

CITY COUNCIL
JEFF REESE, MAYOR
GIL MCDOUGAL, MAYOR PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
LESLIE MCPHERSON

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

April 26, 2018 | 3:00 PM

Review of the Agenda (Mayor Jeff Reese)

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes
 1. Monthly Meeting of April 3, 2018.

B. Community Development (Bobby Elliott, Director)

1. CU-01-18: Conditional Use for a kennel at 105 Glanton Street.
2. Refund of Duplicate Water Tap Fees
3. Discussion of Annexation request for property located at Poole & W. Tyson Road.
4. DRAFT Development Regulations

C. Finance (Sarah Hefty, CFO)

1. Financial Update: March 2018
2. Amendment to Ordinance Providing for the Better Collection and Administration of Hotel-Motel Tax
3. Renewal with Georgia Interlocal Risk Management Agency (GIRMA) for Property and Liability Insurance for 2018-2019
4. Update Project List for 2008 Carroll County SPLOST, 2015 Carroll County SPLOST, and 2016 Douglas County SPLOST

D. Human Resources (Stephanie Rooks, Manager)

1. Recommendation for Salary Study Vendor
2. Personnel Policy Handbook

3. HealthScope Plan Summary Document

E. Public Works (Pete Zorbanos, Director)

1. Preventative Maintenance Contract for Lift Stations
2. Construction of Two Dumpster Pads and One Retaining Wall by DL Masonry, LLC
3. Construction of Traffic Islands on West Wilson Street

F. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. Library Proof of Loss form related to the storm damage - For Informational Purposes
2. Recreation Advisory Committee Appointment Consideration

G. Information Technology (Jim Chambers, Manager)

1. Server/SAN Replacement: Replace current physical server infrastructure with virtual Server/SAN solution.

H. City Manager (Tom Barber)

1. Gaston Outdoor Advertising Request for Assistance with Tree Removal
2. Seasonal Workers to Replace Douglas County Inmate Crew
3. Professional Services Agreement With Jazmin Jackson
4. Lighting on Bridge Over I-20 at Highway 61

I. Public Comment - We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.

J. Consent Agenda Review and Adjournment

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CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, April 3, 2018 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm.

Present: Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, Councilman Verland Best, Councilman Danny Carter, Councilwoman Leslie McPherson, and Councilwoman Shirley Marchman.

Invocation (Councilwoman Leslie McPherson)

Councilwoman Leslie McPherson led the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

- Mayor Jeff Reese and Chief Michael Mansour recognized Officer Kai C. Waldo for 15 years of service with the city.
- Mayor Jeff Reese presented a Proclamation recognizing the week of May 6-12, 2018 as Municipal Clerks Week.

Adoption of Agenda (Mayor Jeff Reese)

Councilman Gil McDougal requested to amend the agenda by striking Item #A-4 and adding Executive Session to discuss real estate matters.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Verland Best, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Best, Carter, Marchman, McPherson, McDougal

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson gave an update of the City Charter and the Animal Control Ordinance.

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

Four citizens came forward to make a public comment.

Consent Agenda

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items was discussed at the Thursday, March 1, 2018, Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Fran Newton reimbursement of \$947.91 for the expenses she has incurred from the sink hole in her front yard.
2. Appointment of Renee Hooks to the Historic Preservation Commission.
3. Surplus of three trucks (2001 Dodge Ram #5035, 1992 Ford F-150 #8966, 1996 Ford F-150 #4510) allowing staff to list them for sale on Govdeals.com estimated at \$4,100.
4. Authorize Smart Water Analytics, LLC to provide engineering design services and construction oversight for \$49,980.
5. Authorize Smart Water Analytics, LLC for engineering services to determine the condition of the existing Pressure Reducing Values and provide staff training not to exceed \$14,160.
6. Purchase GSSI Utility Scan Pro System to enhance in-house capability to locate water and sewer lines made of metal and non-metal material for mapping and verification not to exceed \$26,690.
7. Purchase Six (6) SmartFLOE Systems as part of a sewer flow monitoring system not to exceed \$39,790.
8. Approve Head Games Contract for July 3rd Fireworks Event concert.
9. Approval of West Wilson Street as a one-way street with additional, conventional parking spaces.
10. Appointment of Jerry Doyal to serve another term on the Downtown Development Authority.
11. Approve Metropolitan Communications to equip the patrol sedans with police equipment for \$35,242.40.
12. Purchase ELSAG Tag Reader System to equip the Interstate Crime Unit from Madden Associates for \$14,075.
13. Adopt the Proposed 2019 Budget and Millage Calendar.
14. Purchase 2004 Sterling Road Tractor 18-wheel and 53-foot Enclosed Trailer from D & K Truck Service not to exceed \$45,000.
15. Purchase 2018 Cat 289K Skid Loader for \$64,520 on a State contract (Budgeted Item)

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Verland Best, Councilman
AYES:	Carter, Best, Marchman, McPherson, McDougal

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes
 - a. Villa Rica Public Facilities Authority Meeting of March 6, 2018.
 - b. Council Monthly Meeting of March 6, 2018.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Danny Carter, Councilman
AYES:	Marchman, Carter, Best, McPherson, McDougal

2. Gaston Outdoor Advertising Billboard Lease

Allen Gaston, owner of Gaston Outdoor Advertising, requested the city to sign off on a Georgia Department of Transportation (GDOT) document in order for him to keep his billboard structure at its original height. The billboard is located on the City's property located between the Glanton-Hindsman Elementary School and Interstate 20 off of Thomas Dorsey Drive. Trees on the right of way have just about taken over the structure. Mr. Gaston explained that GDOT will allow him to take down the trees if

he will lower the structure to 75 feet above road grade. To keep from having to do this, the City can sign a GDOT form certifying that the City has a local law, ordinance, or regulation that would prevent him from lowering the sign. After discussion, the Council approved a motion from Councilman Gil McDougal (Vote: 3-2) to send the request to Community Development to work on it and bring it back to the Council next month with a recommendation.

RESULT: **APPROVED (VOTE: 3-2)**
MOVER: Gil McDougal, Councilman
SECONDER: Verland Best, Councilman
AYES: McDougal, Best, Marchman
NAYES: McPherson, Carter

3. Discussion of Proposed Pet Jam at the MILL Amphitheater

On behalf of Dr. Burnett with Atlanta West Animal Clinic, Val Runyon requested the approval of a Healthcare Pet Jam Event at the MILL amphitheater that will be held on Saturday, June 9, 2018. Motion was made by Councilman Danny Carter to approve Option #2 as proposed by the applicant. Option #2 includes the pet rescues, food and merchant vendors at the MILL, with no outside family pets, and pet vendors will sign a release. Councilman Danny Carter then amended his motion to include the conditions placed by staff.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Marchman, Best, McDougal

4. Discussion of Tourism Manager

Councilman Gil McDougal made a motion to direct the City Manager not to fill the Tourism Manager position until further notice by the City Council.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Best, Marchman, McPherson

B. City Manager (Tom Barber)

1. Proposal by NextSite – Andy Camp, Vice President of Business Development presented a proposal to provide retail development series for a cost of \$15,500 per year for three years. Councilman Gil McDougal made a motion to decline the proposal at this time but open to looking at it at the next budget session.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: McDougal, McPherson, Marchman, Best, Carter

C. Community Development (Bobby Elliott, Director)

1. PREL-01-18: Preliminary Plat for Liberty Pointe Phase II: Request to approve the preliminary plat application from Liberty Custom Homes, LLC for Liberty Pointe Phase II.
Motion by Councilman Verland Best to approve the preliminary plat application from Liberty Custom Homes, LLC for Liberty Pointe Phase II.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Verland Best, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Best, Marchman, McPherson, Carter, McDougal

2. ORD-01-18-UDC: An ordinance for the purpose of amending Article 3, Zoning Districts/Maps/Uses, Table 3-1.A Downtown Overlay Land use Matrix; and Article II, Definitions, Sec. 11.03 Definitions of the Unified Development Code, to provide an effective date; and for other purposes: Request to approve ORD-01-18-UDC.

Public Hearing: One citizen came up to speak.

Motion was made by Councilwoman Leslie McPherson to approve ORD-01-18-UDC.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Danny Carter, Councilman
AYES: McPherson, Carter, Best, Marchman, McDougal

D. Economic Development (Christopher Pike, Director)

1. License Agreement Alcohol Sales – West Georgia Jazz Festival: Request to approve the 2018 License Agreement between the City and The Olive Tree Villa Rica, LLC that will be held on Saturday, April 28, 2018.

Motion by Councilman Danny Carter to approve the 2018 License Agreement between the City of Villa Rica and The Olive Tree Villa Rica, LLC for the purpose of selling beer and wine at the 2018 West Georgia Jazz Festival.

RESULT: **ADOPTED (VOTE: 4-1)**
MOVER: Danny Carter, Councilman
SECONDER: Verland Best, Councilman
AYES: Carter, Best, McPherson, McDougal
NAYES: Marchman

2. License Agreement Alcohol Sales – May Summer Concert: Request to approve the 2018 License Agreement between the City and The Olive Tree Villa Rica, LLC for the May Summer Concert that will be held on Saturday, May 19, 2018.

Motion by Councilman Verland Best to approve the 2018 License Agreement between the City of Villa Rica and The Olive Tree Villa Rica, LLC for the purpose of selling beer and wine at the 2018 May Summer Concert.

RESULT: **ADOPTED (VOTE: 4-1)**
MOVER: Verland Best, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Best, McDougal, Carter, McPherson
NAYES: Marchman

3. Request for Beer & Wine Sales at the MILL Amphitheater – Tri Music Festival (Stepping Stones Foundation). The festival will be held on Saturday, August 11, 2018. The purpose of the event is to raise scholarship funds for five college bound high school seniors within the Douglasville, Lithia Springs, Villa Rica and Carrollton areas.

Motion by Councilman Gil McDougal to approve the request from The Stepping Stones Foundation Amphitheater for the Annual TriMusic Festival to be held on August 11, 2018.

RESULT: **ADOPTED (Vote: 4-1)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Best, McPherson
NAYES: Marchman

4. Sound and Lighting Contract – 2018 MILL Amphitheater Events: Request to approve Chevalier Productions for \$23,650.

Motion by Councilman Danny Carter to accept the recommendation of the Main Street Advisory Board and award the 2018 Sound and Lighting Contract to Chevalier Productions in the amount of \$23,650.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Best, Marchman, McPherson

5. Community Development Grant – Villa Rica Lions Club: Request for approval of the Community Development Grant in the amount of \$4,315 for the Villa Rica Lions Club. This will be for the Taste of Villa Rica Event that will be held on Saturday, October 6, 2018.

Motion by Councilman Verland Best to award the Villa Rica Lions Club a Community Development Grant in the amount of \$4,315 to be used for the 2018 A Taste of Villa Rica Event.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Verland Best, Councilman
SECONDER: Danny Carter, Councilman
AYES: Best, Carter, Marchman, McPherson, McDougal

E. Finance (Sarah Hefty, CFO)

1. Financial Update – February 2018.

Sarah Hefty presented the February 2018 Financial Update.

F. Public Works (Pete Zorbanos, Director)

1. Water Plant Improvements: Request to award the Engineering Services Bid to Carter & Sloop Engineers for \$446,200.

Motion by Councilman Verland Best to authorize Carter & Sloop Engineers for engineering services for the water treatment plan improvements in the proposed estimated amount of \$446,200.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Verland Best, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Best, McDougal, Marchman, Carter, McPherson

2. Evaluation of Sewer Lift Stations: Request for approval to engage Brennan Jones Engineering Associates for \$81,251.

Motion by Councilman Verland Best to engage Brennan Jones Engineering Associates to conduct and oversee an engineering and mechanical evaluation of our 31 lift stations for a fee not to exceed \$81,251.

RESULT: **ADOPTED (UNANIMOUS)**
PMOVER: Verland Best, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Best, Marchman, Carter, McPherson, McDougal

G. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. Contract for approval between the City and Supernatural Productions, LLC for the Halloween Train event at Pine Mountain Gold Museum.

Motion by Councilman Danny Carter to approve the contract between the City and Supernatural Productions, LLC for the Halloween Train event at Pine Mountain Gold Museum.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman, Best, McPherson, McDougal

2. Contract for approval between the City and Supernatural Productions, LLC for the Winter Wonderland train event at Pine Mountain Gold Museum.

Motion by Councilwoman Shirley Marchman to approve the contract between the City and Supernatural Productions, LLC for the Winter Wonderland train event at Pine Mountain Gold Museum.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Shirley Marchman, Councilwoman
SECONDER: Verland Best, Councilman
AYES: Marchman, Best, McPherson, Carter, McDougal

3. Tree Removal At Library: Consideration removal of tree and limb debris at the library site that requires the consent of an adjacent private property owner.

Motion by Councilwoman Shirley Marchman to approve the removal of the trees and limb debris originating from City property and/or potentially impacting City property with the consent and release of the property owner.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Shirley Marchman, Councilwoman
SECONDER: Verland Best, Councilman
AYES: Marchman, Best, McPherson, Carter, McDougal

H. City Manager's Report (Tom Barber)

City Manager Tom Barber presented his report.

Executive Session (David Mecklin, Attorney)

City Attorney David Mecklin requested the Council go into Executive Session for the purpose of the future acquisition of real estate. Motion by Councilman Verland Best to go into Executive Session, seconded by Councilman Danny Carter. Vote: 5-0. Motion approved.

The Council came back into regular session @ 9:06 pm by a motion from Councilman Danny Carter to reconvene regular session seconded by Councilman Verland Best. Vote: 5-0. Motion approved.

City Attorney David Mecklin reported that the Council has three action items from Executive Session:

- (1) To authorize the City Manager to investigate the potential acquisition of property within the City that would allow the City, in conjunction with Norfolk Southern and the Georgia DOT, to realign and construct one or more rail crossings within the City.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Verland Best, Councilman
AYES: Carter, Best, Marchman, McPherson, McDougal

- (2) As a result of the previous action taken to authorize the City Manager to investigate land issues related to potential and existing rail crossings in the City, the City hereby directs that the City Staff and the Downtown Development Authority delay further action on bids for construction or remodeling of the proposed Villa Rica Welcome Center.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Best, Marchman, McDougal

- (3) To authorize the City Manager to investigate a potential sale or other disposition of the existing City Hall building and property. Any proposals will be brought to Council for further action.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Best, Marchman, McPherson

Adjournment: Motion by Councilman Verland Best to adjourn, seconded by Councilwoman Shirley Marchman. Vote: 5-0. Motion approved.

Jeff Reese, Mayor

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: CU-01-18 – 105 Glanton Street

CITY COUNCIL AGENDA DATE: May 1, 2018

DATE: April 19, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

Connie Wood and Cyndy Tolbert of Villa Rica, GA request a Conditional Use Permit for property located at 105 Glanton Street, Parcel No: V06-009-0010, in Land Lot 160 of the 6th District in Carroll County, for the purpose of a kennel. The property consists of 0.84+/-acres and is located in Ward 3.

BACKGROUND: The applicants, Connie Wood and Cyndy Tolbert, submitted application for a conditional use permit for property located at 105 Glanton Street, Villa Rica, Georgia for the operation of a kennel.

STAFF RECOMMENDATION: Staff recommends Approval with Conditions.

1. All improvements as prescribed by the Downtown Development Authority to be completed prior to occupancy.
2. Outdoor pet holding areas should not be visible from Highway 78.
3. Ingress and egress to the site to be provided from Glanton Street.
4. Applicant to provide the following to the Community Development Department:
 - a. Hours and manner of business operation for kennel and retail business.
 - b. Provide the number of employees working all shifts, and a 24-hour emergency contact.
5. The Conditional Use Permit shall be valid from the date of Council adoption as long as Connie Benson and Cyndy Tolbert are the owners/operators.
6. The Conditional Use Permit is not transferable.

IMPACT: N/A

PLANNING COMMISSION: TBD.

MOTION: I make a motion to approve with conditions the application for a kennel at 105 Glanton Street from Connie Wood and Cyndy Tolbert .



Planning & Zoning

Community Development Department

CU-01-18

Council Ward: 1

Planning Board Member: Willie Marchman

City Council Member: Shirley Marchman

Public Hearing Dates

Planning Commission: April 30, 2018

City Council: May 1, 2018

Request: Conditional Use Permit for the operation of a kennel.



Applicant: Connie Wood & Cyndy Tolbert
217 Browning Road
Villa Rica, GA 30180
(678) 758-6330

Parcel Number(s): V06-009-0010

Acres: 0.843+/-

Current Land Use: Vacant

Future Land Use: Mixed Use – Six (6) DU/Ac

Location: 105 Glanton Street, in Land Lot 160 of the 6th District in Carroll County.

Project Description:

The facility will be used as an animal daycare with grooming and boarding available, as well as, a retail boutique.

Surrounding Properties:

Current Zoning		Land Use
North	DO – CMU (Downtown Overlay – Commercial Mixed Use)	Undeveloped
East	DO – Commercial (Downtown Overlay – Commercial)	Car Rental

South	DO – CMU (Downtown Overlay – Commercial Mixed Use)	Place of Worship
West	DO – Commercial (Downtown Overlay – Commercial)	Place of Worship; Billboard/Undeveloped

Conditional Use Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03, the following criteria shall be used when determining approval of a Conditional Use Permit:

(1) *The proposed use at the specified location is consistent with the goals, objectives and policies of the Comprehensive Plan;*

The proposed use supports the following goals, objectives, and policies of the Comprehensive Plan:

Objective ED-2: Strengthen and diversify Villa Rica's economic base.

Policies:

ED-2b: Encourage a greater variety of businesses.

ED-2i: Promote downtown initiatives that support aesthetic improvements and the redevelopment of obsolete buildings.

(2) *The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations and complies with requirements of the Code;*

The request is consistent with the general purpose and intent of the Downtown Commercial (DT-COM) zoning district. The purpose of the Downtown District is to promote infill development, and to promote the adaptive reuse of older structures for the purpose of stabilizing and improving property values.

On April 3, 2018, the Villa Rica City Council voted to amend the Unified Development Code to allow kennels as a conditional use in the Downtown Commercial and Downtown Mixed-Use districts.

(3) *The proposed use is not materially detrimental to the public health, safety, comfort and general welfare, and will not result in material damage or prejudice to other property in the vicinity;*

The surrounding properties are a car rental facility to the east, church to south, and an unoccupied site to west. The proposed kennel does not appear to be detrimental to the public health, safety, comfort and general welfare; and should not result in material damage or prejudice to other property in the vicinity. However, there are several aspects of the site that do not meet the requirements of the Unified Development Code. These include, but are not limited to, driveway ingress and egress, paving, parking, fencing, and signage.

(4) *The proposed use is compatible with and preserves or enhances the character and integrity of adjacent development and includes improvements necessary to mitigate adverse development-related impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;*

The proposed use would not change the integrity of the area, and the general structure would remain the same. The proposed use would not generate vehicular traffic that will be hazardous to the existing neighborhood. The proposed use could impact the adjacent property owners in other ways, such as odor and noise.

(5) *The proposed use will comply will all fire, health, building, plumbing, electrical and stormwater drainage regulations of the City, County, State and federal agencies; and*

The use must comply with all local, state and federal rules and regulations.

(6) *Adequate public facilities exist to service the proposed use.*

Public and community facilities are available for the proposed request and should not cause any excessive or burdensome use upon other public facilities.

Staff Comments:

The applicant is requesting a Conditional Use Permit for the purpose of a kennel. The purpose of Conditional Use review is to allow the City to exercise some discretion over the extent and design of certain activities that could have a detrimental effect on the community if permitted to exist in large numbers, in certain locations or without special conditions. Therefore, these regulations enable the City to authorize a Conditional Use subject to conditions that mitigate the potential problems associated with the use or its location in relation to the neighboring properties. A Conditional Use is not a use by right.

Recommendation:

APPROVAL WITH CONDITIONS

1. All improvements as prescribed by the Downtown Development Authority to be completed prior to occupancy.
2. Outdoor pet holding areas should not be visible from Highway 78.
3. Ingress and egress to the site to be provided from Glanton Street.
4. Applicant to provide the following to the Community Development Department:
 - a. Hours and manner of business operation for kennel and retail business.
 - b. Provide the number of employees working all shifts, and a 24-hour emergency contact.
5. The Conditional Use Permit shall be valid from the date of Council adoption as long as Connie Benson and Cyndy Tolbert are the owners/operators.
6. The Conditional Use Permit is not transferable.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on **April 12, 2018**; a sign has been posted on the subject property; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, no surrounding property owners have contacted the City in regards to this application.

Office of Community Development

Attachments:

1. Application
2. Campaign Disclosure Statement
3. Letter of Intent
4. Executor's Deed
5. Site Plan
5. Letter from adjoining property owners
6. Location Map



APPLICATION FOR
CONDITIONAL USE PERMIT

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 04-05-18

APPLICANT

Applicant Name: Connie Wood and Cyndy Tolbert
Address: 217 Browning Road City: Villa Rica State: GA Zip: 30180
Phone: (678) 758-6330 Fax: () - Email: conniembenson@gmail.com

Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - Fax: () - Email: _____

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - Fax: () - Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

CONDITIONAL USE

Project Name: Chippie's Place
Conditional Use Location (attach location map): 405 Glanton Street Parcel # V060090010
Proposed Use: pet daycare, grooming, boarding, and retail boutique
Square Footage of Site: 0.843 acres
Assessor's Parcel Number: V060090010

Describe Proposed Conditional Use: The facility will be used as an animal daycare with grooming and boarding available and a retail boutique with products to include pet food, grooming supplies, and equipment such as collars and leashes.

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

Planning Manager's Signature: _____ Date: _____

160/06



CASE # _____
CONDITIONAL USE PERMIT

The procedure for approval of a Conditional Use Permit or a Communications Tower Special Use Permit is set forth in Section 2.03.D of the Unified Development Code (UDC). Generally, the process involves review by the Community Development Director and the Planning Commission with a final review and decision by the City Council.

I, Connie Wood + Cyndy Tolbert hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Connie Wood
Connie Wood
Signature of Applicant

Cyndy Tolbert
Cyndy Tolbert
Date

Required Materials to Accompany the Application:

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☒ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☒ 2. A site development plan prepared in conformance with all application requirements;
- ☒ 3. A written statement describing the following:
 - a. The proposed use;
 - b. The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - c. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - d. The areas that are most likely to be directly affected by such change and the likely effects;
 - e. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
- ☒ 4. Any other exhibits as may be required by the Community Development Director.



Chippie's Place

Professional Pet Grooming, Daycare, and Boarding



Primary Objective

- Chippie's Place will provide the community with a full-service, 24 hour animal care facility dedicated to consistently providing high customer satisfaction by rendering impeccable service and quality pet care at a competitive price in a safe, fun-filled, clean, and enjoyable atmosphere. We aim to maintain a creative, welcoming work environment which respects diversity, new ideas, dedication, and hard work.



Business Outlook

- The timing is right for starting this new venture. Animals are playing a larger role in our lives, and working people are readily choosing to provide them with full, well-rounded lives. Loving families with active pets and an active conscience are in search of better lives for their pets and peace of mind for themselves. The result is busy animal lovers are increasingly flocking to an ever-growing number of animal daycare and boarding facilities across the nation.

Industry Trends

- The pet grooming, daycare, and boarding industry has proven to be one of the few established industries to post consistently strong gains over the past decade, nearly doubling in size and growing even amid the recession as consumers purchase a wider array of luxury services for their four-legged companions. The growing industry has benefited from changing consumer attitudes, which increased demand for a variety of new luxury pet services. Over the next five years, this trend is expected to gain further momentum as pet ownership rises and owners use their increasing disposable income on services for their pets.

Pet Industry Statistics

- ▶ Annual pet-related expenditures soared from \$43.2 billion in 2008 to nearly \$63 billion in 2016.

<https://www.forbes.com/sites/carolrice>

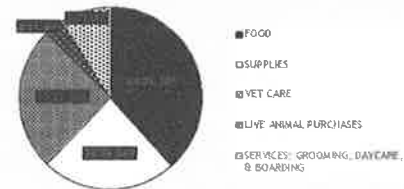
- ▶ According to the 2015-2016 APPA National Pet Owners Survey, 65% of U.S. households own a pet, which equates to 79.7 million homes.

- ▶ Americans spent 5.73 billion dollars on grooming, daycare, and boarding services in 2016

<http://americanpetproducts.org>

Data Analysis

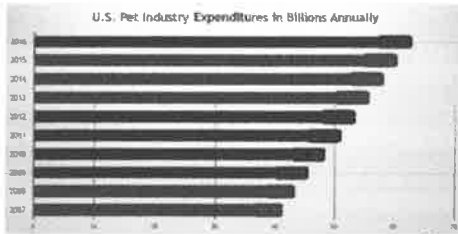
2016 Pet Expenditures in the U.S. in Billions



<http://americanpetproducts.org>

Data Analysis

U.S. Pet Industry Expenditures in Billions Annually



<http://americanpetproducts.org>

2015 Population Data for West Georgia Area

ZIP CODE	POPULATION
30180	34,754
30179	17,899
30157	48,513
30132	36,238
30141	3,705
30134	44,262
30117	35,169
30118	2,513
30110	12,871
30113	6,022
30182	2,712
30176	7,135

<http://www.city-data.com/zip>

Population Statistics

- ▶ According to information obtained from City-Data.com, the 2015 population of the West Georgia area to include Villa Rica and surrounding cities within a 25 mile radius was 251,793.
- ▶ According to national statistics, 65% of all households own pets.
- ▶ According to the 2010 U.S. Census, the average household in the state of Georgia consisted of 2.63 people.
- ▶ Statistically speaking, approximately 62,230 households own pets in the above-referenced area of West Georgia.

<https://census.gov/topics/population.html>
<http://www.city-data.com/zips>

Pet Industry Trends

There are a number of trends supporting strong growth in the industry, and they show no signs of slowing down

▶ Humanization

Many types of pets have long been considered part of the family, but in recent years that has started to translate to actually treating pets more like people - a trend called "humanization." Pet owners are seeking out higher quality foods, more high-end accessories and more expensive medical treatments. Largely gone are the days of "outside dogs" that just "see to themselves."

▶ Premiumization

Premiumization is the creation of higher end or specialty products and services to cater to these elevated requirements for our pets. Organic and natural treats and foods, high-tech medical therapies and medicines, luxury services and even spas - nothing is too good! Businesses that cater to these niche products and services are booming!

▶ Health Benefits

Another driving force is a greater appreciation - based on scientific research - of the bond between people and their pets. According to the Human Animal Bond Research Initiative Foundation (HABRI), "People are happier and healthier in the presence of animals. Scientifically-documented benefits include decreased blood pressure, reduced anxiety, and enhanced feelings of well-being."

Though the results are preliminary, a HABRI study has indicated a potential \$11.7 billion savings to the US healthcare system that can be tied to pet ownership.

▶ Demographics

Current US demographic trends also favor continued industry strength based on two groups: baby boomers and millennials.

Baby boomers are launching their real kids into the wild and replacing them with pets - and they are pampering them. In almost all spending categories, spending declines once a person reaches 55 years of age - but pet spending is peaking between the ages of 55 and 64!

Millennials - people born between 1985-2010 - are probably the first generation to grow up thinking of pets more like humans than animals. They are finding their independence and have disposable income - and they are buying pets and spoiling them. Great for the industry - these folks will be loyal customers for decades.

▶ Economics

Pet industry revenue has shown growth even during times of economic trouble, including the recent Great Recession, so it only makes sense that our current relative economic strength bodes well for continued industry strength.

▶ What are the best opportunities?

Among some of the best opportunities are specialized facilities for in-house grooming, daycare, boarding, and training. The days of backyard baths and extended stays in wire kennels in small areas within veterinary offices are quickly becoming a thing of the past. Nowadays, people want to leave their pets in home-like environments where they are given quality care and attention.

People also enjoy shopping for their pets. Just like quaint boutiques and specialty shops have taken the fashion industry by storm, pet boutiques with specialty items and pet necessities are becoming very popular among today's population. Pet owners also appreciate having local access to high-end foods and other pet products geared toward promoting and maintaining pet health.

<https://www.franchisehelp.com/industry-reports/pet-care-industry-report/>



CU-01-18

RECEIVED



Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 5th day of April, 2018.

Connie Wood + Cyndy Tolbert
Applicant's Name – Printed

Connie Wood + Cyndy Tolbert
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 5 day of April, 2018.

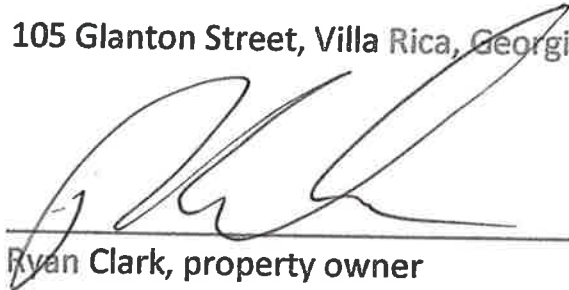


Katie Godfrey
Notary Public
My Notary Expires 14th April, 2019

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

Authorization to Make Application for Conditional Use Permit

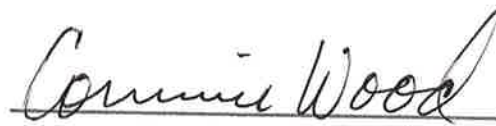
I, Ryan Clark, authorize applicants, Connie Wood and Cyndy Tolbert, to make an application for a conditional use permit for the operation of an animal daycare, grooming, boarding, and retail facility on property owned by me and located at 105 Glanton Street, Villa Rica, Georgia, Parcel #V060090010.



Ryan Clark, property owner

4-5-18

Date



Connie Wood, applicant

4-5-18

Date

N/A

Cyndy Tolbert, applicant

N/A

Date



Notary Public

4/5/18

Date



My Notary Expires 14th April 2019

298785

BK

PG

BK

PG

5132

308



AFTER RECORDING, RETURN TO:
MOZLEY, FINLAYSON & LOGGINS, LLP
555 NORTH POINT CENTER EAST, STE. 200
ALPHARETTA, GA 30002
File # 1940 Clark

PT-61-022-2012-412993
CARROLL COUNTY, GEORGIA
REAL ESTATE
TRANSFER TAX PAID \$ 25.00
INTANGIBLE TAX PAID \$
DATE 6-25-12

Wm J Lee
CLERK OF SUPERIOR COURT

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT

12 JUN 25 PM 4:00

Wm J Lee
CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE made this 12th day of June, 2012, by and between Keystone Equities, Inc. and Cliftwood Properties, LLC, party or parties of the first part, hereinafter collectively referred to as "Grantor", and Richard Clark, party of the second part, hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, his heirs and assigns, all that tract and parcel of land lying and being in Carroll County, Georgia, to-wit:

Attached hereto as Exhibit "A" and is a part hereof

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS, SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE PART HEREOF.

TO HAVE AND TO HOLD said premises, together with all appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behalf of the Grantee forever, IN FEE SIMPLE,

AND THE GRANTOR, will warrant and forever defend the right title to the above described property unto the Grantee, against the claims of the Grantor and all others claiming by, through or under the Grantor, but no further or otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this 12th day and year first above written.

Signed, Sealed and Delivered
in the presence of:

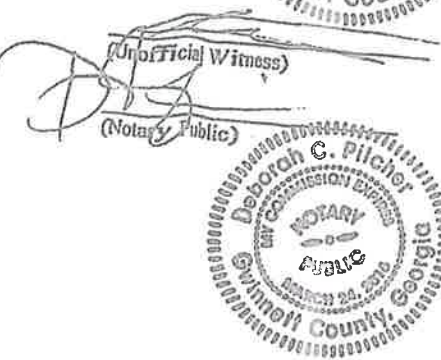
Keystone Equities, Inc.

By: Arthur P. Jones
Name: Arthur P. Jones
Title: Sec.



Cliftwood Properties, LLC

By: [Signature]
Name: [Signature]
Title: [Signature]



CU-01-18

RECEIVED



CITY OF VILLA RICA

City Council Packet

SUBJECT: ANNEX-02-18 – Poole Road and West Tyson Road

CITY COUNCIL AGENDA DATE: May 1, 2018

DATE: April 19, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

Ronald F. Dupree of Villa Rica, GA requests an Annexation for property located at Poole Road and West Tyson Road, Parcel No: 01420250004, in Land Lot 142 of the 2nd District in Douglas County, for the purpose of annexing into the City of Villa Rica. The property consists of a total of 34.72+/- acres and is located in Ward 5.

BACKGROUND: The applicant, Ronald Dupree, submitted an annexation application for property located at the intersection of Poole Road and West Tyson Road, Villa Rica, Georgia for the construction of a 76-unit single-family subdivision.

STAFF RECOMMENDATION: N/A

IMPACT: N/A

PLANNING COMMISSION: TBD.



Planning & Zoning
Community Development Department

PETITION REQUESTING ANNEXATION
CITY OF VILLA RICA, GEORGIA

Date: 03/13/2018

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA RICA,
GEORGIA:

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Villa Rica, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed abuts the existing boundary of Villa Rica, Georgia, and the description of such territory is as follows:

Address/Location of Property:

POOLE RD & W. TYSON RD.

Tax Map Parcel #:

01420250004

(Please attach legal description of property.)

WHEREFORE, the Petitioner prays that the City Council of the City of Villa Rica, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, do by proper ordinance annex said property to the City Limits of the City of Villa Rica, Georgia.

Respectfully submitted,

RONALD F. DUPREE

Petitioner Mailing Address:

P.O. Box 399
VILLA RICA GA. 30180

RECEIVED
3/13/2018

ANNEX-02-10/RA-02-18

WRITTEN CONSENT ACTION IN LIEU OF A MEETING OF THE MEMBERS OF
TRANQUILITY PLACE FINANCIAL SERVICES, LLC

The following constitute all of the members of Tranquility Place Financial Services, LLC as shown in the records of Tranquility Place Financial Services, LLC:

1. Bryon Hotzler
2. Laura Hotzler

and in lieu of a meeting of the members of Tranquility Place Financial Services, LLC, notice of which is hereby waived, the members of Tranquility Place Financial Services, LLC unanimously consent to the following actions:

BE IT RESOLVED, that the following named individuals be authorized to: buy, construct, improve, and/or sell land, lots, houses or otherwise, including, but not limited to, the authority to legally obligate Tranquility Place Financial Services, LLC by execution of any and all documents required by lending institutions or closing agents including, but not limited to, To collect, sue for, settle, adjust or compromise any claim for money arising by contract or tort, to sell, transfer, refinance, warrant and assign and/or hypothecate the above-described property in any way, shape or form, to execute HUD-1 Settlement Statements, deeds, releases, guarantees, affidavits, cancellations or satisfactions, relating to and affecting any of the above-described company's property, to execute notices, affidavits, assurances, Warranty Deeds, settlement statements, waivers of any kind, Owner's Affidavits, Borrower's Affidavit, and any other document requested by the closing attorney handling the transaction:

1. Bryon Hotzler, Member
2. Laura Hotzler, Member
3. Ronald F. Dupree, Authorized Signing Agent

Any One (1) of the aforementioned individuals shall have full authority to execute any and all documents necessary to conduct business for Tranquility Place Financial Services, LLC as authorized herein.

BE IT RESOLVED, that this consent be placed in the corporate records of Tranquility Place Financial Services, LLC.

BE IT RESOLVED, that the members of Tranquility Place Financial Services, LLC shall be subject to a call for a meeting of the members of Tranquility Place Financial Services, LLC as provided in the operating agreement of Tranquility Place Financial Services, LLC.

BY: 
1. Bryon Hotzler, Member

4-9-13
DATE

BY: 
2. Laura Hotzler, Member

4/9/13
DATE

Sworn to and Subscribed before me
this 9th day of April, 2013.

Notary Public My Commission Expires: _____

J. L. Bowman
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires 11/19/2016

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 142 of the 2nd District and 5th Section of Douglas County, Georgia, and being more particularly described as Tract A (2.61 acres), Tract B (72.96 acres) and Tract C (139.01 acres) on a plat of survey for NRJ, LLC, dated October 26, 2004, prepared by Landmark Surveying and Planning, Inc., certified by Ricky L. Nixon, Georgia Registered Land Surveyor No. 2473, as filed of record in Plat Book 32, Page 69, said Plat being revised at Plat Book 37, Page 184, in the Office of the Clerk of Superior Court of Douglas County, Georgia, which plat being incorporated herein and made a part of this description by reference.

Less and Except from the above described property that portion of the property conveyed by that certain Quitclaim Deed of Release from Douglas County Bank to NRJ, LLC, dated November 21, 2005, recorded in Deed Book 2266, Page 675, aforesaid Records.

Further Less and Except from the above described property that portion of the property conveyed by that certain Quitclaim Deed from Douglas County Bank to NRJ, LLC, a Georgia limited liability company, dated January 7, 2010, recorded in Deed Book 2846, Page 969, aforesaid records.

Further Less and Except from the above described property that portion of the property conveyed by that certain Quitclaim Deed from Douglas County Bank to B&T Properties, Inc., a Georgia corporation, dated April 12, 2011, recorded in Deed Book 2932, Page 195, aforesaid records.

SCANNED

DEC 21 2017

Jammy M. Howard, Clerk
Superior & State Court
Douglas County, GA

Return Recorded Document to
Elley, Deems & Trotter, LLC
319 East Church Street
P.O. Box 2943
Cartersville, Georgia 30120



Doc ID: 010627850002 Type: WD
Recorded: 12/19/2017 at 09:30:00 AM
Fee Amt: \$100.00 Page 1 of 2
Transfer Tax: \$88.00
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
BK 3551 PG 800-801

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF BARTOW

FILE #: 11171095

THIS INDENTURE made this 12th day of December, 2017, between HAMILTON STATE BANK, as party or parties of the first part, hereinafter called Grantor, and TRANQUILITY PLACE FINANCIAL SERVICES, LLC as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 142 of the 2nd District, 5th Section of Douglas County, Georgia; and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

Witness

Notary Public

HAMILTON STATE BANK

(SEAL)
PAUL MCLAUGHLIN, SPECIAL ASSETS
MANAGER

DANIEL R. DEEMS
NOTARY PUBLIC
Bartow County
State of Georgia
My Comm. Expires April 29, 2021

Dr. ROMONA JACKSON JONES
Chairman

HENRY MITCHELL III
District I

KELLY ROBINSON
Vice Chairman, District II

MICHAEL MULCARE
District III

ANN JONES GUIDER
District IV



MARK TEAL, P.E.
County Administrator

LISA WATSON
County Clerk

KENNETH R. BERNARD
County Attorney

JENNIFER MOORE
Staff Paralegal

DOUGLAS COUNTY BOARD OF COMMISSIONERS

8700 Hospital Drive • Douglasville, GA 30134
Telephone (770) 920-7266 • Fax (770) 920-7357

Villa Rica City Council
Attn: City Clerk
City of Villa Rica
571 West Highway 78
Villa Rica, GA 30180

RE: Proposed Annexation at Land Lot 142, District 2, Section 5 parcel number 01420250004 consisting of 34.72+/acres

April 17, 2018

Dear Council:

This letter is to serve as our formal objection to the request received April 4, 2018 to annex into the city of Villa Rica 34.72 acres of property legally known as Land Lot 142, of the 2nd District, parcel 01420250004 of Douglas County, Georgia.

The Douglas County Board of Commissioners hereby objects to the proposed annexation of the aforementioned property by the City of Villa Rica for the following reasons:

1. On or about April 17, 2007, the Douglas County Board of Commissioners and the City of Villa Rica entered into a Cooperative Planning Agreement under the authority of Ga. Const. Art 9, Sec 3 Para.1 and O.C.G.A 36-36-11 (e). The purpose of the Cooperative Planning Agreement, among other things, was to (a) adhere to each Government's separate and distinct zoning and land use plans; (b) manage growth, density, and services; and (c) control infrastructure demands in a planned and manageable way for zoning and land use purposes. The Cooperative Planning Agreement was established to prevent unplanned incursions from the municipal development into unincorporated Douglas County, which is primarily rural in nature. The Cooperative Planning Agreement also set forth boundaries lines which the City of Villa Rica agreed to adhere and not annex beyond or extend municipal services beyond. The boundary was set with the consent of the Douglas County Commissioners. The parcel in question is outside of those agreed upon boundaries.
2. The Annexation Agreement, with an effective date through December 31, 2036, has self-imposed requirements. In addition, same refers to negotiations under the Service Delivery Strategy Agreement as the procedure to revisit the Annexation Agreement, so

web site: CelebrateDouglasCounty.com

e-mail: boc@co.douglas.ga.us

Persons With Hearing Or Speech Disabilities Who Need To Contact Douglas County May Place Their Call Through The Georgia Relay Center At (800) 255-0056 (Text Telephone) Or (800) 255-0135 (Voice Telephone).

that all other factors including funding services and managing land use, infrastructure, and growth can be considered during the Service Delivery Strategy renegotiations. Under the present Service Delivery Strategy Agreement, the City of Villa Rica did not seek to extend its boundaries, and consented to the Service Delivery Strategy Agreement, and other agreements, based upon the present jurisdictional boundaries. It is Douglas County's contention that until the Service Delivery Strategy Agreement requires updating, which includes an agreement on funding services and managing land use, infrastructure, and growth, no annexations be permitted per the Annexation Agreement.

3. The proposed development of 76 homes would allow for density (approximately 2 houses per acre) greater than that which is permitted under the Douglas County Unified Development Code. Currently Article 9 table 9.1 in our Unified Development Code requires a 3 acre minimum in the Dog River Basin, which is a sensitive environmental area and a major groundwater recharge area in the county.
4. Based on a site visit conducted on April 12, 2018, there are state waters present that flow west to east through the central part of the site. Because the property lies within the Dog River Basin, a 200' wide undisturbed buffer on both sides of the state waters would apply. This undisturbed buffer would impact a significant number of proposed lots, unless buffer variances are obtained from state and/or local authorities.

Notwithstanding anything herein to the contrary, Douglas County does not waive any and all other defenses authorized by law to this proposed annexation.

Sincerely,



Kelly Robinson, Vice-Chairman
Douglas County Board of Commissioners



CITY OF VILLA RICA

City Council Packet

SUBJECT: DRAFT Development Regulations

CITY COUNCIL AGENDA DATE: May 1, 2018

DATE: April 18, 2018

PREPARED BY: Bobby C. Elliott, P.E.

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: The purpose of the Development Regulations revision is to update all specifications relating to the design and construction of Water and Sewer, Streets, Floodplain and Floodplain Management, Erosion and Sediment Control, Stormwater and all other types of construction and maintenance of structures that will fall under the jurisdiction of the City of Villa Rica.

BACKGROUND: The last update on Water and Sewer specifications and Street construction was done in 2004. Other updates on Erosion and Sediment Control, Stormwater, and Floodplain and Floodplain Management have been revised since 2004 but are not currently up to date.

Presently, the City is operating under the Unified Development Code (UDC) that has some specification requirements as far as Street construction, but most of the specifications are pulled from the Utility Design and Construction Manual (2004). The goal heading into the future is to go back to two standards: Development Regulations and Zoning Ordinance with a revised Zoning Map. Presently the UDC has many gaps in the requirements and it contradicts itself in numerous areas. An attachment has been included to briefly summarize each section in the Development Regulations.

STAFF RECOMMENDATION: Staff recommends approval of the DRAFT Development Regulations as presented.

IMPACT: Revision of this code will not have a financial impact to the City of Villa Rica. It is important, however, that we push forward with these revisions. Projects coming in for review are held to the old standard until the revisions can be adopted.

MOTION: I make a motion to approve the Draft Development Regulations as presented.

2108 Draft Development Regulation Summary

Section I: Title, Purpose & Intent

Title. These regulations shall be known as “The City of Villa Rica Development Regulations,” and may be referred to generally as “The Development Regulations,” or as used herein, “these Regulations”.

Purpose. These Regulations are intended to serve the following purposes:

- A. To protect and promote the public health, safety, and general welfare.
- B. To provide a system for the subdividing of land and the accurate recording of land titles.
- C. To encourage economically sound and orderly land development in accordance with the policies and objectives of the comprehensive plan of the City of Villa Rica.
- D. To assure the provision of required streets, utilities, and other facilities and services to new land developments in the City of Villa Rica.
- E. To assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in new land developments in the City of Villa Rica.
- F. To assure the provision of needed public open spaces and building sites in new land developments in the City of Villa Rica through the dedication or reservation of land for recreational, educational, and other public purposes.
- G. To assure protection of streams, waterways, and wetlands within the City of Villa Rica.
- H. To assure equitable review and approval of all subdivision and site plans by providing uniform procedures and standards for the developer.

Intent. The intent and purpose of these Regulations is to provide for the harmonious development of the City of Villa Rica and to insure a coordinated layout with adequate provisions for traffic, recreation, drainage, water, sewers, and other technical elements of land development. This control is necessary to assure the maximum return on the local and government investments and at the same time to assure the homeowner protection and the developer full consideration of his interests and responsibilities.

Section II: Plan Review and General Requirements

Section II sets forth the requirements for plan review for all subdivisions and stand-alone Commercial/Industrial Site Developments. Plan review fees, permits, maintenance and performance bond requirements are set along with the platting process. Formal dedication of streets and development as-built requirements are also established.

Section III: General Design Requirements

The general design of subdivisions and commercial sites is established in Section III to include all construction methods and material specifications for all streets and storm drainage, stormwater detention, off-street parking, curbs, grading, roadway signage, etc. All requirements excluding utilities are regulated in Section III. A full set of standard details for the City of Villa Rica for general design have been developed and are included in Section III.

Section IV: Sewer Regulations

Section IV sets forth all material, design, construction and inspection requirements for all public sewers. Requirements for pump stations are also included in Section IV. A full set of standard detail drawings have been developed for the City of Villa Rica for sanitary sewers and are included in Section IV.

Section V: Water Regulations

Section V sets forth all material, design, construction and inspection requirements for all public water system improvements. A full set of standard detail drawings have been developed for the City of Villa Rica Water System and are included in Section V.

Section VI: Floodplain Management/Flood Hazard Prevention

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for water quality protection, stream bank and stream corridor protection, wetlands preservation and ecological and environmental protection by provisions designed to:

1. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
2. Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;

3. Control filling, grading, dredging and other development which may increase flood damage or erosion;
4. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
5. Limit the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters; and,
6. Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation and ecological functions of natural floodplain areas.

Section VII: Erosion and Sediment Control Regulations

This is the first of six model ordinances set forth by the Georgia Environmental Protection Division that all issuing authorities were required to adopt several years ago and have been modified as needed through the years. This ordinance establishes requirements to insure erosion and sediment control from construction sites is monitored and controlled to the States minimum standards.

Section VIII: Post Development Stormwater Management for New Development and Redevelopment

This is the second model ordinance required by the State. The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. This ordinance seeks to meet that purpose through the following objectives:

1. Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources;
2. Require that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, streambank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats;
3. Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;

4. Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;
5. Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the county's greenspace protection plan;
6. Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and,
7. Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.

Section IX: Stream Buffer Protection Regulations

This is the third model ordinance required by the State. It is the purpose of this Ordinance to protect the public health, safety, environment and general welfare; to minimize public and private losses due to erosion, siltation and water pollution; and to maintain stream water quality by provisions designed to:

1. Create buffer zones along the streams of City of Villa Rica for the protection of water resources; and,
2. Minimize land development within such buffers by establishing buffer zone requirements and by requiring authorization for any such activities.

Section X: Illicit Discharge and Illegal Connection Regulations

This is the fourth model ordinance required by the State. This ordinance establishes methods for controlling the introduction of pollutants into the City of Villa Rica separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are to:

1. Regulate the contribution of pollutants to the City of Villa Rica separate storm sewer system by any person;
2. Prohibit illicit discharges and illegal connections to the City of Villa Rica separate storm sewer system;
3. Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the City of Villa Rica separate storm sewer system; and,

4. To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this ordinance.

Section XI: Conservation Subdivision / Open Space Development Ordinance

This is the fifth model ordinance required by the State. The purpose of this ordinance is to:

Provide for the preservation of greenspace as a nonstructural stormwater runoff and watershed protection measure.

- a. To provide a residential zoning district that permits flexibility of design in order to promote environmentally sensitive and efficient uses of the land.
- b. To preserve in perpetuity unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, steep slopes, woodlands and wildlife habitat.
- c. To permit clustering of houses and structures on less environmentally sensitive soils which will reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for residential development.
- d. To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation in residential development.
- e. To promote interconnected greenways and corridors throughout the community.
- f. To promote contiguous greenspace with adjacent jurisdictions.
- g. To encourage interaction in the community by clustering houses and orienting them closer to the street, providing public gathering places and encouraging use of parks and community facilities as focal points in the neighborhood.
- h. To encourage street designs that reduce traffic speeds and reliance on main arteries.
- i. To promote construction of convenient landscaped walking trails and bike paths both within the subdivision and connected to neighboring communities, businesses, and facilities to reduce reliance on automobiles.
- j. To conserve scenic views and reduce perceived density by maximizing the number of houses with direct access to and views of open space.
- k. To preserve important historic and archaeological sites.

Section XII: Litter Control Ordinance

This is the sixth and final model ordinance required by the State. The purpose of this ordinance is to:

1. Provide for uniform prohibition throughout the City of Villa Rica of any and all littering on public or private property; and,
2. Prevent the desecration of the beauty and quality of life of the City of Villa Rica and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

DEVELOPMENT REGULATIONS

for the

CITY OF VILLA RICA

TABLE OF CONTENTS

<u>REGULATION DESCRIPTION</u>	<u>SECTION</u>
TITLE, PURPOSE & INTENT.....	100
PLAN REVIEW & GENERAL REGULATIONS	200
GENERAL DESIGN REGULATIONS	300
SEWER REGULATIONS	400
WATER REGULATION	500
FLOODPLAIN MANAGEMENT FLOOD HAZARD PREVENTION	600
EROSION AND SEDIMENT CONTROL	700
POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT	800
STREAM BUFFER PROTECTION	900
ILLICIT DISCHARGE AND ILLEGAL CONNECTION	1000
CONSERVATION SUBDIVISION / OPEN SPACE DEVELOPMENT	1100
LITTER CONTROL ORDINANCE	1200

100. **TITLE, PURPOSE & INTENT**

101. **Title.** These regulations shall be known as “The City of Villa Rica Development Regulations,” and may be referred to generally as “The Development Regulations,” or as used herein, “these Regulations”.

102. **Purpose.** These Regulations are intended to serve the following purposes:

- A. To protect and promote the public health, safety, and general welfare.
- B. To provide a system for the subdividing of land and the accurate recording of land titles.
- C. To encourage economically sound and orderly land development in accordance with the policies and objectives of the comprehensive plan of the City of Villa Rica.
- D. To assure the provision of required streets, utilities, and other facilities and services to new land developments in the City of Villa Rica.
- E. To assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in new land developments in the City of Villa Rica.
- F. To assure the provision of needed public open spaces and building sites in new land developments in the City of Villa Rica through the dedication or reservation of land for recreational, educational, and other public purposes.
- G. To assure protection of streams, waterways, and wetlands within the City of Villa Rica.
- H. To assure equitable review and approval of all subdivision and site plans by providing uniform procedures and standards for the developer.

103. **Intent.** The intent and purpose of these Regulations is to provide for the harmonious development of the City of Villa Rica and to insure a coordinated layout with adequate provisions for traffic, recreation, drainage, water, sewers, and other technical elements of land development. This control is necessary to assure the maximum return on the local and government investments and at the same time to assure the homeowner protection and the developer full consideration of his interests and responsibilities.

Table of Contents

200.	PLAN REVIEW & GENERAL REQUIREMENTS	200-1
201.	Use of Words and Interpretations.....	200-1
202.	Plan Review Procedure.....	200-2
202.1	Stages of Residential Subdivision Development Plans Review	200-2
202.2	Stages of Commercial/ Industrial Subdivision Plans Review.....	200-9
202.3	Commercial / Industrial Site Development Plans.....	200-16
202.4	Plan Approval	200-16
203.	Permits	200-17
203.1	Subdivisions	200-17
203.2	Sites Not Involving the Subdividing of Land	200-17
203.3	Driveway Permits	200-17
203.4	Pavement Cut Permit	200-17
204.	Construction	200-18
204.1	Pre-Construction Conference	200-18
204.2	Approves Plans	200-18
204.3	Notification	200-18
205.	Inspection	200-18
205.1	Subdivisions	200-18
205.2	Commercial / Industrial Sites not involving the subdividing of land	200-18

206.	As-Builts	200-19
207.	Maintenance Bond, Letters of Credit, and Performance Bond	200-20
208.	Eighteen (18) Month Maintenance	200-20
209.	Certificate of Dedication and Maintenance Agreement	200-21
210.	Model Home Permits	200-22

200. **PLAN REVIEW AND GENERAL REQUIREMENTS**

201. **Use of Words and Interpretation.**

201.1 For the purpose of these Regulations, the following shall apply to the use of all words:

- A. When appropriate to the context, words used in the singular shall include the plural, and the plural the singular; words used in the present tense shall include the future tense, and vice versa.
- B. Words in the masculine gender shall include the feminine.
- C. The word “shall” is mandatory and not discretionary.
- D. The word “may” is permissive.
- E. Use of the word “and” is inclusive and requires that all of the component phrases so connected must be present or fulfilled for sufficiency.
- F. Use of the word “or” is not exclusive, and requires that at least one of the component phrases so connected must be present or fulfilled for sufficiency. The word “or” may allow more than one component phrase to be present or fulfilled, as is implied by the common term “and/or.”

201.2 The following shall control the interpretation of words and phrases as used in these Regulations:

- A. Words and phrases defined in these Regulations shall be interpreted as defined herein.
- B. Words or phrases not defined herein shall be interpreted as defined in other ordinances and codes of the City of Villa Rica. Words or phrases not defined in the above-mentioned documents shall have their customary dictionary definitions where not inconsistent with the context.

202. **Plan Review Procedure.** Plan review procedures are dependent on the type of the proposed development. There are three types of developments as follows:

- A. Subdivision developments (residential, commercial, and industrial) involving the subdividing of a tract or parcel of land into two (2) lots or building sites:
- B. Subdivision developments (residential, commercial, and industrial) involving the subdividing of a tract or parcel of land into three (3) or more lots or building sites; and
- C. Non-subdivision commercial/industrial developments.

202.1 **Stages of Residential Subdivision Development Plans Review:**

Scope:

Plan design, submittal, and review is divided into 4 stages which correspond to the following 4 types of plans:

1. **Preliminary Plat** - conceptual street and lot layout of subdivision with topography of not more than two (2) foot intervals. A plat review fee of two hundred dollars (\$200.00) shall be required at the time of submittal. No less than twenty (20) working days prior to the next regular meeting of the planning commission, a letter addressed to the planning commission requesting review and approval of a preliminary plat shall be given to the Community Development office along with six (6) copies of the plat for distribution. Upon approval of the plat by individual departments, six (6) copies of the approved plat stamped by each department shall be submitted to the Community Development office to be distributed to the City of Villa Rica Planning Commission for approval. Approval of a preliminary plat shall expire and be null and void after a period of 24 months from the date of approval unless an extension of time is approved by the Planning Commission. (A preliminary plat shall not be required of subdivisions on an existing street involving only two (2) lots or building sites.

Information to be Provided.

Preliminary subdivision plats shall contain the following information:

- 1. Subdivision Name.
- 2. Name, address and 24-hour phone number of developer.
- 3. Date including most recent revision date.
- 4. Graphic scale (not to exceed 1"=100')
- 5. Location Index map (approximate scale 1"=6000')
- 6. North arrow.

7. Land lot, District and Section.
8. Maximum sheet size 24"x 36" unless otherwise approved.
9. Exact boundary lines of the entire tract indicated by a heavy line giving lengths and bearings.
10. Present zoning and zoning of abutting land.
11. Proposed street and lot layout.
12. Proposed street names.
13. Lot lines with approximate dimensions.
14. Location of bold lines for phased developments.
15. Lots numbered consecutively disregarding phasing.
16. General notes on the plat stating total project acreage, total number of lots and lot density, minimum size of lots, minimum lot width and frontage, and required setbacks for present zoning.
17. Existing streets, utilities, and easements on and adjacent to the tract.
18. Provisions for water supply, sewerage, and drainage.
19. Location of 100-year floodplain and Future Conditions floodplain or statement that no part of the property lies within the 100-year floodplain.
20. Minimum building front yard setback line shown graphically on the plat.
21. Surveyors and/or Engineer's Stamp.
22. Signature Statement for planning commission. Statement shall read as follows:

Preliminary Plat Approval Certificate

All requirements of the City of Villa Rica Development Regulations relative to the preparation and submission of a Preliminary Plat having been fulfilled, approval of this plat is hereby granted subject to further provisions of said Regulations. This certificate is effective for 24 months from the date of signing unless a Final Plat is recorded.

Planning Commission
Chairman

Date

City Clerk

Date

23. Any and all other information as may be required by the City.
24. Names of owners of record of adjoining properties.

2. **Construction Plans** - detailed design plans of proposed subdivision infrastructure improvements. Six (6) sets of the construction plans shall be submitted to the Community Development office for distribution. A

plan review fee of five hundred dollars (\$500.00) shall be required at the time of submittal. Upon approval of the plans, a stamped approved copy shall be given to each department and the developer sets up a pre-construction conference with the contractor(s) and the City departments mentioned herein. If any construction activity involves a state right-of-way, the developer must first contact Public Works and obtain Georgia D.O.T. approval before construction plans can be approved by the city.

Information to be Provided.

Construction Plans shall contain the following information:

Road Design

1. Acceleration /deceleration lanes at entrance
2. Typical road section for all roads
3. Dimensions of turn radii.
4. Plan and profile of existing city or county road at proposed entrance with the City of Villa Rica's minimum horizontal and vertical stopping sight distance requirements satisfied. The speed limit for the existing city or county road shall be shown.
5. If additional right-of-way is required to bring the City Road up to minimum standards, as shown on the current City Street Classification Map, the future right-of-way shall be shown on the plan. Set backs shall be measured from the future right-of-way.
6. Proposed street profiles for all new streets.
7. Proposed street grades.
8. Proposed length of vertical curves.
9. Vertical stopping sight distance at all proposed internal subdivision intersections.
10. Street horizontal curve radii.
11. All radii, curb set back and taper details.
12. Typical construction details (curb and gutter, paving, etc.)
13. Street signs.

Storm Drainage

1. Topographic layout of development at two (2) foot contour intervals based on mean sea level datum with storm drain layout.
2. Location, size, and length of existing drainage structures with drainage area.
3. Description by registered engineer of downstream property showing the method of runoff control will not adversely affect the property downstream.
4. Location, size, length, and type of all proposed drainage structures.
5. Drainage area to each inlet point of the drainage system.

6. Ditch profiles.
7. Ditch cross-sections every (50) feet with velocity of runoff (no more than 5.0 fps without lining the ditch.)
8. Hydrology study by a state approved professional for detention ponds, if required.
9. The 100-year floodplain / Future Conditions floodplain limits and elevation or note absence.
10. Profile of storm drainage pipes.
11. All cross-drain pipes shown on the street profiles.
12. Water travel distance between catch basins.
13. Drainage at intersections indicated by flow arrows on plan sheet.
14. All drainage structure outlets to be erosion proofed.
15. Method of sizing all storm drainage structures.
16. Easements for drainage system – minimum of ten (10) feet for piped runoff, minimum of twenty (20) feet for open ditches.
17. Dam breach zone shown if an existing or proposed permanent pond/lake is a part of the proposed subdivision.
18. Cul-de-sac grading detail for steep downhill cul-de-sacs.

Water Layout

1. Site plan with water layout only.
2. Pipe locations and sizes
3. Location and size of gate valves & air release valves.
4. Thrust blocks at all bends and tees.
5. Location of all existing and proposed fire hydrants.
6. Existing water main locations, sizes, and types of materials surrounding the project.
7. Detail of tap to water main.
8. Proposed meter sizes and locations.
9. Nearest existing line valves on main, in order to isolate tap.
10. Pressure flow-test results.
11. If proposed water line crosses private property, a twenty foot (20) permanent easement is required.

Sewer Layout

1. EPD Sanitary Sewer Submittal Form filled out by registered engineer.
2. Site plan showing sewer layout.
3. Sewer layout should have manhole numbers, line designations, flow arrows, street names, and topography.
4. Sewer layout showing proposed storm drain crossings.
5. Detail tie-in of proposed lines with existing lines as to elevation and invert direction of manholes.
6. Profile of proposed sewer lines.

7. Manhole numbers and locations.
8. Outside drop-manhole designated.
9. Percent grade, length, size of lines.
10. Lateral locations.
11. Materials to be used.
12. Location in profile of streams and storm drains.
13. Easements to be twenty (20) foot permanent and sixty (60) foot for temporary construction.
14. Easements for future sewers if required.
15. Bedding details.

Additional Requirements:

1. Preliminary plat submitted with construction plans.
2. Sidewalks.
3. Show location of all wells within one hundred (100) feet of property or certify that there are no wells, if lots are served by septic tank.
4. Names of all utility companies.
5. Erosion control plan.
6. Tree protection plan.
7. Show location of any landfills or debris or garbage disposal sites on the property.
8. Additional Notes Below:

- Notes:
1. It is the developer's responsibility to address any wetland issues to the satisfaction of the U.S. Army Corps of Engineers.
 2. It is the developer's responsibility to abide by all the rules and regulations pertaining to the State of Georgia's National Pollutant Discharge Elimination System (NPDES) permit requirements."
 3. It is the developer's responsibility to abide by all the rules and regulations pertaining to the U.S. Fish and Wildlife Service if applicable.

3. Erosion and Sediment Control Plans - A plan for the control of soil erosion and sedimentation resulting from a land-disturbing activity involving the disturbance of 1.0 acres or greater. Said plans are a part of the requirements for a Land Disturbance Permit as addressed in Section 700 of the City of Villa Rica Development Regulations. An approved copy of this plan must be provided to all departments as part of the construction plan review process.

4. **Final Plat** - plan of subdivision which conforms to the approved preliminary plat and the specifications required herein for recording at the Clerk of Superior Court. A plat review fee of three hundred dollars (\$300.00) shall be required at the time of submittal. Prior to the submittal of the final plat for review, the following shall apply: 1.) All street and utility construction must be completed, inspected and approved; 2.) All property corner pins must be installed; 3.) As-built drawings must be submitted; and 4.) Bonding requirements, if applicable, satisfied. Six (6) copies of the final plat and as-built drawings shall be submitted to the Community Development office for distribution. Once the signatures of approval from the designated City Departments have been obtained on the final plat, the developer shall submit the plat to the Clerk of Superior Court of Carroll County and/or Douglas County for recording. Upon recording of the final plat, the developer shall provide four (4) hard copies of the plat to the Community Development office. An electronic version of the final plat shall be provided in AutoCAD format to the Community Development office.

The Final Plat shall contain the following information:

1. Sheet size no larger than 18" x 24"
2. Exact boundary lines of the tract by bearings and distances determined by a field survey.
3. Field survey error of closure not to exceed one to ten thousand.
4. Equipment used in field survey.
5. Calculated error of closure of plat.
6. Present zoning and zoning of abutting land.
7. Exact locations, R/W widths, and names of all streets that immediately adjoin the subdivision.
8. Appropriate data for all streets, lot lines, and centerlines as required by the city and according to the requirements of the State of Georgia for professional surveyors and engineers.
9. General notes on the plat stating total project acreage, total number of lots and lot density, minimum size of lots, minimum lot width and frontage, and required setbacks for present zoning. All zoning stipulations, if any, must also be on the plat.
10. Lots shall be numbered consecutively; divisions shall be made by units or phases.
11. Each lot's area in square feet or acres.
12. Deed book and page number of protective covenants if any.
13. Accurate location, material, and description of all monuments and markers.
14. Location of sidewalks.
15. Show all Storm lines on plat.
16. Location of all easements.
17. Required buffers and recreational areas (if any).

SECTION 200 PLAN REVIEW AND GENERAL REQUIREMENTS

18. Land lot lines accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
19. All surveys and plats must be prepared by a state certified engineer and /or surveyor.
20. Location of 100-year floodplain and Future Conditions floodplain or statement that no part of the property lies within the 100-year floodplain.
21. The following certificate statements shall be shown on the plat:

Owner's Certificate:

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public forever.

Owner

Date

Surveyor's Certificate:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked "future" and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.

Owner

Date

City of Villa Rica Certificate:

In accordance to the City of Villa Rica Development Regulations and the City's Zoning Ordinance, all requirements of approval have been fulfilled; this plat was given final approval by the following City officials and personnel and on behalf of the City of Villa Rica:

Planning Commission Chairman

Date

Community Development Director

Date

Mayor

Date

Covenants, if separately recorded:

This plat is subject to the covenants set forth in the separate document(s) attached hereto dated _____, which hereby become a part of this plat, and which were recorded in plat book _____ Page _____.

21. Any and all other information as required by the city.

202.2 **Stages of Commercial/Industrial Subdivision Plan Reviews:**

Scope:

Plan design, submittal, and review is divided into 4 stages which corresponds to the following 4 types of plans:

1. **Preliminary Plat** - conceptual street and lot layout of subdivision with topography of not more than two (2) foot intervals. A plat review fee of two hundred dollars (\$200.00) shall be required at the time of submittal. No less than twenty (20) working days prior to the next regular meeting of the planning commission, a letter addressed to the planning commission requesting review and approval of a preliminary plat shall be given to the Community Development office along with six (6) copies of the plat for distribution. Upon approval of the plat by individual departments, six (6) copies of the approved plat stamped by each department shall be submitted to the Community Development office to be distributed to the City of Villa Rica Planning Department for approval. Approval of a preliminary plat shall expire and be null and void after a period of 24 months from the date of approval unless an extension of time is approved by the Planning Commission. (A preliminary plat shall not be required of subdivisions on an existing street involving only two (2) lots or building sites.

Information to be Provided.

Preliminary subdivision plats shall contain the following information:

1. Subdivision Name.
2. Name, address and 24-hour phone number of developer.
3. Date including most recent revision date.
4. Graphic scale (not to exceed 1"=100')
5. Location Index map (approximate scale 1"=6000')
6. North arrow.

SECTION 200 PLAN REVIEW AND GENERAL REQUIREMENTS

7. Land lot, District and Section.
8. Maximum sheet size 24"x 36" unless otherwise approved.
9. Exact boundary lines of the entire tract indicated by a heavy line giving lengths and bearings.
10. Present zoning and zoning of abutting land.
11. Proposed street and lot layout.
12. Proposed street names.
13. Lot lines with approximate dimensions.
14. Location of bold lines for phased developments.
15. Lots numbered consecutively disregarding phasing.
16. General notes on the plat stating total project acreage, total number of lots and lot density, minimum size of lots, minimum lot width and frontage, and required setbacks for present zoning.
20. Existing streets, utilities, and easements on and adjacent to the tract.
21. Provisions for water supply, sewerage, and drainage.
22. Location of 100-year floodplain and Future Conditions floodplain or statement that no part of the property lies within the 100-year floodplain.
20. Minimum building front yard setback line shown graphically on the plat.
21. Surveyors and/or Engineer's Stamp.
22. Signature Statement for Planning Commission. Statement shall read as follows:

Preliminary Plat Approval Certificate

All requirements of the City of Villa Rica Development Regulations relative to the preparation and submission of a Preliminary Plat having been fulfilled, approval of this plat is hereby granted subject to further provisions of said Regulations. This certificate is effective for 24 months from the date of signing unless a Final Plat is recorded.

Planning Commission
Chairman

Date

City Clerk

Date

23. Any and all other information as may be required by the City.
24. Names of owners of record of adjoining properties.

2. **Construction Plans** - detailed design plans of proposed subdivision infrastructure improvements. Six (6) sets of the construction plans

shall be submitted to the Community Development office for distribution. A plan review fee of five hundred dollars (\$500.00) shall be required at the time of submittal. Upon approval of the plans, a stamped approved copy shall be given to each department and the developer sets up a pre-construction conference with the contractor(s) and the City departments mentioned herein. If any construction activity involves a state right-of-way, the developer must first contact Public Works and obtain Georgia D.O.T. approval before construction plans can be approved by the city.

Information to be Provided.

Construction Plans shall contain the following information:

Road Design

1. Acceleration /deceleration lanes at entrance
2. Typical road section for all roads
3. Dimensions of turn radii.
4. Plan and profile of existing city or county road at proposed entrance with the City of Villa Rica's minimum horizontal and vertical stopping sight distance requirements satisfied. The speed limit for the existing city or county road shall be shown.
5. If additional right-of-way is required to bring the City Road up to minimum standards, as shown on the current City Street Classification Map, the future right-of-way shall be shown on the plan. Set backs shall be measured from the future right-of-way.
6. Proposed street profiles for all new streets.
7. Proposed street grades.
8. Proposed length of vertical curves.
9. Vertical stopping sight distance at all proposed internal subdivision intersections.
10. Street Horizontal curve radii.
11. All radii, curb set back and taper details.
12. Typical construction details (curb and gutter, paving, etc.)
13. Street signs.

Storm Drainage

1. Topographic layout of development at two (2) foot contour intervals based on mean sea level datum with storm drain layout.
2. Location, size, and length of existing drainage structures with drainage area.
3. Description by registered engineer of downstream property showing the method of runoff control will not adversely affect the property downstream.

4. Location, size, length, and type of all proposed drainage structures.
5. Drainage area to each inlet point of the drainage system.
6. Ditch profiles.
7. Ditch cross-sections every (50) feet with velocity of runoff (no more than 5.0 fps without lining the ditch.)
8. Hydrology study by a state approved professional for detention ponds, if required.
9. The 100-year floodplain and Future Condition floodplain limits and elevation or note absence.
10. Profile of storm drainage pipes.
11. All cross-drain pipes shown on the street profiles.
12. Water travel distance between catch basins.
13. Drainage at intersections indicated by flow arrows on plan sheet.
14. All drainage structure outlets to be erosion proofed.
15. Method of sizing all storm drainage structures.
16. Easements for drainage system – minimum of ten (10) feet for piped runoff, minimum of twenty (20) feet for open ditches.
17. Dam breach zone shown if an existing or proposed permanent pond/lake is a part of the proposed subdivision.
18. Cul-de-sac grading detail for steep downhill cul-de-sacs.

Water Layout

1. Site plan with water layout only.
2. Pipe locations and sizes
3. Location and size of gate valves, air release valves.
4. Thrust blocks at all bends and tees.
5. Location of all existing and proposed fire hydrants.
6. Existing water main locations, sizes, and types of materials surrounding the project.
7. Detail of tap to water main.
8. Proposed meter sizes and locations.
9. Nearest existing line valves on main, in order to isolate tap.
10. Pressure flow-test results.
11. If proposed water line crosses private property, a twenty foot (20) permanent easement is required.

Sewer Layout

1. EPD Sanitary Sewer Submittal Form filled out by registered engineer.
2. Site plan showing sewer layout.
3. Sewer layout should have manhole numbers, line designations, flow arrows, street names, and topography.
4. Sewer layout showing proposed storm drain crossings.

5. Detail tie-in of proposed lines with existing lines as to elevation and invert direction of manholes.
6. Profile of proposed sewer lines with:
7. Manhole numbers and locations.
8. Outside drop-manhole designated.
9. Percent grade, length, size of lines.
10. Lateral locations.
11. Materials to be used.
12. Location in profile of streams and storm drains.
13. Easements to be twenty (20) foot permanent and sixty (60) foot for temporary construction.
14. Easements for future sewers if required.
15. Bedding details.

Additional Requirements:

1. Preliminary plat submitted with construction plans.
2. Sidewalks.
3. Show location of all wells within one hundred (100) feet of property or certify that there are no wells, if lots are served by septic tank.
4. Names of all utility companies.
5. Erosion control plan.
6. Tree protection plan.
7. Show location of any landfills or debris or garbage disposal sites on the property.
8. Additional Notes Below:

Notes: 1. It is the developer's responsibility to address any wetland issues to the satisfaction of the U.S. Army Corps of Engineers.

2. It is the developer's responsibility to abide by all the rules and regulations pertaining to the State of Georgia's National Pollutant Discharge Elimination System (NPDES) permit requirements."

3. It is the developer's responsibility to abide by all the rules and regulations pertaining to the U.S. Fish and Wildlife Service if applicable.

3. **Erosion and Sediment Control Plans** - A plan for the control of soil erosion and sedimentation resulting from a land-disturbing activity involving the disturbance of 1.0 acres or greater. Said plans are a part of the requirements for a Land Disturbance Permit as addressed in Section 700 of the City of Villa Rica Development Regulations. An

approved copy of this plan must be provided to all departments as part of the construction plan review process.

4. **Final Plat** - plan of subdivision which conforms to the approved preliminary plat and the specifications required herein for recording at the Clerk of Superior Court. A plat review fee of three hundred dollars (\$300.00) shall be required at the time of submittal. Prior to the submittal of the final plat for review, the following shall apply: 1.) All street and utility construction must be completed, inspected and approved; 2.) All property corner pins must be installed; 3.) As-built drawings must be submitted; and 4.) Bonding requirements, if applicable, satisfied. Six (6) copies of the final plat and as-built drawings shall be submitted to the Community Development office for distribution. Once the signatures of approval from the designated City Departments have been obtained on the final plat, the developer shall submit the plat to the Clerk of Superior Court of Carroll County and or Douglas County for recording. Upon recording of the final plat, the developer shall provide four (4) hard copies of the plat to the Community Development office. An electronic version of the final plat shall be provided in AutoCAD format to the Community Development office.

Information to be Provided.

The Final Plat shall contain the following information:

1. Sheet size no larger than 18" x 24"
2. Exact boundary lines of the tract by bearings and distances determined by a field survey.
3. Field survey error of closure not to exceed one to ten thousand.
4. Equipment used in field survey.
5. Calculated error of closure of plat.
6. Present zoning and zoning of abutting land.
7. Exact locations, R/W widths, and names of all streets that immediately adjoin the subdivision.
8. Appropriate data for all streets, lot lines, and centerlines as required by the city and according to the requirements of the State of Georgia for professional surveyors and engineers.
9. General notes on the plat stating total project acreage, total number of lots and lot density, minimum size of lots, minimum lot width and frontage, and required setbacks for present zoning.
10. Lots shall be numbered consecutively; divisions shall be made by units or phases.
11. Each lot's area in square feet or acres.
12. Deed book and page number of protective covenants if any.

SECTION 200 PLAN REVIEW AND GENERAL REQUIREMENTS

13. Accurate location, material, and description of all monuments and markers.
14. Location of sidewalks.
15. Location of all easements.
16. Required buffers and recreational areas (if any).
17. Land lot lines accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
18. All surveys and plats must be prepared by a state certified engineer and /or surveyor.
19. Location of 100-year floodplain and Future Conditions floodplain or statement that no part of the property lies within the 100-year floodplain.
20. The following certificate statements shall be shown on the plat:

Owner's Certificate:

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public forever.

Owner

Date

Surveyor's Certificate:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked "future" and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.

Owner

Date

City of Villa Rica Certificate:

In accordance to the City of Villa Rica Development Regulations and the City's Zoning Ordinance, all requirements of approval have been fulfilled; this plat was given final approval by the following City personnel on behalf of the City of Villa Rica:

Planning Commission Chairman

Date

Community Development Director

Date

Mayor

Date

Covenants, if separately recorded:

This plat is subject to the covenants set forth in the separate document(s) attached hereto dated _____, which hereby become a part of this plat, and which were recorded in plat book _____ Page.

- 21. Any and all other information as required by the city.
- 22. Lots, lot areas and lot numbers are optional at the discretion of the developer. If lots are included, the exact boundaries shall be shown by bearing and distances as determined by a field survey, and corners shall be marked on the ground with appropriate permanent monumentation.
- 23. Any and all other information as required by the City.

202.3 **Commercial/Industrial Site Development Plans**

- A. For individual commercial or industrial sites not within a Commercial or Industrial Subdivision, only construction plans are designed and submitted for review for this type of development. Six (6) sets of plans shall be submitted to the Community Development office to be distributed to other City departments. A plan review fee of five hundred dollars (\$500.00) shall be required at the time of submittal. Upon approval of the plans by individual departments, each department retains a copy of the approved stamped plans.
- B. For individual commercial or industrial sites within a Commercial or Industrial Subdivision Development, the same requirements as in A above may be submitted only after approval by the City and recording of the Final Plat for the development.

202.4 **Plan Approval:**

- A. Approval of construction plans shall expire eighteen **(18)** months from the date of approval without the issuance of a building permit from the City of Villa Rica.
- B. If a discrepancy occurs between the approved plans and the City's development standards, unless a variance or exception has been

obtained, the Development Standards shall be the superseding document.

203. **Permits**

203.1 **Subdivisions:** The Community Development office issues the following permits for the construction of a subdivision:

- A. Land Disturbance Permit - after the approval of the construction plans, this permit is issued for the implementation of erosion control measures as shown on the approved construction plans for projects as required under Section 700 of the City of Villa Rica Development Regulations.

203.2 **Sites not involving the subdividing of land:** The Department of Community Development issues the following two (2) permits for the construction of sites:

- A. Land Disturbance Permit - after the approval of the construction plans, this permit is issued for the implementation of erosion control measures as shown on the approved construction plans for all projects as required under Section 700 of the City of Villa Rica Development Regulations.
- B. Building Permit - this permit is issued for the construction of proposed buildings. The building permit is issued after the site construction plans are approved, the building architectural plans are approved, and the Land Disturbance Permit is issued (if applicable). Appropriate permit fees shall apply.

203.3 **Driveway Permits** – a review will be required of all new driveway cuts on public right-of-way for the purpose of ensuring the requirements of these Regulations are complied with and to determine if additional right-of-way improvements will be needed to be made by the property owner in order that the public right-of-way will accommodate the proposed vehicular use of said new driveway. When a building permit or land disturbance permit is required, the driveway permit will be incorporated into said permits and no additional fees will be required. When no other permits are required, a permit fee of fifty dollars (**\$50.00**) will be required.

203.4 **Pavement Cut Permit** - a permit will be required prior to any work being done involving the cutting of any existing public right-of-way pavement.

Said permit will be issued by the City Public Works Department. **(No permit fee is required).**

204. **Construction**

204.1 **Pre-construction Conference:** The developer is required to schedule a meeting with the Community Development office and all public and/or private utilities for the purpose of discussing the construction and inspection of the proposed development. **The pre-construction conference is required before the issuance of any permits unless waived by all affected City Departments.**

204.2 **Approved Plans:** An approved set of construction plans stamped by the City must be kept onsite at all times by the Contractor.

204.3 **Notification:** The City shall be notified by the developer or his/her contractor before construction begins, and at the various stages in construction required by the City. The City shall be given a **two (2) business days** advance notice before construction begins. The appropriate department as outlined in Section 205 of these Regulations will be directly notified for an inspection request.

205. **Inspection**

205.1 **Subdivisions:**

- A. Public Works Department - this department is responsible for inspection of roads, storm drainage, and grading construction.
- B. Water Department - this department is responsible for inspection of water and sanitary sewer construction.
- C. Community Development office – the Building Official in this department is responsible for inspection of erosion control construction.
- D. And any other appropriate City department whose inspections are necessary to insure compliance with the Ordinance of the City.
- E. The City of Villa Rica reserves the right to charge an inspection fee consistent with an approved fee schedule set by Mayor and Council.

205.2 **Commercial/Industrial Sites not involving the subdividing of land:**

- A. Public Works Department - this department is responsible for inspection of entrance, storm drainage, and grading construction.

- B. Water Department - this department is responsible for inspection of water, sanitary sewer, and fire line for sprinkler system construction to the double detector check meter and vault. Construction of sanitary sewers onsite within sewer easements or offsite within the public rights-of-way are inspected by this department. Sanitary sewer services outside easements will be inspected by the Building Department. Water line construction up to and including water meters will be inspected by this department. Water line construction downstream of the meters (with the exception of the fire sprinkler system) will be inspected by the Building Department.
- C. Community Development office - this department is responsible for inspection of erosion control, parking layout and landscaping.
- D. And any other appropriate City department whose inspections are necessary to insure compliance with the ordinances of the City.
- E. The City of Villa Rica reserves the right to charge an inspection fee consistent with an approved fee schedule set by Mayor and Council

206. **As-Builts**

As-builts shall be required before the final plat is recorded for subdivisions or before a certificate of occupancy is issued for commercial/industrial sites. All as-built drawings must be on standard 24" X 36" sheets with a maximum scale of 1" = 50'. Electronic files must also be submitted in AutoCAD format with water, sewer and storm system all on separate layers in State Plane Coordinates as described as follows:

- A. The water system as-builts shall show locations of fire hydrants, line valves, tees, water main sizes, and types of materials.
- B. The sanitary sewer system as-builts shall show locations of manholes, lines, services, line sizes, types of materials, manhole inverts, and line grades.
- C. Street and storm sewer as-builts shall show street layout, profiles, and grades, storm sewers and sizes, storm drainage structures, and detention ponds.
- D. Commercial site layout as-builts in addition to water, sanitary sewer, and storm sewer as-builts shall include, but not be limited to, the following final locations of building(s), entrance(s), parking, and grading on computer disk format (if feasible).

- E. Sprinkler system as-builts with head count.

207. **Maintenance Bond, Letters of Credit, and Performance Bond:**

- A. The Developer, after completion of construction to the standards of these regulations, must obtain written approval of said construction by the City before recording the Final Plat or final approval by the City.
- B. The maintenance bond or Letter of Credit covers the cost of maintaining the project for a period of eighteen (18) months from the date the City issues approval of the final plat or project.
- C. The City shall determine the amount of the bond or Letter of Credit based upon the type of project and the total cost which shall be a minimum of 25% of the total cost of the project. Maintenance bonds or Letter of Credits are only required for projects whose total project cost exceeds \$20,000.00. The appropriate legal representative shall approve the bond or Letter of Credit as to form. The bond or Letter of Credit shall be payable to the City of Villa Rica.
- D. In cases where work on City right-of-way is required (i.e. Accel/decel lanes at development entrances), the City shall require a performance bond to cover the cost of estimated construction within the right-of-way. The performance bond amount shall be determined by the City Engineer. The bond term will be one year from the issuance of the Land Disturbance Permit. If the construction covered by the bond fails to be completed within this time frame, the City will access the bond and complete the work.

208. **Eighteen (18) Month Maintenance:**

- A. The developer shall maintain the improvements in his/her development for a period of **18 months** from the date the City issues approval of the Final Plat. At the end of the 18-month maintenance period, the City shall perform an inspection of the development and all improvements. The developer shall be notified by the City of the inspection results in writing within **15 days** from the date of the inspection. The maintenance bond shall be released upon the issuance of a letter stating approval of the development by the City. **(The final plat shall note said maintenance period and note the date that street dedication to the City shall occur).**
- B. If repairs are needed at the end of the 18-month maintenance period in order for the improvements to meet City specifications, the developer shall be

required to make such repairs within **60 days**, after written notification by the City. If the repairs are not completed within said time, and the developer fails to show a legitimate hardship, as determined by the City, which inhibits the completion of the repairs, the maintenance bond shall be called in to pay for the repairs. Should the amount of the maintenance bond be inadequate to pay for the repairs, the developer shall pay the remaining amount. The following procedures shall apply in this situation:

1. The City shall notify the developer in writing of such action.
 2. Upon completion of necessary maintenance repairs, the developer shall request in writing to the City for inspection of the maintenance repairs. The City shall make said inspection and in turn notify the developer of the inspection results.
- C. If the work is free from defects, and the improvements are in compliance with City specifications, the City shall provide written approval to the developer of said compliance and the maintenance bond shall be released. **Bonds are to be written where the City of Villa Rica must release the bond in writing. Bond expiration dates for release are not acceptable.**

209. **Certificate of Dedication and Maintenance Agreement**

Upon issuance of the maintenance bond as provided above, the developer shall execute a certificate of Dedication and Maintenance Agreement as provided by the City. All streets and right-of-way shown upon the final plat, together with all other public improvements shall be dedicated to the City of Villa Rica either in fee simple or by perpetual easement, as appropriate. The Certificate of Dedication shall be recorded by the developer in the office of the Clerk of Superior Court of Carroll County and or Douglas County, Georgia. The developer shall also furnish to the City an opinion by an attorney acceptable to the City that title records have been examined and that marketable fee simple title was vested in the developer at time of recording of the Certificate. The City reserves the right to refuse said dedication for reasons related to construction or maintenance.

The Maintenance Agreement shall obligate the developer, his/hers, successors and assigns to maintain the streets and improvements for a period of **18 months** from date of written acceptance by the City and to correct or repair the same as required in Section 208 of this Section. Said acceptance being the date of Final Plat approval. Furthermore, the developer his/her successors and assigns, shall agree to hold the City harmless and indemnify the City from liabilities arising from defects in design, installation and/or maintenance during the 18-month period.

Upon submission of the Certificate of Dedication and Maintenance Agreement, a recordable executed easement shall be provided to the City for all easements to be dedicated to the City.

Insurance Requirements:

- A. Prior to the issuance of any permit which includes the construction or installation of infrastructure to be dedicated to the City of Villa Rica within rights-of-way, easements, or other property either owned by, to be dedicated, conveyed, or used by the City of Villa Rica, Georgia said contractor, property owner, or entity working on said property for himself/herself and for all subcontractors must provide the City of Villa Rica a liability insurance certificate of \$1,000,000.00 in general liability insurance listing the City of Villa Rica as a co-insured or indicating that coverage under said policy is provided for the City of Villa Rica.
- B. Said certificate shall be presented to the City Manager prior to the issuance of any construction related permits, and must be approved by him prior to the issuance of any construction related permits.

210. **Model Home Permits:**

The City at its discretion may approve up to two (2) model home permits per residential subdivision development with the following stipulations:

1. The streets of the development should be sufficiently complete having Graded Aggregate Base (GAB) in place to avoid the tracking of mud onto adjacent streets;
2. A working fire hydrant must be within 250 linear feet of the model home site; final connection to all utilities must be postponed until final platting is complete and recorded.

Table of Contents

300.	GENERAL DESIGN REQUIREMENTS	300-1
	300.1 Enforcement.....	300-1
	300.2 Use of this Document	300-1
301.	Definitions	300-1
302.	Subdivisions	300-5
	302.1 Minimum Lot Requirements	300-5
	302.2 Monuments	300-6
	302.3 Drainage Ways and Easement	300-6
	302.4 Streets	300-7
	302.5 Entrances	300-9
	302.6 Utilities	300-11
	302.7 Final Plats	300-12
303.	Individual Commercial / Industrial / Multifamily Sites	300-12
	303.1 Development Entrances	300-12
	303.2 Off-street Automobile Parking	300-13
304.	Street Design Criteria	300-13
	304.1 AASHTO Standards	300-13
	304.2 Minimum Design Speed and Maximum Grade	300-13
	304.3 Minimum Street Grade	300-13
	304.4 Site Distance at Entrances	300-13
	304.5 Curves	300-14

SECTION 300 GENERAL DESIGN REGULATIONS

304.6	Street Cross Section	300-14
304.7	Street Paving	300-15
304.8	Dam Supporting Road	300-15
304.9	Curb and Gutter	300-15
304.10	Sidewalks	300-15
304.11	Traffic Signs	300-16
304.12	Street Lighting	300-16
304.13	Utility Locations	300-16
305.	Storm Drainage design Criteria	300-16
305.1	Storm Sewers	300-16
305.2	Drainage structures (Excluding Pipe Or Culverts)	300-17
305.3	Hydrology Study	300-19
305.4	Storm Water Detention Facilities.....	300-20
305.5	Stormwater Quality / Quantity Control Facilities	300-22
305.6	Storm Water Ditches	300-22
305.7	Subdrainage	300-22
305.8	Bridges	300-22
305.9	Existing Dams	300-23
305.10	Proposed Dams	300-23
306.	Materials	300-23
306.1	Compliance	300-23
306.2	Streets	300-24

306.3	Curb and Gutter	300-24
306.4	Storm Sewers	300-24
307.	Construction	300-25
307.1	Compliance	300-25
307.2	Clearing and Grubbing	300-25
307.3	Grading	300-25
307.4	Subgrade	300-26
307.5	Curb and Gutter	300-26
307.6	Street Cuts	300-27
307.7	Underground Utilities	300-27
307.8	Easements	300-27
307.9	Foreign Materials on Streets	300-27
307.10	Storm Sewers	300-28
308.	Standard Details (See Details at end of Section 300)..	
309.	Private Streets	300-28
309.1	Definitions	300-28
309.2	Private Streets Permitted	300-29
309.3	Engineering Plans Required	300-29
309.4	Standards	300-29
309.5	Street Names and Signs	300-30
309.6	Easements	300-30
309.7	Maintenance	300-30

309.8	Specifications for Final Plats Involving Private Streets	300-31
309.9	Requirement of Purchaser's Acknowledgement of Private Responsibilities	300-32
309.10	Agreements, Restrictive Covenants and Other Documentation	300-33

300. GENERAL DESIGN REGULATIONS

General Information

300.1 **Enforcement** - The Community Development Office and/or the Public Works Department of the City of Villa Rica shall be responsible for the enforcement, issuance of permits, and all other requirements contained in this article.

300.2 **Use of this Document:**

- A. This document is subject to periodic revision to meet changing requirements for materials, state and federal regulations, etc. At the beginning of a project the user should verify that he/she has the latest edition.
- B. This document is intended to convey the general design and construction requirements for a typical project. It also lists the specific City of Villa Rica requirements relating to plan review, inspection, testing and acceptance of facilities. It is not intended as a substitute for site-specific engineering and construction techniques.

301. **Definitions** - When used in this ordinance, the following words and phrases shall have the meanings given in this section. Terms not herein defined shall have their customary dictionary definitions where not inconsistent with the context. The term "shall" is mandatory. When not inconsistent with the context, words in the singular number include the plural and those used in the plural number include the singular. Words used in the present tense include the future.

As-Built Drawing: A survey or other drawing based on a field survey which shows existing features or components and horizontal or vertical information (grades or location of improvements). All as-built information submitted to the City of Villa Rica in the form of electronic files must be in AutoCAD format and be drawn using State Plane Coordinates.

Block: A piece or parcel of land entirely surrounded by public highways or streets other than alleys. In cases where the plotting is incomplete or disconnected, the sub-divider may determine the outline of the block.

Building Line: Refer to the Zoning Ordinance for the City of Villa Rica.

Clearing: The removal of trees or other vegetation, but not including grubbing activities.

Construction Plans: A set of engineering drawings of the proposed streets, drainage, and utilities as set forth in Article II in the “Subdivision Construction Plan Checklist”.

Contractor: A person, firm, or corporation with whom the owner of a property has employed or contracted to perform construction activity associated with the development. For purpose of this ordinance the term contractor shall include all subcontractors who are under separate contract or agreement with the contractor for performance of a part of the work at the site.

Cul-de-Sac Street: A street having one end open to traffic and being permanently terminated within the development by a vehicular turnaround. For the purpose of designation, a cul-de-sac street shall be interpreted to begin at the intersection of two or more streets nearest to the vehicular turnaround.

Developer: Any person, individual, firm, partnership, association, corporation, estate, trust, or any other group or combination acting as a unit who directs the undertaking or proposes to undertake development activities whether the development involves the subdivision of the land for sale to individual users, the construction of buildings or other improvements on a single land ownership, or both.

Drainage Way: An area designated for the conveyance of storm water runoff through real property, including both natural and man-made areas.

Easement: Recorded authorization for a specified purpose by a property owner for the use of any designated part of the real property by another entity.

Erosion & Sediment Control Regulations: Refer to Section 700 of the Development Regulations.

Final Plat: A plat of a tract of land which meets the requirements of the City of Villa Rica for permanent recording in the office of the Clerk of Superior Court of Carroll County and/or Douglas County.

Flood Plain Ordinance: Refer to Section 600 of the Development Regulations.

Frontage: Refer to “Lot Frontage” in the Zoning Ordinance for the City of Villa Rica.

Georgia DOT: The Department of Transportation of the State of Georgia.

Grading: The movement, removal or addition of earth on a site by the use of

mechanical equipment.

Grubbing: The removal of stumps or roots from a property.

Health Department: The Carroll County and/or Douglas County Health Department.

Industrial Development: Any development that will contain a loading dock or will be subject to frequent truck traffic.

Lot: A lot of record, or any combination of lots of record, held in a single ownership by one person, or in common ownership by more than one, which has both lot area and lot dimensions equal to or greater than the lot width and lot area requirements established by the City Zoning Ordinance for the zoning district in which such tract of land is located and for the use proposed for the tract of land.

Lot Width: The horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line.

Comprehensive Plan: City of Villa Rica Comprehensive Plan 2005-2026 as amended.

Mean Sea Level: The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of these Regulations, the term is synonymous with the National Geodetic Vertical Datum (NGVD). All topographic information submitted to the City of Villa Rica as part of a proposed development must be reduced to Mean Sea Level, temporary bench mark data will not be accepted.

Preliminary Plat: An overall layout of the proposed development usually shown on one sheet which meets the minimum standards of the City of Villa Rica.

Project: A principal building or structure, or group of buildings or structures, planned and designed as an interdependent unit together with all accessory uses or structures, utilities, drainage, access, and circulation facilities, whether built in whole or in phases. Examples include but are not limited to: a principal building on a lot, a residential subdivision, a multi-family development, a shopping center, or an office park.

Responsible Party: In the context of enforcement procedures, a person who is alleged to have committed, causes, continued or created a violation of the terms, requirements, regulations, or provisions of these Regulations whether as a direct act, through lack of action, through neglect, or at the direction of or on behalf of others. A responsible party may be the owner of a premises where a violation has occurred; an occupant whether through ownership, lease or other tenancy; a contractor, builder or developer; an agent of or person otherwise acting on behalf of the aforementioned parties; or other person acting in violation of these regulations.

Street Classification Map: A comprehensive plan of arterial, major collector, minor collector, and local streets and roads for all or a portion of the City.

Site Work: Development activity to prepare a property for construction of buildings or finished structures, including clearing, grubbing, grading, and installation of soil sedimentation and erosion control facilities.

Street Classification: Will be defined according to the City of Villa Rica Street Classification Map but are described in general as follows:

- A. Arterial: A street having a minimum right-of-way of one hundred (100) feet and which is used primarily for fast and heavy traffic flow, is of considerable continuity, and is used as a traffic artery for inter-transportation between large areas.
- B. Major Collector: A street having a minimum right-of-way of eighty (80) feet and which carries traffic from activity centers and minor collector streets to arterial streets.
- C. Minor Collectors: A street having a minimum right-of-way of sixty (60) feet and which is primarily used as a link between local streets and major collectors or arterial streets.
- D. Local: A street having a minimum right-of-way of fifty (50) feet and which is used primarily in residential subdivisions for access to abutting properties as opposed to the collection and disbursement of traffic.

Soil Erosion and Sediment Control Regulations: Refer to Section 700 of the Development Regulations.

Sub-divider: Any person, corporation or duly authorized agent, planner, designer, land surveyor, (landscape) architect or engineer, who undertakes the subdivision of land as defined herein.

Subdivision: Any division of a tract or parcel of land into two (2) or more lots, building sites, or other parts for the purpose of immediate or future sale, legacy, or building development. The term includes re-subdivision and any division of land involving a new street, existing street, or a change in existing streets, and, as appropriate to the context, relates to the process of subdividing or to the land/or area subdivided. The term does not include the combination or recombination of portions of previously plated lots, where the total number of lots is not increased and the resultant lots meet the standards of the city, or the division of land into parcels of five (5) acres or more, where no new streets or new utility services are involved.

Variance: A variance is a change in the general design of a development but which shall in no way make null the Development Regulations or the City of Villa Rica Zoning Ordinance.

Water and Sewer System: City of Villa Rica Water Department provides water and sewer in portions of the City.

Zoning Ordinance: The Ordinance adopted by the Mayor and Council and known as the City of Villa Rica Zoning Ordinance.

302. **Subdivisions**

302.1 **Minimum Lot Requirements:**

- A. Minimum right-of-way: Each lot shall front upon a dedicated public street having a right-of-way of not less than 50 feet.
- B. Arrangements: Side lots lines should be at right angles (90 degrees) to straight street lines or radial to curved street lines. Side lot lines should be radial to the center points in all cul-de-sacs. Side lot lines may deviate up to 5 degrees if necessary to combine property corners.
- C. Building Lines: Building lines shall conform to the City of Villa Rica Zoning Ordinance.
- D. Double Frontage Lots: Access shall be restricted to the interior street(s) for all residential subdivisions.

- E. **Minimum Lot Frontage:** The minimum width of frontage of any lot shall be as required by the City of Villa Rica Zoning Ordinance for the specific zoning district in which the lot is located. The lot width at any point from the road right-of-way to the building line shall not be less than the minimum required frontage width.

302.2 **Monuments:** All corners shall be marked with an iron pin, one-half inch in diameter or greater and 18 inches long and driven so as to extend not less than one inch above the finished grade. If unable to penetrate ground 18 inches, then set other permanent monuments (PK nail in asphalt, spike, chiseled x, etc.).

302.3 **Drainage Ways and Easement:**

- A. Drainage ways for man-made drainage ditches shall be cleared and opened at the time of development to control surface water runoff. Runoff slopes, and side slopes to be specified by the Developer's Engineer, according to good engineering practices. Drainage ditches shall conform to the requirements of this regulation, as specified in Section 305.5.
- B. Drainage ways shall be provided where a subdivision is traversed by a water course, natural stream, channel or any other circumstances where required by the Public Works Department. It shall conform substantially to the limits of such water course plus any additional width as is necessary to accommodate future development.
- C. Drainage ways off the street right-of-way that are to be dedicated to the City shall be clearly defined on the plat of the individual property owner and said property owner shall be required to keep easement free of obstructions and shall maintain same in such a way as to assure free and maximum flow at all times.
- D. All drainage ways, including existing drainage ditches, shall be clear of debris, excess dirt and other materials. The ground shall be smoothed down and grassed by the Developer within fourteen (14) days of completing construction work. The use of sediment control measures shall be required to protect the area until a vegetative cover is obtained.
- E. Permanent sanitary sewer easements of 20 feet in width shall be provided for sewer lines. If sanitary sewer lines are excessively deep, wider easements shall be required to maintain a 1:1 open cut slope.
- F. Easements for sanitary sewers, drainage, and other utility purposes

may be combined, but shall be of a minimum width as specified by the Superintendent of the specific utility departments of the involved utilities.

- G. All drainage ditches and structures must be centered on dedicated easements unless otherwise approved by the Public Works Department.

302.4 Streets:

- A. Prior to submission of preliminary plat, the developer shall meet with the Director of Public Works to have the proposed street classified, in order that it can be accepted into the City's System. In some cases, it may be desirable for a street to have a higher classification based upon ultimate development of the entire area, which is not necessarily just the one development being submitted. This is particularly true in the more outlying areas around the City. Street continuity may require that a cul-de-sac street be provided in a current development at the property line, such that it can be extended in the future. In a case of this nature, the current development would provide the street to the property line. The future development would pick up at the property line and continue the street.
- B. Existing Streets: When development is proposed on an existing street(s), all improvements required under these standards shall apply to the side of the street which the development abuts.
- C. Relation to Adjoining Street System: The proposed street system shall extend existing streets, but to current city standards. If lots front on the existing city street, it shall be improved out to an acceptable city or county road by the developer.
- D. Alleys: Alleys may be provided to the rear of all lots except lots with double frontage.
- E. Restriction of Access: When a subdivision fronts on an arterial or major collector as shown on the City of Villa Rica Street Classification Map, double frontage lots shall be provided with frontage on an interior street with no access to the arterial or major collector.
- F. All dead-end streets shall have a cul-de-sac as defined in Section 3.8 "Standard Details."
- G. Conformity to the Villa Rica Street Classification Map: The location and width of all streets and roads shall conform to the official City of

Villa Rica Street Classification Map. Street plans and profiles shall be approved by the City.

H. Intersections:

1. Street intersections shall be as nearly at right angles as is possible.
2. No intersection shall be at an angle of less than 75 degrees.
3. The property line at street corners shall be mitered adequately to permit construction of a 13-foot clear shoulder behind the curb & gutter.
4. Sight distance at intersections shall meet requirements of this regulation (see Section 3.8.06 "Standard Details.")
5. Islands at intersections shall be subject to individual approval by the City. In no case shall anything extend more than two (2) feet above the back of the curb within the right-of-way of the street to be intersected.
6. Landings shall be required for all intersections. These landings shall be as defined in Section 3.8.05 "Standard Details."
7. Opposing tee street intersections shall be directly aligned or shall be offset at least 200 feet.
8. Intersections shall have a minimum radius as measured to the face of the curb of 40' for residential, commercial and retail subdivisions and 75' for heavy industrial subdivisions.

I. Names:

1. Proposed streets that are obviously in alignment with other already existing and named street(s) shall bear the name(s) of such existing street(s).
2. No proposed street name shall duplicate an existing street name within the City of Villa Rica or Carroll County and/or Douglas County regardless of the use of the suffix "Street", "Avenue", "Boulevard", "Drive", "Place", "Way", "Court", or however otherwise designated.
3. All street names are subject to the approval of the City.

J. Right-of-Way:

1. The minimum width of right-of-way, as measured from lot line, shall be as shown in Section 3.8 “Standard Details” 3.8.01.
2. Adequate right-of-way shall be provided to allow the construction of a 13’ (foot) cleared shoulder behind the curb line except industrial streets shall have a 16’ (foot) cleared shoulder.
3. When the development (residential or commercial) is located on only one side of an existing street, one-half of the required right-of-way as measured from the centerline of the existing right-of-way, shall be shown on the plan and is required to be dedicated to the City.
4. Lawn sprinkler systems and trees shall be located outside existing or proposed street right-of-ways unless otherwise approved by the City.

K. Traffic Studies:

The Public Works Department may require that a traffic study be performed prior to the issuance of any permits to evaluate the current capacity of streets expected to carry the traffic volumes from the proposed development.

302.5 Entrances:

- A. Maximum lots served: Subdivision developments with 200 or more lots shall be required to have at least two entrances.
- B. Street Access - Curb Cuts in Other Than Residential Districts: Curb cuts for service drives, entrances, exits, and other similar facilities on public streets in other than Residential districts shall not be located within 50 feet of any intersection.

- C. Driveways: No more than two (2) combined entrances and exits shall be allowed on any parcel or property when the frontage of which is less than two hundred (200) feet. Additional entrances or exits for parcels or property having a frontage in excess of two hundred (200) feet shall be permitted only after showing of actual requirements of convenience and necessity.
1. Angle: The angle of driveways shall not be less than 45 degrees with the edge of the road or street, except on divided highways the entrance angle to roadside commercial establishments may be reduced to 30 degrees. Exit drives from roadside commercial establishments on divided highways shall have an angle of not less than 60 degrees with the roadway.
 2. Driveways shall be constructed in accordance with Section 3.8 “Standard Details” 3.8.08.
- D. Subdivision developments shall construct entrance widening to the following requirements:
1. Residential Subdivisions:
 - a. Residential Subdivisions not exceeding 20 lots whose entrance is on a local or minor collector, as shown on the City of Villa Rica Street Classification Map, shall install offset radii and 50-foot tapers as shown in Section 3.8 “Standard Details” Detail 3.8.18.
 - b. All other residential subdivisions shall construct full acceleration/deceleration lanes to conform to Section 3.8 “Standard Details” 3.8.19 unless waived by the City.
 - c. Residential subdivisions exceeding 200 lots shall be required to install entrance with a center turn lane and longer acceleration/deceleration lanes if it is located on a minor collector, major collector or an arterial street as shown on the City of Villa Rica Street Classification Map. Entrance shall conform to Section 3.8 “Standard Details” Detail 3.8.20.

2. Commercial/Industrial Subdivisions

- a. Full acceleration and deceleration lanes shall be installed per Section 3.8 “Standard Details” 3.8.21 unless waived by the City. Paving section shall correspond to the street classification of the existing road.
 - b. Commercial/Industrial subdivisions shall be required to install entrance with a center turn lane and longer acceleration/ deceleration lanes if it is located on a minor collector, major collector or an arterial street as shown on the City of Villa Rica Street Classification Map. Entrance shall conform to Section 3.8 “Standard Details” Detail 3.8.21.
3. Access onto a State road shall meet existing Georgia DOT requirements. Such an application for a DOT Permit shall be submitted to the City prior to submittal to DOT. Once approved by DOT, a copy shall be provided to the City. All such entrances shall be paved.
 4. Sight Distance: The developer shall be required to upgrade the existing City or County road to meet the sight distance requirements of Section 304.4. See Section 304.6 for more detailed requirements concerning lane requirements.
 5. The Developer shall install any catch basins and drainage pipe which must be constructed when an existing City or County road is required to be modified as a result of proposed development at his/her expense.
 6. Existing or proposed water mains and storm sewers shall be relocated at the developer’s expense, to a point outside of the entrance widening.
- E. State Department of Transportation Approval: All entrances or exits of any street or drive, public or private, from or to any State highway shall be approved by the State Department of Transportation prior to the construction of such street or drive, or the issuance of any development permit for any improvement to be served by such street or drive.

302.6 Utilities:

- A. The design and construction specifications for all public utilities shall conform to the Specifications for the City of Villa Rica.

- B. All utilities shall be buried in a residential subdivision unless otherwise required by the City of Villa Rica. This requirement may only be waived by the Director of the respective department; said waiver must be in writing.

302.7 **Final Plats:** Final Plats shall be required to meet the State Plat Act and the current City of Villa Rica Zoning Ordinance.

303. **Individual Commercial/Industrial/Multifamily Sites**

303.1 **Development Entrances:** In addition to the following, parking lots shall not drain onto a City Street except as approved by the Public Works Department.

- A. The City shall approve the number of entrances to a proposed development.
- B. On minor collector streets provide offset radii and tapers per Section 3.8 “Standard Details” Detail 3.8.22.
- C. Industrial developments, commercial businesses and multifamily developments shall install full acceleration/deceleration lanes per Section 3.8 “Standard Details” (Detail 3.8.23) if accessing a major collector or an arterial street.
- D. Industrial Developments on corner lots which have frontage on interior subdivision streets shall have access only from the interior subdivision street(s).
- E. Developments on corner lots which have frontage on a local or minor collector city road shall install an additional lane pursuant to the specifications of the Public Works Department.
- F. The City may require a center turn lane or a longer deceleration lane if the City determines the traffic the project generates and the existing city street warrants it.
- G. Access onto a state road shall meet existing Georgia DOT requirements, except for the entrance must be paved.
- H. Sight Distance: No entrance shall be allowed in a location that does not provide adequate sight distance as specified Section 3.8 “Standard Details” in Details 3.8.06 and 3.8.07. The Developer may choose to upgrade the existing city or county road to meet the sight distance requirements of Section 304.4.

- I. Fire lanes shall be designed with proper space for fire vehicles movement. Fire lanes shall be approved by the Carroll County and/or Douglas County Fire Department.

303.2 Off Street Automobile Parking:

- A. Parking layout shall conform to Section 3.8 “Standard Details” Detail 3.8.10.

304. Street Design Criteria

- 304.1 **AASHTO Standards:** Road design shall conform to AASHTO (American Association of State Highway and Transportation Official(s)) requirements as published in “A Policy on Geometric Design of Highways and Streets” 1994 edition as amended, unless otherwise noted herein.

- 304.2 **Minimum Design Speed and Maximum Grade:** Minimum design speeds and maximum grades for proposed streets in the City of Villa Rica by street classification shall be as follows:

<u>Street Type</u>	<u>Maximum Allowable Grade</u>	<u>Minimum Required Design Speed</u>
Arterial	8%	55 MPH
Major Collector	10%	45 MPH
Minor Collection	15%	35 MPH
Local	18%	25 MPH
Alleys	12%	N/A
Cul-de-sac	4%	N/A

- 304.3 **Minimum Street Grade:** Minimum grade on cul-de-sacs shall be 1.5% to maintain 1% in curb line. Minimum street grade outside of cul-de-sacs shall be 1%.

304.4 Site Distance at Entrances:

- A. Sight distance requirements along existing city roads shall be determined using the posted speed limit and the corresponding stopping sight distance as shown in Section 3.8 “Standard Details” Detail 3.8.06.
- B. The sight distance for crest and sag vertical curves is the distance measured along the roadway from a driver's eye 3.5 feet above the pavement to an object 6 inches high at the intersection as shown in Section 3.8 “Standard Details” Detail 3.8.06.

- C. The sight distance for horizontal curves is determined by the line of sight available 2.0 feet above the road surface. The sight distance is measured along the existing edge of pavement beginning at the centerline of the proposed entrance and ending where the line of sight intersects it. The line of sight is the projected line of visibility beginning at the entrance centerline and tangent to an obstruction 2.0 foot above the road surface. Examples of obstructions are vegetation, ground cover, signs, existing topography, etc. (See Section 3.8 “Standard Details” Detail 3.8.07.)

304.5 **Curves:**

- A. Vertical Curves: The length of vertical cures, both crest and sag, shall be based upon the standards included in 3.4.04 and the following:

For speed limits up to 40 mph: $LVC = (AxS^2)/1329$

Speed limits greater than 40 mph: $LVC = 2S - (132/A)$

Where LVC = Length of Vertical Curve

S = Sight Distance

A = Algebraic difference of intersecting grades

- B. Horizontal Curves: Streets shall be designed to have a centerline radius of curvature of no less than 100'. Proposed minor collector streets shall have a minimum 300' centerline radius of curvature. All other streets horizontal curvature shall be designed according to AASHTO Standards.

Tangent distance between reverse curves shall be as follows:

Major Collectors 300 feet

Minor Collectors 200 feet

304.6 **Street Cross-Section:**

- A. Street cross-sections shall be as shown in Section 3.8 “Standard Details” Detail 3.8.01.
- B. Curb and Gutter shall be as shown in Section 3.8 “Standard Details” Detail 3.8.09.
- C. Cul-de-sac radius shall be as shown in Section 3.8 “Standard Details” Detail 3.8.02 for residential applications and 3.8.03 for commercial applications.

- 304.7 **Street Paving:** Pavement thickness for streets shall be as specified in Section 3.8 “Standard Details” 3.8.01
- A. “GAB” refers to Graded Aggregate Base as specified in the Georgia DOT in Standard Specifications Section 815.
 - B. “Type B” refers to Type B Asphalt concrete as specified in the Georgia DOT in Standard Specifications Section 828.
 - C. “Type E” refers to Type E Asphalt concrete as specified in the Georgia DOT in Standard Specifications Section 828.
 - D. “Type F” refers to Type F Asphalt concrete as specified in the Georgia DOT in Standard Specifications Section 828.
 - E. All local commercial/industrial and minor collector commercial/industrial streets shall have the same paving section as the major collector street type.
- 304.8 **Dam Supporting Road:** No City street shall be designed to cross an existing or proposed dam that is regulated by the Safe Dams Act.
- 304.9 **Curb and Gutter:** Curb and gutter shall be required on all paved streets. (See “Standard Details” Detail 3.8.09.)
- 304.10 **Sidewalks:**
- A. Sidewalks shall be required on at least one side of all new streets. In addition, they shall be required on all existing streets where new building construction occurs if required by the Community Development Department. In addition, they shall be required on all existing streets where new building construction occurs if required by the Community Development Department.
 - B. Sidewalks shall be constructed in accordance with Section 3.8 “Standard Details” Detail 3.8.15 and located as shown in Detail 3.8.14.
 - C. Sidewalks shall be backfilled and landscaped.
 - D. Sidewalks shall include handicap ramps at all street intersections to meet the Americans with Disabilities Act (ADA) requirements. See Section 3.8 “Standard Details” Detail 3.8.16.

304.11 **Traffic Signs:** The design professional shall show the location of all required traffic signs. The developer shall furnish and install all street signage in the project. Unless otherwise noted, design of traffic signs shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition, published by the United States Government Printing Office.

304.12 **Street Lighting:** Street lighting shall be required on all streets as specified by the power company servicing the subdivision. The developer or sub-divider shall bear the costs for all monthly street light charges for a full year payable in advance at the time of final plat approval.

304.13 **Utility Locations:** All utility locations shall correspond to the typical layout shown in Section 3.8 “Standard Details” Details 3.8.12 and 3.8.13.

305. **Storm Drainage Design Criteria**

305.1 **Storm Sewers:**

- A. All storm sewer design calculations shall be certified by a Professional Engineer, Land Surveyor or Landscape Architect currently licensed in the State of Georgia.
- B. Storm drainage pipes shall be sloped so as to maintain a minimum velocity of 3 feet per second (fps) during the 2-year design storm event in order that sediment will not collect.
- C. Drainage formulas used in determining size of storm sewer components shall meet all criteria of the 1.) “STORMWATER MANAGEMENT MANUAL”, Latest Revision, facilitated by the Atlanta Regional Commission, the Georgia Department of Natural Resources-Environmental Protection Division and the cities and counties across Georgia; 2.) Drainage Manual for Highways, latest edition; or other methodology as approved by the City.
- D. The 25-year storm event shall be used in designing the storm drains. In cases where the property is traversed by a spring, creek, or other watercourse, the 100-year storm event will be used for design.
- E. Storm sewers shall not be less than 15 inches in diameter. No storm drain pipe running parallel to the existing primary road shall be located beneath the proposed entrance widening. Relocation of existing storm drainage structures shall be done by the Developer.

- F. Storm drainage structures or drainage ways shall not be located within twenty (20) feet of any existing or proposed building.
- G. Storm sewers shall extend at least from edge of right-of-way to edge of right-of-way. Residential subdivision storm sewers shall extend at least to the rear of the building on all piping.
- H. Catch Basins, junction boxes, drop inlets and outlet structures shall have a minimum elevation drop from the inlet invert elevation to the outlet invert elevation of at least 0.20 ft.
- I. Maximum continuous length of pipe without a junction box, drop inlet, or catch basin, shall be 300 feet for pipes less than 42 inches in diameter, and 500 feet maximum for pipe greater than 42 inches in diameter.
- J. Storm sewers shall be reinforced concrete pipe (RCP) within the pavement of an existing or proposed street unless otherwise approved by the Public Works Department.
- K. Aluminum storm drain piping shall be encased in a polyethylene wrap when it is located within 20 feet of a steel gas line.

305.2 Drainage Structures (Excluding Pipe or Culverts):

- A. The design engineer shall check the hydraulic capacity of each drainage structure designed as an inlet point in the drainage system. The actual storm water flows shall be compared with the structures flow capacity to insure their capacity is not exceeded.
- B. Catch basins shall be constructed in accordance with the Georgia Department of Transportation Standard Details 1033D and/or 1034D.
- C. Catch basins shall be located outside of intersection radii.
- D. Catch basin spacing from each other shall be limited to a maximum distance as follows.

250' on grades up to 7%
400' on grades from 7% to 10%
500' on grades over 10%

No curb cuts in lieu of drainage structures will be allowed.

- E. The outlet end of all storm drain pipes shall have either flared-end sections or concrete headwalls which meet Georgia DOT Standards

1120 or 1125. This same standard applies to the inlet end of storm sewers where an open pipe is designed to collect the runoff. Flared ends shall be of the same material as the storm drain pipe.

- F. Drop inlets shall be designed to Georgia DOT Standard Detail 1019A. Weir drop inlets shall be provided in landscaped areas. Grated drop inlets shall be provided in paved areas.
- G. Junction boxes or manholes having access to the pipe shall be constructed to meet the requirements of Georgia DOT Standard Detail 9031U or 1011A. Manholes shall be provided with eccentric cone sections.
- H. All drainage structures shall have a minimum elevation drop from the inlet invert elevation to the outlet invert elevation of at least 0.20 feet.

305.3

Hydrology Study:

- A. All development plans requiring a Land Disturbance Permit will require a Hydrology Study provided by the Developer to the City of Villa Rica. The Hydrology Study and all stormwater detention facility design calculations shall be certified by a Professional Engineer, Land Surveyor or Landscape Architect currently licensed in the State of Georgia. The City has the right to require proof of qualifications and registration, and to require that a copy of all calculations performed by the design professional be submitted to the City.
1. Hydrology Study must address the following issues:
 - a. Existing land uses downstream.
 - b. Anticipated future land uses downstream.
 - c. Magnitude of increased peak flows due to development.
 - d. Presence of existing drainage problems.
 - e. Capacity of existing and anticipated drainage systems.
 - f. Creation of concentrated flows where none had occurred previously.
 - g. Availability of feasible locations for detention facilities.
 - h. Existing flows generated offsite which pass through the proposed development site.
 - i. Anticipated future flows generated offsite which pass through the proposed development site.
 - j. The nature of the receiving drainage way.
 - k. For any development that impacts a stream, creek, lake, pond, or wet area, developer must provide confirmation from US Army Corps of Engineers that the development complies with Section 404 of the Clean Water Act. (*Contact US Army Corps of Engineers @ (678) 422-2721.*)
 2. The Hydrology Study shall identify the locations and quantities of stormwater runoff entering and exiting the site for both pre- and post-developed conditions. Analysis of the off-site properties shall address future development in addition to addressing existing conditions. It shall contain drainage area delineation maps and other exhibits at a satisfactory scale and sufficient in quantity and scope to define the boundaries of the site relative to watercourses, drainage divides, drainage structures and other pertinent features.

3. The analysis of downstream conditions in the Hydrology Study shall address each and every point or area along the project's boundaries at which runoff will exit the property. The analysis shall focus on the area immediately downstream of the project property. This area shall generally extend a flow distance of about one-half mile from the project property line. However, the most critical downstream area investigation shall be conducted relative to existing and anticipated land uses on tracts which adjoin the project property. As part of the hydrological study, consideration should be given to the flow capacity of downstream drainage structures. If the downstream system is inadequate, the developer is required to either improve the downstream drainage structure or provide additional storage in the detention facility.
- B. The Method of Estimating Storm Water Runoff shall be of the hydrologic methods described in THE GEORGIA STORMWATER MANAGEMENT MANUAL. All storm data and input parameters for calculations shall be taken from this reference manual. The Method used shall be determined as follows:

Development Size	Method to be used
50 acres or less	SCS Method
50 acres to 1,600 acres	SCS Method
Larger than 1,600 acres	Coordinated with and approved by the City

- C. All developments, except single family residential, that are not required to obtain a Land Disturbance Permit shall submit a letter certified by a Professional Engineer, Land Surveyor or Landscape Architect currently licensed in the State of Georgia stating that all drainage and detention facilities have been designed in accordance with these regulations. The City has the right to require proof of qualifications and registration, and to require that a copy of all calculations, work product, reports & studies regarding the proposed development and performed by the design professional be submitted to the City.

305.4 Storm Water Detention Facilities:

- A. Stormwater detention facilities shall be required for any portion of any site for which development activities will result in increased peak stormwater runoff.

- B. Permanent detention facilities will not be required if the design professional can provide calculations and proof there are no roads, culverts, buildings, or other property that will be adversely impacted by the increased runoff leaving the site, and that the discharge does not directly flow into a major flood plain or creek system with known or suspected flooding problems. Future phases of development of the drainage basin must be considered in determining adverse effects.
- C. When stormwater detention facilities are deemed not required, the 100- year elevation of the receiving stream shall be determined. Excavation of earth below said elevation in the shoulder of the stream or floodplain shall be required in a volume equal to or greater than that of the detention pond that would have been required.
- D. Stage-Storage-Discharge relationship calculations for Detention Facilities and their Outlet Structures shall constrain the Detention Facility's Outflow to the pre-developed Flow or less for the 2, 5, 10, 25, 50 and 100-year storm events.
- E. The Detention Facility shall incorporate overflow features and basin bank elevations which will accommodate the routing of the 100-year storm event through the Detention Facility with no damage to the Facility.
- F. Detention Basin discharge locations shall be in defined drainage ditches or storm sewers. If there is an existing storm drainage system within 150 feet of the discharge point of the outlet pipe for the basin, then the developer shall extend the outlet pipe and tie-in to the existing system. Obtaining any required easements for said tie-in are the responsibility of the Developer. Some method of re-establishing sheet flow may be approved at the discretion of the City.
- G. Earthen Detention Basin fill slopes and cut slopes shall be no greater than 3:1.
- H. All ponds which are normally dry having a depth, including freeboard, greater than 4 feet and a side slope steeper than 2:1 shall be fenced and have a 10-foot wide lockable gate for entrance. The fence shall be a minimum of 6 (feet) in height and shall be of the chain link or privacy type.
- I. For improvements or expansion of existing developments, pre-development conditions shall reflect original land use before any structural development, such as buildings, roads, etc.

305.5 Stormwater Quality / Quantity Control Facilities:

The City of Villa Rica requires each new project to create adequate stormwater controls using Best Management Practices (BMP's). Use of BMP's to enhance water quality and to comply with the Clean Water Act (CWA) is federally mandated. The City of Villa Rica will utilize the Atlanta Regional Commission's Georgia Stormwater Management Manual, Volumes I and II, as standards for compliance with the required BMP's.

305.6 Storm Water Ditches:

- A. All ditches between storm drain pipes and downstream of storm drain pipe shall be designed by a Professional Engineer or Landscape Architect currently licensed in the State of Georgia.
- B. The ditch profile and cross-sections shall be shown on the plans. The plans shall show the velocity and flow for the ditch design. Drainage ditches shall be designed to limit the runoff velocity to less than 5 fps or the ditch shall have the bottom and sides lined with sod. Ditches shall be designed to limit the runoff velocity to less than 8 fps or the ditch shall have a paved invert as shown in Section 3.8 "Standard Details" Details 3.8.17a and 3.8.17b.
- C. In residential subdivisions, all ditches are to be installed and apparent prior to approval of the final plat.

305.7 Subdrainage: When subgrade compaction requirements of these specifications cannot be met sub-drainage will be installed to control the surplus ground water by intercepting side hill seepage or by lowering or regulating the ground water level.

305.8 Bridges: Bridges shall not be allowed unless otherwise approved by the Public Works Department.

305.9 Existing Dams:

- A. It shall be the responsibility of the developer to provide any required information or studies, to include the dam breach analysis, for any dam located on the property proposed to be developed or located on adjacent property upstream of the proposed development, to the City of Villa Rica. The design engineer shall search the entire watershed upstream of the property for other dams regulated by the state. The City of Villa Rica shall maintain a record of dams reported to the City and their attendant breach zones. The design engineer shall include a statement in the dam breach analysis report whether or not any dams were found upstream and whether or not they affect the property to be developed.
- B. The City of Villa Rica shall submit the required information to the Environmental Protection Division of the Georgia Department of Natural Resources for review.
- C. The City of Villa Rica shall notify the dam owner in accordance with the procedures set forth in the Georgia Safe Dams Act.
- D. If development is proposed in the breach zone below the dam, then the dam owner shall be required to upgrade the dam to Category I standards, as defined in the Georgia Safe Dams Act, or breach the dam in a safe manner as authorized by the Environmental Protection Division of the Georgia Department of Natural Resources. If the dam owner elects to breach the dam, measures must be taken to ensure that stormwater flows are not increased on downstream property owners.

305.10 Proposed Dams:

- A. The Developer of any proposed new dams which are regulated by the Georgia Safe Dams Act shall obtain necessary permits and approvals from the State of Georgia prior to obtaining a development permit from the City of Villa Rica. A development permit shall be required before the construction of said dam.

306. Materials

- 306.1 **Compliance:** All materials shall comply with Georgia DOT Standard Specifications for Construction of Roads and Bridges, 1993 edition, as amended, with supplemental specifications and standard details, unless otherwise noted.

306.2 Streets:

- A. Graded Aggregated Base (GAB) course shall consist of mineral aggregate and may be a combination of natural deposit or a blend of the materials specified in the Georgia DOT in Standard Specifications Section 815.
- B. Black base shall consist of asphalt concrete conforming to Type B specifications of the Georgia DOT in Standard Specifications Section 828.
- C. Prime - After the base has been placed, mixed, compacted, shaped, inspected and accepted, it shall be primed with suitable asphalt materials as specified in Georgia DOT in Standard Specifications Section 412.
- D. Tack - Tack coat shall be applied on a prepared road surface according to the requirements of Georgia DOT in Standard Specifications Section 413.
- E. Surface Course - Type E Asphalt concrete as specified in the Georgia DOT in Standard Specifications Section 828.

306.3 Curb and Gutter: Concrete shall be Class "A" as defined by Georgia DOT in Standard Specifications Section 500 and have a minimum compressive strength of 3000 psi at 28 days.

306.4 Storm Sewers

- A. Georgia DOT Standard Detail 1030D shall be used in determining class concrete or gauge of pipe under fill.
- B. A certification by the supplier of the pipe specifications for each pipe shall be required before installation.
- C. Concrete pipe shall be steel reinforced in accordance with AASHTO: M170.
- D. All corrugated metal pipe shall be type II aluminized steel.

307. Construction

- 307.1 **Compliance** - All construction shall comply with Georgia DOT Standard Specifications Construction of Road and Bridges, with Supplemental Specifications and Standard Details, 1993 edition, as amended, unless noted otherwise.
- 307.2 **Clearing and Grubbing** - Grading sections shall be cleared and grubbed of all trees, bushes, stumps and debris. Such debris shall be disposed of in a lawful manner. **There shall be no burial of such debris on site.**
- 307.3 **Grading:**
- A. Grading shall be accurately done to the lines and grades shown on the plans. Embankments shall be placed in uniform layers not to exceed six inches and compacted to a density of 95 percent of the maximum laboratory dry weight per cubic foot as determined by AASHTO Method T-99. The contractor shall add moisture to the material as required as it is placed to obtain required compaction.
 - B. Compaction test shall be provided by the developer and shall be performed by a geotechnical engineer licensed in the State of Georgia. Required test shall be every two (2) feet vertically and five hundred (500) feet horizontal.
 - C. Maximum Construction Cut and Fill Slopes are as follows:

<u>Depth of Cut or Fill</u>	<u>Cut Slopes</u>	<u>Fill Slopes</u>
2 feet or less	4 to 1	4 to 1
2 feet to 5 feet	3 to 1	3 to 1
5 feet to 10 feet	2 to 1	2 to 1
Over 10 feet	2 to 1	2 to 1

The depth of cut referred to shall be constructed to the maximum cut or fill occurring in any one section of cut or fill. The slope on cut or fill slopes shall be uniform throughout for each section or cut or fill. When a cut is made in rock that requires blasting, the slope may be changed to vertical slope upon the written approval of the Public Works Director.

307.4 Subgrade:

- A. After the earth work has been completed, all storm drainage and other underground utilities have been installed **under** the roadbed, and the backfill in all such ditches thoroughly compacted, the subgrade shall be brought to the lines, grades and cross-section shown on the plans.
- B. If any sections of the subgrade are composed of unsuitable or unstable material, such material shall be removed to the depth directed by the authorized representative of the City and replaced with suitable, thoroughly compacted material.
- C. When the street is to be used for construction traffic before the paving work is completed, a layer of GAB can be laid as a traffic surface.
 - 1. This material shall not be used as part of the base material.
 - 2. It may be worked into the subgrade, or it shall be removed before the base course is set up for paving.
 - 3. Provision shall be made to drain low points in road construction when the final paving surface is delayed.

307.5 Curb and Gutter:

- A. Line and grade shall be set by developer's engineer, landscape architect, or land surveyor.
- B. One-half inch expansion joints or pre-molded bitumastic expansion joint material shall be provided at all radius points and at intervals not to exceed 50 feet in the remainder of the curb and gutter.
- C. Cross-Section shall be in accordance with Section 3.8 "Standard Details" Detail 3.8.09.
- D. All curbing within a public street right-of-way must be installed on a minimum of 6 inches of compacted GAB (Graded Aggregate Base).

307.6 Street Cuts:

- A. The City's policy is no existing streets can be open cut unless unusual circumstances warrant it. No street shall be cut or bored without a written permit issued by the Public Works Department. Application for such permit shall be made at least two business days prior to the desired time for starting work.
- B. All trenches shall be backfilled and compacted the same day the trench is opened. Compaction requirements are as follows:
 - 1. Trenches under paving shall be backfilled with GAB and returned to 100% compaction.
 - 2. Trenches elsewhere shall be returned to 95% compaction.
- C. If the City allows open cutting, all trenches under existing paving shall be backfilled and compacted in 6-inch lifts and excavated to allow for concrete and asphalt to be placed as shown in Section 3.8 "Standard Details" Detail 3.8.11. The edges of the paving cut shall be saw cut smooth.
- D. Compaction test on cuts shall be made at two (2) per cross cut.

307.7 Underground Utilities:

- A. All utilities within the curbs shall be installed and the ditches backfilled and thoroughly compacted before any pavement or base is installed.
- B. All utility manholes and valve boxes shall be brought to the finished grade within the roadway section.

307.8 Easements shall be clear of limbs and debris, graded smooth, and established in grass.

307.9 Foreign Materials on Streets:

- A. The developer, builders, and/or homeowners shall be responsible for keeping dirt, mud, building materials, concrete, etc., off the pavement and curbing of existing City or County roads during construction of buildings in all developments covered by these regulations.
- B. Before the streets are accepted by the City of Villa Rica, all litter and trash shall be removed from the dedicated rights-of-way and

surrounding areas.

307.10 **Storm Sewers:** Pipe installation shall conform to Georgia DOT Standard Specifications for Construction of Roads and Bridges.

A. Before any traffic over a storm drain is allowed, the developer shall provide an adequate depth and width of compacted backfill to protect the structure from damage or displacement. Any debris or silt that constricts the flow through a pipe shall be removed by the developer as often as necessary to maintain drainage. All pipe structures shall be cleaned before the work is accepted. Any damage or displacement that may occur due to traffic or erosion shall be repaired or corrected at the developer's expense.

B. Minimum Clearances Are:

1. One foot between the bottom of the base or sub-base, if used, and the exterior crown of the culvert.
2. A minimum of 0.5 foot between underground utilities and exterior crown of culverts.

C. Trench construction for storm drainage pipe shall be in accordance with State Highway Standard 1030D.

D. Storm drainage pipe shall be bedded in Size No. 57 (1" to No. 4) per ASTM D-448 Table 1, standard sizes of processed aggregates when structural fill material is not available.

308. **Standard Details (See Details at the end of Section 300.)**

309. **Private Streets**

309.1 **Definitions.**

City Engineer – Shall be the individual designated by the City Manager to perform said functions.

City of Villa Rica Development Standards – the City of Villa Rica Zoning Ordinance, City of Villa Rica Development Regulations and all codes and ordinances adopted by the City of Villa Rica.

City Manager – refers to the City of Villa Rica City Manager.

Subdivision – for the purpose of this section, subdivisions include only the

following uses:

- (1) Single family residential units; and
- (2) Fee simple town home units, fee simple condominiums or other fee simple ownership of the individual residential units.

309.2 **Private Streets Permitted.** Private streets may, upon application, be permitted by the Planning Commission within subdivisions, subject to the requirements of this section. Applications for approval of Private Street shall be considered by the Planning Commission at the time of preliminary plat approval by the Planning Commission. Following a recommendation by the Public Works Director or City Engineer to authorize private streets in a major subdivision, the Planning Commission shall consider the application and may impose conditions on the approval of private street to ensure various public purposes and to mitigate potential problems with private streets. No final plat involving a private street shall be approved unless said final plat conforms to the requirements of this section.

309.3 **Engineering Plans Required.** It shall be unlawful for any person, firm, or corporation to construct a new private street or alter an existing private street or to cause the same to be done without first obtaining approval of engineering and construction plans from the Public Works Director and the City Engineer in accordance with the requirements of this Ordinance and the City of Villa Rica Development Standards.

309.4 **Standards.** All private streets shall be constructed to all standards for public street including all related appurtenances as required by the City of Villa Rica Development Standards, applicable construction specifications of the City Engineer, and as approved by the City Engineer.

- A. If a gate or other controlled access is installed at the entrance to the development, a place which provides emergency access to the development by emergency agencies must first be approved by the emergency agencies of the City of Villa Rica. Access must also be provided to anyone providing utilities to said development; there shall be an automatic gate opening on any power disconnect.
- B. All provisions of the zoning ordinances of the City shall apply to the development of said development.
- C. There shall be only one entrance/exit from the development to a public street unless otherwise recommended by the City Engineer, Fire and Police Department or other emergency services and approved by the Planning Commission. In no event shall a private street be constructed so as to permit said street, in any configuration, to serve as a

connecting street between two public streets. Other than the entrance/exit to the private development, no private street shall adjoin any property outside the limits of the private development;

- D. There shall be an independent certified inspector approved by the City provided by the developer to determine compliance with the specific rules and requirements for streets and utilities during the entire project.

309.5 **Street Names and Signs.** Private streets shall be named, subject to the approval of the City Manager or his/her designee. The sub-divider of land involving a private street shall install street signs with content containing the street name and the designation “private”, as approved by the City Manager. The sign signifying the private street may be required by the City Manager to be a different color than that of street signs provided for public streets, in order to distinguish maintenance responsibilities in the field.

309.6 **Easements.** Easements for private streets shall be designated on final plats as general-purpose public access and utility easements, along with the name of said Private Street. Said easement shall at minimum be of the same width as that required for the right-of-way of a public street by the major thoroughfare plans and the City Engineer for the type of public street (local, collector, etc.) most closely resembling the proposed private street. Easements for private streets shall not be included in any calculation of minimum lot size or density limitations established by local land use regulations. In the cases of private streets, the general-purpose public access and utility easement for the private street shall either:

- A. Be shown in a manner on the final plat such that each lot fronting the private street shall extend to the edge of the curb, right-of-way, or easement for said Private Street. No lot shall be permitted to be divided by the general-purpose public access and utility easement required and established for a private street; or
- B. Shall be drawn as its own discrete parcel to be dedicated to a private homeowner’s association (i.e. not shown to be a part of any lot).
- C. All utility easements as required by the City of Villa Rica Development Standards must be installed and dedicated to the City.

309.7 **Maintenance.** The City shall not maintain, repair, resurface, rebuild, or otherwise improve streets, signs, drainage improvements or any other appurtenances within general purpose public access and utility easements established for private streets. A private maintenance covenant recorded with the Carroll County and/or Douglas County Clerk of the Superior Court shall be required for any private street and other improvements

within general purpose public access and utility easements established for private streets. The covenant shall set out the distribution of expenses, remedies for non-compliance with the terms of the agreement, rights to the use of easements, and other pertinent considerations. The Covenant shall specifically include the following terms.

- A. The Covenant shall establish minimum annual assessments in an amount adequate to defray costs of ordinary maintenance and procedures for approval for additional needed assessments. The Covenant shall also specify that the funds from such assessments will be held by a homeowners or property owners association in all cases.
- B. The Covenant shall include a periodic maintenance schedule.
- C. The Covenant for maintenance shall be enforceable by any property owner served by the private street.
- D. The Covenant shall establish a formula for assessing maintenance and repair costs equitably to property owners served by the private street.
- E. The Covenant shall run with the land.
- F. The Planning Commission may, at its discretion, as a condition of approving private street, require a performance bond and/or maintenance bond and/or letter of credit be submitted by the sub-divider and held by a homeowners or property owners association, or the Planning Commission may require that the sub-divider pay an amount of money as recommended by the City Engineer into an escrow account or other suitable account for the maintenance and repair of private streets and stormwater management improvements, to be drawn from by the homeowners or property owners association as maintenance and repair needs may arise.
- G. All agreements, restrictive covenants and other documentation related to the development shall be furnished and approved by the City Engineer prior to commencement of development.

309.8 Specification for Final Plats Involving Private Streets. The City Manager or his/her designee shall not approve for recording any final plat involving a private street unless and until it shall contain the following on the face of the plat:

- A. Deed book and page reference to the recorded covenant required by this section;
- B. “WARNING: The City of Villa Rica, Georgia has no responsibility to

build, improve, maintain, or otherwise service the private street, drainage improvements and other appurtenances contained with the general public purpose access and utility easement or easements for private streets shown on this plat unless otherwise indicated hereon.

- C. “Grant of Easement”. The general purpose public access and utility easement(s) shown on this plat for private street(s) is hereby granted and said grant of rights shall be liberally construed to provide all necessary authority to the City of Villa Rica, Georgia and to public or private utility companies serving the subdivision, for the installation and maintenance of utilities, including, but not limited to, electric lines, gas lines, telephone lines, water lines, sewer lines, cable television lines, and fiber optic cables, together with the right to trim interfering trees and brush, together with a perpetual right of ingress and egress for installation, maintenance and replacement of such lines.

“Signature of Property Owner”; and,

- D. (The Following certificate of dedication shall be required by the City unless the Mayor and City Council waives the dedication requirement).

The City Manager may add to said dedication as may be required for the particular project.

“Certificate of Dedication”. All water and sewer lines and other utilities installed within the general-purpose access and utility easement(s) shown on this plat for private street(s) are hereby dedicated to City of Villa Rica, Georgia.

“Signature of Property Owner.”

309.9 Requirement of Purchaser’s Acknowledgement of Private Responsibilities.

Prior to the sale or as a condition of the closing of a real estate transaction involving any lot served by a private street in the City of Villa Rica, Georgia, the sub-divider or seller of said lot shall execute a notarized purchaser’s acknowledgement of private street construction and drainage maintenance responsibilities as set forth below. A copy of the purchaser’s acknowledgement shall be retained by the purchaser and shall be required to be submitted as a condition of a building permit for a principal building

on said lot:

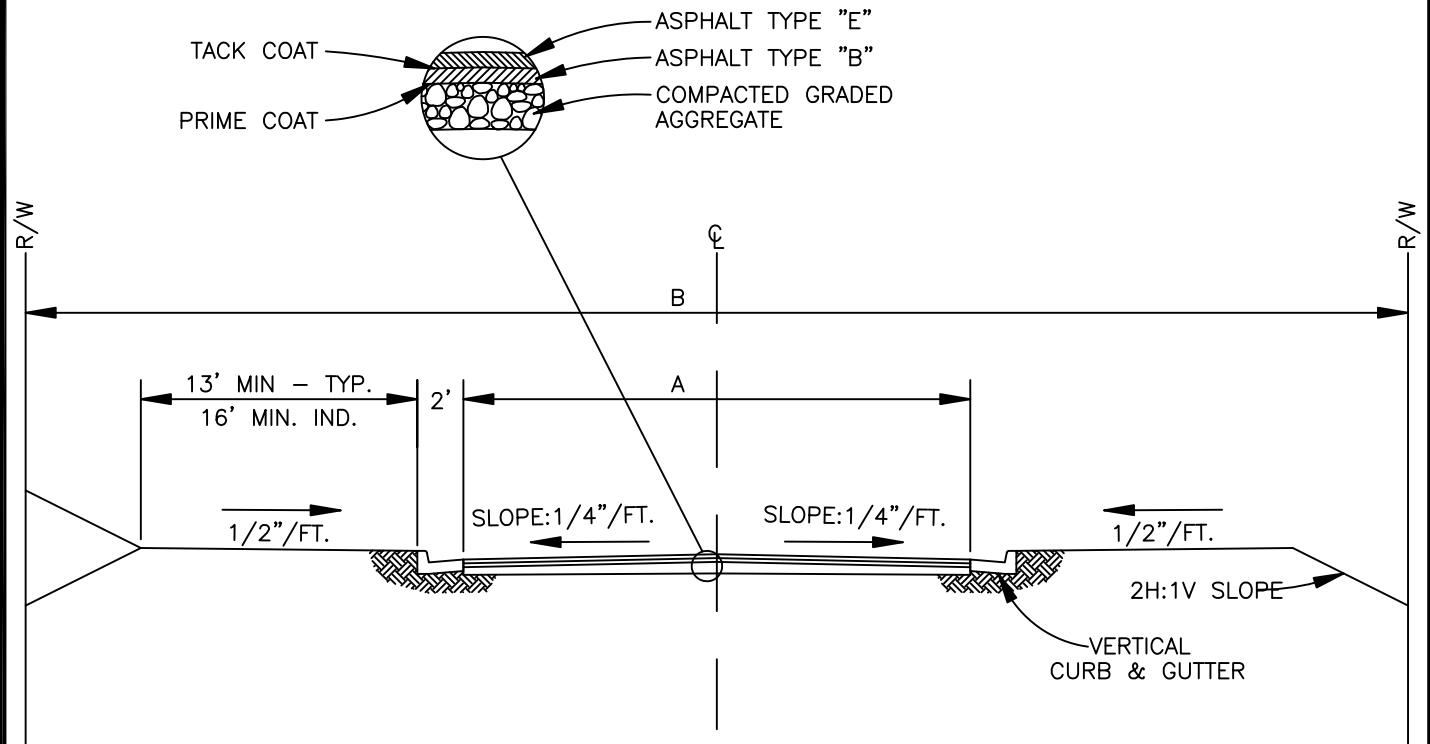
**“Purchaser’s Acknowledgement of Private Street and
Drainage Maintenance Responsibility”**

(I)/ (We) have read the Declaration of Covenant which pertains to the lot that is the subject to this real estate transaction _____ (insert address or attach legal description). (I)/(We) understand that the Declaration of Covenant applies to the lot that (I am)/(we are) purchasing and requires (me)/(us) to provide a specified percentage or amount of the financing for the construction and maintenance of any private street and drainage facilities serving the lot which (I am)/(we are) purchasing, and that owners of other lots in this plat may sue for and recover those costs which this covenant requires (me)/(us) to pay, plus their damages resulting from (my)/(our) refusal to contribute, plus reasonable attorneys fees. (I)/(We) further understand that the City of Villa Rica, Georgia has no obligation to assist with the maintenance and improvement of the private street, drainage facilities, and other appurtenances within the general-purpose public access and utility easement for the private road serving the lot in question. (I) (We) understand that a copy of this purchaser’s acknowledgement shall be required as a condition of the issuance of a building permit for a principal building on the lot (I am)/(we are) purchasing.

Purchaser

Purchaser

309.10 All agreements, restrictive covenants and other documentation related to the development shall be furnished and approved by the City Engineer prior to commencement of development.



NOTE:
13' OF CLEARED R/W SHALL BE DEDICATED BEHIND
ACCEL/DECEL LANES ALSO EXCEPT INDUSTRIAL SHALL BE 16'

NOTE:
R/W SHALL BE CLEAR OF ALL LIMBS, GRADED SMOOTH
AND ESTABLISHED IN GRASS.

STREET CLASSIFICATION	MIN. PAVING WIDTH "A"	MIN. R/W WIDTH "B"	GAB	TYPE B	TYPE E-F
ARTERIAL	AS REQ'D	100'	10"	4"	2"
INDUSTRIAL	24'	60'	8"	3"	1-1/2"
MAJOR COLLECTOR	22'	80'	8"	3"	1-1/2"
MINOR COLLECTOR	22'	60'	6"	2"	1-1/2"
LOCAL	20'	50'	6"	2"	1-1/2"
ALLEY	12'	20'	6"	-	2"

TYPICAL STREET CROSS SECTION

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

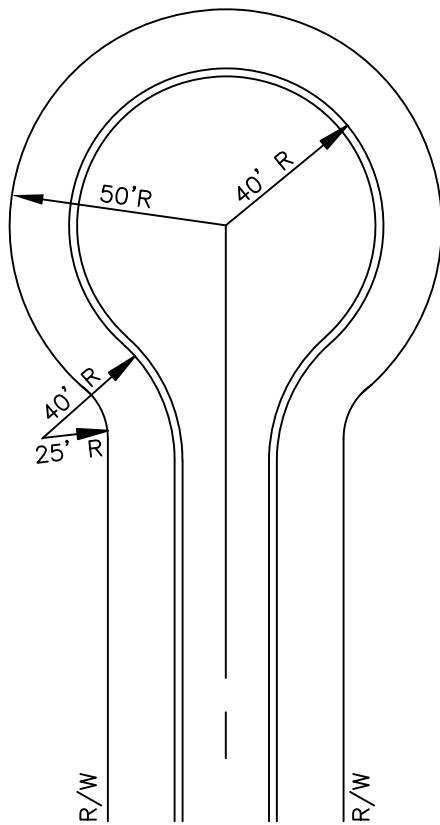
**TYPICAL
STREET CROSS
SECTION**
CONSTRUCTION STANDARD

DATE: JAN. 2018

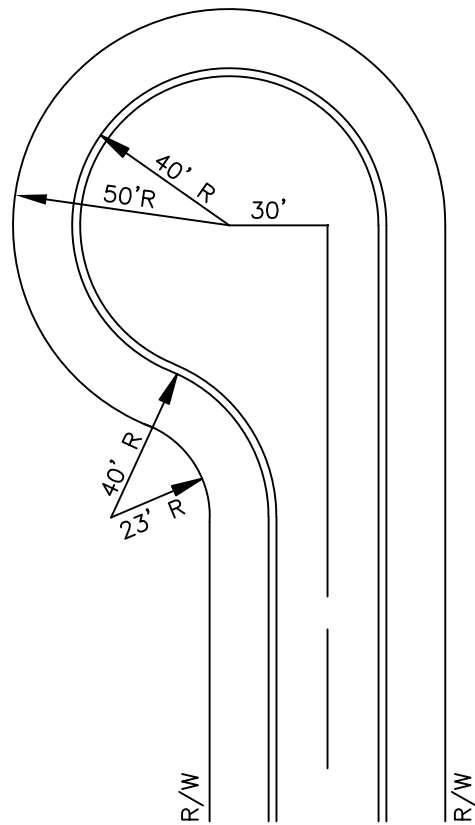
APPROVED:

STANDARD
NO.

3.8.01



TYPICAL



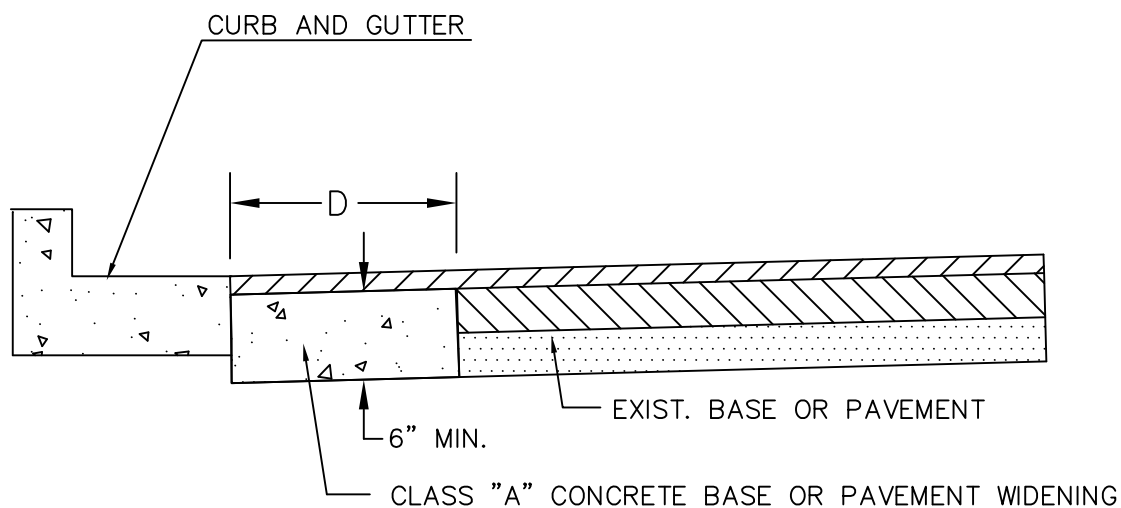
OFFSET LEFT OR RIGHT

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**CUL-DE-SAC
(RESIDENTIAL)**
CONSTRUCTION STANDARD

DATE:	JAN. 2018
APPROVED:	

STANDARD
NO.
3.8.02

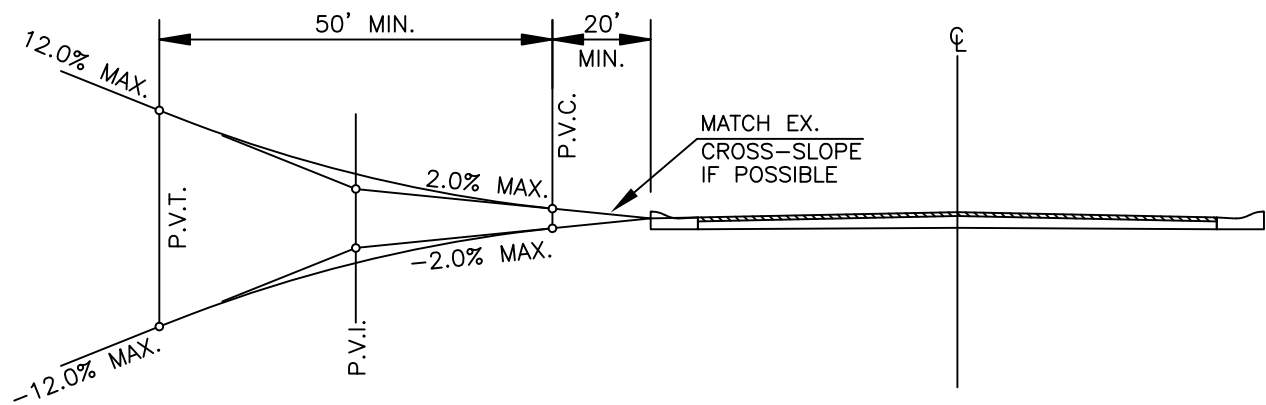


NOTE: IN EXCAVATED AREAS WHERE $D = 2'-0"$ OR LESS IN WIDTH BETWEEN THE EXISTING PAVING AND NEW CURB AND GUTTER, CLASS "A" CONCRETE WILL BE PLACED IN LIEU OF THE BASE AND PAVING SPECIFIED BY THE TYPICAL SECTION.

IN EXCAVATED AREAS FROM WHERE D IS FROM $2'-0"$ TO $5'-0"$ IN WIDTH THE DEVELOPER MAY PLACE CLASS "A" CONCRETE IN LIEU OF THE BASE AND PAVING

IN EXCAVATED AREAS WHERE D IS GREATER THAN $5'-0"$ IN WIDTH THE DEVELOPER SHALL PLACE BASE AND PAVING AS SPECIFIED ON THE TYPICAL SECTION.

CLASS "A" CONCRETE IS AS DEFINED BY THE GEORGIA DOT.



LANDING REQUIREMENTS

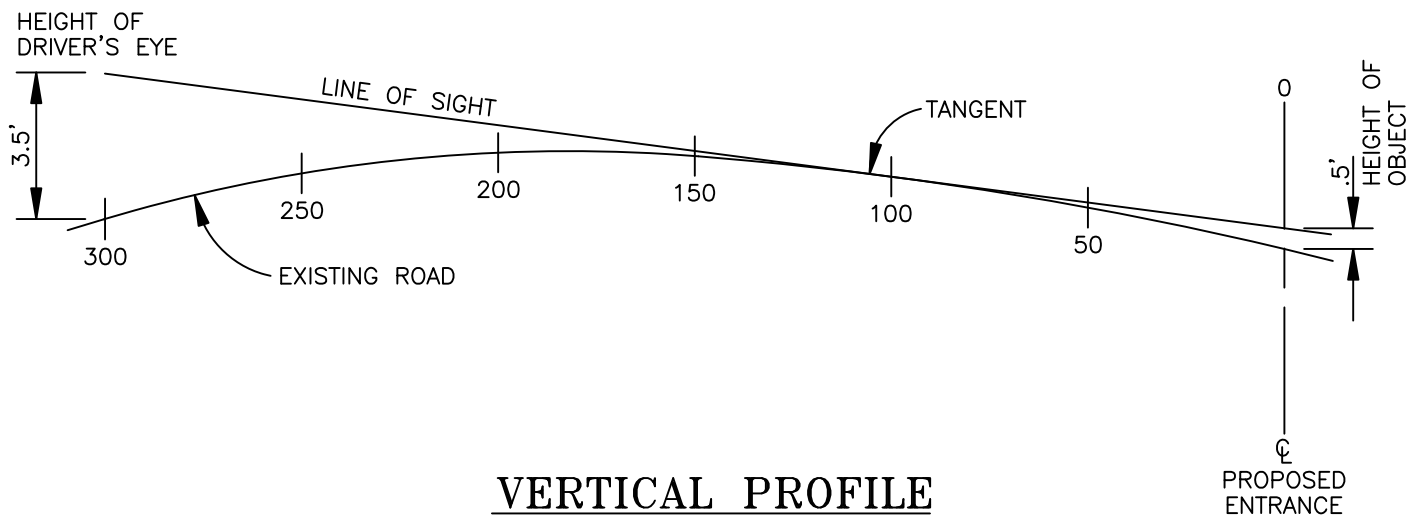
**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**LANDING
REQUIREMENT**
(FOR STREET INTERSECTIONS)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.05



VERTICAL ALIGNMENT:

THE SIGHT DISTANCE AT DEVELOPMENT ENTRANCES NEAR CREST VERTICAL CURVES IS DETERMINED BY THE LINE OF SIGHT AVAILABLE FROM THE DRIVER'S EYE 3.5 FEET ABOVE THE PAVEMENT TO AN OBJECT 6 INCHES HIGH AT THE CENTERLINE OF THE ENTRANCE. THE SIGHT DISTANCE IS MEASURED ALONG THE ROADWAY.

SPEED LIMIT (M.P.H.)	MINIMUM STOPPING SIGHT DISTANCE (FT.)
25	200
30	200
35	250
40	300
45	400
50	475
55	550

< 40 M.P.H.

$$LVC = \frac{AS^2}{1329}$$

LVC = LENGTH OF VERTICAL CURVE
 S = SIGHT DISTANCE
 A = ALGEBRAIC DIFFERENCE OF
 INTERSECTING GRADES

> 40 M.P.H.

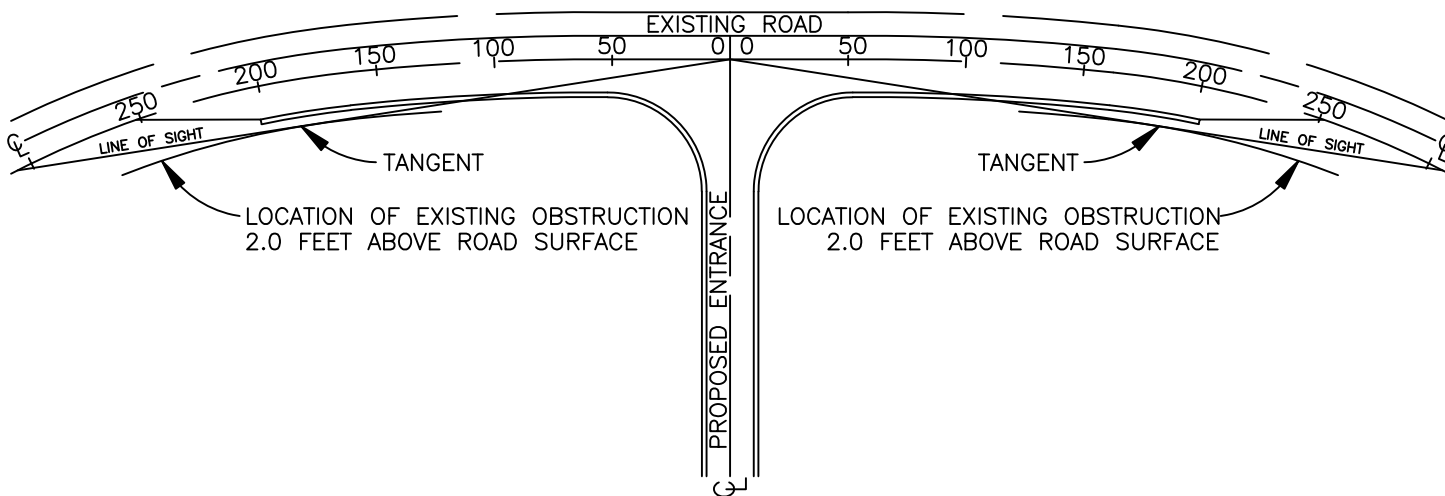
$$LVC = \frac{2S - 1329}{A}$$

**CITY OF
VILLA RICA**
 DEPARTMENT OF
PUBLIC WORKS

**SIGHT
DISTANCE**
 CONSTRUCTION STANDARD

DATE: JAN. 2018
 APPROVED:

STANDARD
NO.
3.8.06



HORIZONTAL PLAN

HORIZONTAL SIGHT DISTANCE:

THE SIGHT DISTANCE AT DEVELOPMENT ENTRANCES IS DETERMINED BY THE LINE OF SIGHT AVAILABLE 2.0 FEET ABOVE THE ROAD SURFACE. THE SIGHT DISTANCE IS MEASURED ALONG THE EXISTING EDGE OF PAVEMENT BEGINNING AT THE CENTERLINE OF THE PROPOSED ENTRANCE AND ENDING WHERE THE PROJECTED LINE OF SIGHT INTERSECTS THE PAVEMENT. THE LINE OF SIGHT IS THE PROJECTED LINE OF VISIBILITY BEGINNING AT THE ENTRANCE CENTERLINE AND TANGENT TO AN OBSTRUCTION 2.0 FEET ABOVE THE ROAD SURFACE. EXAMPLES OF OBSTRUCTIONS ARE VEGETATION, GROUND COVER, SIGNS, EXISTING TOPOGRAPHY, ETC.

<u>SPEED LIMIT (M.P.H.)</u>	<u>MINIMUM STOPPING SIGHT DISTANCE (FT.)</u>
25	160
30	200
35	250
40	325
45	400
50	475
55	550

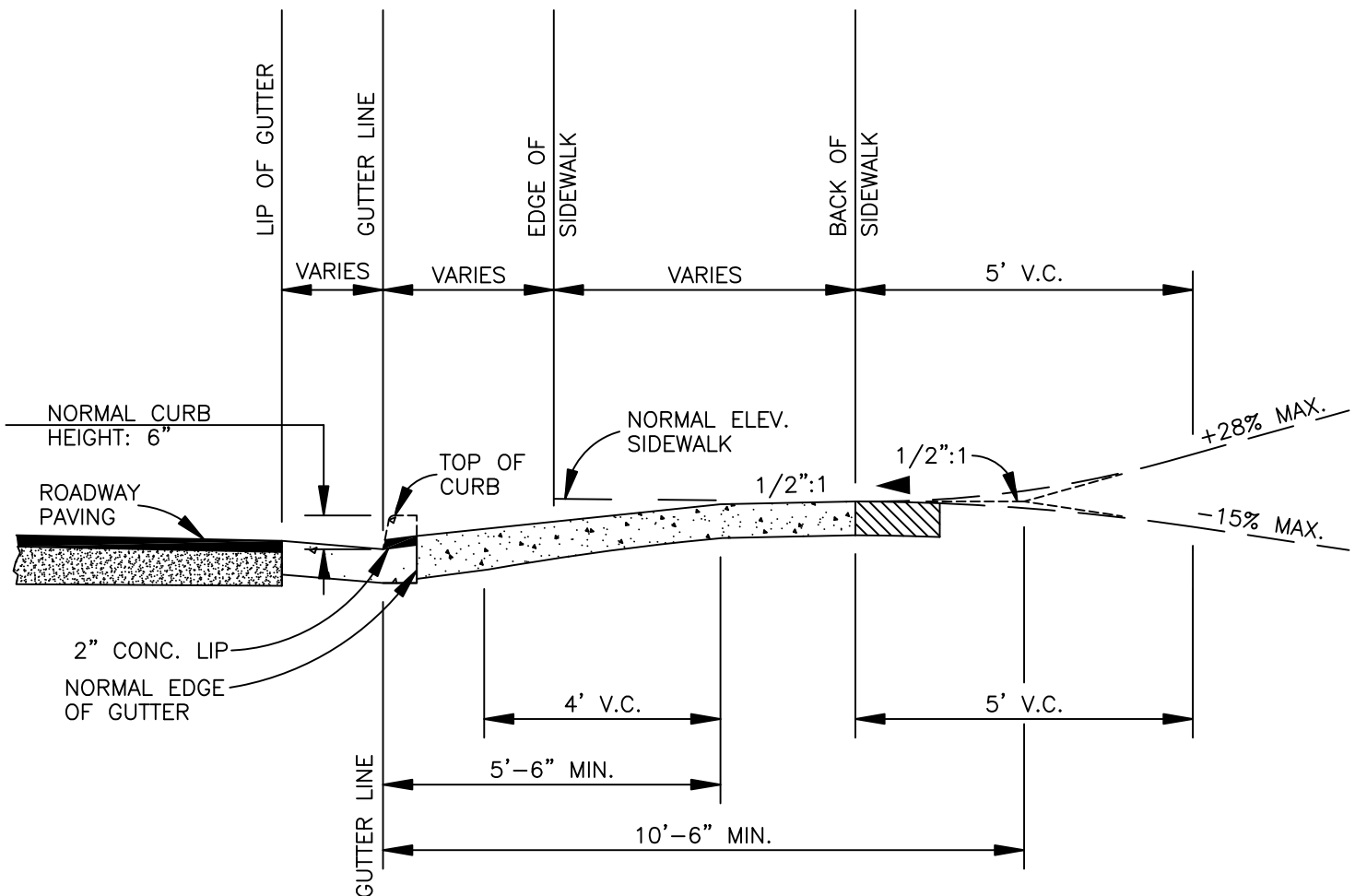
**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**DEVELOPMENT
ENTRANCE-SIGHT
DISTANCE**
CONSTRUCTION STANDARD

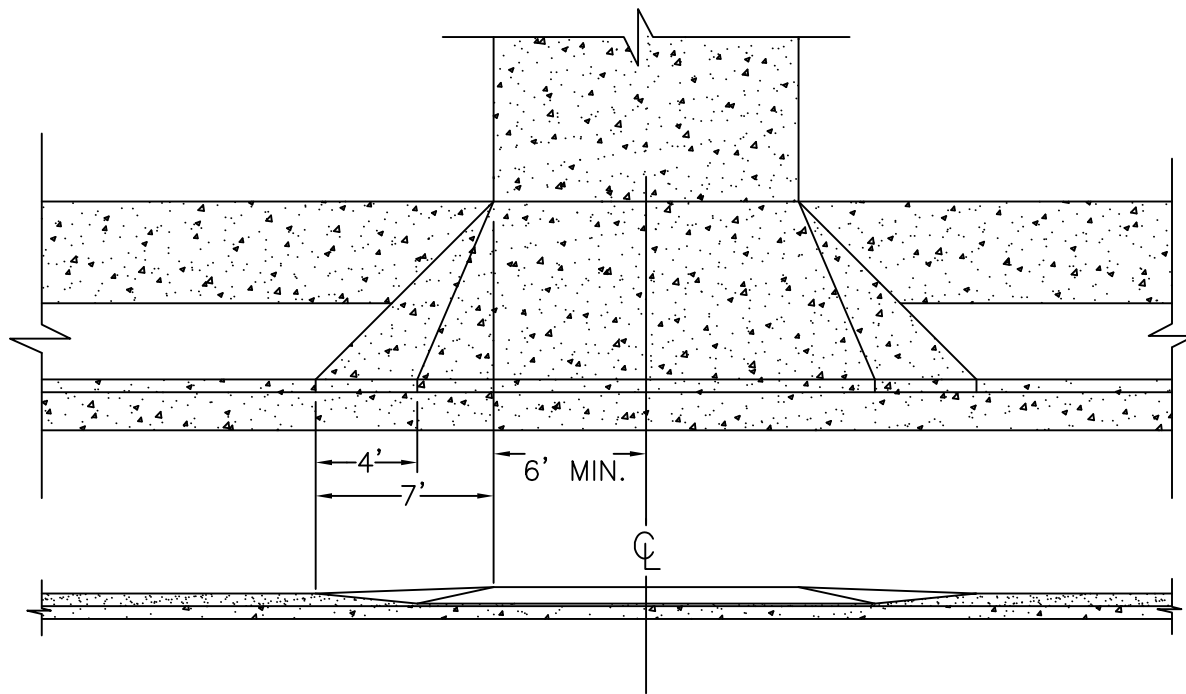
DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.07



SECTION



**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

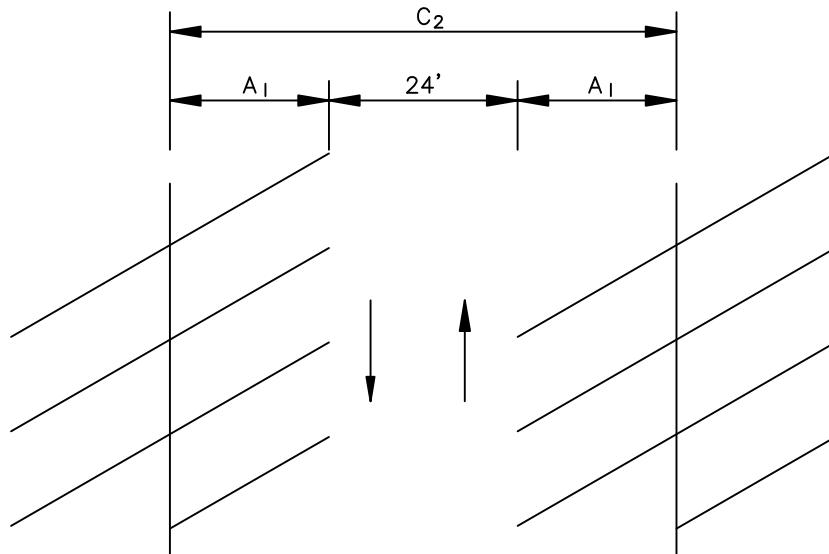
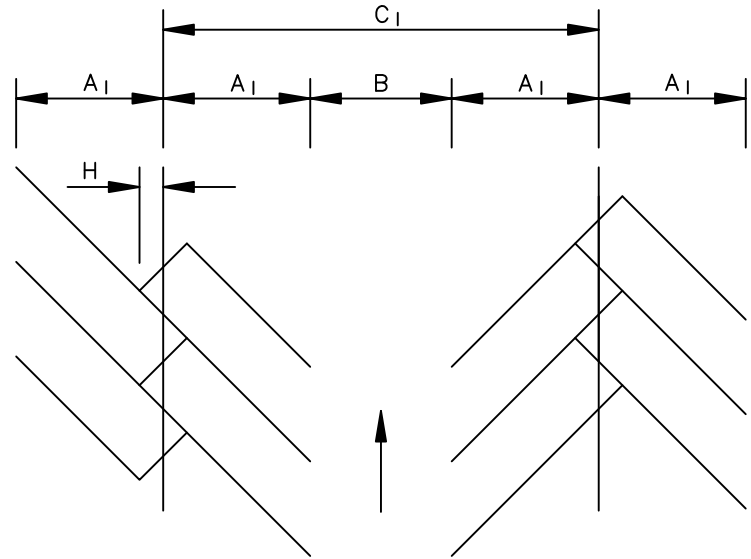
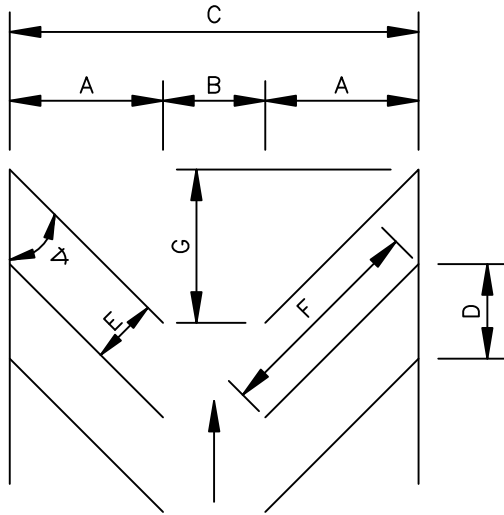
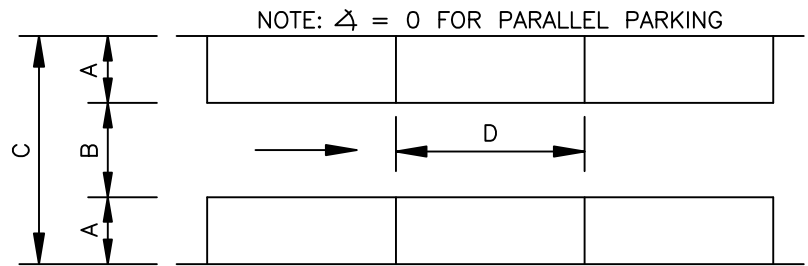
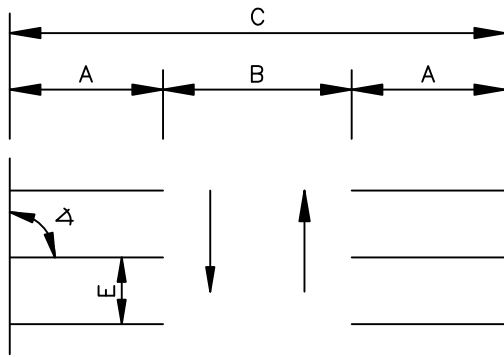
**RESIDENTIAL
DRIVEWAY**
CONSTRUCTION STANDARD

DATE: JAN. 2018
APPROVED:

STANDARD
NO.
3.8.08



1. VERTICAL CURB SHALL COMPLY WITH GEORGIA STANDARD 9032B, 6" x 24", TYPE 2.
2. 1/2" PREFORMED EXPANSION JOINTS WILL BE REQUIRED AT TANGENT POINTS OF RADIUS RETURNS, AT DRIVEWAYS, AND STREET INTERSECTIONS AND AT 40' INTERVALS ALONG THE CURB.



HANDICAP SPACES:

1. MINIMUM 13' WIDE.
2. WITHIN 200' OF ENTRANCE.
3. WALKS UNINTERRUPTED, NO STEPS, AT LEAST TWO SPACES.
4. UP TO 400 SPACES SHALL HAVE 2% HANDICAP BUT NO LESS THAT 2.
5. MORE THAN 400 SPACES SHALL HAVE EIGHT SPACES PLUS 1% FOR HANDICAP.

Δ	A	B	A+B	C	D	E	F	G	H	A ₁	C ₁	C ₂
ANGLE OF PARKING	DEPTH OF STALL	AISLE WIDTH	---	WIDTH OF BAY	CURB LENGTH	WIDTH OF STALL	LENGTH OF STRIPE	WASTE SPACE	DEPTH OF OVERHANG	DEPTH OF STALL	WIDTH OF AREA	WIDTH OF AREA
0°	9.0	12.0	21.0	30.0	22.0	---	---	---	---	---	---	42.0
45°	19.1	13.0	32.1	51.2	12.7	9.0	27.0	19.1	3.2	15.9	44.8	55.8
60°	20.1	18.0	38.1	58.2	10.4	9.0	23.2	11.6	2.3	17.8	53.6	59.6
90°	18.0	24.0	42.0	60.0	9.0	9.0	---	---	---	---	---	60.0

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

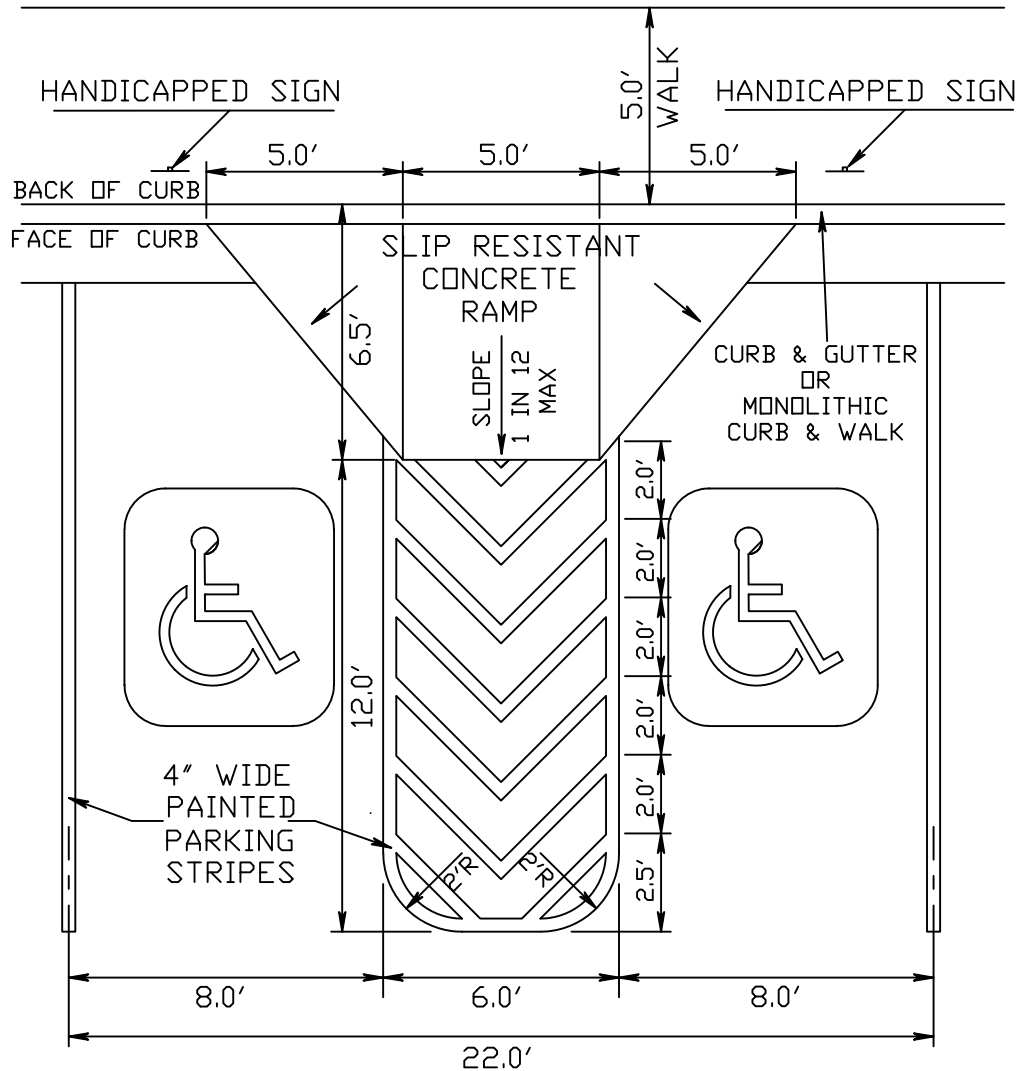
**OFFSTREET
PARKING**
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.10a





HANDICAPPED RAMP AND
NON-VAN HANDICAPPED PARKING

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**OFFSTREET
PARKING**
CONSTRUCTION STANDARD

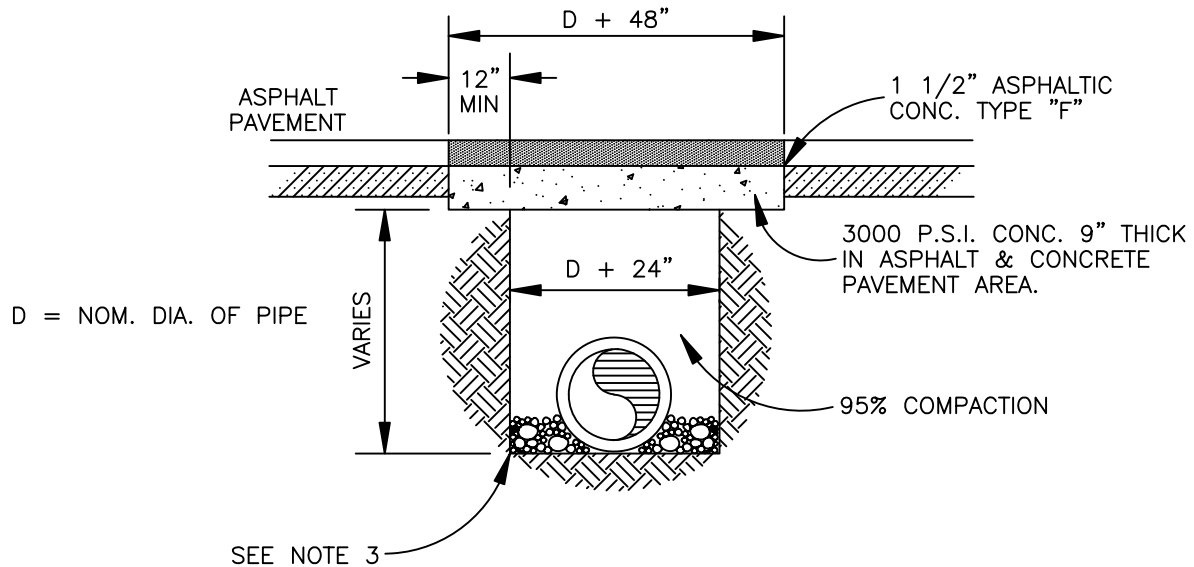
DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.10c

NOTE:

IF CONCRETE PAVEMENT,
REPLACE WITH ORIGINAL
THICKNESS (MINIMUM 8"),
FLUSH WITH EXISTING
PAVEMENT.



NOTE: PERMIT REQUIRED FOR ALL STREET CUTS

TYPICAL PAVEMENT REPAIR

NOTES:

1. PERMISSION MUST BE OBTAINED TO OPEN CUT EXISTING ROADS.
2. ROADWAYS WILL GENERALLY BE BORED OR TUNNELED FROM DITCH LINE TO DITCH LINE.
3. BED AS PER APPLICABLE UTILITY SPECIFICATION.

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

TYPICAL STREET CUT REPAIR

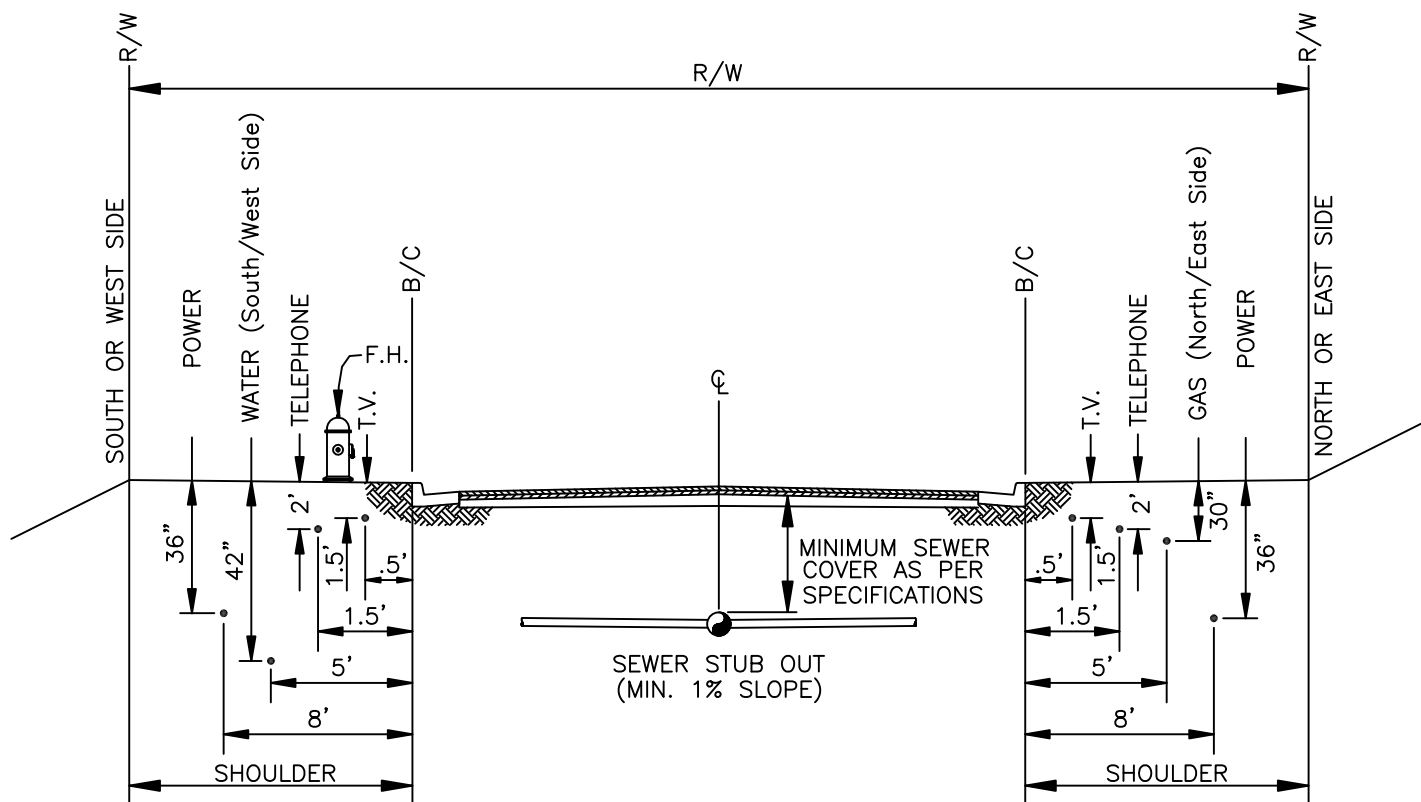
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

3.8.11



CROSS SECTION

NOTES:

1. THE REQUIRED DISTANCES FROM THE CURBS WILL APPLY TO UNDERGROUND UTILITIES.
2. THE REQUIRED LOCATION OF UTILITIES SHALL BE MEASURED FROM THE BACK OF THE CURB. CURB & GUTTER MUST BE INSTALLED AFTER SEWER BUT BEFORE ANY OTHER UTILITIES ARE INSTALLED.
3. PEDESTALS FOR TELEPHONE AND CABLE INSTALLATIONS TO BE LOCATED 6.5 FT. FROM BACK OF CURB. IF JOINT TRENCHING WITH POWER, PEDESTALS ARE TO BE LOCATED IN DESIGNATED SPACE FOR POWER.
4. FIRE HYDRANTS ON ROAD THRUWAYS ARE TO BE LOCATED A MINIMUM OF 5 FT. FROM BACK OF CURB. FIRE HYDRANTS ON CUL-DE-SACS ARE TO BE LOCATED A MAXIMUM OF 8 FT. FROM BACK OF CURB.
5. ELECTRICAL TRANSFORMERS ARE TO BE LOCATED IN LINE WITH DESIGNATED SPACE FOR POWER. STREET LIGHTS ARE TO BE LOCATED 7.5' FROM BACK OF CURB.
6. REAR OF WATER METER TO BE AT PROPERTY LINE.
7. SEWER SERVICE STUB TO EXTEND 5 FT. ONTO PROPERTY.

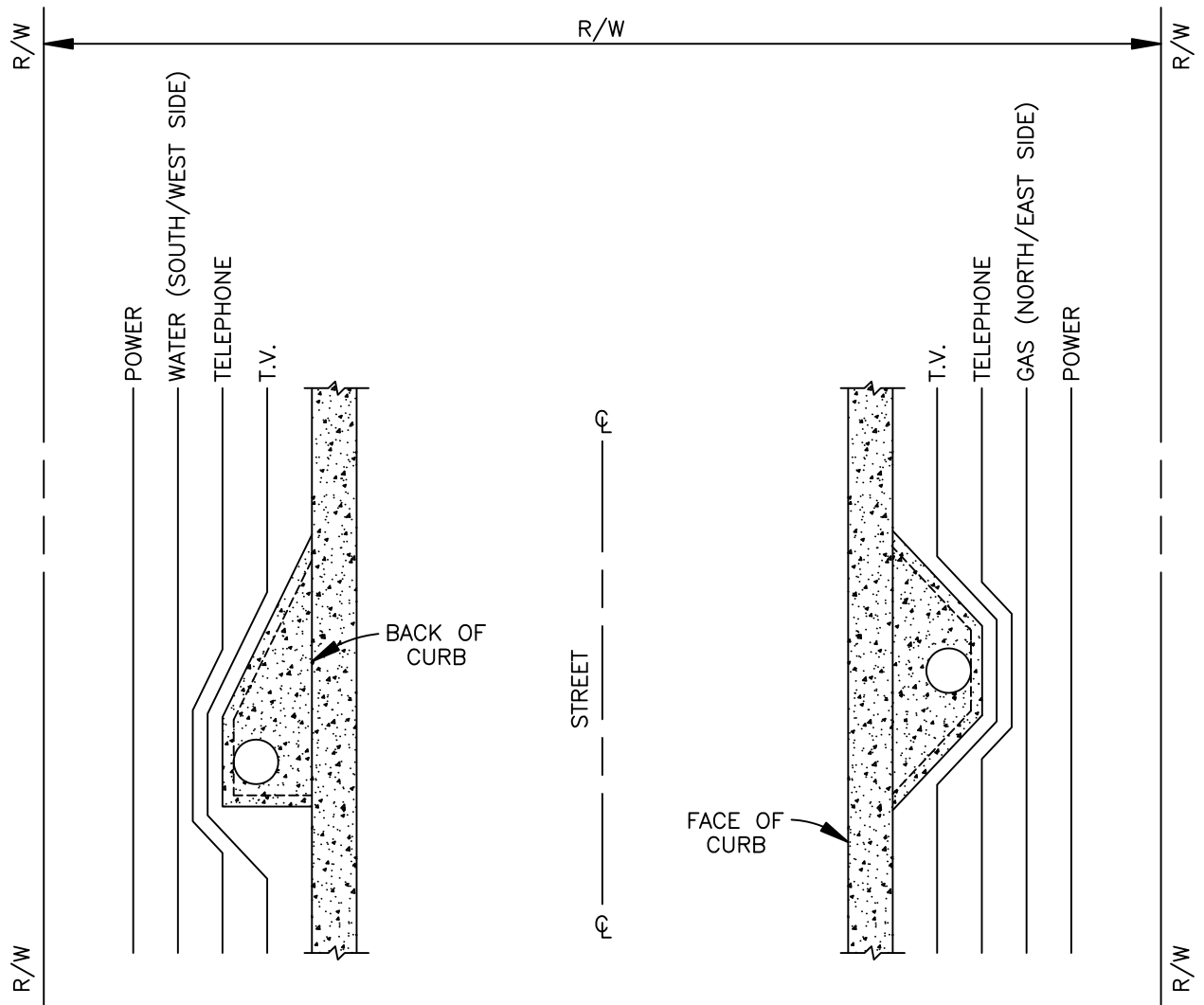
**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**NOMINAL UTILITY
LOCATIONS
50' R/W**
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.12



PLAN

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**UTILITY
LOCATIONS**

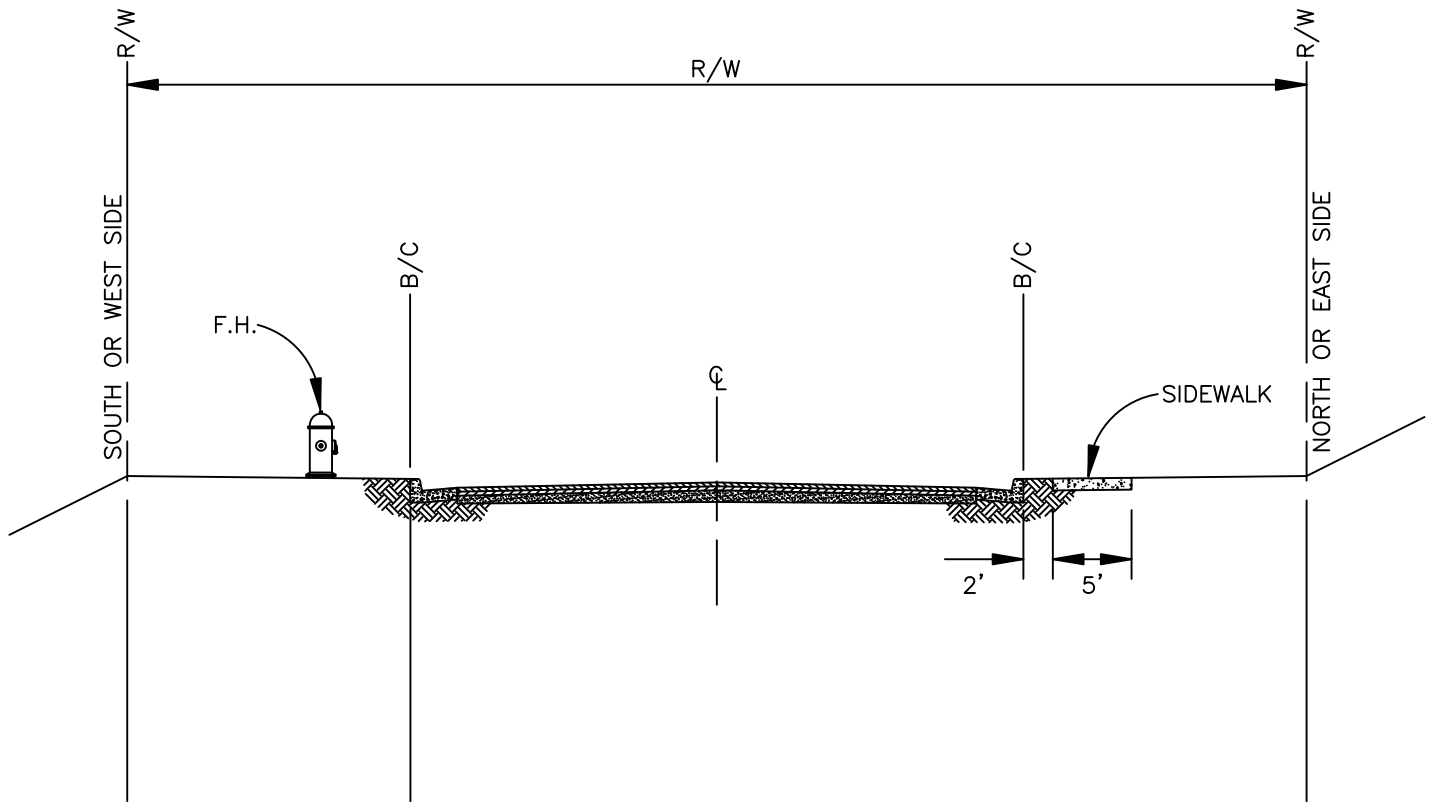
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

3.8.13



CROSS SECTION

NOTES:

1. SIDEWALKS NORMALLY TO BE LOCATED ON THE NORTH OR EAST SIDE OF STREET.
2. IN CASES WHERE STREET CONFIGURATION REQUIRES SIDEWALK TO BE LOCATED ON THE SOUTH OR WEST SIDE OF STREET, FIRE HYDRANTS MUST BE LOCATED BEHIND SIDEWALK LOCATION.

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

SIDEWALK LOCATION

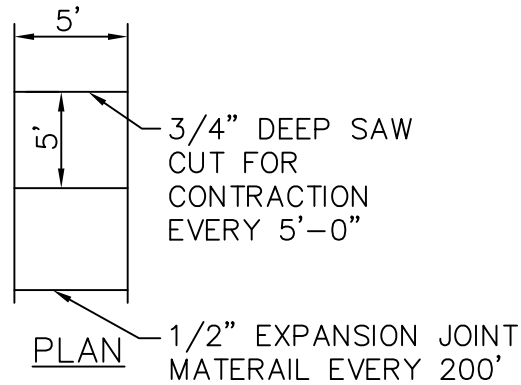
CONSTRUCTION STANDARD

DATE: JAN. 2018

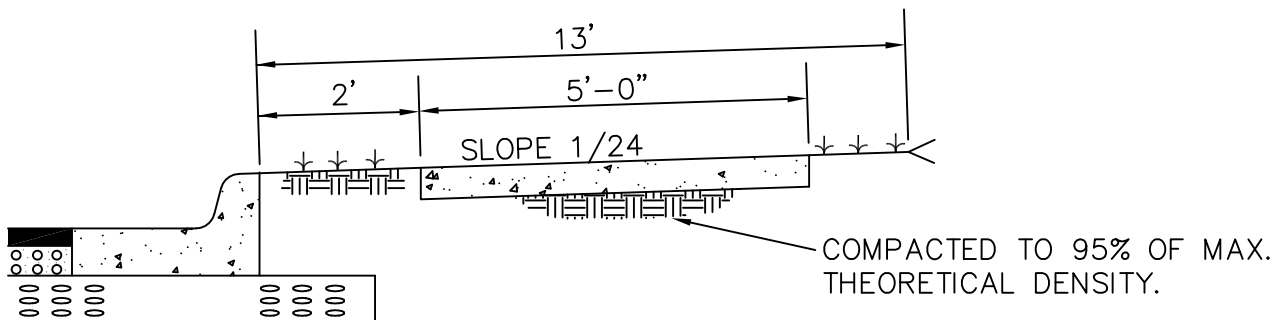
APPROVED:

STANDARD
NO.

3.8.14



NOTE: 1/2" PREMOULDED EXPANSION JOINT AT DRIVEWAYS, CURBS ETC.
5'-0" SIDEWALK CUT IN 5'-0" SQUARES 1 1/2" GROOVES.



TYPICAL SECTION OF 5'-0" SIDEWALK

NOTE: SIDEWALK TO BE CONSTRUCTED OF CLASS "A" CONCRETE AS DEFINED BY THE GEORGIA DOT.

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

SIDEWALK

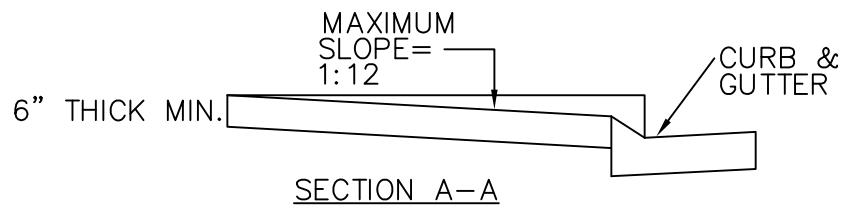
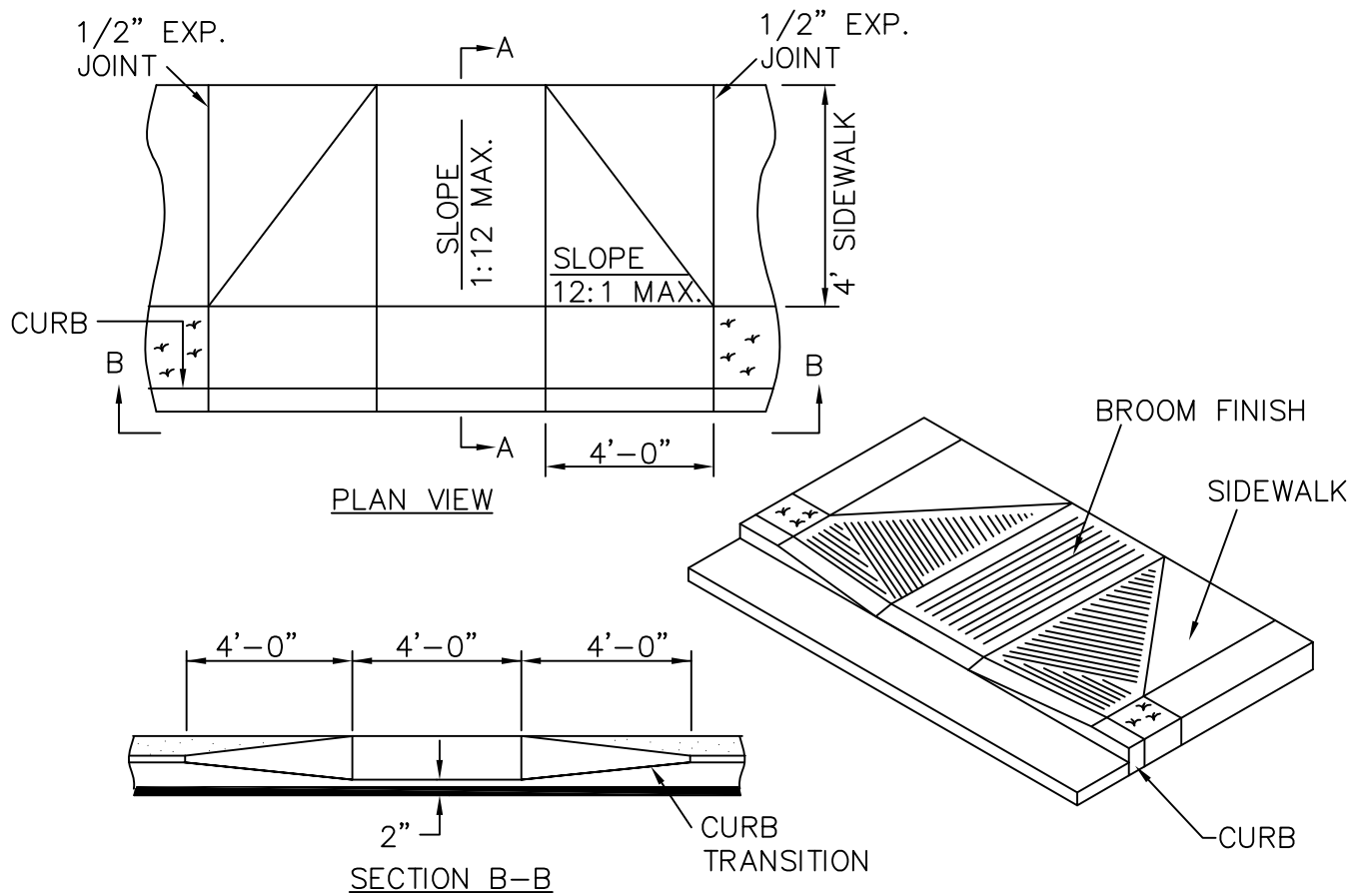
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

3.8.15



NOTES:

1. THE LOCATION OF CROSSWALK LINES & STOP BARS, WHEN REQUIRED, WILL BE COORDINATED WITH THE LOCATION OF THE RAMPS.
2. RAMPS WILL BE CONSTRUCTED OF CLASS "A" CONCRETE AS DEFINED BY THE GEORGIA DOT AND SHALL INCLUDE FIBER REINFORCEMENT.

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**WHEELCHAIR
RAMP**

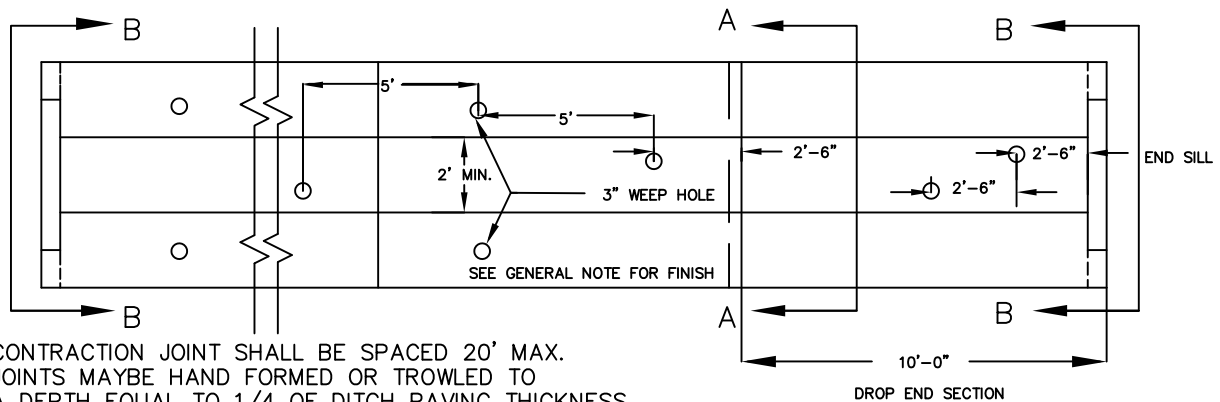
CONSTRUCTION STANDARD

DATE: JAN. 2018

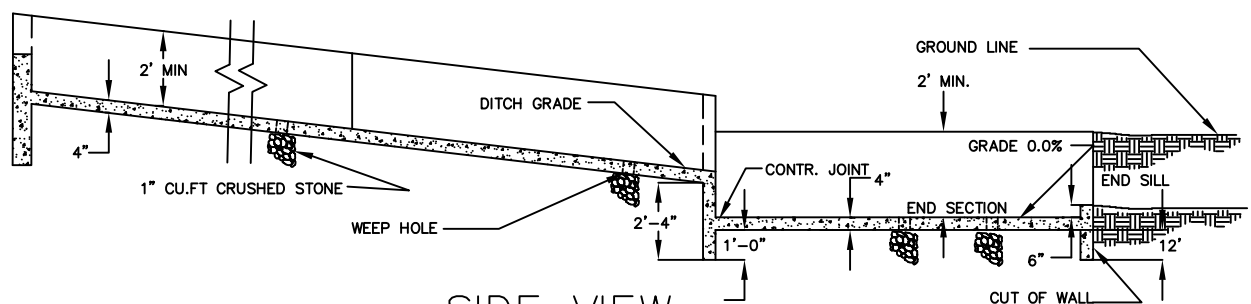
APPROVED:

STANDARD
NO.

3.8.16



PLAN VIEW



SIDE VIEW

NOTE: DROP END SECTION MUST BE
CONSTRUCTED BEFORE ADJACENT UPSTREAM
SECTION IS POURED. SEE CONSTR. JOINT IN
SECTION A-A. DROP END SECTION MAY BE
OMITTED AND END SECTION OF DITCH BURIED
3' BELOW NATURAL CHANNEL WHEN APPROVED
BY THE ENGINEER.

GENERAL NOTES:

1. SIDE SLOPES ON PAVED BERM AND SURFACE DITCHES SHALL BE 2:1 UNLESS MODIFIED ON CONSTRUCTION OF MEET FIELD CONDITIONS. WHEN PAVING IS PLACED IN NORMAL ROADWAY DITCH, THE SIDE SLOPES AND BOTTOM WILL CONFORM TO THOSE SHOWN ON THE ROADWAY TYPICAL SECTION.
2. WEEP HOLES SHALL BE OMITTED IN ALL SURFACE DITCHES OF THE TOP OF CUT SLOPES. WEEP HOLES SHALL BE REQUIRED IN BERM DITCHES AND ROADWAY DITCHES WHEN PAVED.
3. SURFACE FINISHED SHALL BE FLOATED SUFFICIENTLY TO COVER AGGREGATE WITH MORTAR.
4. EXPANSION JOINTS ARE REQUIRED WHERE PAVED DITCH CONNECTS TO OTHER CONCRETE STRUCTURES.

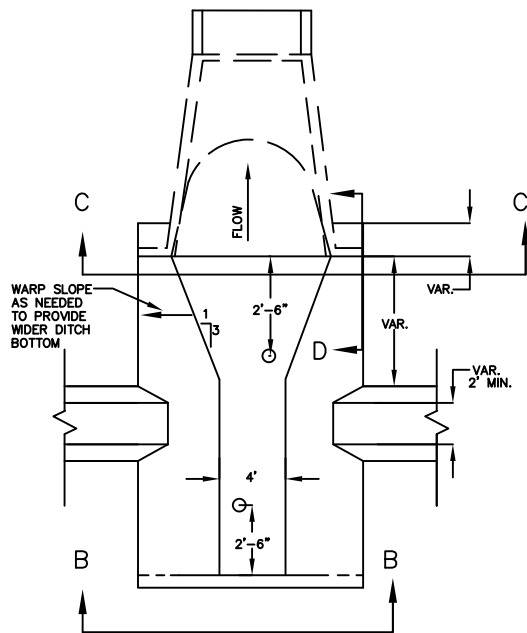
1 OF 2

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

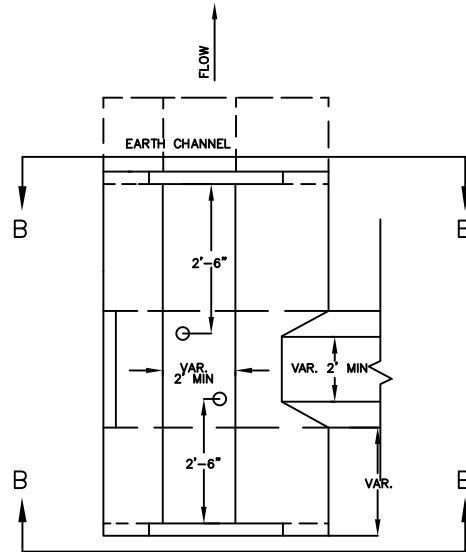
**PAVED
DITCH**
CONSTRUCTION STANDARD

DATE: JAN. 2018
APPROVED:

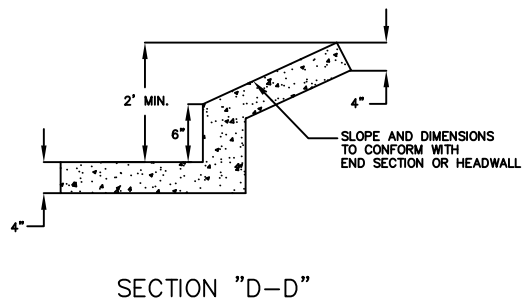
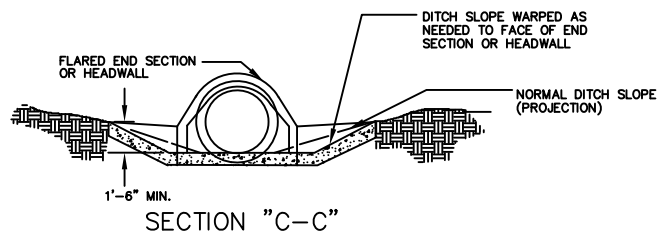
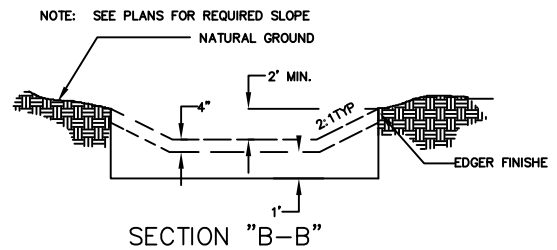
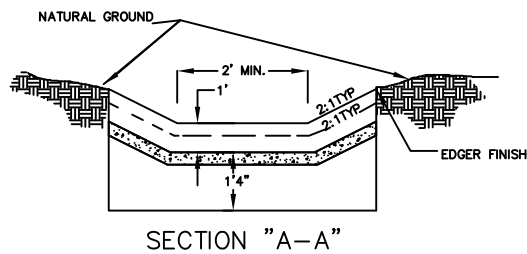
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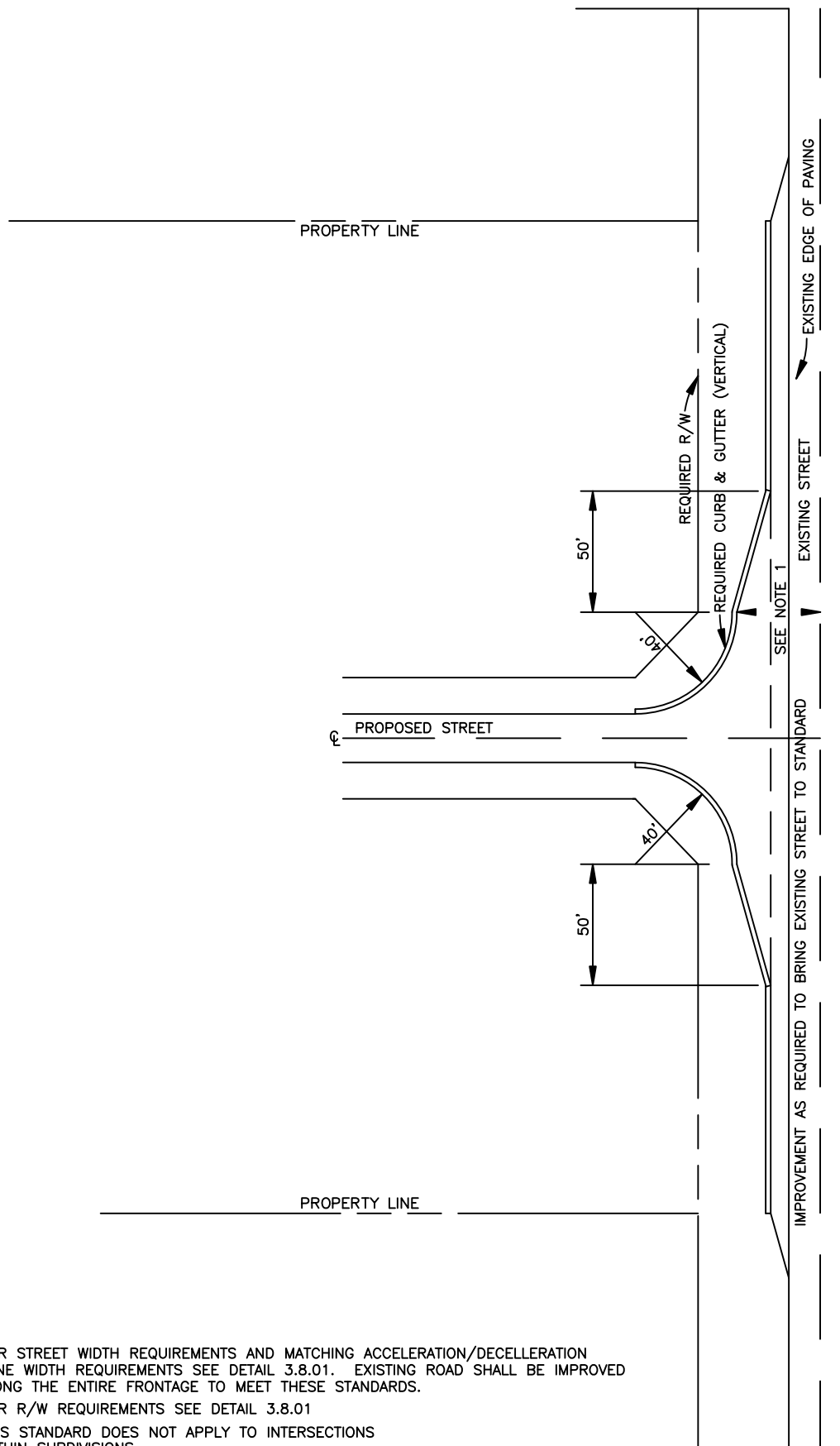


CONNECTING PAVED DITCH TO
FLARED END SECTION OR
HEADWALL (TYPICAL DETAIL)



CONNECTING PAVED DITCH
TO EARTH CHANNELL
(TYPICAL DETAIL)





NOTES:

1. FOR STREET WIDTH REQUIREMENTS AND MATCHING ACCELERATION/DECELERATION LANE WIDTH REQUIREMENTS SEE DETAIL 3.8.01. EXISTING ROAD SHALL BE IMPROVED ALONG THE ENTIRE FRONTAGE TO MEET THESE STANDARDS.
2. FOR R/W REQUIREMENTS SEE DETAIL 3.8.01
3. THIS STANDARD DOES NOT APPLY TO INTERSECTIONS WITHIN SUBDIVISIONS.

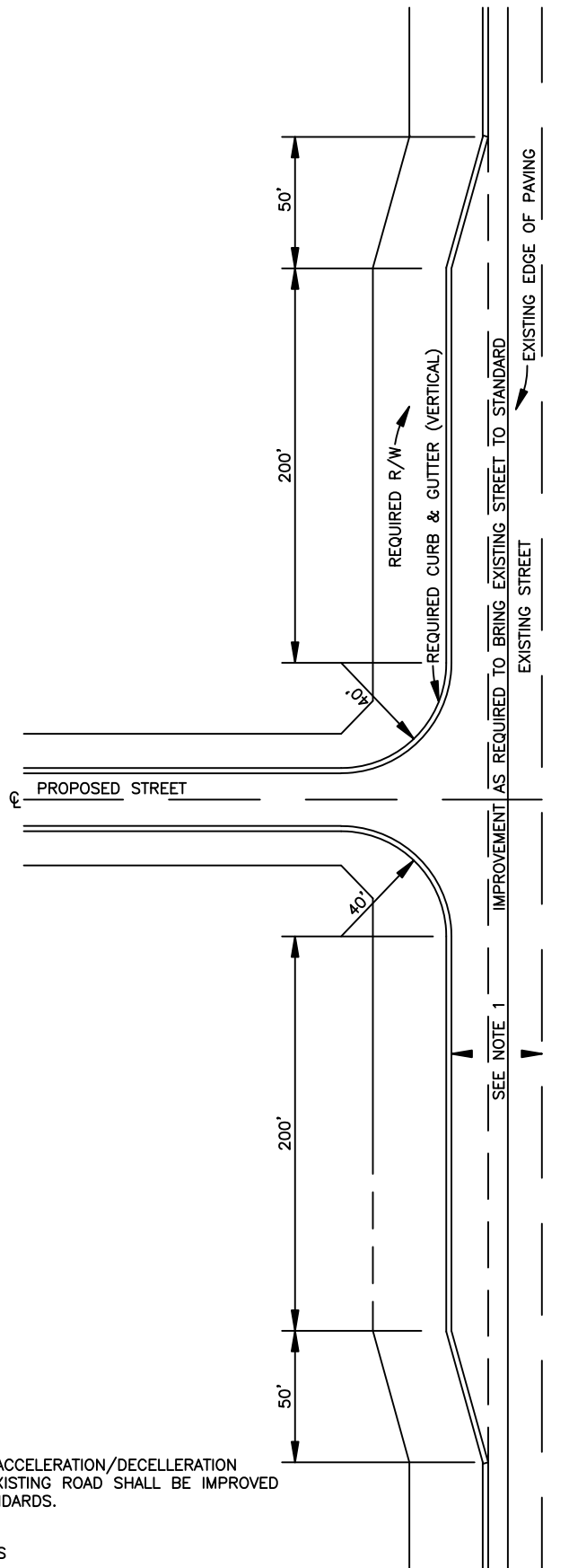
**CITY OF
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DEPARTMENT OF
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ENTRANCE
(RESIDENTIAL SUBDIVISION)
(LESS THAN 20 LOTS)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.18



NOTES:

1. FOR STREET WIDTH REQUIREMENTS AND MATCHING ACCELERATION/DECELERATION LANE WIDTH REQUIREMENTS SEE DETAIL 3.8.01. EXISTING ROAD SHALL BE IMPROVED ALONG THE ENTIRE FRONTAGE TO MEET THESE STANDARDS.
2. FOR R/W REQUIREMENTS SEE DETAIL 3.8.01
3. THIS STANDARD DOES NOT APPLY TO INTERSECTIONS WITHIN SUBDIVISIONS.

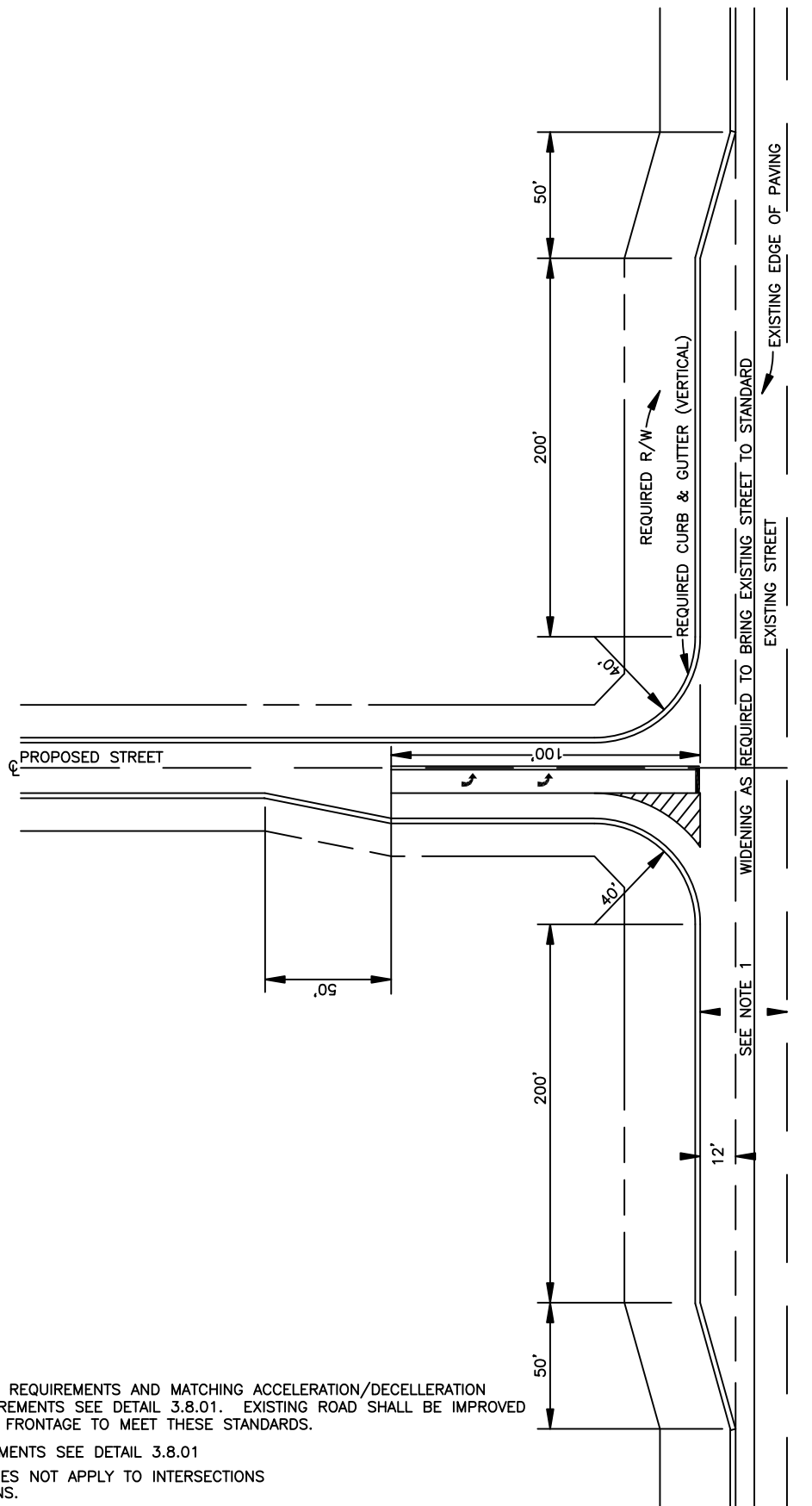
**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

ENTRANCE
(RESIDENTIAL SUBDIVISION)
(20 - 200 LOTS)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.19



NOTES:

1. FOR STREET WIDTH REQUIREMENTS AND MATCHING ACCELERATION/DECELERATION LANE WIDTH REQUIREMENTS SEE DETAIL 3.8.01. EXISTING ROAD SHALL BE IMPROVED ALONG THE ENTIRE FRONTAGE TO MEET THESE STANDARDS.
2. FOR R/W REQUIREMENTS SEE DETAIL 3.8.01
3. THIS STANDARD DOES NOT APPLY TO INTERSECTIONS WITHIN SUBDIVISIONS.

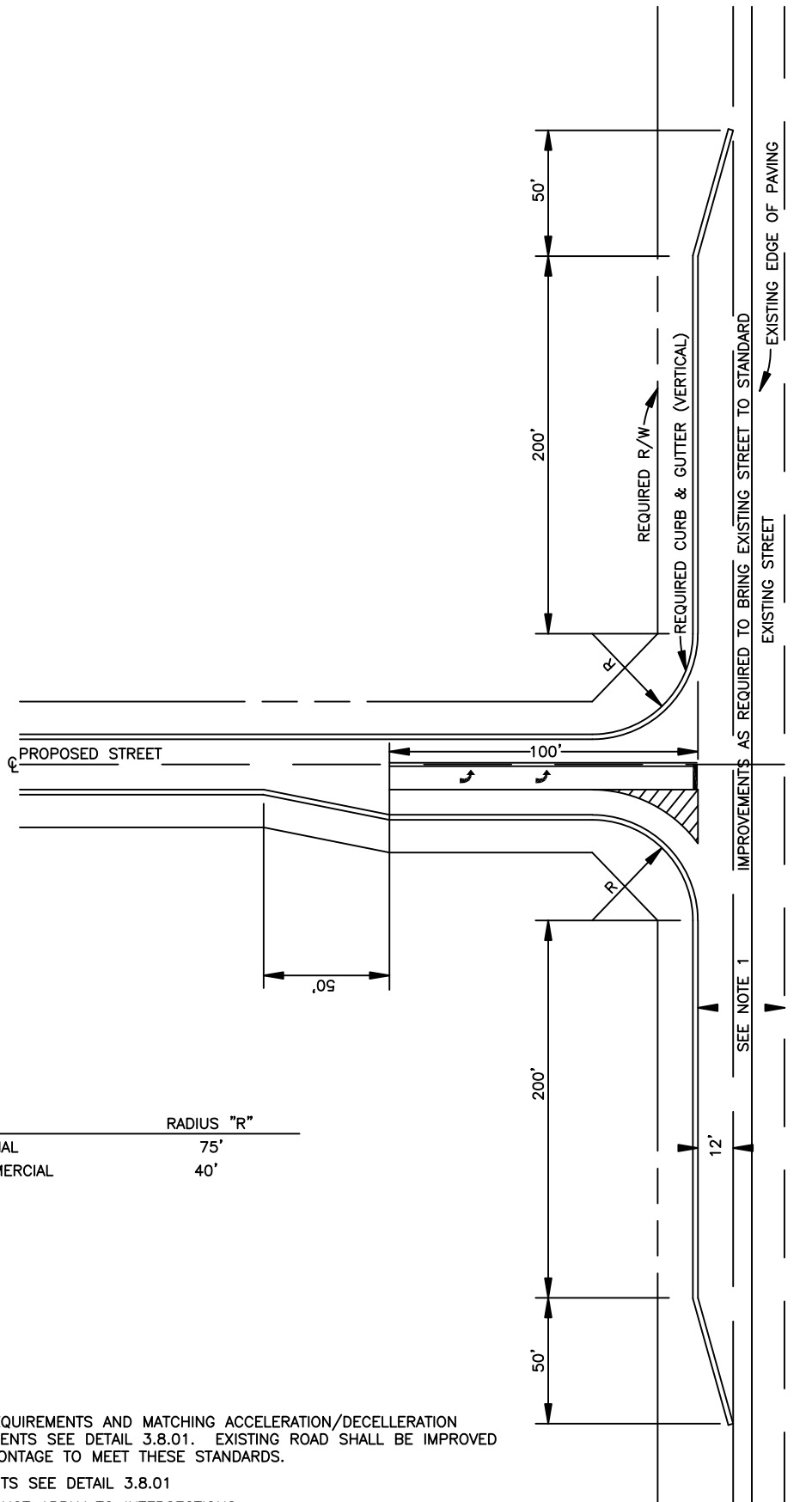
**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

ENTRANCE
(RESIDENTIAL SUBDIVISION)
(OVER 200 LOTS)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.20



SITE ZONING	RADIUS "R"
HEAVY INDUSTRIAL	75'
RETAIL - COMMERCIAL	40'

NOTES:

1. FOR STREET WIDTH REQUIREMENTS AND MATCHING ACCELERATION/DECELERATION LANE WIDTH REQUIREMENTS SEE DETAIL 3.8.01. EXISTING ROAD SHALL BE IMPROVED ALONG THE ENTIRE FRONTAGE TO MEET THESE STANDARDS.
2. FOR R/W REQUIREMENTS SEE DETAIL 3.8.01
3. THIS STANDARD DOES NOT APPLY TO INTERSECTIONS WITHIN SUBDIVISIONS.

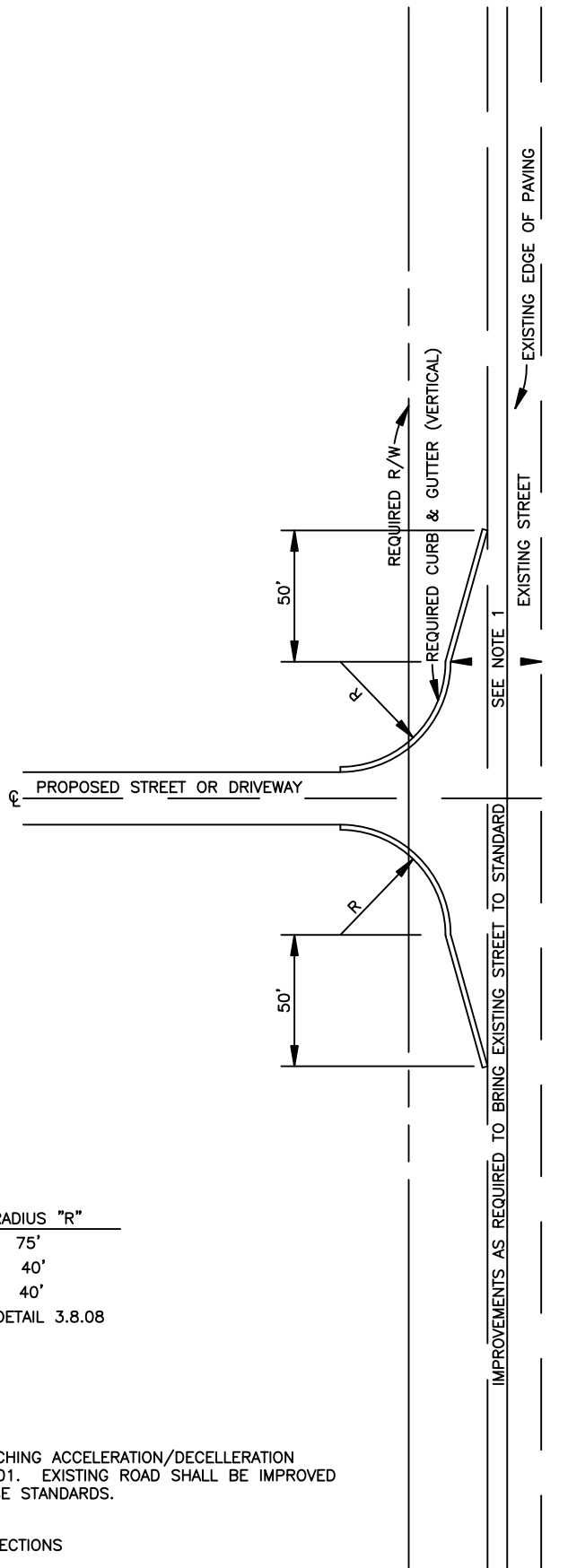
**CITY OF
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DEPARTMENT OF
PUBLIC WORKS

ENTRANCE
(COM./IND. SUBDIVISION)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.21



ZONING OR USE	RADIUS "R"
HEAVY INDUSTRIAL	75'
RETAIL – COMMERCIAL	40'
MULTIFAMILY	40'
DOWNTOWN BUS. DISTRICT	SEE DETAIL 3.8.08

NOTES:

1. FOR STREET WIDTH REQUIREMENTS AND MATCHING ACCELERATION/DECELERATION LANE WIDTH REQUIREMENTS SEE DETAIL 3.8.01. EXISTING ROAD SHALL BE IMPROVED ALONG THE ENTIRE FRONTAGE TO MEET THESE STANDARDS.
2. FOR R/W REQUIREMENTS SEE DETAIL 3.8.01
3. THIS STANDARD DOES NOT APPLY TO INTERSECTIONS WITHIN SUBDIVISIONS.

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

ENTRANCE
(COM./IND./MF DEVELOPMENT)
(MINOR COLLECTOR)
CONSTRUCTION STANDARD

DATE: JAN. 2018

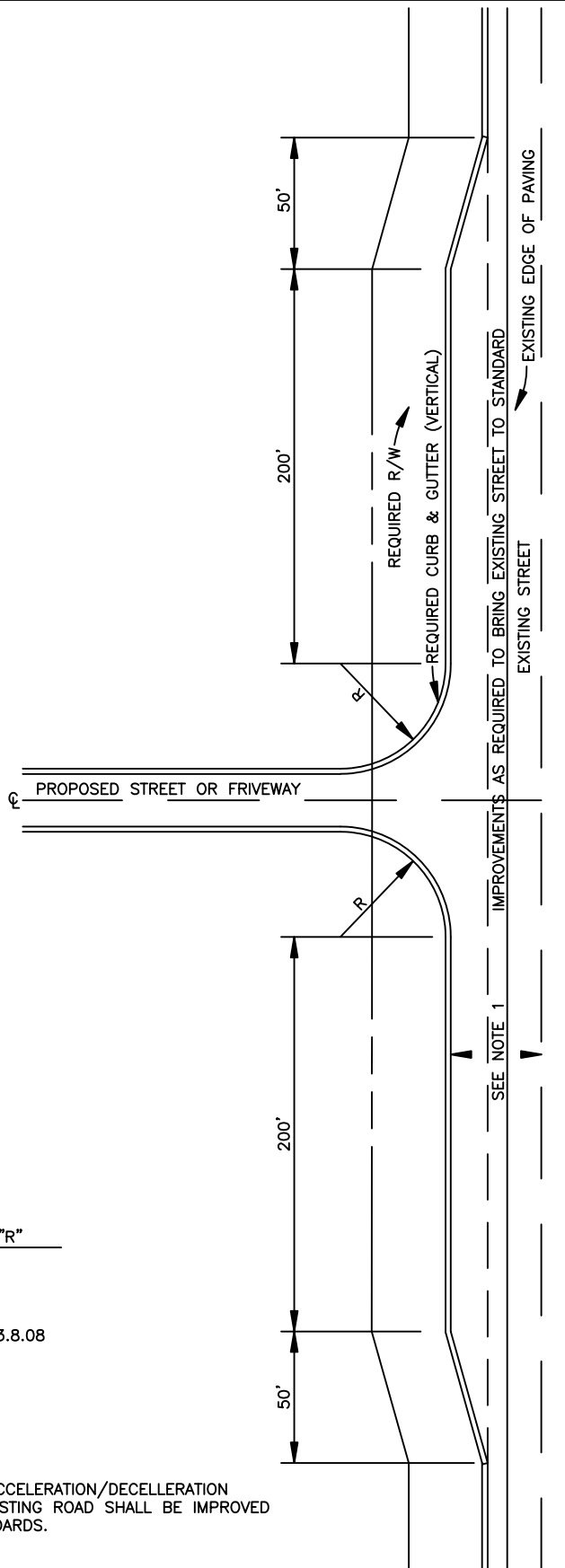
APPROVED:

STANDARD
NO.
3.8.22

ZONING OR USE	RADIUS "R"
HEAVY INDUSTRIAL	75'
RETAIL - COMMERCIAL	40'
MULTIFAMILY	40'
DOWNTOWN BUS. DISTRICT	SEE DETAIL 3.8.08

NOTES:

1. FOR STREET WIDTH REQUIREMENTS AND MATCHING ACCELERATION/DECELERATION LANE WIDTH REQUIREMENTS SEE DETAIL 3.8.01. EXISTING ROAD SHALL BE IMPROVED ALONG THE ENTIRE FRONTAGE TO MEET THESE STANDARDS.
2. FOR R/W REQUIREMENTS SEE DETAIL 3.8.01
3. THIS STANDARD DOES NOT APPLY TO INTERSECTIONS WITHIN SUBDIVISIONS.



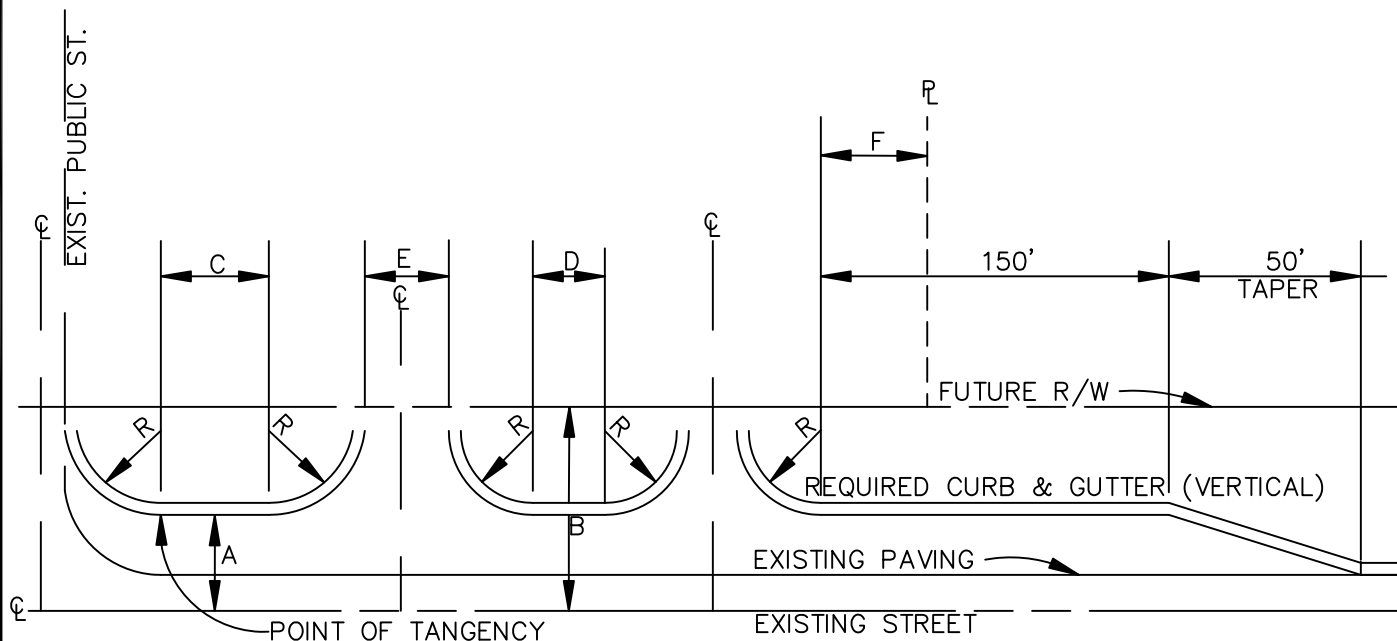
**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

ENTRANCE
(COM./IND./MF DEVELOPMENT)
(MAJOR COLLECTOR OR ARTERIAL)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.
3.8.23



EXISTING STREET CLASSIFICATION	RADII "R"	"A"	"B"	"C"	"D"	1-LANE "E"	2-LANE "E"	"F"
ARTERIAL	25'	24'+	50'+	50'	40'	14'-18'	24'-30'	20'+
MAJOR COLLECTOR	20'	24'	40'+	50'	40'	↓	↓	20'
MINOR COLLECTOR	15'	24'	30'+	50'	40'	↓	↓	20'
LOCAL	10'	20'	25'	40'	20'	↓	↓	15'

NOTE:

1. CURB AND GUTTER REQUIRED ON 50' TAPERS
IF EXISTING STREET HAS CURB AND GUTTER

COMMERCIAL/INDUSTRIAL DRIVEWAY DETAIL

**CITY OF
VILLA RICA**
DEPARTMENT OF
PUBLIC WORKS

**COMMERCIAL/
INDUSTRIAL
DRIVEWAY DETAIL**
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

3.8.24

Table of Contents

400.	SEWER REGULATIONS	400-1
401.	General Information	400-1
401.1	Use of this document	400-1
401.2	Connection to Existing Sewers.....	400-1
401.3	Definition of Sewer Line Technology	400-1
401.4	When Public Sewers are not Available.....	400-2
402.	Plans, Specifications, and Submittals	400-2
402.1	General	400-2
402.2	Preliminary Review	400-2
402.3	Sewer Construction Plans	400-2
402.4	Erosion and Sediment Control Plan.....	400-4
402.5	Detail Drawings	400-5
402.6	As-Built Drawings	400-5
402.7	Easement Acquisition and Utility Encroachment Permits	400-6
403.	Design Criteria and Materials for Sewers	400-8
403.1	General	400-8
403.2	Types of Sewers	400-8
403.3	Design Period	400-8
403.4	Capacity and Size Determinations	400-8
403.5	Special City Requirements	400-9
403.6	Slope	400-9

403.7	Increasing Size.....	400-10
403.8	Gravity Sewer Pipe Materials	400-10
403.9	Precast Concrete Manholes	400-15
403.10	Casings	400-17
403.11	Wastewater Lift Stations.....	400-17
404.	Construction Methods	400-24
404.1	Licensing and Safety.....	400-24
404.2	Construction Permits	400-24
404.3	Changes from Approved Plans.....	400-25
404.4	Trench Excavation	400-25
404.5	Rock Excavation	400-26
404.6	Installation of Sewer Pipe	400-26
404.7	Railroad Crossings.....	400-27
404.8	Highway Crossings.....	400-28
404.9	Stream Crossings.....	400-28
404.10	Casing for Sewers.....	400-29
404.11	Replacement of Pavement	400-29
404.12	Location/Protection of Existing Underground Utilities	400-29
404.13	Protection of Water Supply and Other Utilities	400-29
404.14	Sewer Services	400-29
404.15	Clean Up	400-31
405.	Inspection of Sewers	400-31

405.1	City Inspection.....	400-31
405.2	Access to Project.....	400-31
405.3	Communication During Construction.....	400-31
405.4	Concealed Work.....	400-32
405.5	Minimum Inspection by Developer	400-32
405.6	City Inspection	400-32
405.7	Other Testing Requirements	400-33
405.8	Final Inspection and Conditional Acceptance	400-35
405.9	Maintenance Bond or Letter of Credit.....	400-35
405.10	Maintenance Until Final Acceptance	400-36
406.	Standard Details (See Details at end of Section 400).	

400. **SEWER REGULATIONS**

401. **General Information**

401.1 **Use of This Document:**

- A. This document is subject to periodic revision to meet changing requirements for materials, environmental regulations, etc. At the beginning of a project the user should verify that he has the latest edition.
- B. This document is intended to convey the general design and construction requirements for a typical project. It also lists specific City of Villa Rica requirements relating to plan review, inspection, testing and acceptance of facilities. It is not intended as a substitute for site-specific engineering and construction techniques.

401.2 **Connection to Existing Sewers:**

- A. Except as provided below, all future buildings within the city's corporate limits which are to be utilized for occupancy or any other use such as commercial or industrial purposes which requires sanitary sewerage facilities shall be connected to the public sewer system. Cost of constructing the necessary facilities for connection to public sewers shall be at the expense of the developer.
- B. Waiver of the requirement to connect to public sewers will be considered on a case-by-case basis for non-subdivided, single-lot buildings when the nearest connection point to a public sewer is more than 200 feet from the property line, when such buildings are to be used for single-family dwelling or some other use where the wastewater loading is no more than that of a single-family dwelling.
- C. The City maintains the option of requiring developers of individual lots to construct main line extensions of up to 500 feet to avoid cutting pavement on existing streets for connection to the public sewer.

401.3 **Definition of Sewer Line Terminology:**

- A. "Building Sewers" or "Service Laterals" are defined as those pipes used to convey wastewater from the building or portions of a building to a main sewer. The minimum diameter for a service lateral is 4 inches. These sewers are privately funded and owned.
- B. "Main Sewers" are located in streets or dedicated easements. They are

gravity piping systems used to collect sewage from one or more service laterals to other main sewers. Main sewers are a minimum of eight (8) inches in diameter and may extend beyond the property boundaries of a development. Funding of main sewers is by the developer.

- C. “Force Main Sewers” are pressure piping systems which convey sewage from a pump station to a main sewer. These sewers are constructed of ductile iron pipe and have a minimum diameter of four (4) inches. Funding of force mains is by the developer.

401.4 When Public Sewers Are Not Available:

- A. If sewers are not available within 200 feet of the property line the options available are:
1. Do not develop.
 2. Install septic tanks or other on-site treatment system.
 3. Extend city sewers to the area.

402. Plans, Specifications and Submittals

- 402.1 **General:** All projects which involve construction of Main Sewers and/or Force Mains and Pumping Facilities shall have detailed construction plans and specifications prepared by a Registered Professional Engineer or Licensed Surveyor licensed in the State of Georgia. Developments which only involve building sewers may have plans and specifications prepared by the project Architect.

- 402.2 **Preliminary Review:** Preliminary plans will be prepared and submitted for review as described elsewhere in the development regulations. Questions relating to availability of sewers and proposed location of connection should be resolved at this stage before proceeding with final planning. A submittal for preliminary review must include all land to be developed although the land is to be developed in several phases or units. Availability determinations will be made only for the phases of the project proposed for current construction. Availability determinations will be valid for a period of one year from the date of project approval. The Developer must submit any data required for accurately projecting sewer flow quantities and rates. The Developer is also responsible for furnishing any other information deemed necessary for evaluating service feasibility.

- 402.3 **Sewer Construction Plans:** All plans for public sewer facilities shall be prepared in accordance with the requirements outlined herein and as required in regulations promulgated by the Georgia Environmental Protection Division. The developer shall be responsible for submitting

plans and other data to the Georgia EPD for required approvals. Projects involving sewers greater than 36 inches in diameter or pump stations with capacity of 700 gallons per minute and greater must be submitted to EPD for required approvals. The following requirements will apply to preparation of sewer construction plans:

- A. The site plan shall show land lots, district and north arrow, lot layout, and existing and proposed building locations. The site plan shall also show all existing and proposed streets and their names, all streams, water courses, existing and proposed storm drains, and the discharge points for all drainage structures. The site plan shall accurately show the topography with contour lines at two-foot intervals. Elevations shall be referenced to Mean Sea Level and plans shall note the location of the specific USGS Vertical Elevation Marker used for deriving site elevations. The site plan shall show the sewer layout with existing and proposed lines, manhole numbers, line designation and direction of flow, and proposed sewer easements and other utility easements. It shall also show the location of proposed services.
- B. The design of cross-country sewer lines and force mains shall be based on field-run surveys. The site plan for cross-country sewer lines and force mains need not show contour intervals on the plan view, but the profile views shall accurately depict ground level elevations and elevations of all relevant structures. Site plans for lift stations shall show existing and proposed contours. In the event the subdivision is developed in phases, the final construction plans for sewers may be submitted in phases or units. However, at the time the first phase is submitted, the engineer will submit one copy of the preliminary layout of the entire sewer system. This layout will show all lines required to serve any lots to be developed and any surrounding property that may be served through the property. The site plans for each phase or unit shall contain a location drawing showing the relationship of the phase or unit to the total project and to the surrounding streets and sewers.
- C. Profiles should have a horizontal scale of not more than 100 feet to the inch for cross-country lines and 50 feet to the inch for congested areas, and a vertical scale of not more than 10 feet to the inch. The plan view should be drawn to a corresponding horizontal scale. The plan view should normally be shown on the same sheet as the profile. In any case both the plan and profile view should have line designations, station numbers, manhole numbers and any other indexing necessary to easily correlate the plan and profile view.

Plans and profiles shall show:

1. Location of streets, sewers and utility easements.
2. Profile of ground surface, the grade of the sewer between each two adjacent manholes, size and material of pipe, length between manholes, invert of sewer in and out of each manhole, and ground surface elevation at each manhole. All manholes shall be numbered on the plan and correspondingly numbered on the profile and station numbers will be shown for each manhole. The profile of adjacent parallel stream beds and of adjacent lake surfaces, low buildings, and lots shall be shown on the profile.
3. Locations of all special features such as connection to existing sewers, concrete encasements, collar walls, ductile iron pipe sections, elevated sewers, piers, special manhole covers such as vented outfall covers or sealed covers, etc.
4. All known existing structures both above and below ground which might interfere with the proposed construction, particularly water mains, gas mains, storm drains, utility conduits, etc.
5. The vertical datum used shall be the elevation above mean sea level with benchmarks shown on the plans.

402.4 Erosion and Sedimentation Control Plan:

- A. The Georgia Soil and Water Conservation Commission has taken provisions of ACT 599 and published a **MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA**, 1992 Edition (or any more current edition as they are published). Sewer construction plans and specifications shall include appropriate segments of this manual. Developers, Engineers and Contractors performing work in the City of Villa Rica are responsible for acquiring a copy of this manual and using the best practical methods contained therein to control the erosion and sedimentation of the construction site in conformance with the intent of ACT 599.

Copies may be purchased from the Georgia Soil And Water Conservation Commission, P.O. Box 8024, Athens, Georgia 30603. For additional information, call the Commission at 706-542-3065.

- B. Plan: An erosion and sediment control plan, meeting the requirements of applicable state regulations, shall be provided as part of the overall construction drawings.

402.5 Detail Drawings:

- A. Sewer Details: Special detail drawings made to a scale to clearly show the nature of the design shall be furnished to show the following particulars:
 - 1. All stream crossings and storm drain outlets with elevations of the stream bed and of normal and extreme high and low water levels.
 - 2. Details of special sewer joints and cross sections.
 - 3. Details of special sewer appurtenances such as manholes, service connections, elevated sewers, piers, pipe bedding, special highway crossings, railroad crossings, etc.
- B. Erosion Control Details: Erosion Control Details and Symbols may be taken directly from the **Manual For Erosion and Sediment Control In Georgia**, current edition, referenced above.

402.6 As-Built Drawings: At the completion of construction (and preferably prior to the final field inspection), “As-Built” drawings of the project shall be submitted to the city to serve as a permanent record of the project and shall be furnished in the form of one set of mylar sepias (or other suitable form of reproducible drawings) and two sets of blue line copies. Acceptance by the city will be made only after satisfactory as-built drawings have been submitted. As-built drawings will be in the same format as the original construction plans and normally will be an updated version of the construction plans. As-built drawings shall be prepared by the project design professional. Each sheet of these drawings shall bear words “As-Built” or “Record Drawings”.

Guidelines for preparation of As-Built:

- 1. As-Built drawings will be same format as the original construction

- plans.
2. Contour lines are required.
 3. Road names and lot numbers should be on plan.
 4. "As-Built" or "Record Drawing" is to be stamped in large clear print on plans.
 5. Sheet should be no larger than 24" X 36".
 6. Lateral locations must show distance from the downstream manhole. Ends of lateral lines must show distance from downstream manhole and offset distance from the main line. Approximate depth of end of lateral must be indicated.
 7. Show elevations of manhole inverts and tops.
 8. Show field-measured distance between manholes.
 9. For any lines which are outside paved streets, show the field-measured azimuth or bearing of the line from manhole to manhole.
 10. Show actual slope of pipe.
 11. When a phase of a subdivision is completed, a location sketch of entire subdivision with said phase outlined shall appear on plans.
 12. Maximum error of as-built measurements shall be:
 - a. Manhole inverts: measure to 0.10' with maximum vertical error of 0.15' per 1,000 feet of horizontal traverse.
 - b. Manhole tops: measure to 0.10' with maximum vertical error of 0.50' per 1,000 feet of horizontal traverse.
 - c. Horizontal Locations: Measure to nearest 1.0' with allowable error of 1.0' per 1,000' of traverse.

402.7 Easement Acquisition and Utility Encroachment Permits:

- A. It shall be the responsibility of the developer to obtain any off-site easements required to connect the project to existing public sewers. Easements will be conveyed to the City of Villa Rica for all facilities which are to be conveyed to the city. This process must be started early enough to allow construction of the sewer before any building construction is to begin. No building permits or sewer tap applications can be issued until off-site sewers have been constructed and accepted. This condition shall override any provision for speed up of house starts such as furnishing a bond to guarantee completion of the streets and other appurtenances.
- B. All easements shall allow adequate room to construct the sewer and appurtenances. Permanent easements shall be a minimum of 20 feet wide, 10 feet on each side of the line; except that when the depth of the sewer exceeds 10 feet the required sewer easement width shall increase such that the easement width is at least twice the depth from the ground surface to bottom of the pipe. Designs

involving utilities sharing a common easement will be coordinated with the utilities to insure adequate separation of utilities and overall easement width is achieved.

- C. Easement drawings for work outside the development shall be furnished and recorded prior to approval of the sewer plans. The drawings shall be of a size suitable for legal recording and shall be prepared by a Registered Land Surveyor. The drawing will show property lines, the name of property owners with the length of line encroaching on each property owner, size of line, line designation, manhole numbers and stations, width of permanent and construction easement, scale of drawing, north arrow, land lot and district numbers, and a tie to the nearest land lot corner. Any streets or other existing easements shall also be shown.

The title block shall be shown as follows:

City of Villa Rica
NAME OF OUTFALL OR SUBDIVISION
EASEMENT FOR PROPOSED
SANITARY SEWER
CROSSING PROPERTY OF
John Doe

LL: District: Section: Date: Revised Date:

- D. The engineer shall furnish appropriate drawings for any submittal to agencies such as any state or federal highways, railroads, power lines, water lines, gas lines, petroleum lines, or any other utility lines on which the sewer construction will encroach. The drawing shall normally be 8-1/2" X 11" or 8-1/2" X 14" and shall show a plan view and profile view. The drawing will show the same information required for easement drawings. Also, the drawing will show the right-of-way of the existing street or utility, the owner's designation of the line, the name or number of the nearest intersection or mile-post or tower number and the distance to that appurtenance. The clearance distance between the street surface, or the bottom of the rail, or the utility and the sewer will be shown. The drawing will show the type of material to be used for the sewer and the method of construction to be used. The drawing will also contain any other special information required by the controlling authority of the facility on which the sewer is encroaching. A minimum of five copies of the utility encroachment drawing will be furnished with the plans when they are submitted for approval. The engineer is also responsible for furnishing a completed encroachment permit application ready for signature by Department Superintendent. Construction permits

will not be issued until the utility encroachment permit has been obtained and until any special conditions such as insurance requirements have been complied with.

403. **Design Criteria And Materials For Sewers**

403.1 **General:** The criteria listed herein is not intended to cover all aspects of design, but rather to mention the basic guidelines and those particulars that are required by the City of Villa Rica Water & Sewer Department. For more detailed criteria, the reader should refer to standard references such as “Ten States Standards”, Georgia EPD rules, Water Pollution Environment Federation Manual of Practice NO. FD-5, and other available literature.

403.2 **Types of Sewers:** All sewers for the conveyance of wastewater shall be designed as separate sanitary sewers in which groundwater, stormwater or other runoff from roofs, streets, parking lots, foundation drains and any source other than wastewater are excluded. Overflows from sewers shall not be permitted.

403.3 **Design Period:** Gravity sewer pipelines should, as a minimum, be designed with capacity sufficient to handle the estimated tributary population. Tributary population is considered to be all areas upstream of the discharge point of the system being designed as well as any anticipated pumped flow from other basins. Sewers will be designed and installed to the uppermost property line of the development being served. Consideration should be given to the maximum anticipated capacity of institutions, industrial parks, etc.

403.4 **Capacity and Size Determinations:** In determining the required capacities of sanitary sewers, the following factors should be considered:

1. Maximum hourly sewage flow.
2. Additional maximum sewage or waste flow from industrial plants.
3. Ground water infiltration.
4. Topography of the area.
5. Depth of excavation.

New sewer systems shall be designed on the basis of an average daily flow of sewage of not less than 400 gallons per household per day. Normally, all sewers shall be designed for a peak flow of **not less than** 2-1/2 times the average flow; this peak factor will be higher for smaller basins (see design guides). Sewers should be designed to carry the peak flow when flowing at a depth of 2/3 pipe diameter. The city land use plan should be consulted and special consideration given to commercial and industrial

areas. Where developers are installing major trunk lines or interceptor sewers, the city's long-range plan should be consulted as a guide and the sewer should as a minimum be of the size called for in the long-range plan. If proposed land use conditions have changed subsequent to the plan, these changes should be factored into the determination.

403.5 **Special City Requirements:**

- A. Distance Between Manholes: Maximum distance between manholes shall be 400 feet.
- B. Depth: Any sewers installed in the street shall, topography permitting, be sufficiently deep to provide 5 feet of cover over service laterals at the street right-of-way, and over any part of the main or service within the street right-of-way. The maximum depth for PVC pipe shall be 15 feet, depths in excess of this shall be ductile iron. Sewers installed in streets shall have maximum depth of 12 feet. Any sewers on off street easements shall have a minimum of four feet of cover unless ductile iron pipe is used. Filling over the pipe to obtain minimum cover is not allowed.
- C. Drop Across Manholes: All manholes shall be provided with, a minimum vertical drop across the manhole (between in and out pipes) of 0.10 feet.
- D. Detection tape shall be installed over all sewer pipe. Bury tape 18 to 24 inches below grade. Use detection wire on all service laterals.

403.6 **Slope:** All sewers shall be so designed and constructed to give mean velocities, when flowing full, of not less than 2.0 feet per second based on Manning's formula using an "n" value of 0.013. The following are the minimum slopes which should be provided; however, slopes greater than these are desirable:

Minimum Slope in Feet	
<u>Sewer Size</u>	<u>Per 100 Feet</u>
8"	0.40
10"	0.29
12"	0.22
14"	0.17
15"	0.15
16"	0.14
18"	0.12
21"	0.10
24"	0.08

These minimum slopes will be used only when sufficient flows are

expected to maintain a velocity of 2.0 feet per second and maintain a cleaning action in the line. Sewers shall be laid with uniform slope between manholes. Sewers on 20 percent slope or greater shall be ductile iron pipe and shall be anchored securely with concrete anchors (See Standard Details) to prevent displacement by erosion or shock. Maximum slope of sewers shall be 30 percent and sewers shall be designed at less than 20 percent whenever possible.

403.7 Increasing Size: When a small sewer is connected to a large one, the connection shall not be lower than matching the top of both sewers to the same elevation.

403.8 Gravity Sewer Pipe Materials: The city reserves the right to disallow any Manufacturer that does not have a consistent, long-term record of quality control and successful product performance. Gravity sanitary sewer pipe up through 15-inch diameter will normally be Polyvinyl Chloride (PVC), solid wall type SDR 35 thickness meeting ASTM D3034. Ductile Iron Pipe (DIP) will be used where certain conditions exist (see discussion of D.I.P.). For 18-inch diameter pipe and above, the Contractor may have the option of using either Polyvinyl Chloride (P.V.C.), Reinforced Concrete Pipe (R.C.P.), or Ductile Iron Pipe. The city may approve other types of pipe on a case by case basis and may limit the options of type of pipe depending on site conditions. This should be addressed at the preliminary review stage.

Bedding for sewer pipe shall be as follows (also see city standard details): For PVC the minimum bedding shall be #57 or #89 crushed stone a minimum of 6 inches below bottom of pipe extending up to 6 inches above top of pipe for the full width of the trench.

For Concrete and Ductile Iron pipe the minimum bedding shall be #57 or #89 crushed stone a minimum of 6 inches below bottom of pipe extending up to the top of pipe. In wet areas, the minimum bedding requirements will be increased as required to ensure a stable support under the pipe and on the sides of the pipe.

A. Ductile Iron Pipe (DIP):

1. **Scope:** Ductile iron sewer pipe shall be required at all utility crossings with less than 2 feet of clearance, in locations where cover is less than 4 feet, at stream crossings, where slopes exceed 20 percent, and where cover exceeds 15 feet. Ductile Iron Pipe shall be designed in accordance with ANSI Specification A21.50 - 81. The thickness and class of the pipe shall be governed by ANSI Specification A21.50-81, but shall be no less than class 50 thickness. Pipe shall be manufactured

in accordance with ANSI Specification A21.51 - 81 latest revision. Pipe shall be coal tar epoxy lined and seal coated with approved bituminous seal coat in accordance with AWWA C151, latest revision. Coal tar epoxy lining shall adhere to the following specifications.

2. Joints: DIP joints shall be of the bell and spigot type with push-on joints, conforming to ANSI Specification A21.11 or mechanical joints.

B. Polyvinyl Chloride (PVC) Sewer Pipe:

1. Scope: The Contractor shall provide unplasticized polyvinyl chloride (PVC) plastic gravity sewer pipe meeting the requirements of ASTM D3034 (Latest Revision) in the sizes shown unless otherwise indicated on the contract documents.
2. Materials: Pipe and fittings shall meet the requirements as specified under ASTM D3034 (Latest Revision) for pipe through 15" and ASTM F679 for pipe 18" through 27". All pipe and fittings shall be suitable for use as a gravity sewer conduit. Bell joints shall consist of an integral wall section with elastomeric gasket joint which provides a watertight seal. The pipe shall be capable of passing all tests which are detailed in this specification. Minimum wall thickness shall be SDR 35.
3. Fittings: All fittings and accessories shall be manufactured and furnished by the pipe supplier. They shall have bell and/or spigot configurations compatible with that of the pipe and shall have an equivalent wall thickness.
4. Pipe and Fittings Tests: Before shipping any pipe, the Manufacturer shall submit shop drawings to the City and shall furnish written certification that all pipe through 15" meets ASTM Specification D3034 and that pipe 18" through 24" meets ASTM F679. The City reserves the right to require additional laboratory testing at the Developer's expense to verify minimum quality standards are being met.
6. Pipe Stiffness: Minimum "pipe stiffness" (F/Y) at 5 percent deflection shall be 46 psi for all sizes, when tested in accordance with ASTM Standard Method of Test D2412 (Latest Edition), to determine the "External Loading Properties

of Plastic Pipe by Parallel-Plate Loading”. There shall be no evidence of splitting, cracking, or breaking at a deflection of up to 30 percent of the original diameter.

6. Fusion Quality: There shall be no evidence of flaking, swelling, or disintegration when the pipe material is tested in accordance with ASTM D2152, “Quality of Extruded Poly (Vinyl Chloride) pipe by Acetone Immersion”.
7. Joint Tightness: Pipe and fitting joints shall comply with ASTM D3212 (Latest Edition) for “Joints for drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals”. Joint assemblies shall not leak when subjected to both an internal and external hydrostatic test at equivalent pressures of 10.8 psi gauge for a period of one hour. Pipes shall be tested in straight alignment, axially deflected position, and by shear load test as otherwise defined in Paragraphs 7.2, 7.3, and 7.4 of ASTM D3212.
8. Installation: PVC pipe will be installed in accordance with ASTM D2321 (Latest Revision). Initial backfill shall be compacted to the densities outlined in D2321. The City may require random compaction tests at the Developer’s expense to insure compliance with D2321.
9. Deflection Limit: Vertical deflection of installed pipe shall not exceed 5 percent of the un-deflected diameter as defined in ASTM D3034. Upon completion of the pipe laying the pipe will be tested for conditional acceptance. The test shall be performed by the Contractor pulling a mandrel of specified dimensions through the pipeline.

C. Reinforced Concrete Pipe (R.C.P.):

1. General: The use of reinforced concrete pipe for sewers will be subject to approval on a case-by-case basis depending upon size of the sewer and site conditions. When approved for use, concrete gravity sewer pipe shall meet all materials and testing requirements of ASTM C-76, ASTM C-443, and ASTM C-497 (except where modified herein).
2. Quality Assurance: The Contractor must submit to the Owner and Engineer the concrete pipe manufacturer’s evidence of a working Quality Control Program for approval, prior to any pipe being manufactured. The program and standards of

manufacturing must be established and well defined. The program must include the minimum following requirements:

- a. A full time Quality Control Technician.
 - b. A complete and working Quality Control Laboratory capable of testing and recording the requirements set forth in these Specifications for concrete pipe.
 - c. A zero-defect program for daily material testing and finished product testing to assure quality control as the pipe is being manufactured and shipped for this particular project.
3. Guarantee: The Contractor shall provide a guarantee against defective materials and workmanship in accordance with the requirements of the section entitled "Guarantees and Warranties" of these specifications.
4. Material:
 - a. All concrete pipe and fittings 12 inches in diameter and larger shall be reinforced concrete sewer pipe conforming to the latest requirements of ASTM C-76 with the following modifications: All concrete pipe with 0-20 feet of fill shall be a minimum of Class III with 4500 psi concrete. All pipe with 20-30 feet of fill shall be Class IV with 4500 psi concrete. All pipe with 30 feet of fill and over shall be Class V with 5500 psi concrete.
 - b. Pipe shall have circumferential reinforcement as required for the particular class of pipe furnished. The bell and spigot of the joint shall contain circumferential and longitudinal reinforcement. Reinforced concrete pipe shall be centrifugally cast or vibrated, horizontally or vertically cast or made on a Packer head machine and shall be furnished in lengths not more than 20 feet and not less than 8 feet, except where short lengths are required for construction conditions. Reinforced concrete pipe shall have bell and spigot joints suitable for the use of a rubber gasket to be provided as a part of this item.
 - c. Concrete pipe for sanitary sewers shall have bell and spigot joints consisting of self-centering steel joint rings securely attached to the pipe reinforcing steel. The steel joint rings shall be suitable for use with a rubber O-ring type gasket to be provided as part of this item.

- d. Bell and spigot joints consisting of self-centering steel joint rings shall have the joint rings securely attached to the pipe reinforcing steel. The rings which form the joint shall be made so that they will join with a close, sliding fit. The joint surfaces shall be such that the rubber gasket shall be confined on all sides and shall not support the weight of the pipe. The spigot ring shall have an external groove accurately sized to receive the gasket. Special section steel for spigot rings shall conform to ASTM A-283, Grade A, or ASTM A-306, Grade 50. The bell ring shall be flared to permit gradual deformation of the gasket when the joint is assembled. Minimum thickness of bell rings shall be 3/16 inch. Bell rings ¼ inch or thicker shall conform to ASTM A-283, Grade A, or ASTM A-306, Grade 50. Bells less than ¼ inch thick shall conform to ASTM A-570, Grade A. Each ring shall be precisely sized by expansion beyond the elastic limit of the steel and then gauged on an accurate template. All exposed surfaces of both rings shall be protected by a corrosion-resistant coating of zinc applied by an approved metalizing process after proper cleaning.

5. Lining:

The coal tar epoxy system shall be Koppers 300 M, Porter Tarsol, Wise Chem CTE 200, Amercoat 78, Protecto 101 or equal.

The interior concrete or mortar surfaces of pipe and fittings are to be sandblasted and painted with one coat of a high-build, coal tar epoxy system or two coats of a standard coal tar epoxy system. The dry film thickness of the total system shall be 16 mils minimum on concrete or mortar surfaces and on steel joint ring surfaces.

Sandblasting shall result in a clean dry surface free of oil, grease, or other contaminants. Any air pockets over ¼ inch in diameter and 1/8-inch-deep appearing on the concrete surface after sandblasting will be filled with an epoxy sand patching material such as those sold by Sherwin-Williams, Glidden, or Moran. The epoxy sand patch should be troweled prior to the application of the coal tar epoxy.

Any steel surfaces to be painted should be sandblasted, solvent cleaned, or wire brushed prior to painting.

Application of the coal tar epoxy shall be by brush, roller, or spray system using equipment recommended by the manufacturer of the coal tar epoxy system. The temperature during application and curing of coal tar epoxy shall be as recommended by the manufacturer of the coal tar epoxy. Time between coats (if applicable) shall be as recommended by the manufacturer of the coal tar epoxy.

If the inside joint recess will be mortared and painted with coal tar epoxy in the field, the pipe supplier shall not paint the inside vertical surfaces at the ends of the pipe. When the inside joints will not be mortared in the field, the pipe supplier shall paint the inside vertical concrete or mortar surfaces at each end of the pipe.

The paint shall be extended continuously over the front lip of the steel spigot ring and a minimum of 2 inches onto the sealing surface of unrestrained bell rings so that all interior joint surfaces which can be exposed to the fluid inside the pipe are coated.

403.9 Precast Concrete Manholes:

- A. Manholes: Sewer manholes shall consist of precast reinforced concrete sections with eccentric top section, or flat slab for shallow manholes, and a base section conforming to the typical manhole details as shown on the Standard Detail Drawings. Flat top manholes will be approved only if a need for such can be demonstrated by the design engineer.
- B. Manhole Sections: Precast manhole sections shall be manufactured, tested, and marked in accordance with the latest provisions of ASTM Standard Specifications, Serial Designation C 478.
- C. Manhole Section Joints: Joints of the manhole sections shall be of the tongue-and-groove type with the inside tongue in the up position, sections shall be joined using a double strand seal of butyl mastic sealant (Kent Seal, Ram-Nech or equal). The inside and outside of all joints, lift holes and any bricks or precast adjusting rings shall be covered with non-shrink grout.
- D. Lift Holes: Each section of the precast manhole shall have not more than two holes for the purpose of handling and laying. These holes shall be sealed before backfilling using either rubber plugs specially designed for this purpose or with quick-setting cement mortar.
- E. Manhole Steps: Manhole steps conforming to the applicable provisions of ASTM Specification C 478, latest edition, shall be of

#4 steel reinforcing bars covered with Polypropylene Plastic or rubber and shall be supplied with depth rings and other necessary appurtenances. See the Standard Details for a typical manhole step detail.

- F. Pipe Holes: Holes in precast bases to receive sewer pipe shall be precast at the factory at the required locations and heights. Knocking out of holes in the field will not be permitted on new construction; however, holes can be cored in the field with a coring machine. All manholes shall have Kor-N-Seal by Press Seal Gasket Corporation (or equal) rubber boots for all pipe entries/exits.
- G. Inverts: Manhole inverts shall be constructed of either concrete or brick in accordance with details on Standard Detail Drawings and the invert (flow channel) shall have the same cross-section as the sewers which it connects. The manhole bench and invert shall be carefully formed to the required size and grade by gradual and even changes in direction. Changes in direction of flow through the invert shall be made to a true curve with as large a radius as the size of the manhole will permit. Inverts shall have a "smooth trowel" finish. The manhole bench shall be sloped 30° from the manhole wall toward the invert.
- H. Manhole Foundation: The manhole base shall be set upon a 12-inch minimum thickness compacted mat of Size #57 crushed stone graded level. In wet areas the crushed stone mat shall be thickened as needed to provide a non-yielding foundation.
- I. Brick: Brickwork required to complete the precast concrete manhole shall be constructed using 1-part Portland cement to 2 parts clean sand, meeting ASTM Specifications, Serial Designation C 144, thoroughly mixed to a workable plastic mixture. Brickwork shall be constructed in a neat and workmanlike manner. Nonshrink grout shall be used to grout interior and exterior exposed brick joints and faces. No more than 3 courses of brick with 9-inch maximum total depth of bricks may be used to adjust manhole covers.
- J. Frame and Cover: The cast iron frame for the manhole cover shall be set at the required elevation and thoroughly anchored to the masonry in a bed of mortar. Frames and covers shall be City of Villa Rica standard casting design by Vulcan Foundry, Standard Model V1327-1-CWD (see standard drawings). Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted, if necessary, to conform to the exact slope, crown and grade of the existing adjacent pavement. In areas where manhole tops may be submerged by street runoff or high flood waters, the manhole lid shall be water-tight by Vulcan Foundry, water-tight Model V2327-1-CWD.
- K. Masonry Work: Masonry work shall be allowed to set for a period

of not less than 24 hours before being placed under traffic or in operation. All loose or waste material shall be removed from the interior of the manhole.

- L. Location: Manholes shall be installed at the end of each line; all changes in grade, size, or alignment; at all intersections; and at distances normally not greater than 400 feet. Cleanouts may be used only for special conditions and shall not be substituted for manholes nor installed at the ends of laterals greater than 150 feet in length. Manholes in cross-country areas shall be elevated so that the top is 24 inches above ground.
- M. Drop Manholes: A drop pipe shall be provided for a sewer entering a manhole at an elevation of more than 3.0 foot above the manhole invert. The drop pipe shall be of PVC materials with ductile iron mechanical joint fittings. All outside 90° elbows shall have concrete support blocking poured below the elbow to rest on stable undisturbed earth. Outside Drop Manhole will be noted on the construction plans at any time the drop exceeds 3.0 foot. Where the difference in elevation between the incoming sewer and the manhole invert is less than 3.0 foot, the invert shall be sloped from invert to invert to prevent solids deposition. Areas around the pipe will be backfilled with #57 or #89 crushed stone.

- 403.10 **Casings:** Steel casing pipe shall be used where boring and jacking of more than 20 feet in length is required for installation.

Steel casing pipe shall be Standard Class thickness with a minimum yield strength of 35,000 psi and shall conform to the requirements of ASTM A139. It shall be fully coated on the exterior and interior with a coal tar coating. The casing pipe diameter shall be six to eight inches greater than the “bell” diameter of the carrier pipe.

Wherever steel casing is required, the carrier pipe shall be ductile iron pipe with push-on joints or PVC. Approved spacers made of stainless steel straps with nylon skids shall be used to center the carrier pipe; two spacers per section of pipe will be used.

- 403.11 **Wastewater Lift Stations:** The following *minimum* requirements apply to wastewater lift stations:

A. General:

- 1. Pumps, pump controls, and level sensing equipment must be manufactured by FLYGHT unless otherwise specified by the City. Minimum pump size for pump stations shall be 150 gpm with 10 hp motors. Lift stations shall utilize two submersible centrifugal pumps each having a capacity equal to the design flow. Provide a spare pump of identical capacity.

2. Lift stations having a capacity of 500 gpm or more shall be reviewed on an individual basis and may have requirements differing from those outlined herein.
3. Force mains shall be sized to provide a velocity of at least 2 feet per second.
4. The design shall allow for easy removal of any pump or equipment item without the need of shut-down of the entire lift station.
5. The design engineer should consult the City Water Department after preliminary design data has been developed for information on approved pump Manufacturers. The City reserves the right to review each application on an individual basis and to reject the use of non-approved manufacturers or designs.
6. The lift station shall be sized based upon an anticipated upstream flow that will be realized in a seven-year period of basin development. **A peaking factor of 4 will be utilized for design.**

B. Submittals:

1. Submittal of construction plans shall include the following lift station information:
 - ✓ Capacity calculations. Use 1 gpm capacity per house on residential developments of less than 200 units, except that the minimum pump capacity shall be 150 gpm.
 - ✓ System head calculations; tabulated and plotted on the pump curve. Include a plot of force main velocity.
 - ✓ Standard drawings, details and specifications sufficient to ascertain compliance with these regulations.
 - ✓ Cycle time. Calculations showing determination of wet well volume and cycle time at design conditions. Wet well volume should be sufficient to provide a cycle time of no less than 5 minutes from a pump “on” to the next pump “on” time.
 - ✓ Storage Volume. Calculations showing volume of storage available in the event of a power outage. The storage zone shall be delineated on plan and profile drawings of the sewer system. (See subsection “Standby Power” below.)
 - ✓ Construction drawings and specifications in sufficient detail to ascertain compliance with these regulations.
 - ✓ Buoyancy computations showing that structures are protected against flotation.

2. Shop Drawings. After construction plan approval but before purchasing any lift station equipment, shop drawings shall be submitted including the following information:
 - ✓ Manufacturer's catalog sheets, performance curves, installation drawings, specifications and list of options for the specific pump that is offered for approval.
 - ✓ Similar catalog data for controls, valves, hatches, yard hydrants, precast wet well and other manufactured items.
3. Certification. After installation and before placing the system into full operation, the work must be inspected by the Developer's Engineer who must then issue a certification to the City verifying that all work has been done in accordance with approved plans. After acceptance of the work by the City, a factory representative shall inspect and start up the system certifying rotation, capacity, amperage draw, lack of vibration and other standard check points. This certification shall state the beginning date of the warranty and include a copy of the warranty. The Factory Representative shall provide a minimum of 4 hours training.
4. O & M Manuals. On or before the date of start-up, five sets of factory O & M Manuals shall be delivered to the City. These shall include the name of the purchaser, the serial numbers of pumps, detailed wiring schematics, telephone number and address for purchase of parts.
5. After construction is complete as-built drawings shall be furnished including 1 set of mylar sepias plus 2 sets of prints.

C. Spare Parts

1. Lift stations shall be supplied with a spare complete pump/motor combination plus a complete set of manufacturer's recommended spare parts.

D. Standby Power

1. The minimum requirement for standby power for lift stations shall be that each station have a permanent in-place generator and shall have an automatic transfer switch.
2. Emergency standby power will be supplied by an on-site emergency generator and must be Caterpillar, Cummins-Onan, Kohler or Baldor. The generator shall be diesel powered with an automatic transfer switch and provisions for an automatic exercise cycle. The transfer switch must be a NEMA-4 enclosure obtained from Cummins-Onan, ASCO, Hubbell, or GE Zenith.

3. Generators must have 200-gallons minimum fuel storage capacity or 24-hour operating time, whichever is greater and must be supplied with all auxiliary systems necessary for operations (batteries, battery charger, block heater, etc.)
4. Generators must have a minimum of 5-year manufacturer warranty.

E. Site Requirements:

1. Flooding. Lift stations shall remain fully operational and accessible during the 25-year flood. All electrical controls shall be above the 100-year flood level. All motors and mechanical equipment shall be protected against physical damage from the 100-year flood.
2. Access Road. Access roads shall be paved with a 12-foot wide surface of either concrete (4" thick with wire mesh) or asphalt (6" Graded Aggregate Base plus 2" Type E asphalt). Maximum grade shall be 20%.
3. Ownership. Both the lift station site and the access road right-of-way shall have ownership dedicated to the City, and this shall be indicated on the subdivision plat. The dedicated space for the lift station shall include sufficient space for parking of two trucks, plus turn-around, plus slope maintenance. The dedicated width on road right-of-way shall be 30 feet minimum.
4. Fencing. Lift station sites shall be fenced with a minimum of 6-foot-high chain link fencing topped with 3 strands of barbed wire. Access gates shall be a minimum of 15 feet in width. The space inside the fencing shall be large enough to facilitate service vehicle access to the pumping station wet well and other facilities. A paved turn around area shall be provided whenever the access road length exceeds 200 feet or when the road grade exceeds 10 percent.
5. Water Supply. A metered water supply line (3/4" minimum size) shall be installed to the site, and a freeze-proof yard hydrant located near the wet well. The hydrant shall be equipped with a suitable backflow preventer.
6. Lighting. One pole-mounted, photo cell controlled, 150-watt mercury vapor security light shall be installed. It shall be equipped with a manual on/off switch (located in the main control panel) to override the photo cell control.
7. Screening. Where natural screening is not present to screen the site from view of residences, special plantings shall be installed to screen the site.
8. Ground Covers. All unpaved ground areas inside the fence and

extending 4 feet beyond the fence shall be treated with a herbicide and covered with a geotextile fabric, followed with a 4-inch thick layer of # 57 stone. The geotextile fabric shall be a non-woven polypropylene weighing 8 oz./S.Y. with a minimum burst strength of 250 psi, such as Amoco type 4553 or equal.

F. Design Features:

1. Wet Well Volume. The wet well volume shall be sized to limit pump cycles to no more than 4 cycles per hour under worst conditions.
2. Ventilation. For wet wells, the minimum requirement shall be a single 6-inch vent with stainless steel mesh screen designed for natural ventilation. Where conditions are conducive to formation of hazardous conditions (in the design engineer's opinion) then mechanical ventilation shall be provided. For dry wells, mechanical ventilation shall be required.
3. Structures. Submersible lift stations shall have a wet well structure and a separate valve pit. Both structures shall be precast concrete with a monolithic base. The valve pit shall be a minimum of 4' X 4' X 5' deep with manhole steps, and provided with a floor drain pipe, and a 3' X 3' lockable aluminum access hatch. Wet wells may be either round or rectangular and shall have a diameter or width of at least 4 feet. Wet wells shall be sized to meet cycle time requirements with a drawdown (i.e. the distance between high water level and low water level) of not more than 3.0 feet. The wet well shall have a lockable aluminum hatch large enough for easy removal of pumps. Riser sections in precast units shall be sealed watertight using two strands of mastic and a coating of mortar on the inside and outside of the structure. Structures shall be adequately reinforced for all loading conditions normally encountered during shipping, construction and service. All openings (for pipes, hatch, conduits) shall be either cast in place or neatly cut. Sewer pipe connections shall utilize rubber boot connectors, and be watertight. The wet well shall be equipped with an aluminum ladder.
4. Accessories. All materials inside the wet well and valve pit shall be corrosion resistant. Mechanical equipment requiring ferrous metals shall have a coal tar epoxy coating. Guide rails for pumps shall be stainless steel. Miscellaneous metals including fasteners shall be aluminum or stainless steel; anchor bolts shall be stainless steel.
5. Pressure gage. A pressure gage shall be installed on the force

main downstream of the gate valves, inside the valve pit and visible from ground level. A corporation stop shall be installed on the tap to allow removal of the gage.

6. Valves. The discharge pipe of each pump shall have a check valve followed by a gate valve before the two pipes join into a common force main.
7. Surge control valves. The pumping system shall be checked to determine if a surge control valve is required. If a valve is required, it shall be located within the valve pit on the common force main and a drain line installed to drain to the wet well.

G. Pump Features:

1. Pumps shall have the following features:
 - a. Non-clog impeller.
 - b. Be capable of passing a 3" sphere.
 - c. Be capable of dry operation without overheating.
 - d. Have dual mechanical seals with seal leak indicator light in the control panel.
 - e. Pump and motor casings shall be cast iron, and all fasteners shall be stainless steel.
 - f. Motor shall be selected to be non-overloading under all operating conditions.
 - g. Motor winding shall have a heat sensor with auto reset to prevent overheating; three-phase motors shall have two sensors.
 - h. Operating speed of the pump shall not exceed 1800 rpm without special approval.
 - i. Motor shall have upper and lower roller bearings.
 - j. The pump shall be automatically connected to the discharge connection elbow when lowered into place, and shall be easily removed for inspection or service. There shall be no need for personnel to enter pump well. Sealing of the pumping unit to the discharge connection elbow shall be accomplished by a simple linear downward motion of the pump. Each pump shall be equipped with a chain (of aluminum or other non-corrosive material) for easy removal.

H. Force Main:

1. The force main shall be sized for a minimum velocity of 2 feet per second with one pump operating.
2. Force mains shall be ductile iron pipe.
3. The force main profile shall slope continuously upward where

practical. If high points occur where air could be trapped in the pipe, then an air release valve (of the type made for sewage applications) will be installed (in a manhole) at the high points.

I. Electrical:

1. Lift station controls and electrical components shall be factory-wired in completely weather proof stainless steel metal cabinets (NEMA 4X stainless steel). The cabinet shall be provided with condensate heaters. Spare fuses of each type that is used in the electrical/control system shall be furnished.
2. A main circuit breaker shall be installed to disconnect power to the entire station.
3. Three phase power will be provided for all motors.
4. Protection against voltage surge and loss of a phase shall be provided.
5. The factory-wired panel shall be equipped with a ground bus and neutral bus. Terminal shall be suitable for either aluminum or copper wire. All internal panel wiring shall be copper.
6. Motors shall be suitable for either 230-volt or 460-volt operation. Design engineer shall consult with the current power company in the area to verify specifics pertaining to electrical power availability.
7. Wet well level shall be controlled by four sealed mercury tube float switches. All floats shall be provided with 25' of Type SJO flexible cord and shall be attached to a bracket mounted at the top of the wet well. Float functions shall be as follows:

Float no. 1 Low Level (Pumps Off)

Float no. 2 High Level (Lead Pump On)

Float no. 3 Extra High Level (Lag Pump On)

Float no. 4 Surge Level (Alarm Activated)

8. The pump control system shall include the following features:
 - a. Lead pump/lag pump alternator.
 - b. Alarm light and horn to indicate high water level.
 - c. Seal failure indicating light.
 - d. Pump failure indicating light.
 - e. Condensate heater.
 - f. Lead pump selector switch.
 - g. H-O-A switch and run light for each pump.
 - h. Control voltage shall be 120V.

- i. Wiring shall be neatly tied and number coded to facilitate maintenance. A schematic diagram shall be furnished with the panel.
- j. A 120 V. GFCI type electrical receptacle shall be located at the control panel.
- k. Pump stations will be equipped with a remote transmitting unit and telemetering circuitry connecting to the city's SCADA system. The design engineer should consult the city for specific requirements at the beginning of design.

J. Warranty:

- 1. Regardless of the manufacturer's warranty terms, the Developer will be responsible for all repairs necessary within one year from the date the station is completed and approved by the City. The Developer will be required to furnish such assurances to the City as deemed appropriate by the City to ensure prompt action.

404. **Construction Methods**

404.1 **Licensing and Safety:** All contractors who work on sewer systems that will be owned by the City of Villa Rica must be licensed in accordance with State of Georgia law and local ordinance. Compliance with applicable safety regulations is the responsibility of each company engaged in the work; the city assumes no responsibility for the actions of others on the job site. It is the responsibility of those installing sanitary sewers, lift stations and related appurtenances to conform to OSHA regulations, 29 CFR Part 1926, Subpart P, Paragraph 1926.650 through 1926.653. Publications from OSHA can be obtained by contacting OSHA Publications Distribution, Washington, D.C.

404.2 **Construction Permits:** No construction shall be allowed until a construction permit has been issued by the City of Villa Rica. The contractor shall submit one copy of the approved construction plans which have been stamped approved. The contractor shall furnish his name and address, telephone number. He shall also furnish the name of the person in charge of the project and any subcontractors and the name and telephone number of a responsible person who can be contacted in case of emergencies during nonworking hours. The contractor shall furnish his construction schedule and shall notify the City 24 hours prior to doing any work. Once the contractor begins work, he shall proceed in a workmanlike manner and shall complete the work in a reasonable time without undue off days and periods of inactivity which make it hard for the City to keep up with his activity.

404.3 Changes from Approved Plans: Any major changes from the approved plans will require that the engineer submit revised drawings along with a request explaining the reason for the change prior to construction of the change. Any deviation from City of Villa Rica standards will be considered a major change as will any change that will affect capacity, longevity, operation or maintenance of the facility. Any deviation from approved materials will not be accepted without prior approval.

404.4 Trench Excavation: Sewer lines shall normally be installed by open-cut trench excavation. Trenches shall be cut true to the lines and grades shown on the plans.

Pipe trenches shall not be excavated more than 100 feet in advance of pipe laying, and all work shall be performed to cause the least possible inconvenience to the public. Adequate temporary bridges or crossings shall be constructed and maintained where required to permit uninterrupted vehicular and pedestrian traffic.

All excavations shall be adequately guarded with barricades and lights in compliance with all OSHA and Georgia Department of Transportation requirements so as to protect the public and workers from hazard.

Excavations adjacent to existing or proposed buildings and structures, or in paved streets or alleys shall be adequately protected by the use of trench boxes, sheeting, shoring and bracing to prevent cave-ins of the excavation, or the undermining or subsequent settlement of adjacent structures or pavements. Underpinning of adjacent structures shall be done when necessary to maintain structures in safe condition.

Streets, sidewalks, landscapes, and other public and private property disturbed in the course of the work shall be restored to as near as original condition as possible or better in a manner satisfactory to the City.

Trenches shall be kept free of water by pumping or well-pointing, as determined by the contractor. No structure shall be built or pipe shall be laid in water. Water shall not be allowed to flow over or rise upon any concrete, masonry or pipe until the same has been inspected and the concrete or joint material has thoroughly set. All water pumped, bailed, or otherwise removed from the trench or other excavation shall be conveyed in a proper manner to a suitable place of discharge. Such discharge shall not cause injury to public health, property, work completed, work in progress, or to any street surface, or cause any interference with the use of same by the public.

Construction occurring around active sewer systems shall be done in such

a way so as to prevent the spillage of wastewater.

- 404.5 **Rock Excavation:** Drilling and blasting operations shall be conducted with due regard for the safety of persons and property in the vicinity and in strict conformity with requirements of all ordinances, laws and regulations governing blasting and the use of explosives. Rock excavation near existing pipelines or other structures shall be conducted with the utmost care to avoid damage. Injury or damage to other structures and properties are the sole responsibility of the installation contractor and shall be promptly repaired by the Contractor to the satisfaction of the City and property owner.

Rock in trenches shall be excavated over the horizontal limits of excavation and to depths as follows:

<u>Size of Pipeline Inches</u>	<u>Depth of Excavation Below Bottom of Sewer Pipe, Inches</u>
4 to 8	6
8 to 18	8
18 to 30	10

The undercut space shall then be brought up to grade by backfilling with Size #57 crushed stone material or approved equal.

- 404.6 **Installation of Sewer Pipe:** Construction stake-out will be required prior to construction of sewer lines. As a minimum, the horizontal alignment will be staked at 100-foot intervals and each manhole will be located with a centerline stake and two offset hubs. "Cuts" to invert elevations will be shown for each manhole entry and exit pipe. A copy of the stake-out notes will be provided to the city.

Pipe and accessories shall at all times be handled with care to avoid damage. Whether moved by hand, skidways or hoists, material shall not be dropped or bumped. The interior of all pipe shall be kept free from dirt and foreign matter at all times. Each joint of pipe shall be unloaded opposite or near the place where it is to be laid in the trench.

All such material that is defective in manufacture or has been damaged in transit or after delivery shall be removed from the job site.

Sewer pipes shall be joined by "push-on" joints using elastomeric gaskets to affect the pressure seal. The ends of pipe to be joined and the gaskets shall be cleaned immediately before assembly, and the assembly shall be made as recommended by the pipe manufacturer. Lubricant used must be

non-toxic and supplied or approved for use by the pipe manufacturer. Sewer pipes shall be laid in the uphill direction with the bells pointing upgrade. Any variation from this procedure shall require approval from the City.

When pipe laying is not in progress, the open ends of installed pipe shall be plugged with a watertight plug to prevent entrance of trench water into the line.

Bedding for pipe shall normally be as listed below (also see city standard details):

For PVC the minimum bedding shall be #57 or #89 crushed stone a minimum of 6" below bottom of pipe. For concrete and ductile iron pipe the minimum bedding shall be #57 or #89 crushed stone a minimum of 6" below bottom of pipe and initial backfill to the top of pipe for the full width of the trench.

In wet areas, the minimum bedding requirements will be increased as required to ensure a stable support under the pipe and on the sides of the pipe.

Backfill material up to 12 inches above the top of the pipe shall be compacted dry, loose, soil unless PVC is used in which case the first 6 inches above the top of pipe is required to be crushed stone. If such material is not available from the site then #57 stone shall be used to backfill up to 12 inches above the top of the pipe. Backfilling the remainder of the trench may utilize soil and blasted rock (not over 12 inches in any dimension) compacted sufficiently to avoid excessive settlement. Under no circumstances will tree parts, vegetation, building materials or any other type of debris be used for backfill.

All backfill beneath roads, sidewalks or other critical areas shall be compacted to ninety-five percent (95%) Standard Proctor or as otherwise required by the D.O.T. or other such agency having jurisdiction using mechanical tamping equipment. Moisture control of the material may be required to achieve this compaction and hauling in of select material may be required. Compaction testing and certification by an independent soil testing company will be required in these areas at the Developer's expense.

- 404.7 Railroad Crossings:** All railroad crossing shall conform to the requirements of the American Railway Engineering Association Manual for Railway Engineering, Part 5. The Contractor shall secure permission from the railroads to schedule the work so as not to interfere with the operation of the railroads. The Contractor shall be held responsible for any delays or damages occurring to the railroads. The Contractor will

furnish the railroad with such additional insurance as may be required, cost of same to be borne by the Contractor, together with the costs for flagmen, watchmen, temporary work of any nature, safety devices and any other items that may be imposed by the railroad.

404.8 **Highway Crossings:** All construction work in the State Highway right-of-way shall be approved by the Georgia Department of Transportation. Developer shall be responsible for obtaining encroachment permits.

404.9 **Stream Crossings:** The preferred method of crossing a river, stream, creek, impoundments, or wet weather ditch is with a minimum of six inches (6") of cover between the lowest point in the stream and the top of outside diameter of the pipe. Ductile iron pipe is required for all stream crossings and shall extend a minimum of ten feet (10') beyond the top of bank on each side. Concrete collars or encasement must be provided at all joints for ductile iron pipe with less than three feet (3') of cover.

The stream bed and sides at the crossing site shall be protected from erosion with the use of Rip-Rap, as defined and sized in the **Manual for Erosion and Sediment Control In Georgia**, Appendix C - Construction Materials, 1992 or most current edition.

Aerial Crossings will require detailed plans and will be allowed only when, in the city's opinion there is no reasonable alternative.

Erosion control measures shall be installed prior to installing pipe across any stream. All work should be performed when stream flows are at their lowest, and all work should be performed as quickly and safely as possible. As soon as conditions permit, the stream bed shall be cleared of all falsework, debris, and other obstructions placed therein or caused by the construction operations.

Erosion control measures can include, but are not limited to, the following items:

- a. Silt fencing, types A, B, and/or C
- b. Erosion control check dams
- c. Channel diversion through temporary storm drain pipe.
- d. Rock filter dams

The construction and installation of these various structures are detailed in the **Manual for Erosion and Sedimentation Control in Georgia** or the Georgia Department of Transportation Standards and Construction Details, both of which are available for purchase by the Contractor.

- 404.10 Casing for Sewers:** Where pipe is required to be installed under railroads, highways, streets or other facilities by jacking or boring methods, construction shall be done in a manner that will not interfere with the operation of the facility, and shall not weaken the roadbed or structure.

The diameter of the bore shall conform to the outside diameter and circumference of the casing pipe as closely as practicable. Any voids which develop during the installation operation shall be pressure grouted. Each segment of the casing pipe shall be welded (full circumference butt weld) to the adjoining segment. The completed casing shall have no sags or crowns which cause the grade for any segment to be less than the minimum slope for the size pipe being installed.

The carrier pipe shall be fitted with approved spacers to secure its position within the casing. At each end of the casing pipe the void between the carrier pipe and casing shall be sealed with brick and mortar.

- 404.11 Replacement of Pavement:** Contractor shall fully restore and replace all pavement, curbs, gutters, sidewalks and other surface structures removed or disturbed, to a condition that is equal to or better than the original condition in a manner satisfactory to the City (see standard details).

- 404.12 Location/Protection of Existing Underground Utilities:** It is the responsibility of the Contractor to locate all underground utilities and to protect same. Utility lines or services damaged by the Contractor shall be repaired by the Contractor at the Contractor's own expense. The Contractor has sole responsibility of complying with all provisions of the Utilities Protection Code.

- 404.13 Protection of Water Supply and Other Utilities:**

The City of Villa Rica has an established Cross-Connection Program to prevent the entry of contaminants or pollutants into any area of the potable water supply through the control of cross connections. It is illegal to introduce any substance into or to have any cross connections with the potable water supply. There shall be no physical connection between a public or private potable water supply system and a sanitary sewer which would permit the passage of any sewage or polluted water into the potable water supply.

Whenever possible, sewers should be laid at least 10 feet horizontally from any existing or proposed water main. Should conditions prevent a separation of 10 feet, the lines shall be laid in separate trenches.

- 404.14 Sewer Services:** A sewer service shall be provided for every existing or proposed lot or building. All sewer services shall be a minimum of 4" in

diameter unless otherwise specified. All service lines shall be designed to maintain a minimum of 2 ft/sec. sewer velocity. All services shall be shown on the construction and as-built drawings. A common service shall not be allowed for two or more buildings. The service shall extend to 5' inside the property line of the lot being served and normally be within 10 feet of the lower corner of the lot. All service laterals shall be a minimum of 5' deep at the property line. Where 5' of cover cannot be achieved, sewer services shall be constructed of ductile iron. A 90° bend, constructed from two 45° fittings shall be installed at the end of all sewer services with a vertical section of pipe to extend a minimum of 4' above existing ground level (See Standard Details). Connections to the main exceeding 8 feet in depth may have the saddle or tee rotated to a bend inserted in the service to provide 5' lateral depth at the property line.

The developer shall be responsible for serving all lots developed. On any lot where the service cannot be found, the developer shall be responsible for payment of the cost of installation of the service. Also, unless noted on the final plat, the service shall be low enough to serve the first-floor elevation at the building line. Install 14-gauge detector wire on all laterals.

The builder shall be responsible for the location of the service prior to the pouring of the foundation, driveway or other appurtenance. The City will not be responsible for any house built too low to be served nor for any service covered by construction.

No plumber or contractor will be allowed to connect to the sewerage system except to the end of the service provided for his connection. Also, any service provided will be utilized without the installation of additional services.

- 404.15 **Clean-Up:** Prior to requesting the “completion of sewer construction” inspection, the Contractor shall remove and dispose of in an acceptable manner all shipping timbers, shipping bands, spacers, excess materials, broken material, crates, boxes and any other material brought to the job site.

Any work areas within public right-of-way or property outside of the development that were damaged by the sewer construction shall be repaired or replaced with the same kind of material as existed prior to the damage occurring. All easement areas shall be cleared of trees, stumps and other debris and left in a condition such that the easement can be maintained by bush-hog equipment.

All shoulders, ditches, culverts, and other areas impacted by the sewer construction shall be at the proper grades and smooth in appearance.

All manhole covers shall be brought to grade.

A uniform stand of grass or mulch for erosion protection, as defined in the **Manual For Erosion and Sediment Control In Georgia**, is required over all construction easements and sanitary sewer easements prior to the City’s acceptance of the sewer. Use a grass mixture consisting of at least 50% fescue.

405. **Inspection of Sewers**

- 405.1 **City Inspection:** The developer’s contractor will be responsible for the quality, accuracy and workmanship of his completed work.

City personnel will visit the job site on a periodic basis and will make spot checks as they deem appropriate. The City of Villa Rica shall have the right to review and inspect all construction and may reject any work that does not meet quality control standards.

- 405.2 **Access to Project:** Authorized representatives of the City of Villa Rica, which may include city employees, the city engineer, state or federal agencies, shall have access to the site for inspection at any time.

- 405.3 **Communications During Construction:** A preconstruction conference will be required for all projects. The Developer has sole responsibility for scheduling. The Developer, design professional, contractor, and subcontractor(s) are required to meet with the City and all private utilities in this conference. The contractor will notify the city in writing 2 days before starting construction. The contractor will provide notification by phone any time the work is to be vacated and will provide notice by phone prior to resuming work. The contractor shall request the final inspection.

The city inspector may have informal verbal communications with the contractor foreman or superintendent at any time during construction. The city inspector will not direct the actions of contractor's workmen.

405.4 Concealed Work: The city inspector may direct that the contractor notify the city and receive inspection approval prior to concealing certain work such as manhole foundations, pipe bedding, tees, bends, service laterals, or other appurtenances. At the City's discretion, the City may require work to be uncovered which was not inspected prior to backfilling.

405.5 Minimum Inspection by Developer: The following minimum information shall be determined and certified by the engineer:

1. Horizontal location. Horizontal location of the line will be checked by measuring "as-built" distances between manholes and bearings from manhole to manhole.
2. Elevation and slope. Elevation of each invert and top of manhole will be measured and recorded. Actual pipe slope will be computed and any segment having less than minimum allowable slope will be rejected and re-done.

405.6 City Inspection: Cost for all testing shall be paid for by the developer.

1. Manhole construction. Manholes will be visually inspected to check for plugging of lift holes, use of connecting boots, use of joint material, leakage, proper invert construction, proper setting of frame and cover.
2. Pipe straightness. Sections of sewer line will be visually checked for straightness. A passing section shall show at least 80% of a full circle when observed from one end. Any section which fails this visual test shall be further checked.
The section shall have water run through it sufficient to fill any sags that may exist. Then it shall have a television camera pulled through it to check for sags. Any sag holding more than one and one-half inches of water will require that the pipe be removed and replaced to proper grade after which the section shall be televised again to verify correction. The contractor may propose alternative methods other than televising sewers for the City's approval to determine failing sections of sewers.
3. Infiltration. The allowable limit for any section from manhole to manhole will be 100 gallons per day per inch of pipe diameter per mile of pipe. If any infiltration is present at the most downstream point, then it will be measured using a specially-made weir and measurements will also be made at each upstream manhole that has any visible flow of water. Any individual segment

which exceeds the allowable infiltration shall be corrected to within allowable limits.

4. Compaction of backfill. Compaction testing may be required for sewers constructed in paved areas or where pavement is planned. A minimum of two tests per 500 feet of trench line located in roadways will be required. If any of these tests show failing results, then the failing backfill will be removed, re-compacted and re-tested, and one additional area will be tested as well.

405.7 Other Testing Requirements: The tests listed below shall be performed by the contractor in the presence of the City. The city will be notified at least 2 days prior to these tests.

- A. Mandrel Test for PVC Pipe: Procedure for testing PVC sewer pipe for maximum allowable deflection shall be generally as follows (Mandrel sized to 95% of the nominal internal pipe diameter):

1. Completely flush the line making sure the pipe is clean of any mud or trash that would hinder the passage of the mandrel.
2. During the final flushing of the line, attach a floating block or ball to the end of the mandrel pull rope and float the rope through the line. (A nylon ski rope is recommended).
3. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.
4. Connect a second rope to the back of the mandrel. This will enable the mandrel to be retrieved if excessive deflection is encountered.
5. Draw the mandrel through the sewer line.
6. An increasing resistance to pull is an indication of excessive deflection. If this occurs mark the rope to note the location. Televis the sewer section to identify the extent of the problem and develop a plan, subject to city approval, for correcting the problem. The contractor may propose an alternative method other than televising sewers for the City's approval to determine locations of failing sewers.
7. Retest.

- B. Air Pressure Test: A low pressure test of each sewer line section will be conducted by the contractor to check for leaks. The following general procedures will apply (also refer to ASTM specs):

1. Temporarily plug the line segment between two manholes using plugs having air tight fittings through which low pressure air can be introduced into the pipe segment being tested.

2. Introduce low pressure air into the test pipe segment until the internal air pressure reaches 4.5 psig above ground water pressure, if any.
3. Wait at least five minutes for air temperature in the test segment to stabilize while internal air pressure remains no less than 3.5 psig above ground water pressure.
4. Bleed internal air pressure to exactly 3.5 psig above ground water pressure.
5. Accurately determine the elapsed time for internal pressure to drop to 2.5 psig above ground water pressure.
6. The air test is acceptable if elapsed time is no less than shown by the following table:

<u>Pipe Dia.</u> <u>Inches</u>	<u>Seconds Per</u> <u>100 Ft. of Pipe</u>	<u>Pipe Dia.</u> <u>Inches</u>	<u>Seconds Per</u> <u>100 Ft. of Pipe</u>
4	11	27	77
6	17	30	85
<u>Pipe Dia.</u> <u>Inches</u>	<u>Seconds Per</u> <u>100 Ft. of Pipe</u>	<u>Pipe Dia.</u> <u>Inches</u>	<u>Seconds Per</u> <u>100 Ft. of Pipe</u>
8	23	36	102
10	28	42	119
12	34	48	136
15	43	54	153
18	51	60	170
21	60	66	187
24	68	72	204

Air leakage time is based on pipe being damp. If pipe and joints are dry, dampen line if helpful in meeting air test time requirement.

Permanently correct excessive leakage determined by air testing, and repeat operations until City witnesses a successful test on each line segment.

Note: Upon request, the city may allow substitution of exfiltration test in lieu of air pressure test. If used, the exfiltration test will be conducted with a minimum water head of 2 feet above the groundwater table and the allowable exfiltration will be limited to 100 gallons per day per inch diameter of pipe per mile of pipe.

C. Manhole Testing: All manholes require testing by either the vacuum test or exfiltration test.

1. Exfiltration Test: Manholes which have been backfilled around shall be tested for exfiltration. The minimum test time duration is 1 hour. Manholes shall be filled with water to the top of ring. The maximum allowable exfiltration rate is 2 gal./ft. of depth/ft. of manhole diameter.
2. Vacuum Test: Vacuum testing of manholes for water tightness may be used in lieu of the exfiltration test prior to backfilling. After temporarily plugging pipe openings and installing the vacuum base on top of the cone, a vacuum of 10 inches of Mercury shall be drawn and the vacuum pump shut off. With valves closed, the pressure shall be monitored for a time period of 60 seconds. At the end of the test period, if the vacuum is 9 inches or greater, the manhole has passed the test. If the vacuum drops below 9 inches, the manhole has failed.

405.8 Final Inspection and Conditional Acceptance: In no circumstances shall any buildings and plumbing fixtures be connected to the sewers until inspected and approved by the City.

The contractor shall request in writing a final inspection. This final inspection will generally include spot checks of manholes and sewer lines and a complete overview of the project.

After any discrepancies are corrected, the city will issue a letter certifying conditional acceptance of the sewer system. This letter shall commence the start of the 18-month warranty period which is required of the contractor.

On projects having phased development, this letter will allow the developer to apply for a permit for the next phase of development.

At the end of 18 months, the subdivision inspection team will again re-inspect the entire development. When all discrepancies have been corrected, the city will issue an acceptance letter and will begin perpetual maintenance and operation of the sewerage system.

405.9 Maintenance Bond or Letter of Credit: The developer shall post a maintenance bond or Letter of Credit of 25% of the total project cost on the facility for an eighteen-month period after completion and conditional acceptance of the facility by the City of Villa Rica for all projects whose costs exceeds \$20,000.00. **Bonds are to be written where the City of**

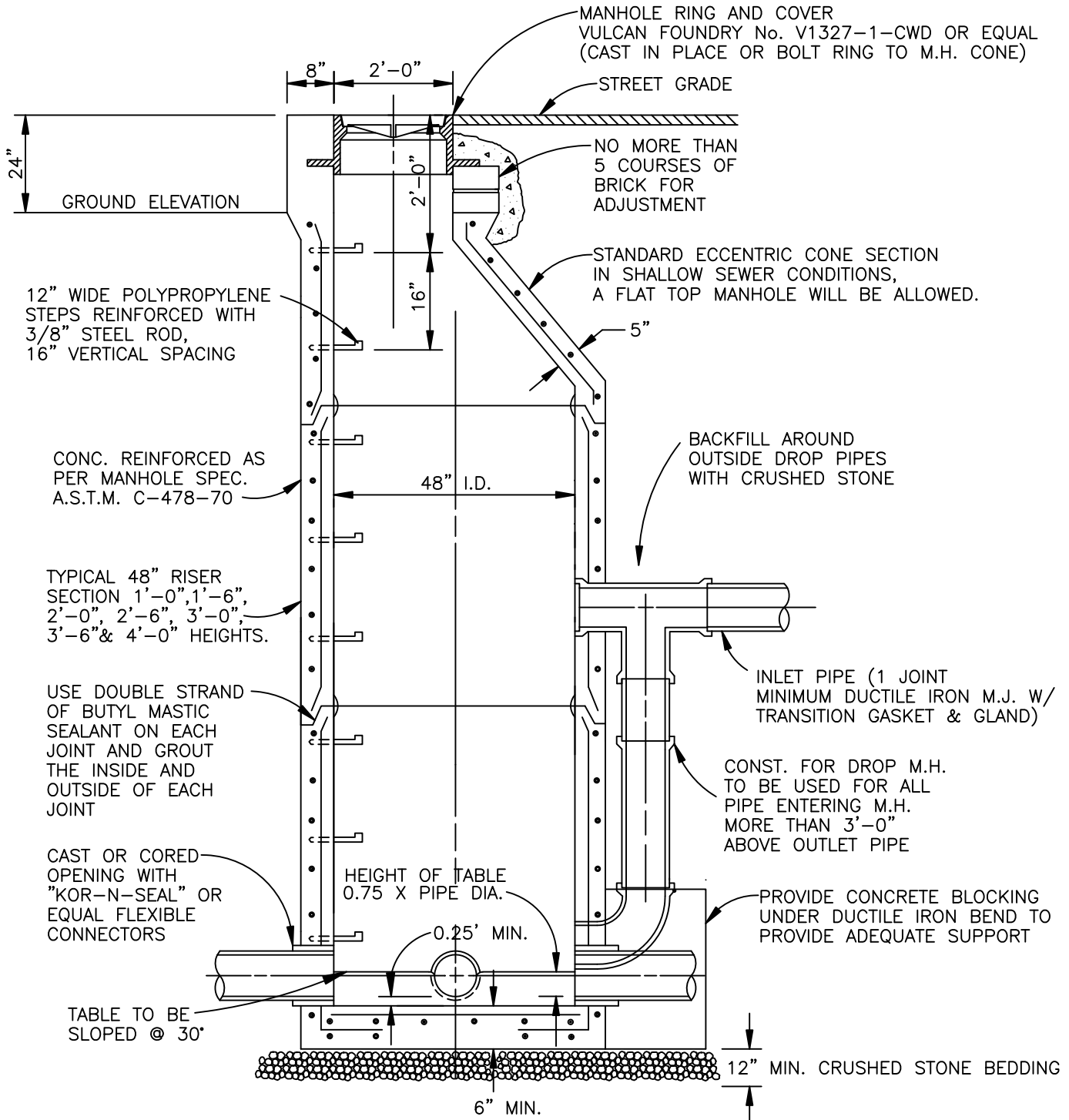
Villa Rica must release the bond in writing. Bond expiration dates for release are not acceptable.

405.10 Maintenance until Final Acceptance: It shall be the developer's obligation to provide all maintenance for an 18-month period after conditional acceptance of the project by the City of Villa Rica. At the end of the 18-month maintenance period the City shall inspect the sewer system, and upon correction by the developer of all deficiencies noted by the City, the City will accept the sewer system for operation.

406. Standard Details:

NOTE:

MANHOLES TO BE FLUSH WITH PAVEMENT IN PAVED AREAS.
MANHOLES ON OUTFALL LINES ARE TO BE 24" ABOVE GROUND.
WATERTIGHT MANHOLE FRAME AND COVERS SHALL BE
DESIGNATED ON PLAN AND PROFILE.



NOTE:

PROVIDE MINIMUM 0.25' DROP THROUGH MANHOLE.

CITY OF
VILLA RICA

WATER & SEWER DEPARTMENT

PRECAST
CONCRETE
MANHOLE

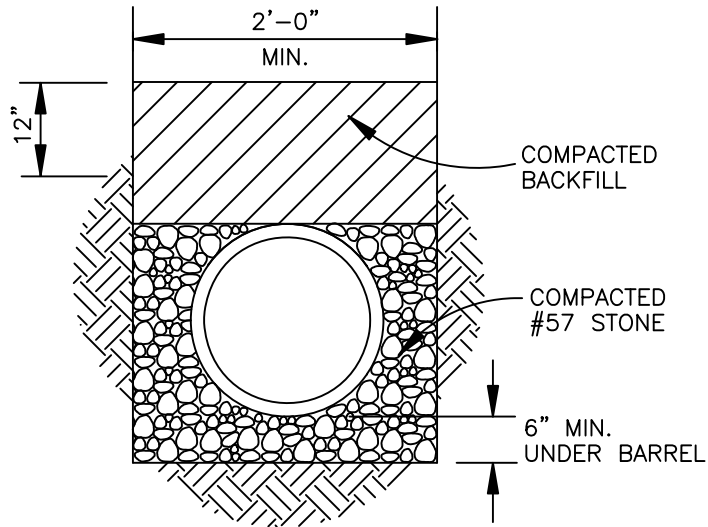
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

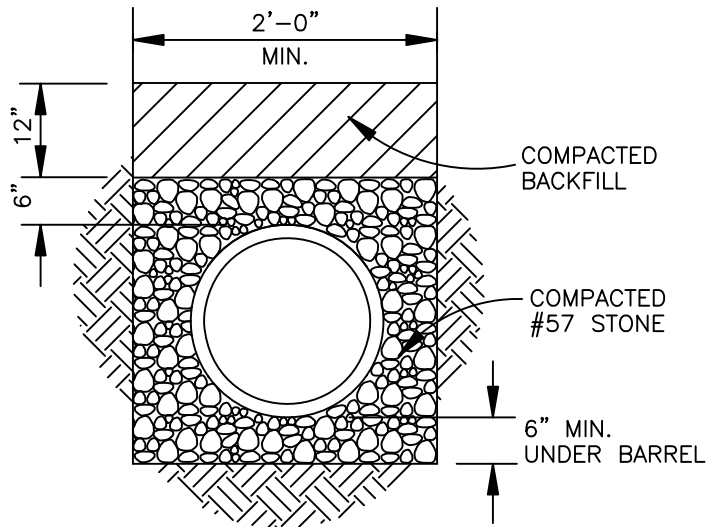
4.6.01



STANDARD D.I.P. PIPE

BEDDING DETAIL

FULL RUNS (MH TO MH) ONLY



STANDARD P.V.C. PIPE

BEDDING DETAIL

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

**STANDARD
PIPE BEDDING
DETAIL**

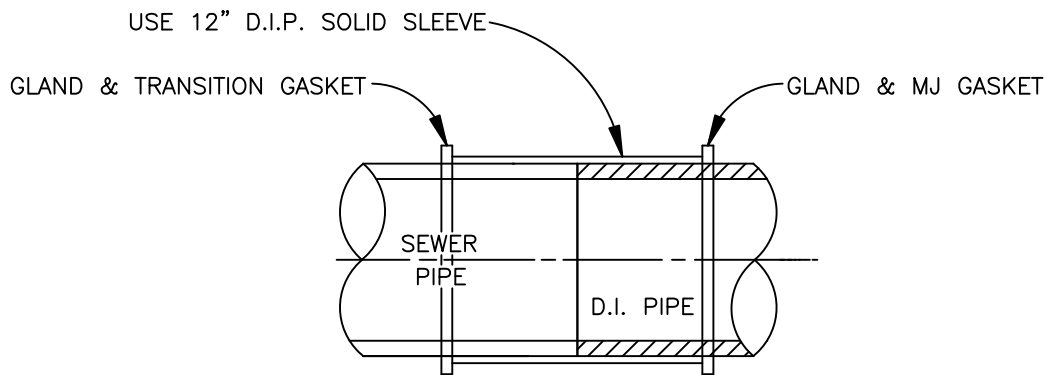
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

4.6.02



TYPICAL DETAIL
JOINING D.I. PIPE TO SEWER PIPE

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

**TYPICAL
PIPE ADAPTER**

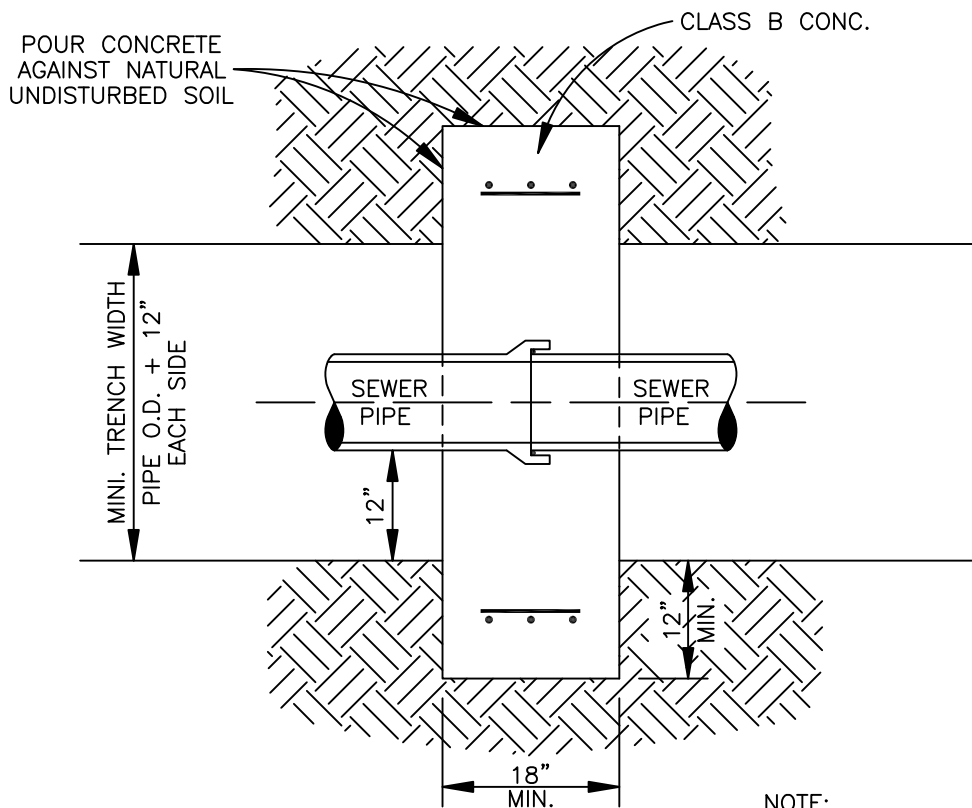
CONSTRUCTION STANDARD

DATE: JAN. 2018

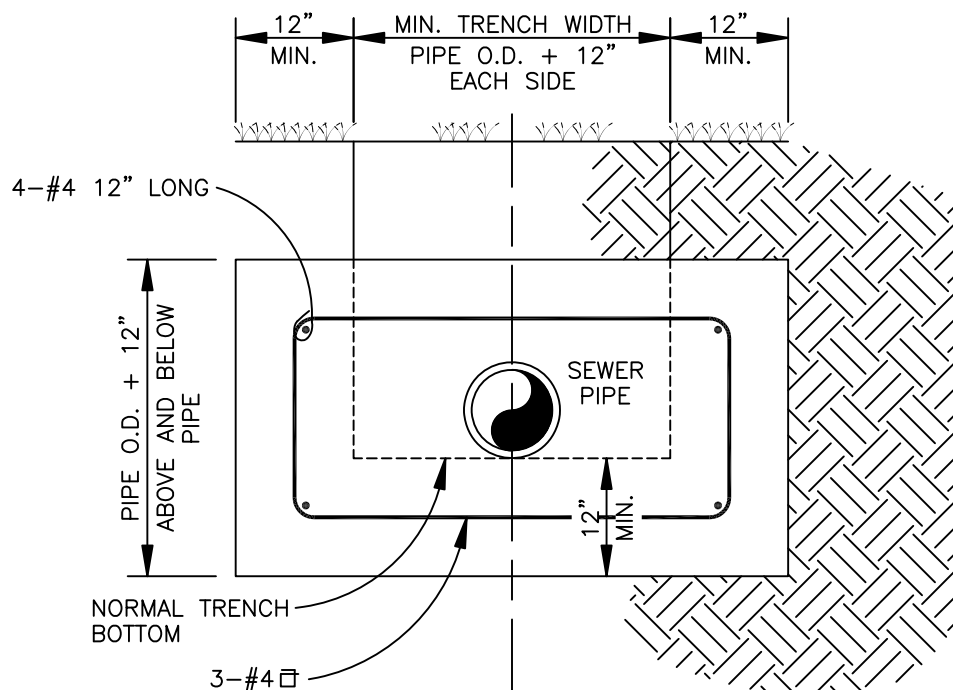
APPROVED:

STANDARD
NO.

4.6.03



PLAN



SECTION

CITY OF
VILLA RICA

WATER & SEWER DEPARTMENT

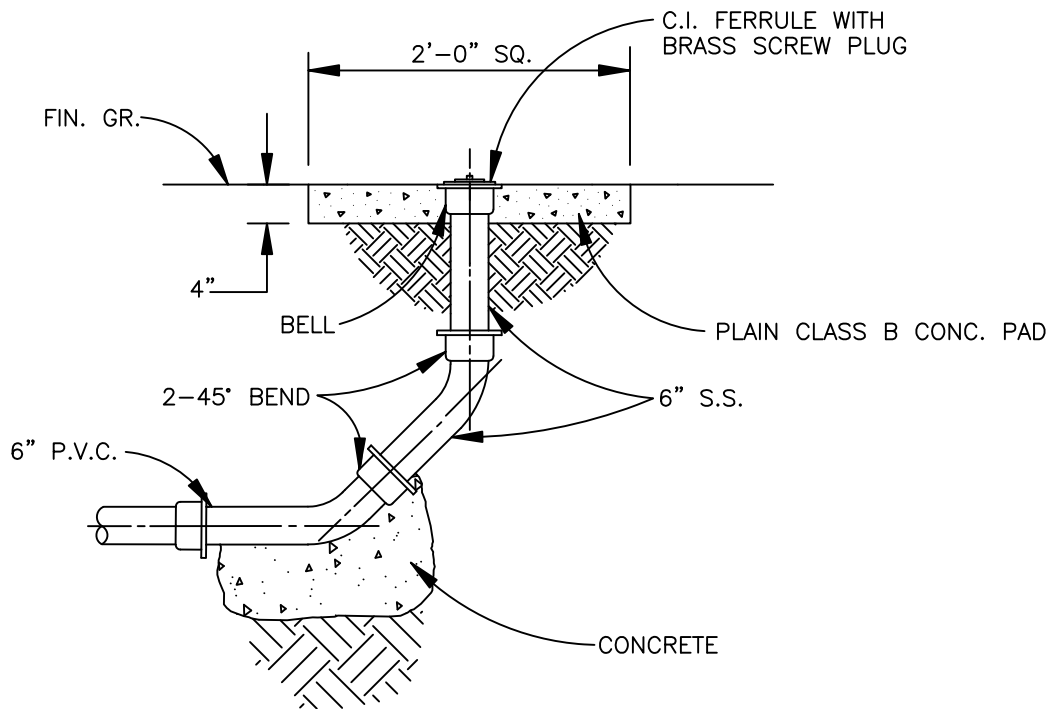
SEWER PIPE
ANCHOR
(SLOPES 20% OR MORE)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

4.6.04



CLEANOUT DETAIL

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

**CLEANOUT
DETAIL**

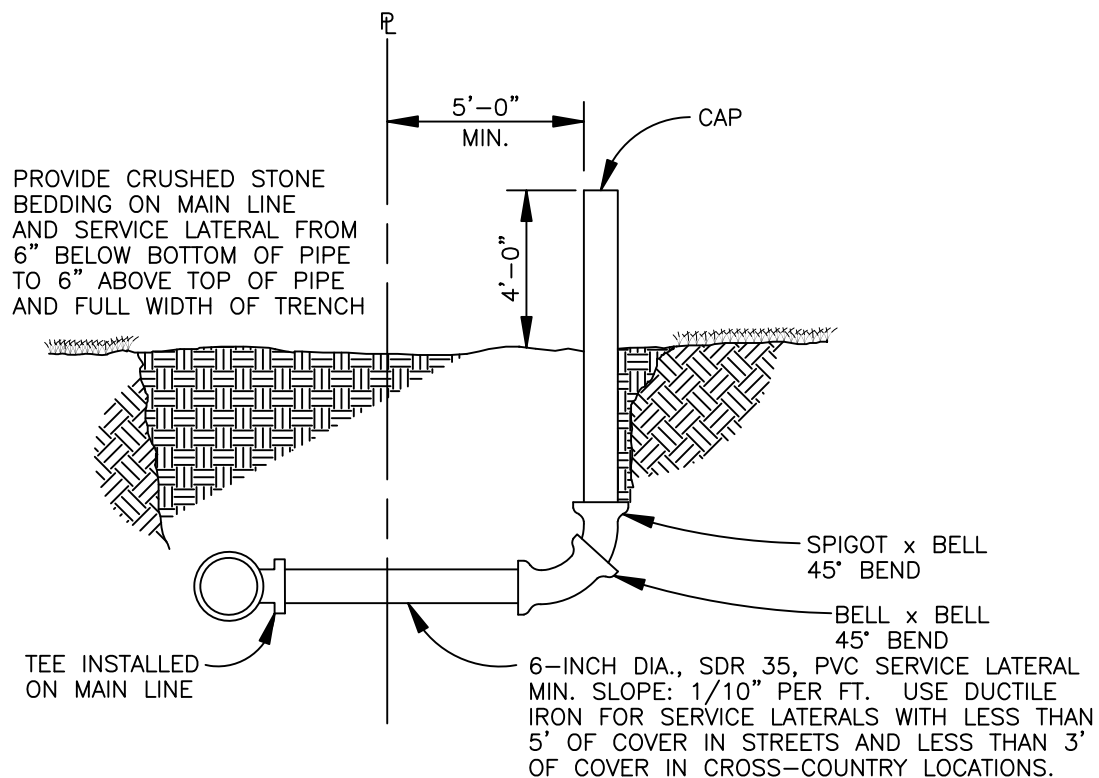
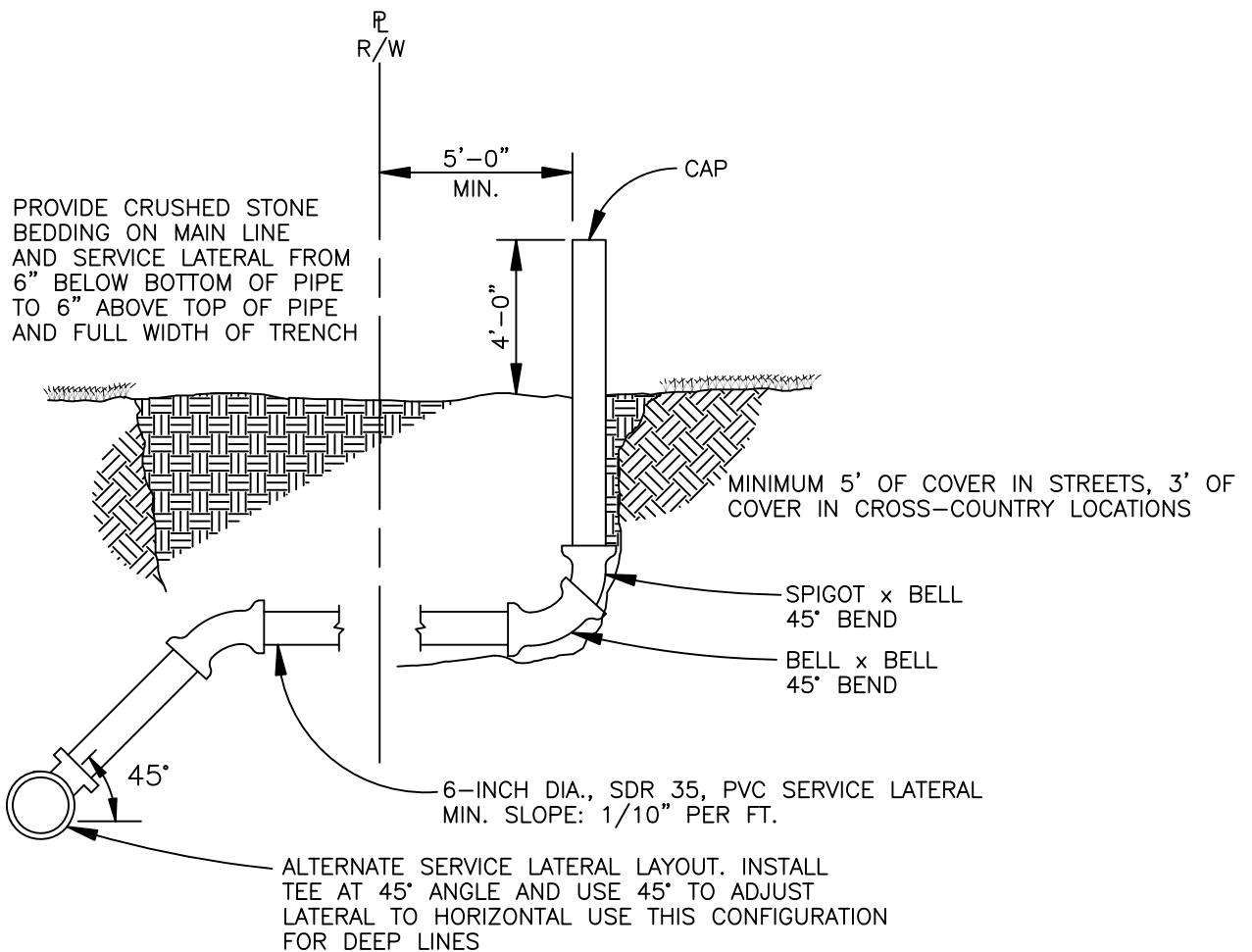
(COMMERCIAL OR PAVED AREAS)
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

4.6.05



CITY OF
VILLA RICA

WATER & SEWER DEPARTMENT

SEWER SERVICE LATERAL

STANDARD DETAIL

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

4.6.06

Table of Contents

500.	WATER REGULATIONS	500-1
501.	General Requirements.....	500-1
501.1	Use of This Document	500-1
502.	Submittal Requirements	500-1
502.1	Water Flow Test	500-1
502.2	Plans for Proposed Water System	500-2
503.	Design Criteria	500-3
503.1	General	500-3
503.2	Water Supply.....	500-3
503.3	Fire Protection	500-4
503.4	Water Mains and Appurtenances	500-5
503.5	Line Extension Requirements.....	500-7
504.	Fire Line Ordinance	500-7
505.	Material Specifications	500-8
505.1	Ductile Iron Pipe.....	500-8
505.2	PVC Pipe.....	500-9
505.3	Copper Tubing for Water Service	500-9
505.4	Steel casing Pipe	500-9
505.5	Pipe Fittings.....	500-9
505.6	Butterfly Valves.....	500-9
505.7	Gate Valves	500-10
505.8	Valve Boxes	500-10

505.9	Air and Vacuum Relief Valve Assemblies.....	500-11
505.10	Fire Hydrants.....	500-11
505.11	Service Saddles	500-12
505.12	Pipe Couplings	500-12
505.13	Yokes	500-12
505.14	Corporation Stop	500-12
505.15	Branch Piece	500-12
505.16	PVC Casing Pipe	500-12
505.17	Meter Boxes	500-12
505.18	Tapping Valves	500-12
505.19	Tapping Sleeves	500-12
505.20	Water Meters	500-13
505.21	Backflow Preventers	500-13
505.22	Valve Markers	500-13
505.23	Polyethylene Encasement	500-13
505.24	Insulators for D.I.P in Steel Casing	500-13
506.	Water System Construction.....	500-14
506.1	General.....	500-14
506.2	Trench Excavation.....	500-14
506.3	Laying Pipe.....	500-16
506.4	Thrust Restraint for Pressure Lines.....	500-16
506.5	Setting Fire Hydrants.....	500-17

506.6	Setting Valves and Fittings.....	500-18
506.7	Placing of Steel Casing Pipe.....	500-19
506.8	Marking Location of Valves.....	500-19
506.9	Dewatering Trenches.....	500-19
506.10	Bracing, Sheet piling, and/or Shoring.....	500-19
506.11	Rock Excavation	500-19
506.12	Location and Protection of Existing Underground Utilities	500-20
506.13	Connecting to Existing City Water System	500-20
506.14	Street Cuts	500-21
506.15	Standard Drawings.....	500-22
506.16	Clean Up	500-22
506.17	Interruption of Water Supply During Construction	500-22
507.	Inspection and Tests	500-22
507.1	Scope.....	500-22
507.2	Testing.....	500-23
507.3	Disinfection.....	500-24
507.4	Contractor Qualifications	500-24
507.5	Construction Inspection	500-25
507.6	Final Inspection and Conditional Acceptance	500-26
507.7	Maintenance Bond or Letter of Credit.....	500-26

507.8	Maintenance Until Final Acceptance	500-27
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500. WATER REGULATIONS**501. General Requirements****501.1 Use of This Document:**

- A. This document is subject to periodic revision to meet changing requirements for materials, fire and safety regulations, environmental regulations, etc. At the beginning of a project the user should verify that he has the latest edition.
- B. This document is intended to convey the general design and construction requirements for a typical project. It also lists specific City of Villa Rica requirements relating to plan review, inspection, testing and acceptance of facilities. It is not intended as a substitute for site-specific engineering and construction techniques. Individual project conditions may require variance from the provisions in this document in which case such variances should be noted in the plans and other data submitted by the project engineer for the city's approval.
- C. All phases of construction must be completed in accordance with the Erosion Sedimentation Act 12-7-1 *et seq.*
- D. No water mains shall be installed on or in close proximity to an abandoned landfill site or any site used for waste disposal.

502. Submittal Requirements**502.1 Water Flow Test:**

- A. A water flow test must be performed on the existing water line to determine the adequacy of the water supply for the project.
- B. The test shall consist of a fire hydrant flow test, conducted at the nearest hydrant to the proposed development and a twenty-four (24) hour pressure test.
- C. Test information shall consist of:
 - 1. Static Pressure and Residual Pressure.
 - 2. Flow in GPM at Residual Pressure
 - 3. Twenty-four (24) hour pressure chart
- D. An adequate supply of water for the proposed project must be available prior to the approval of any plans. Flow tests are valid for one year.
- E. The City will perform the test at the Developers expense.
- F. The Developer will be responsible for retaining the services of an outside consultant/contractor to accomplish and submit a design study based on the flow test results and indicating the projected available

flow at the highest point in the development in GPM with residual pressure of 20 psi for the total project. This report should provide results indicating adequacy of flow quantities and pressure for the proposed development.

502.2 Plans for Proposed Water System:

- A. Preliminary Review: Preliminary plans will be prepared and submitted for review as described elsewhere in the development regulations. Questions relating to adequate fire protection, multiple feeds, water supply and proposed locations of connection(s) should be resolved at this step before proceeding with detailed planning. A submittal for preliminary review must include all land to be developed although the land may be developed in several phases or units. Adequacy determinations of the existing water system will be made for the total project.

The project surveyor shall provide a signed statement indicating records of the property have been researched and no abandoned landfills or waste disposal sites are located in the proximity of proposed water line extension.

- B. Construction plans shall consist of the following:
1. Site plan with streets, street names, topography with contour lines at two-foot intervals, location map, lot layout (if subdivision) or building location (if multi-family, commercial or industrial), proposed location of future sidewalks, land lots, district, and north arrow showing the water layout only.
 2. Proposed pipe size and service lateral locations.
 3. Location and size of gate valves and air release valves.
 4. Thrust blocks at all bends, tees, and plugs.
 5. Fire hydrant locations.
 6. Water system materials.
 7. Location and sizes of existing water mains surrounding the project, with nearest line valve in each direction of proposed tie-in.
 8. Detail of connection to existing lines.
 9. Proposed meter sizes and locations.
 10. Residential developments shall have the electric transformer locations indicated, (this is necessary to verify no conflicts exist with water meter and fire hydrant locations).
 11. Plan of fire line meters or detector meters, if applicable.
 12. Any proposed off-site cross-county water mains or mains on existing right-of-way should be shown at a scale no smaller than 1:100.

13. Any other items incidental to the proposed system.
14. All plans must display the "Utilities Protection Center" logo and "Call Before You Dig" notice.
15. See Section 200 Check Lists for additional plan requirements.
The approved water plan shall not be changed except by written approval of the City or its designated representative.

C. As-Built:

1. As-Built drawings will be the same format as the original construction plans.
2. Road names and lot numbers should be on plans.
3. "As-Built" or "Record Drawing" is to be stamped in large clear print on plans.
4. Sheet should be no larger than 24" X 36".
5. Water mains and meters should be shown, including size and types.
6. Service and meter locations should be shown.
7. Include detail drawings showing size, type, configuration and location fittings.
8. Include detail drawings depicting the configuration of crossings with other utilities (i.e. storm sewers, catch basins, underground cables) and indicating vertical and horizontal clearances.
9. Clearly indicate easement boundaries on all lines not located inside the public right-of-way.
10. Fire hydrants, gate valves and air release valves should be shown.
11. Plan of fire meters or detector meters should be shown if applicable.
12. As-Built drawings must be submitted to the City and approved before the final plat is recorded.

503. **Design Criteria**

- 503.1 **General:** The criteria listed herein is not intended to cover all aspects of design, but rather to mention the basic guidelines and those particulars that are required by the City of Villa Rica.

503.2 **Water Supply:**

- A. Residential water supply for domestic use shall be in accordance with the following table and at a minimum residual pressure of twenty (20) psi at the highest point in the development.

INSTANTANEOUS WATER DEMANDS FOR RESIDENTIAL AREAS

TOTAL NUMBER OF RESIDENCES SERVED	GPM PER RESIDENCE	TOTAL NUMBER OF RESIDENCES SERVED	GPM PER RESIDENCE
5	8.0	90	2.1
10	5.0	100	2.0
20	4.3	150	1.6
30	3.8	200	1.3
40	3.4	300	1.2
50	3.0	400	0.9
60	2.7	500	0.8
70	2.5	750	0.7
80	2.2	1,000	0.6

B. The City may require the following minimum flow/duration quantities prior to development of the property at the highest point in the development.

1. Multi-family: 1000 GPM for 30 minutes;
2. Shopping Centers: 1000 GPM for 30 minutes;
3. Motels, Light Industry and Schools: 1000 GPM for 30 minutes;
4. Heavy Industry, Warehouses, Office Buildings, greater than 200,000 square foot: Minimum 1000 GPM for 45 minutes;
5. Residential: 1000 GPM for 30 minutes.

503.3 Fire Protection:

- A. Fire hydrants shall be spaced not more than 500 feet apart with additional fire hydrants located as necessary to permit all portions of buildings to be reached by hose lays of not more than 300 feet in length. (Spacing as traffic travels.) In subdivisions, hydrants will generally be aligned with the property line separating two adjacent lots. **The minimum size water main for fire hydrant installations is an 8-inch main.**
- B. Fire lines shall be metered per these specifications.
- C. Hose lay distance for fire truck hoses is defined as being measured along the route a piece of fire apparatus must travel in laying a fire hose from the fire to the fire hydrant.
- D. All plans for development must meet all applicable fire protection codes.

503.4 Water Mains and Appurtenances:**A. Water Mains**

1. Ductile Iron Pipe - Ductile iron pipe shall be used in all locations.
2. On Existing Streets - On existing roads, water lines shall be located on the south and west side of the road, 8 feet from the back of curb, with a minimum cover of 36 inches below the level of the road shoulder. Fire hydrants on existing roads shall be located between the waterline and the back of curbing.
3. On New Streets - All curbing must be installed before any water lines are installed. Water lines on new streets shall be located on the south and west side of the street, as shown in the standard detail drawings. Water lines shall be installed with 36 inches of cover at finish grade. Fire hydrants shall be located between the water main and the back of curbing.

B. Service Laterals

1. Shortside service laterals shall be installed with a uniform slope from the main shallowing to a bury of 12 inches at the water meter setting. Water meter settings are to be located adjacent to the right of way limit. Longside services shall have a minimum cover of 36 inches under areas of pavement and curbing then shallowing to 12 inches at the water meter.
2. Service laterals crossing any roads shall be placed inside a minimum of a 2-inch diameter PVC casing.
3. A (W) shall be etched into the curb where each service tap is made for permanent location.
4. Copper tubing shall be used for all services. There shall be no splices of copper tubing under any pavement.
5. Services for subdivisions shall be sized and located as shown on the Standard Detail Drawings.

C. Residential water meters shall be located at the limits of the street right-of-way. In general, meters will be located near the property line and where possible a double yoke assembly will be utilized at the property line separating two adjacent lots. The project designer is responsible for verifying electric transformer locations and avoiding conflicts. The Developer shall be responsible for installing the meter box and yoke assembly. See standard detail for listing of required components. The City shall install the water meter in the yoke assembly after tap fees have been paid and service applied for.

- D. Vaults and all valve and piping assemblies for Commercial and Industrial meter settings shall be installed by the Developer. Installations for 3/4-inch and 1-inch meter settings shall utilize a standard yoke assembly and the required additional backflow device located in a separate box. The City shall provide the meter after tap fees are paid and service applied for. No water service shall be provided until all required backflow devices are in place.
- E. Backflow Preventer - All water meters shall be provided with a backflow preventer. Residential services shall be provided with a dual check backflow preventer installed by the Developer as part of the standard yoke assembly. Additional backflow prevention measures are required for residential services with lawn irrigation sprinkler systems connected. Commercial water services, as a minimum, shall be provided with a double check valve backflow prevention device installed by the Developer and located immediately downstream of the meter setting in a separate vault or utility box. Additional and/or more extensive backflow prevention measures may be required depending on the type of business, materials handled and plumbing configuration. All customers applying for commercial water service are to contact the Villa Rica Water Department Backflow Prevention Coordinator for a determination of specific requirements concerning backflow prevention devices.
- F. Fire Line Meters shall be designed to meet site-specific conditions. See Standard Details for conceptual layout of meter.
- G. Detector Meter shall be designed to meet site-specific conditions. See Standard Details for conceptual layout.
- H. Water Valves
1. At Intersections - Valves on water mains at intersections shall be located behind the curb. As a general rule, the number of valves shall equal the number of streets in the intersection minus one. The City may require valves in excess of this requirement if the water system layout warrants additional valves.
 2. At End of Line - A water valve and a minimum of 36 feet of pipe shall be provided at the end of all lines for phased developments, and at locations where the water main may be extended in the future for water system improvements. The end of the line shall be provided with a temporary plug and thrust collar designed to function in a manner that will allow for the end of the line to be excavated and exposed for tie-on of an extension without taking the main out of service.

- 3. Along Mains - Maximum spacing of water valves along mains shall be 1000 feet. These line valves, unless at intersections, shall be located near fire hydrants.
- I. Valve Markers - One concrete valve marker shall be furnished and set at each line valve as required by the City.
- J. Air and Vacuum Release Valves - Air and vacuum release valves shall be located where appropriate as determined by a registered engineer in responsible charge of the project design. All A&V release valve locations are subject to approval of the City. In general, within subdivisions A&V release valves are not necessary as long as services are located at the water main high points.
- K. Polyethylene Encasement - Ductile iron pipe water main shall be provided with polyethylene encasement where the water main either crosses or is in close proximity to a steel gas main.
- L. Easements - Water mains that are located off the public right-of-way shall have a 20-foot permanent easement.

503.5 Line Extension Requirements:

- A. Developers are required to extend all mains along their entire property frontage. The size of the extension will be at least the size of the existing main and may be larger if required by the City.
- B. If an existing main must be extended to serve a particular development, the Developer will be required to pay all costs.

504. Fire Line Ordinance:

- A. All fire service lines must be equipped with an appropriate backflow device. As a minimum this device shall be a double check valve installed in a vault at a point on the fire service line as near to the main as practical. Certain fire system configurations may require more extensive backflow prevention measures. Contact the Villa Rica Water Department Backflow Prevention Coordinator for a specific determination of backflow prevention requirements of a particular fire service system design.
- B. All fire service systems require the installation of an underwriter approved detector meter installed as a component of the double check assembly or a factory mutual fire line meter immediately upstream of the double check valve assembly.
 - 1. All detector check assemblies shall utilize a "City-Specified" meter equipped with a "Pro-read" remote reading device.

2. Factory mutual fire line meter systems shall utilize "City-Specified Turbine" or "compound" meter equipped with "Pro-read" remote reading devices.
- C. Fire service charges for systems utilizing a detector meter shall be based on a count of sprinkler heads plus a service fee.
- D. Fire service charges for systems utilizing a factory mutual fire meter shall be based on actual water usage and monthly minimums for meter size.
- E. When unauthorized water is used through a detector meter in three or more billing periods in one calendar year, it shall be replaced with a factory mutual fire line meter. Unauthorized use of water is defined as non-fire fighting water and/or water use without prior notification and approval of the City.
- F. All domestic water supply must be metered with a proper meter.
- G. Work to be performed by Developer. Installation of detector meters or factory mutual fire line meters as required by this ordinance will be handled by the Developer under supervision of the City's inspectors. The cost of installation will be the responsibility Developer.
- H. The City shall have the authority to cut off water service to buildings whose owners refuse to comply with the provisions of this ordinance upon proper notification of sixty (60) days.
- I. The customer shall have ownership and be responsible for maintenance and repairs of the fire service line beginning at the boundary with the public right-of-way. For mains located outside of public right-of-way the customer's ownership and maintenance responsibility shall begin at the connection to the main.

505. **Material Specifications**

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the City.

- 505.1 **Ductile Iron Pipe:** Ductile iron pipe shall be designed in accordance with ANSI A21.50 (AWWA C150), latest revision, and manufactured in accordance with ANSI A21.51 (AWWA C151), latest revision. Wall thickness class shall be a minimum Class 50.

Ductile Iron Pipe shall have an outside asphaltic coating per ANSI A21.51 (AWWA C151), latest revision. Pipe shall have standard cement lining inside with asphaltic seal coat per ANSI A21.4 (AWWA C104), latest revision.

Pipe Joints - except where restrained or flange joints are specified - shall

be push-on or mechanical joint type conforming to ANSI A21.11 (AWWA C111), latest revision. Pipe shall be in 18' to 20' nominal lengths with standard deflection pipe sockets. Where restrained joints are shown or specified on pipe larger than 12" diameter the joints shall be "Lok-Fast", "Lok-Ring", or equal. Restrained joints for pipe sizes 12" diameter and smaller requiring restrained joint construction may utilize "Fast Grip" gaskets as manufactured by American Pipe or an approved equal.

Where river crossing pipe is shown or specified, the pipe shall be "Flex-Lok Boltless Ball Joint Pipe" as manufactured by American Pipe or approved equal.

Where specified, flanged pipe shall meet ANSI A21.51 and be used with fittings meeting ANSI A21.53. (AWWA C153).

505.2 **PVC Pipe:** All PVC pressure pipe used for temporary water mains shall be Class 200, SDR 14 pipe rated at 200 psi working pressure.

505.3 **Copper Tubing for Water Service:** House service pipe shall be copper service pipe, type K, soft temper, seamless copper tubing, conforming to Federal Specification WW-T-T00. Compression or flare joints shall be used.

505.4 **Steel Casing Pipe:** Steel casing pipe shall be steel pipe conforming to A.S.T.M. Designation A-139, Grade B, electric fusion welded steel pipe. The pipe shall have a minimum tensile strength of 35,000 psi. Both the exterior and interior of the pipe shall have a coal tar varnish coating.

505.5 **Pipe Fittings:** Fittings shall be ductile iron furnished in accordance with ANSI Specifications A21.53 (AWWA C153), latest revision, and shall have a minimum of 250 psi. pressure class rating. Joints shall be mechanical joint with ductile iron retainer glands conforming to ANSI Specification A21.11 (AWWA C111), latest revision. Ductile iron retainer glands shall be Mega-Lug glands as manufactured by EBAA Iron. All fittings shall be furnished with a cement mortar lining.

505.6 **Butterfly Valves:**

A. All butterfly valves shall be bubble-tight closing at the rated pressure with flow in either direction, and shall be satisfactory for applications involving throttling service and frequent operations or operations after long periods of inactivity. Valves shall meet the full requirements of AWWA Standard C504, latest revision for 150 psi working pressure

and shall be suitable for above ground or buried service.

All interior ferrous surfaces of valves larger than 12-inch shall have a special epoxy coating meeting the requirements of AWWA C550.

Valve bodies shall be equipped with integrally cast mechanical joint ends meeting ANSI A21.11 (AWWA C111). Mechanical joints shall be fitted with retainer glands with set screws on ductile iron pipe. Retainer glands shall be Mega-Lug as manufactured by EBAA Iron.

Butterfly valves installed underground shall come equipped with the manual operator specified in the following paragraph.

- B. Manual operators shall be of the traveling nut, self-locking type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering. Operators shall be equipped with mechanical stop-limiting devices to prevent over travel of the disc in the open and closed positions. Valves shall close with a clockwise rotation. Operators shall be fully enclosed and designed for buried operation. Provide extensions as necessary to bring the operating nut within eighteen inches of the ground surface

505.7 **Gate Valves:** Valves 12-inches and smaller shall be gate valves. These valves shall be non-rising stem design, iron body, bronze mounted with a compression, resilient seat manufactured in accordance with AWWA Standard C509, latest revision. Valves shall be designed for a minimum working pressure of 200 psi and shall have 2" square operating nuts, except in meter vaults where hand wheels shall be installed. Valves shall have non-rising stems, shall open when turned counter-clockwise and shall meet AWWA Specifications for Class C valves. Valves with flanged connections shall conform to ANSI B16.1. Mechanical joints shall be fitted with retainer glands and set screws on ductile iron pipe. Retainer glands shall be Mega-Lug as manufactured by EBAA Iron. Gate valves shall be as manufactured by American Darling, Mueller, or M&H. Provide extensions as necessary to bring the operating nut within eighteen inches of the ground surface.

505.8 **Valve Boxes:** Each valve shall be provided with a valve box. Valve boxes for valves shall be approved standard cast iron, screw type adjustable-shaft boxes having a minimum shaft diameter of 5-1/4 inches adjustable for the necessary depth. The casting shall be coated with two coats of coal tar pitch varnish. The lids of all boxes shall bear the word "Water". Boxes shall be equal to Russco Model 562-S or equal with a 5-1/4-inch cast iron drop cover. All off-pavement valve boxes shall have concrete collars and valve markers.

- 505.9 **Air and Vacuum Relief Valve Assemblies:** Air and vacuum relief valves shall be cast iron body and covers with bronze trim, stainless steel float, Buna-N-Seal, and shall be designed for a minimum working pressure of 150 psi.

The valve shall be designed to exhaust large quantities of air during the filling period, and small quantities of air which collect in the line while operating under pressure. Acceptable manufactures of air/vacuum valves are Golden-Anderson, APCO or Val-Matic.

Valves between the water main and air relief valve shall be 2-inch stainless steel ball valves.

All air and vacuum relief valves are to be installed in standard meter boxes with gravel bottoms. Provide a minimum gravel layer thickness of 12 inches.

- 505.10 **Fire Hydrants:** All fire hydrants shall be designed and manufactured to comply with the latest specifications of the AWWA. They shall be designed for 5-1/4" valve opening and 150 pounds working pressure. The hydrants shall be of simple design, easy to operate, effectively and positively drained and protected from damage by freezing, have bronze seat and drain ring and convenient for repairing and replacing parts.

Hydrants shall be equipped with one 4-1/2" diameter pumper nozzle and two 2-1/2" diameter hose connections, which shall have threads meeting the latest requirements of the State Fire Insurance Commission. Hydrants shall have a 3-way pentagonal operating nut, and shall open when turned counter-clockwise. Hydrants shall have a safety flange on the barrel and a safety coupling on the valve stem, to prevent damage to barrel and stem in case of traffic accident. Hydrants shall be either Mueller Company's Centurian Traffic Model, M & H Style 129 Traffic Model, or American Darling Mark B62B. **The minimum main size for fire hydrant installation is an 8-inch main.**

The construction to the main line shall be with mechanical joint locked hydrant tee equal to American Cast Iron Pipe Company A-10180. All fire hydrant branches shall be valved. Wherever possible the fire hydrant shall be connected to the gate valve by using a locked hydrant adapter equal to American A-10895. The connection at the base of the hydrant shall be mechanical joint with ductile iron retainer gland, for Class 150, centrifugally cast, 6" ductile iron pipe. The valve opening shall meet the requirements of the AWWA Specifications for 5-1/4" hydrant. The valve,

valve seat and inner working parts shall be easily accessible. The distance from the ground to the hose nozzle shall not be less than 24". The body of each hydrant shall be neatly painted with a silver paint and the ears and bonnet painted silver.

Each hydrant shall be tested to 200 psi. The first test shall be made with the valve closed. The second test shall be made with the main valve open but all nozzles closed. While this test is being carried on, the hydrant shall be subjected to a hammer test. Any hydrant showing defects by leakage, sweating or otherwise shall be rejected. The barrel and all parts shall withstand these tests. These tests shall be made in the field after the hydrants are installed.

505.11 **Service Saddles:** Service saddles shall be Ford F202 or equal with CC threads (3/4" single, 1" dual.)

505.12 **Pipe Couplings:** Pipe connections between new pipe and existing pipe shall be made with Dresser Style 90 long steel couplings for pipe sizes 2" and below; use mechanical joint sleeves for pipe sizes above 2". Field joints shall be made to insure permanently tight joints under all reasonable conditions of expansion, contraction, shifting, etc.

505.13 **Yokes:** Yokes for 3/4" services shall include iron bar Ford Y502P, ball valve Ford B94-223WR, and dual check valve Ford HHS91-323 Dual.

505.14 **Corporation Stop:** Corporation stop shall be Ford F1000 or equal dual).

505.15 **Branch Piece:** 1" x 3/4" x 7-1/2 "Branch Piece shall be Ford U48-43-7 1/2, 1" compression joint or flare inlet x 3/4" MIP outlet.

505.16 **P.V.C. Casing Pipe:** P.V.C. casing pipe used for long-side services shall be schedule 40, a minimum of 1" larger in diameter than the service line, but no less than 2" in diameter. Detection wire shall be placed on all non-metal casing pipes and service lines.

505.17 **Meter Boxes:** The meter box shall be plastic and the lid shall be cast iron. The meter box shall be as manufactured by DFW or equal; the lid shall be as manufactured by Kenflow or equal.

505.18 **Tapping Valves:** Tapping valves shall be M.J. Type, 200 psi minimum rating, acceptable manufactures include Mueller, M&H, and American Darling.

505.19 **Tapping Sleeves:** Tapping sleeves shall be Ford Stainless Steel tapping sleeves with carbon steel flange.

- 505.20 **Water Meters:** The Developer shall install the meter box and yoke on all residential and commercial and Industrial services in the 3/4 inch and 1-inch sizes. The City shall provide and install the meter after all fees are paid and service is requested. On larger size Commercial and Industrial services, the developer shall install the vault and all piping and valves. The City will provide and install the meter after all fees are paid. No water service will be provided until all required backflow prevention devices are in place.
- 505.21 **Backflow Preventers:** Backflow preventers for residential services shall consist of a dual check valve and shall be installed by the Developer as part of the yoke assembly. Backflow prevention devices for commercial services, as a minimum, shall consist of an ASSE approved double check backflow preventer installed by the developer immediately downstream of the meter assembly. Contact the Villa Rica Water Department Backflow Prevention Coordinator for a specific determination of backflow prevention requirements.
- 505.22 **Valve Markers:** Valve markers shall be made of 3,000 psi concrete, and shall be four feet (4') long and 4" on each side, with four #4 reinforcing bars. The markers shall be set with an even number of feet between the center line of the valve and the center line of the aluminum disc in the top of the marker, and the distance in feet between the valve and marker shall be stamped in the marker at the time of setting.
- 505.23 **Polyethylene Encasement:** Polyethylene film shall be manufactured of virgin polyethylene material conforming to ASTM Standard Specifications D-1248-78 Type I, Class A or C, Grade E-1. The polyethylene film shall have a minimum thickness of 8 mil. The polyethylene encasement material shall be provided in tube sizes adequate for the various size pipes.
- 505.24 **Insulators for D.I.P. in Steel Casing:** Insulators shall be as manufactured by Cascade Waterworks Manufacturing Company or approved equal. Insulators for 24" D.I.P. carrier pipe shall be CCS-2580 and 8" in width. Insulators for 12" D.I.P. carrier pipe shall be CCS-1320 and 8" in width. Insulators for 8" D.I.P. carrier pipe shall be CCS-905 and 8" in width. All insulators shall have a stainless-steel shell. Insulators shall be located within 2' of each end of the casing and spaced no more than 10' apart within the casing. The positioning of the casing insulators shall be centered for water mains.

506. Water System Construction**506.1 General:**

- A. It shall be expressly understood that these specifications are for installation of all underground water mains and appurtenances.
- B. All work shall conform to the applicable provisions of the AWWA Specifications of latest revision except as otherwise specified herein.

506.2 Trench Excavation:

- A. Trenches shall have a minimum width of twenty-four (24) inches or the diameter of the outside of the bell of the water main plus twelve (12) inches, (which ever is greater), and the depth thereof shall be such that there shall be a minimum of 42 inches of cover measured below the roadway surface, natural ground, or proposed grade to the top of the pipe. In cases where water lines cross sanitary sewers, there shall be a minimum of two (2) feet vertical separation between the water and sewer mains. In cases where water mains parallel sewer mains there shall be a minimum of ten (10) feet horizontal separation maintained between the mains.

Trenches shall be dug so that the pipe can be laid to the alignment and depth required, and the trench shall be of such width and shall be braced and drained so that the workmen may work therein safely and efficiently. No chocking under the pipe will be permitted. All joints shall be as specified herein. Excavation must be made under the bell of each pipe so that the entire length of the pipe will lie uniformly on the bottom of the trench and the pipe weight shall not rest on the bells. Trenches shall be free of water during the work.

Water lines shall have a minimum cover of 42". All changes in grade shall be made gradually. At points of interference with storm sewers and cross drains, pipe will be run under the conflicting utility if the minimum cover cannot be maintained by going over the top of the pipe.

In laying pipe across water courses, railroad crossings, or depressions of any kind, the minimum depth here specified shall be maintained at the bottom of the depression.

Where necessary, the line shall be lowered at valves so that the top of the valve stem is approximately one foot below the finished grade. The trench shall be deepened to provide a gradual approach to all low points of the line.

- B. Wherever rock is encountered in the excavation, it shall be removed by suitable means. If blasting is used for removal of rock, the contractor shall take all proper safety precautions. He shall comply with all rules and regulations for the protection of life and property that may be imposed by any public body having jurisdiction relative to the handling, storing and use of explosives. Before blasting, the Contractor shall cover the excavation with heavy timbers and mats in such a manner as to protect the adjacent property owners from damage. All rock encountered shall be removed six (6") inches below the bottom grade of the trench and the trench built back to the correct grade with suitable material tamped into place. Sides of the trench shall be trimmed of projecting rock that will interfere with backfilling operations. The Contractor shall be wholly responsible for any damage resulting from blasting. Rock excavation by blasting shall be at least 75 feet in advance of pipe laying.
- C. After the pipe has been laid, backfilling shall be performed in two (2) distinct operations. In general, all backfill beneath, around and to a depth of twenty-four (24") inches above the top of the pipe shall be placed in six (6") inch layers for the full width of the trench and thoroughly compacted by hand with vibratory equipment. Care shall be taken so that the pipe is not laterally displaced during backfilling operations. The backfill lifts shall be placed by an approved method in accordance with that hereinafter specified. Backfill materials shall be the excavated materials without bricks, stone, foreign matter or corrosive materials, where not otherwise specified or indicated on the plans.
- D. Backfill under permanent concrete or bituminous pavement and as elsewhere specified or indicated on the plans shall be as shown in the Standard Detail Drawings for trenches in paved areas. Mechanical vibrating equipment shall be used to achieve the required compaction.
- E. Backfill under gravel or crushed stone surfaced roadways and low-type bituminous surfaced roadways shall be approved suitable excavated material placed in twelve (12") inch layers and thoroughly compacted for the full depth and width of the trench, conforming to the compaction, density compaction method and materials as specified in "D" above.
- F. Backfill in unpaved areas shall be compacted with mechanical vibrating equipment to ninety-five percent (95%) as determined by the Standard Proctor Test. Trenches shall be compacted so they will not settle. If settlement occurs, trenches are to be refilled, re-compacted and re-graded. Backfill material from pipe bedding to ground surface

shall be excavated earth free from large stones and other debris.

- G. Contractor shall fully restore and replace all pavement, surface structures, grassing, landscaping, etc., removed or disturbed as part of the work to a condition equal to that before the work began. All pavement removal shall be replaced per Standard Detail Drawings.
- H. Where sheeting is used in connection with the work, it is in no case to be withdrawn before the trench is sufficiently filled to prevent damage to banks, road surfaces, adjacent pipes, adjacent structures or adjacent property, public or private.

506.3 Laying Pipe: All pipe shall be laid straight, true to line and grade. Bell and coupling holes shall be dug in the trench and the pipe shall have a continuous bearing with the trench bottom between bell or coupling holes. No shimming or blocking up of the pipe shall be allowed. When the work is not going on, all pipe openings shall be securely closed by the insertion of the proper size plug and caulking so that dirt and debris will not be washed into the pipe in case of rain.

In making the joints with ductile iron pipe, the spigot end of the pipe and the inside of the bell shall be thoroughly cleaned and the gasket inspected to see that it is properly placed; lubricant shall be applied to the spigot end of the pipe and it shall be inserted into the bell of the adjoining pipe to the stop mark on the pipe.

506.4 Thrust Restraint for Pressure Lines:

A. Reaction Blocking

1. Underground piping laid around curves and at all unsupported changes of direction, all tees, wyes, crosses, plugs and other like fittings shall be solidly and properly blocked with concrete against solid earth to take the reaction of the main pressure and to prevent lateral movement of the pipe or fittings when under pressure. Reaction blocking shall be installed at all locations requiring same and where tie rods and clamps are not called for in the plans. Concrete for reaction blocking shall have a minimum compressive strength of 3,000 psi at twenty-eight (28) days. The blocking, unless otherwise shown, shall be so placed that the pipe and fitting joints will be accessible for repair. In addition to the concrete blocking specified herein, all mechanical joint fittings shall be installed with Mega-Lug retainer glands.
2. Reaction blocking shall be constructed as per AWWA Standard

C600 Section 3.8, latest revision. It shall be constructed in conformance with the Standard Detail Drawings for Reaction Blocking.

- B. Retainer Glands: Mechanical joint fittings on Ductile Iron Pipe shall be installed with retainer glands. Retainer glands are to be Mega-Lug retainer glands as manufactured by EBBA Iron.
1. Clean the socket and the plain end. Lubrication and additional cleaning should be provided by brushing both the gasket and the plain end with soapy water or an approved pipe lubricant meeting the requirements of ANSI C111 or AWWA A21.11 just prior to slipping the gland and gasket onto the plain end for joint assembly. Place the gland on the plain end with the lip extension toward the plain end, followed by the gasket.
 2. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Keep the joint straight during assembly.
 3. Push the gland toward the socket and center it around the pipe with the gland lip against the gasket. Insert bolts and hand tighten nuts. Make deflection after joint assembly but before tightening bolts.
 4. Tighten the bolts to the normal range of bolt torque specified in AWWA C600 while at all times maintaining approximately the same distance between the gland and the face of the flange at all points around the socket.
 5. Tighten the torque limiting twist off nuts in a clock-wise direction until all wedges are in firm contact with the pipe surface. Continue tightening in an alternate manner until all of the nuts have been twisted off.

506.5 **Setting Fire Hydrants:** Fire hydrants shall be placed at the locations shown on the plans or as directed by the City and shall be installed **on a minimum main size of 8-inch**. All fire hydrants shall be installed with a resilient seat gate for isolation from the main. Gate valves for fire hydrants shall be connected directly to the main by means of a "Locked Hydrant Tee". Fire hydrants shall be connected to the isolation valve with a locked hydrant adapter. Installations where locked hydrant tees or locked hydrant adapters cannot be utilized, either due to distance from the main or size, shall be restrained with retainer glands and threaded rods. Care shall be exercised that set screws and retainer glands are tightened sufficiently to secure the hydrants before pressure is put on the main. Not less than nine cubic feet of coarse, broken stone shall be placed around the base of the hydrants, as shown in the Standard Detail Drawings, Section 500. Before placing the hydrants, care shall be taken to see that all foreign material is removed from within the body. The stuffing boxes shall be

tightened and the hydrant valve opened and closed to see that all parts are in first class working condition. All hydrant openings shall be kept capped, except when hydrant is being worked on.

Existing fire hydrants shall not be operated without permission of the City.

When a fire hydrant has been constructed but is not yet in service, the Contractor shall provide and attach to the fire hydrant, flags or collars indicating that the fire hydrant is not in service. Said flags or collars shall remain on the fire hydrant until it is put into service.

Whenever an existing fire hydrant is taken out of service, whether temporarily or permanently, it shall be equipped with a flag or collar indicating that it is not in service. The Contractor shall provide and install flags or collars as required and shall notify the Fire Department whenever the operating status of any fire hydrant changes.

FIRE HYDRANTS SHALL NOT BE OPERATED WITH ANY TOOL EXCEPT A SPECIFICALLY DESIGNED FIRE HYDRANT WRENCH. If the Contractor observes any other contractor or person operating a fire hydrant with an unapproved fire hydrant wrench, he shall report that fact to the City immediately. It is the Contractors responsibility to ensure that all new facilities are maintained in new condition until final completion of the project and acceptance by the City. Fire hydrants with damaged operating nuts shall not be accepted.

- 506.6 **Setting Valves and Fittings:** Valves shall be set plumb, and shall have cast iron valve boxes. The valve boxes shall be placed directly over the valve and set plumb, the top of the box being brought to the surface of the ground. Provide valve extensions on all valves with operating nuts more than three feet in depth. Valve extensions shall bring the operating nut to within eighteen (18) inches of the surface and shall be keyed into the valve nut. After the boxes are in place, earth shall be filled in the trench and thoroughly tamped around the box. After all settlement has taken place, a precast concrete collar shall be installed for each valve box.

Fittings shall be properly restrained to ensure that they will not be blown off or broken loose under the greatest possible working pressure (see Standard Detail Drawings). All fittings shall be mechanical joint and shall be installed with Mega-Lug retainer glands and concrete blocking unless specified otherwise. In situations where there is insufficient undisturbed earth to act as a bearing surface or where otherwise directed by the City, fittings shall be restrained by the use of threaded rods or other method acceptable to the City.

Prior to blocking any joint or fitting with concrete, that joint or fitting shall be wrapped with polyethylene film in such a manner that the concrete will not stick directly to the pipe but that the load bearing capacity of the blocking will not be affected. Care shall be taken to prevent the concrete from covering bolts. Polyethylene film shall be installed at other points along the water main where so directed by the City.

506.7 Placing of Steel Casing Pipe: Casing pipe shall be installed at the location shown on the plans. Unless directed otherwise, the installation procedure shall be by the dry bore method. The hole is to be mechanically bored and cased through the soil by a cutting head on a continuous auger mounted inside the casing pipe. The installation of the casing and boring of the hole shall be done simultaneously by jacking. Lengths of pipe are to be adequately welded to the preceding section installed. Excavation material will be removed and placed at the top of the working pit. Backfill material and methods of backfilling and tamping shall be as required under BACKFILLING. Carrier pipe shall be inserted within the casing by use of stainless steel casing spacers. Intervals shall be as detailed in Section 805.24.

506.8 Marking Location of Valves:

- A. Each main line water valve shall be marked by cutting a letter "V" in the horizontal surface at the back of the curb. The "V" shall be turned to point toward the valve which may be either in the street or in the grass behind the curb. The letter height shall be 4" to 6".
- B. Concrete valve markers shall be set for main line water valves with an even number of feet between the center line of the valve and the center line of the aluminum disc in the top of the marker, and the distance in feet between the valve and marker shall be stamped in the marker at the time of setting.

506.9 Dewatering Trenches: The Contractor shall do all necessary pumping or bailing, build all drains and do all other work necessary at his own expense to keep the trenches clear of water during the progress of the work.

506.10 Bracing, Sheet piling, and/or Shoring: Whenever the condition of the ground is such that it is necessary to protect the work, the street, the roadway or the workmen, the sides of the trench shall be supported with suitable bracing, sheet piling and/or shoring to be furnished by the Contractor at his own expense.

506.11 Rock Excavation: Drilling and blasting operations shall be conducted

with due regard for the safety of persons and property in the vicinity and in strict conformity with requirements of all ordinances, laws and regulations governing blasting and the use of explosives. Rock excavation near existing pipelines or other structures shall be conducted with the utmost care to avoid damage. Injury or damage to other structures and properties shall be promptly repaired by the Contractor to the satisfaction of the City and property owner.

Rock in trenches shall be excavated over the horizontal limits of excavation and to depths as follows:

<u>Size of Pipeline</u> <u>Inches</u>	<u>Depth of Excavation Below</u> <u>Bottom of Pipe, Inches</u>
6 and Less	6
8 to 18	8
18 to 30	10
Over 30	12

The undercut space shall then be brought up to grade by backfilling with Size #57 crushed stone material or approved equal.

506.12 Location and Protection of Existing Underground Utilities: It is the responsibility of the Contractor to locate the underground utilities and to protect same. Utility lines or services damaged by the Contractor shall be repaired by the Contractor at his own expense. The Contractor is to comply with all Federal, State and Local laws requiring notification of the Utilities Protection Center prior to excavating.

506.13 Connection to the Existing City Water System:

A. Requirements for all connections: All persons desiring to connect a line extension to an existing main must make application at the City at least 21 working days prior to the date the connection is to be made. Connection to existing mains will only be allowed for approved projects. All connections must be made with a wet tap using a tapping saddle or tapping sleeve. The contractor has the option of contracting with the City Water Department to perform the actual tapping of the main or they may contract with an outside private contractor. City approval of private contractor to perform pipe tapping is mandatory. Submit detailed resume and work history with references to establish competency and expertise for performing tap work. A City of Villa Rica Water Department inspector must be present at all times during tapping operations. The contractor shall furnish the following information when making application:

1. Approved plan for the project.
2. Copy of Street or highway permit if applicable.

3. Schedule of work to be performed.
 4. Resume, work history and references of proposed tapping contractor for taps installed by a private contractor.
 5. Payment of cost estimate for connections installed by the City.
- B. City makes connection: The City will charge for work at prevailing department rates and schedule the connection to conform to their work schedule and notify the Contractor so that he can complete his preparation.
1. The Contractor shall furnish the following at site:
 - a. Tapping sleeve and valve installed on the line and ready for tapping.
 - b. Proper traffic control devices and person(s) to direct traffic if required.
 - c. Backhoe or lift capable of handling the tapping machine.
 - d. Minimum of three (3) men to assist with the work.
 2. The Contractor will be billed for making the connection based on material costs and the hourly rates for the City's operator, additional laborers, truck and any other equipment used if made by City forces.
- C. Private Contractor makes connections:
1. City personnel shall supervise the tap and associated work by private contractor.
 2. All taps shall be made on wet lines under pressure.
 3. All taps to be made with saddles or tapping sleeves meeting City standard specifications.

506.14 Street Cuts:

- a. All paved roads will be bored and cased. A bore must be attempted before consideration will be given to cutting the street. A permit is required for all utility installations in existing City streets as detailed in Section 307.6 of the General Design Regulations.
- b. One lane of traffic shall be maintained open at all times.
- c. Construction work shall be limited to the hours between 9 A.M. and 4 P.M. Other time constraints may be imposed if deemed necessary by the City.
- d. The Contractor shall furnish traffic control devices and person(s) to direct traffic, if required.
- e. Compaction and surface replacement to be performed per City Standard Specifications as detailed in other sections herein.

506.15 **Standard Drawings:** Installation of fire hydrants, water valves, valve boxes, meters, long side service water lines, etc. shall be made in accordance with applicable Standard Design Drawings in these specifications.

506.16 **Clean Up:** Prior to requesting the final inspection, the Contractor shall do the following:

- A. Remove and dispose of in an acceptable manner all shipping timbers, shipping bands, spacers, excess materials, broken material, crates, boxes and any other material brought to the job site.
- B. Repair or replace any work damaged by the water line construction.
- C. Regrade and smooth all shoulder areas disturbed by the water line construction.
- D. Set precast concrete collars around all valve boxes outside paved areas.
- E. Insure that all fire hydrants are set to grade and that all valves have been located and are fully open.

506.17 **Interruption of Water Supply During Construction:** Approval of the City Water Department must be obtained prior to interrupting water service to an occupied building. A minimum of twenty-four (24) hours advance notice shall be given to any occupied building served by a water line which is required to be shut off. Occupants shall be informed of the date, time of cutoff and the duration of stoppage by written notice posted on doorways of all buildings affected. Failure to do so will make the Contractor liable for any damages reported to the City Office.

507. **Inspection and Tests**

507.1 **Scope:** This section pertains to the inspection and testing of installed water lines requiring testing for assuring proper operation and service and/or specifically specified to be tested. In general, all lines designed to operate under pressure shall be successfully tested. Tests of installed piping shall consist of a pressure and leakage test.

All piping to be tested must satisfactorily comply with the pressure tests before being eligible for acceptance. In general, tests shall be conducted in accordance with AWWA Standard C-600 except as otherwise herein specified.

507.2 Testing:

- A. After all piping has been placed, each run shall be tested by the Contractor in the presence of the Inspector and tests shall be continued until all leaks have been made tight to the satisfaction of the Inspector. The Contractor shall furnish all necessary water, meters, pumps, gauges, bulkheads, and other materials and appliances necessary to conduct the test as herein required. Every precaution must be taken to valve-off or otherwise protect control equipment in or attached to the pipe line to prevent damage or injury thereto. All piping shall be tested at 200 psi for a minimum test duration of one (1) hour. The City or its representative may require a 24-hour test if it so desires.
- B. Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants, blow-offs or air release valves are not available at the high places, the Contractor shall make the necessary taps, as per the standard detail for tap construction, at points of highest elevation before the test is made and close the corporation stop after the test has been completed.
- C. Prior to the pressure test, pipe laid in trenches shall be backfilled adequately to secure the pipe during the test. Any observed leakage shall require corrective measures to pipe lines and/or joints as otherwise provided for in these Specifications and to the satisfaction of the Inspector. During the final pressure test the specified pressure shall be maintained in the pipe being tested for a minimum time of one (1) hour.
- D. The City will furnish the necessary water for testing the lines. However, any water lost through breakage of lines or unnecessary or excessive flushing of line will be charged to the Contractor. Each valved section must be flushed and tested at a pressure of 200 PSI for one hour. Lines shall be tested in sections in a manner that assures testing of the tapping valve and all main line valves. When testing at the above specified pressures, the rate of leakage shall not exceed 15 gallons per 24 hours per inch diameter per mile of line. (See Table below).

Size of Pipe	Leakage Tabulation	
	Gallons/Hr./100 Ft.	Gallons / Day
12"	0.142	3.409
10"	0.118	2.841
8"	0.095	2.273
6"	0.071	1.704

Any section of the line not meeting the above test shall have the leaks

found and corrected at once and re-tested until the leakage falls within the limits specified above.

- E. All fire hydrants shall be flushed to check operations.
- F. All valves shall be located and operation checked.

507.3 **Disinfection:** After leakage testing, and all necessary repairs have been made, the lines shall be flushed clean and then disinfected in strict accordance with AWWA Standard for Disinfecting Water Mains, AWWA C651, latest revision subject to the following special conditions:

- A. The method of disinfection shall be either the Continuous-Feed Method or the Slug Method. The Tablet Method is not acceptable.
- B. The form of chlorine may be either: (1) a 1 percent solution made from either sodium hypochlorite or calcium chlorine gas cylinder supplying a vacuum-type chlorinator, or (2) making a solution and pumping it into the pipeline.
- C. The Contractor shall dechlorinate the highly-chlorinated water being flushed from the pipeline or otherwise dispose of in a manner complying with State Environmental regulations.
- D. The developer shall be responsible for collecting bacteriological samples under City supervision. The City shall perform the initial bacteriological testing of water samples from the disinfected pipeline at no charge. The Contractor shall be responsible for charges on all failed tests.
- E. Before any flushing or disinfection work is begun, the Contractor shall outline his planned procedures for these tasks and obtain approval of the City.

507.4 **Contractor Qualifications:**

- A. Licensing and Safety: All contractors who work on water systems that will be owned by the City of Villa Rica must be licensed in accordance with State of Georgia law and local ordinance. Compliance with applicable safety regulations is the responsibility of each company engaged in the work; the city assumes no responsibility for the actions of others on the job site. It is the responsibility of those installing water mains and related appurtenances to conform to OSHA regulations, 29 CFR Part 1926, Subpart P, Paragraph 1926.650 through 1926.653. Publications from OSHA can be obtained by contacting OSHA Publications Distribution, Washington, D.C.
- B. Contractors performing water system installations must be approved by the City and should be completely familiar with the procedures and contract requirements associated with this type project.
- C. Unsatisfactory work will cause a contractor not to be given a permit for future work.

507.5 Construction Inspection:

- A. Responsibility for Inspection: The developer will be responsible for the quality, accuracy and workmanship of his completed work.

City personnel will visit the job site on a periodic basis and will make spot checks as they deem appropriate. The City of Villa Rica shall have the right to review and inspect all construction and may reject any work that does not meet quality control standards. The contractor shall leave trenches open at critical locations to allow visual inspection of fittings, valves and hydrants prior to backfilling. The City maintains the right to refuse performing inspections at unsafe worksites.

- B. Access to Project: Authorized representatives of the City of Villa Rica, which may include city employees, the City, state or federal agencies, shall have access to the site for inspection at any time.

- C. Communications During Construction: All written communications regarding water construction shall be directed to the City Water Department. The developer shall be responsible for scheduling a preconstruction conference between their contractor and utilities and affected City departments prior to any construction activities.

After a preconstruction conference has been held the contractor will notify the City in writing 2 days before starting construction. The contractor will provide notification by phone any time the work is to be vacated and will provide notice by phone prior to resuming work.

The Owner/Developer shall request the final inspection in writing.

The city inspector may have informal verbal communications with the contractor foreman or superintendent at any time during construction. The city inspector will not direct the actions of contractor's workmen.

- D. Concealed Work: The contractor shall notify the city and receive inspection approval prior to concealing certain work such as valves, fittings, bends, tees, fire hydrants, pipe bedding, reaction blocking, lot services, or other appurtenances.
- E. As-Built Drawings Provided by Design Professional: As-Built drawings will be provided and certified by the design professional who is employed by the developer. As-built drawings shall be submitted showing the horizontal location of the mains, main size, valve, hydrant, and service line and meter location. Locations shall be

referenced to a fixed landmark where necessary. Provide detail drawings of crossings with other utilities showing vertical and horizontal clearances.

F. Minimum Testing: All costs for testing required by the City shall be paid for by the developer.

1. Compaction of backfill. Compaction testing will be required for mains constructed in paved areas or where pavement is planned. A minimum of two tests at each road crossing will be conducted at varying depths as fill is being placed. If any of these tests show failing results, then the failing backfill will be removed, re-compacted and re-tested, and one additional area will be tested as well.
2. Pressure and disinfection tests shall be observed until each test is passing.

507.6 **Final Inspection and Conditional Acceptance:** Prior to final inspection of the water system the developer shall have previously completed the pressure and disinfection tests. After the developer makes written request for final inspection, the city will schedule a final inspection. The contractor and the developer will be present during this final inspection. This final inspection will generally include spot checks of hydrants, valves and other appurtenances and a complete overview of the project.

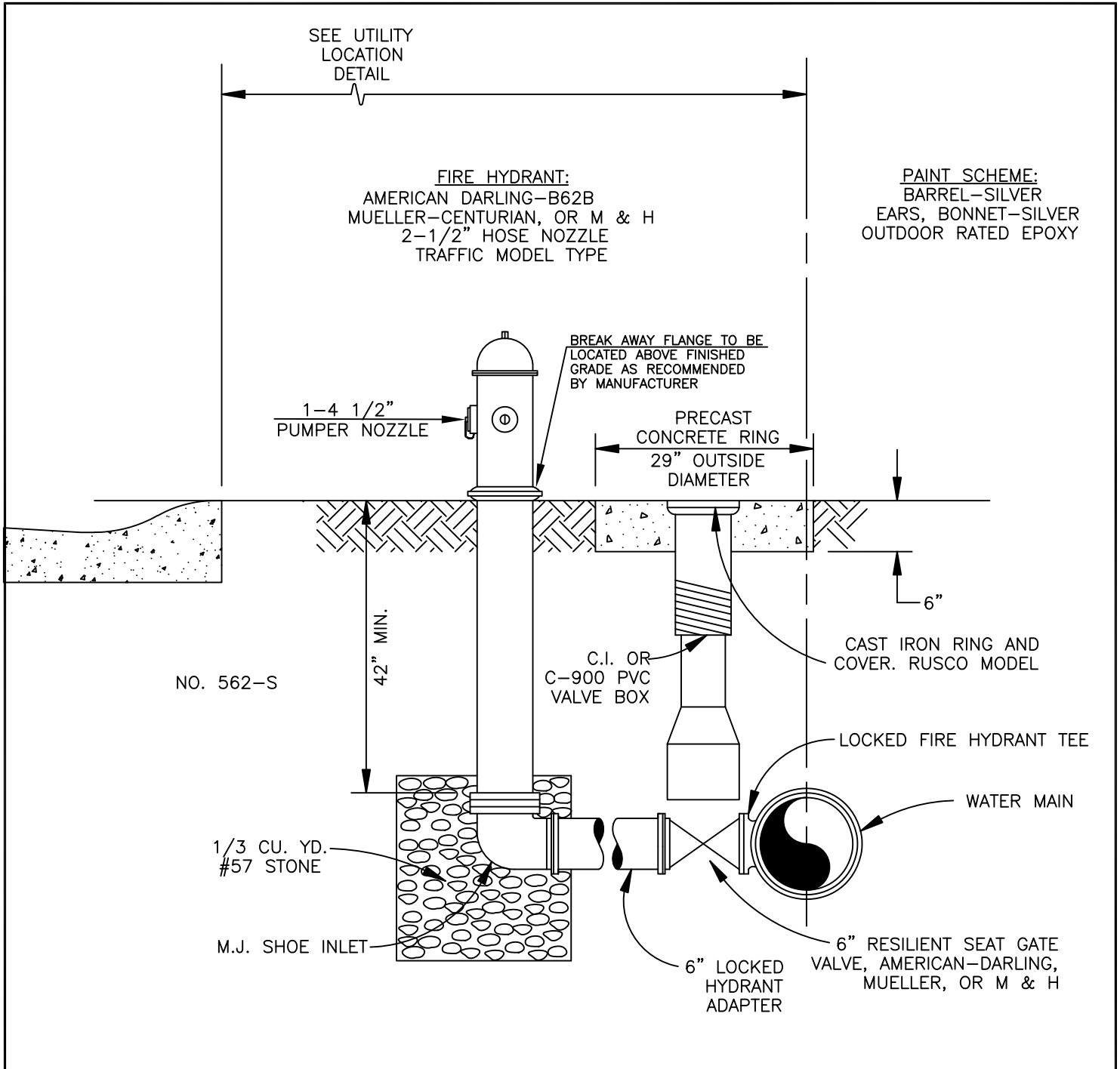
After any discrepancies are corrected and approved as-built drawings are submitted, the city will issue a letter certifying conditional acceptance of the water system. This letter shall commence the start of the 18-month warranty period which is required of the contractor.

On projects having phased development, this letter will clearly identify portions of the project being accepted.

At the end of 18 months, the subdivision inspection team will again re-inspect the entire development. When all discrepancies have been corrected, the city will issue an acceptance letter and will begin perpetual maintenance and operation of the water system.

507.7 **Maintenance Bond or Letter of Credit:** The developer shall post a maintenance bond or Letter of Credit of 25% of the total project cost on the facility for an eighteen-month period after completion and conditional acceptance of the facility by the City of Villa Rica for all projects whose cost exceeds \$20,000.00. **Bonds are to be written where the City of Villa Rica must release the bond in writing. Bond expiration dates for release are not acceptable.**

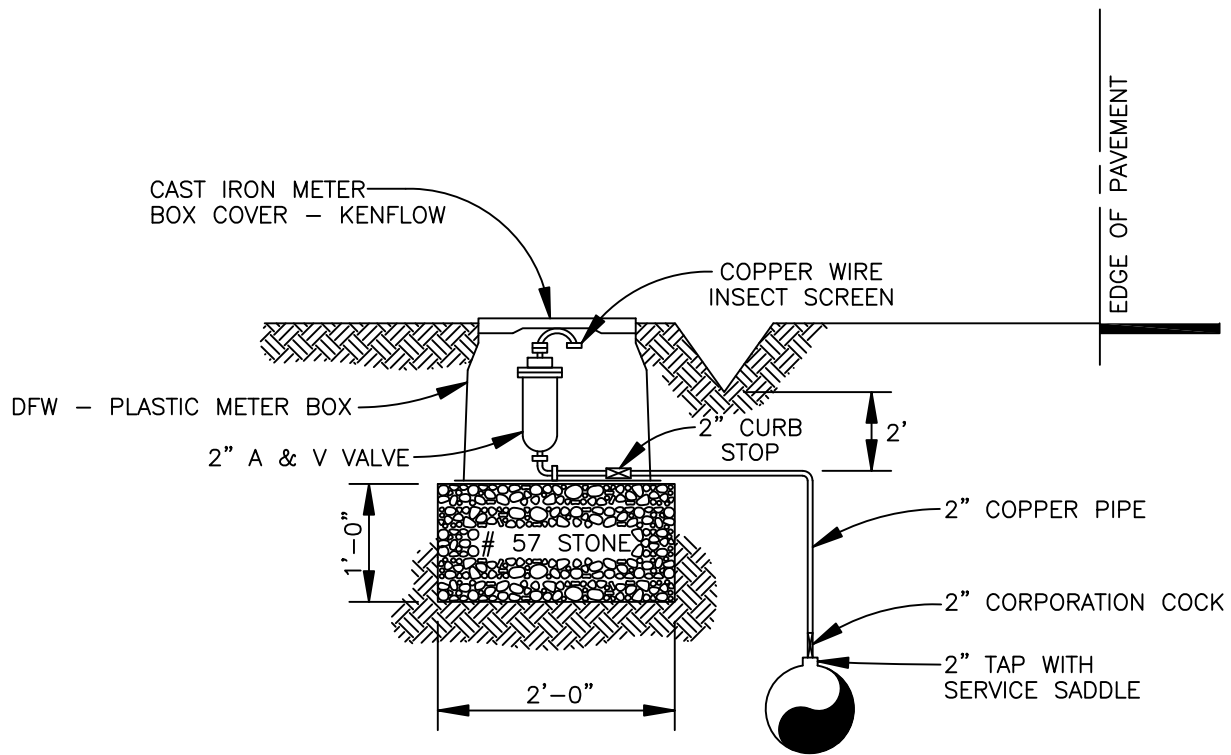
507.8 **Maintenance until Final Acceptance:** It shall be the developer's obligation to provide all maintenance for an 18-month period after acceptance of the project by the City of Villa Rica. At the end of the 18-month maintenance period the City shall inspect the water system, and upon correction by the developer of all deficiencies noted by the City, the City will accept the water system for maintenance.



NOTES:

1. HYDRANT NOZZLE TO FACE STREET
2. VALVE BOX TO BE ADJUSTED TO GRADE
3. CONCRETE COLLAR AROUND VALVE BOX IF NOT IN PAVED AREA
4. GRAVEL TO BE PLACED AROUND HYDRANT DRAIN, MINIMUM DIMENSIONS 2' x 2' x 2.25'

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	TYPICAL FIRE HYDRANT INSTALLATION CONSTRUCTION STANDARD	DATE:	JAN. 2018	STANDARD NO. 5.8.01
		APPROVED:		



TYPICAL WATER AIR & VACUUM RELEASE VALVE ASSEMBLY

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

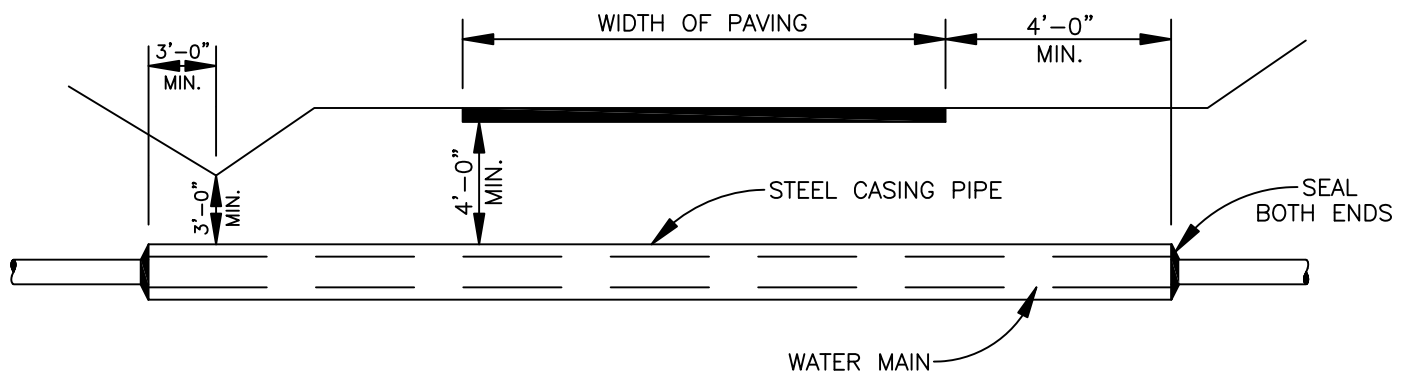
**WATER A & V
RELEASE VALVE
ASSEMBLY**
CONSTRUCTION STANDARD

DATE: SEPT. 2018

APPROVED:

STANDARD
NO.

5.8.02



NOTES:

1. CASING PIPE SHALL EXTEND A MINIMUM OF 3' BEYOND TOE OF FILL SLOPES OR DITCH LINES AND 4' BEYOND EDGE OF PAVEMENT AND BACK OF CURB.
2. CASING SPACERS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
3. MUST OBTAIN PERMIT FROM PUBLIC WORKS PRIOR TO BORING EXISTING ROAD.

TYPICAL ROAD
CROSSING DETAIL

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

**TYPICAL ROAD
CROSSING**

CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

5.8.03

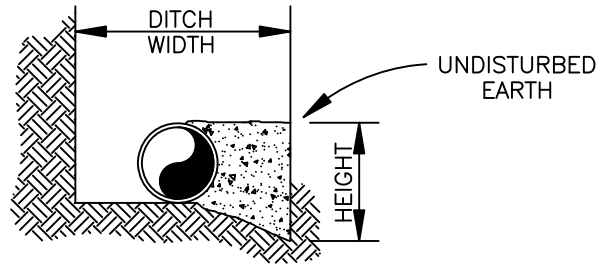
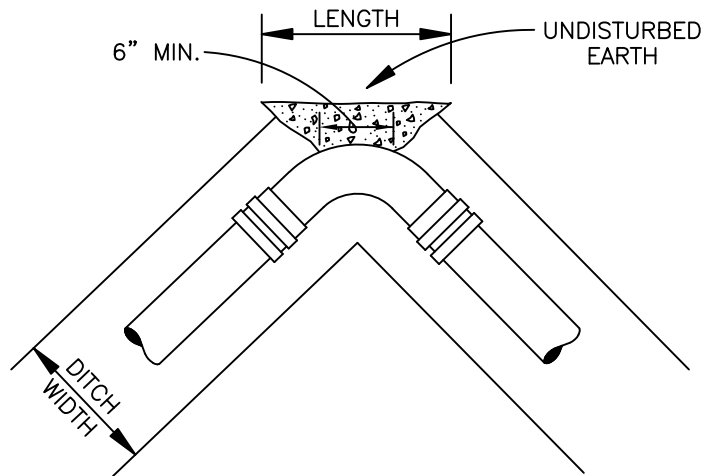


TABLE FOR CONCRETE BLOCKING
(16" PIPE, 200 PSI TEST PRESSURE)

<u>FITTING</u>	<u>MINIMUM BEARING AREA</u> <u>LENGTH x HEIGHT</u>
11 1/4° BEND	2' x 2'
22 1/2° BEND	2' x 3'
45° BEND	3' x 4'
90° BEND	6' x 4'
TEE	4' x 4'
DEAD END	4' x 4'

FOR SMALLER PIPE, THE ABOVE BLOCKING BEARING AREA CAN BE MULTIPLIED BY REDUCTION FACTORS SHOWN BELOW; HOWEVER, THE LEAST DIMENSION IS TO BE NOT LESS THAN 1 FOOT.

<u>PIPE SIZE</u>	<u>REDUCTION FACTOR</u>
12"	0.58
10"	0.41
8"	0.27
6"	0.16

NOTE:

SOIL BEARING STRENGTH OF 2500 PSI IS ASSUMED IN THE CALCULATIONS ABOVE.

CONCRETE BLOCKING

CITY OF
VILLA RICA

WATER & SEWER DEPARTMENT

CONCRETE
BLOCKING DETAIL

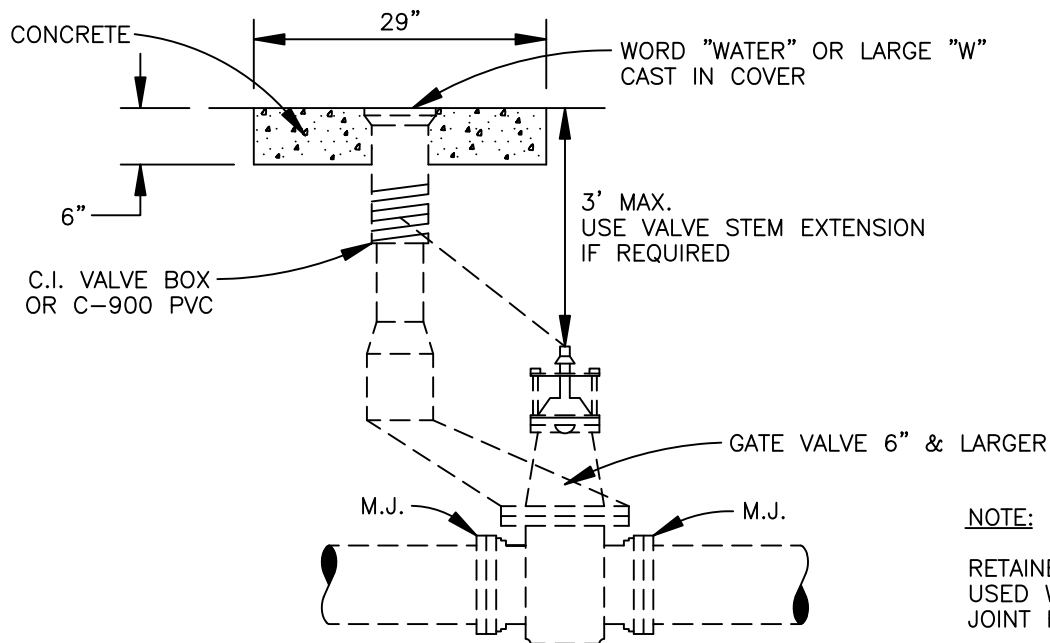
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

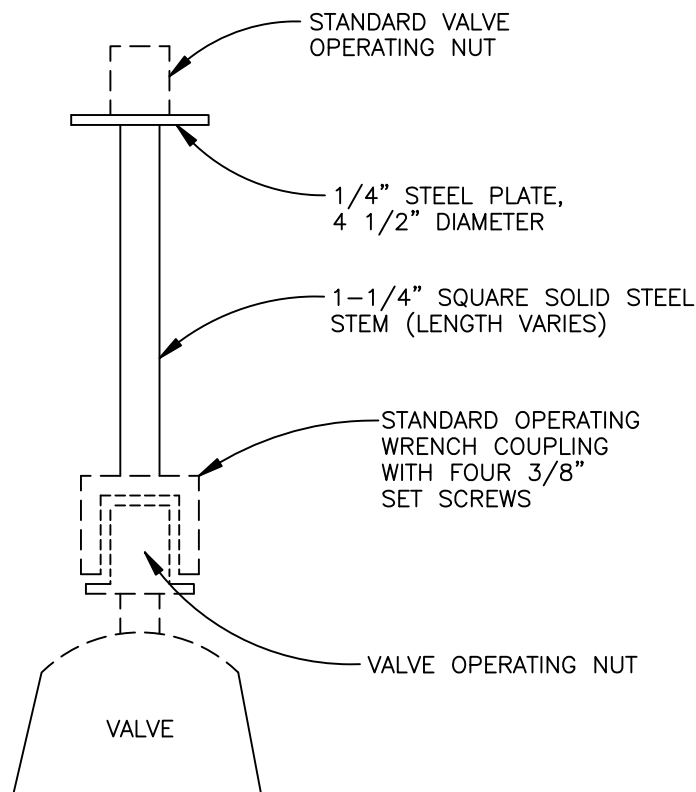
5.8.04



TYPICAL VALVE INSTALLATION

NOTES:

1. TOP OF EXTENSION SHALL BE NO MORE THAN TWO FEET BELOW FINAL GRADE.
2. CONTRACTOR IS RESPONSIBLE FOR IN FIELD MEASUREMENT OF DEPTH OF PIPE COVER TO DETERMINE NEED FOR VALVE STEM EXTENSION.



VALVE STEM EXTENSION DETAIL

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

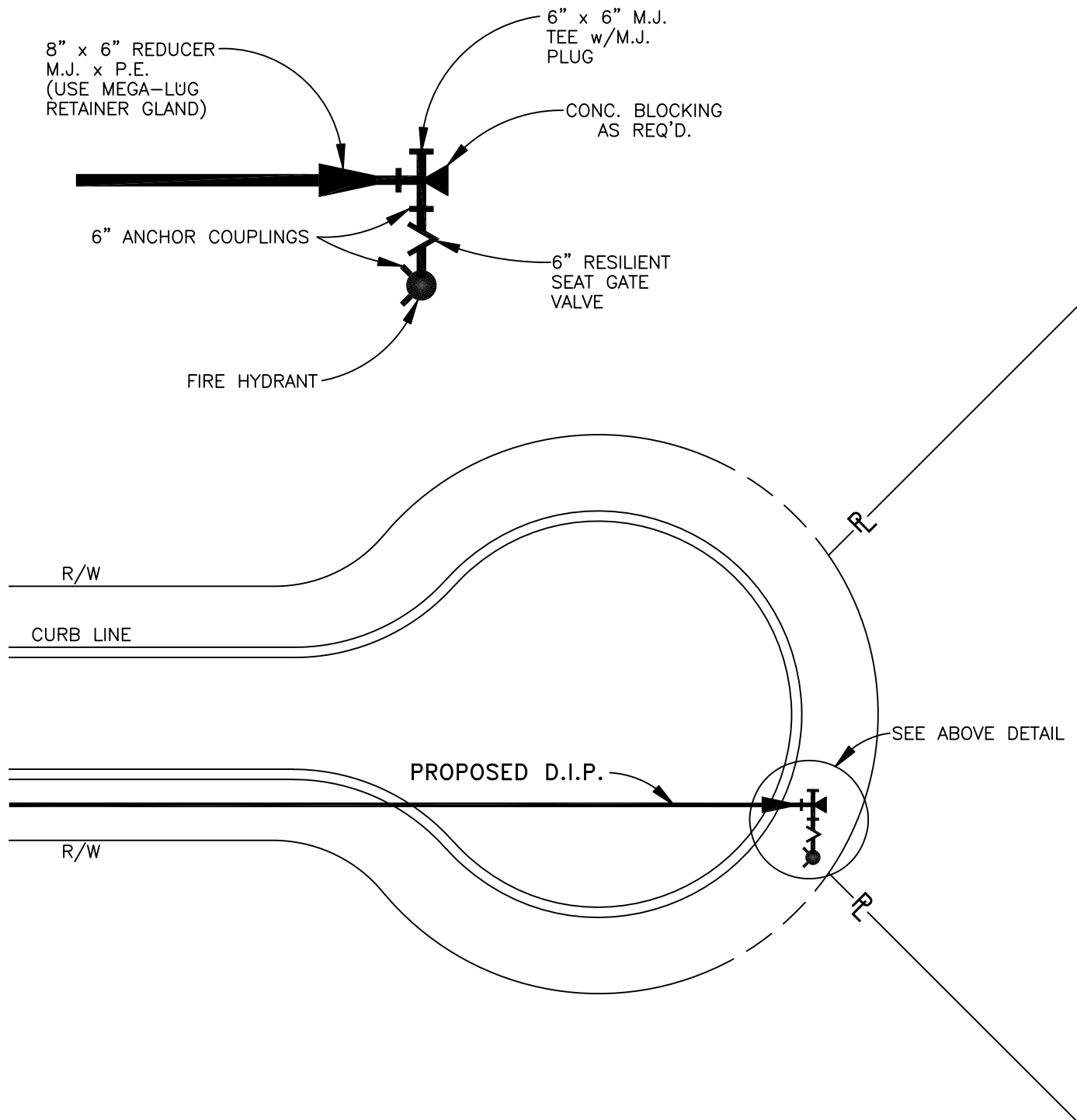
**TYPICAL
VALVE
INSTALLATION**
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

5.8.05



WATERMAIN AT CUL-DE-SAC

NOTE:

ALIGN FIRE HYDRANT WITH PROPERTY LINE.
CONSTRUCT WITH MAXIMUM DISTANCE OF 8' FROM
BACK OF CURB TO BACK OF HYDRANT AND BACK OF
CURB TO BACK OF CONCRETE BLOCKING.

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

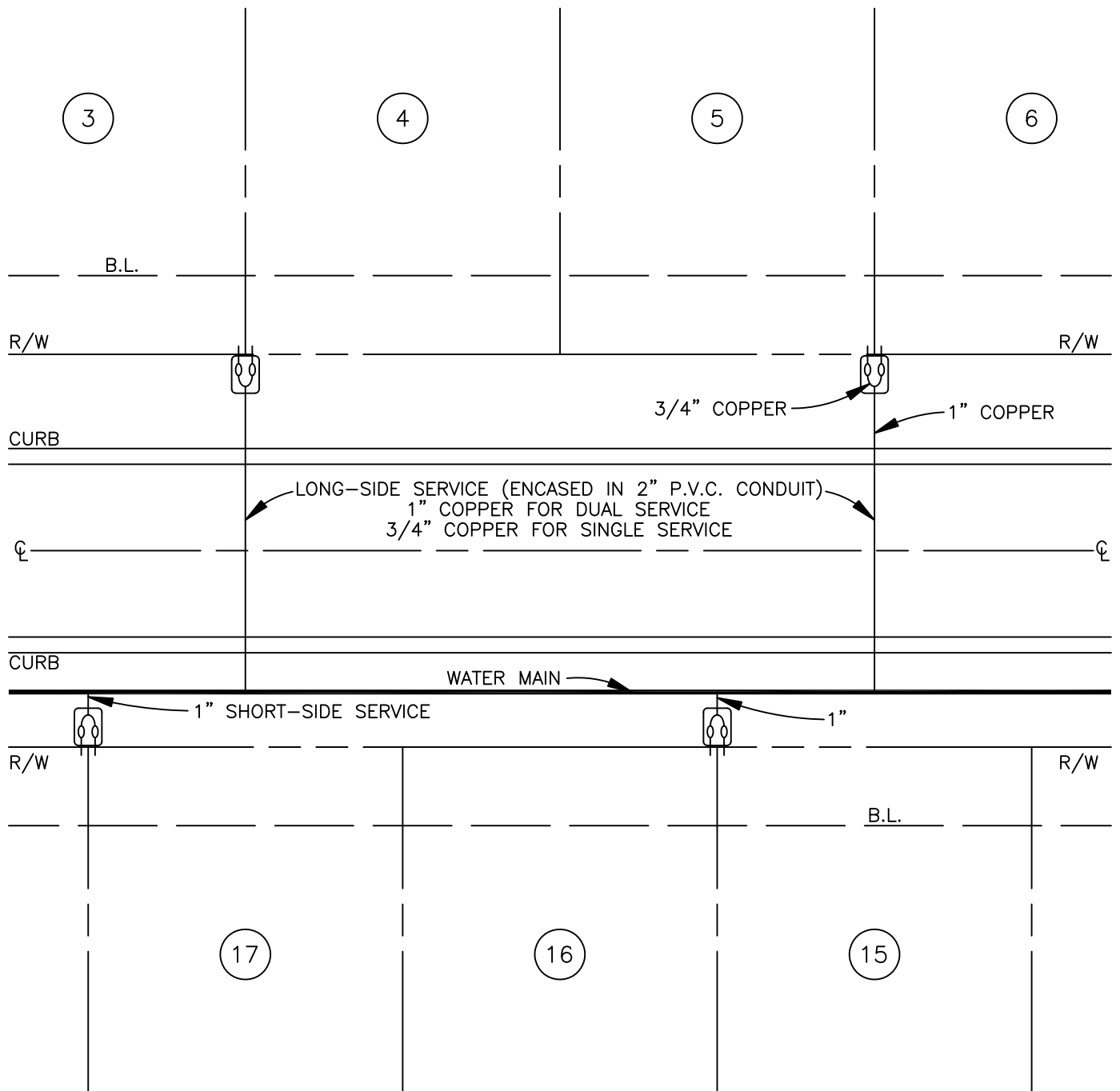
**TYPICAL
WATERMAIN
AT CUL-DE-SAC**
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

5.8.06



NOTE:

METERS TO BE INSTALLED AT PROPERTY LINES WHENEVER FEASIBLE

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

**3/4" WATER
METER LOCATION
(FOR SUBDIVISIONS)
CONSTRUCTION STANDARD**

DATE: SEPT. 2018

APPROVED:

STANDARD
NO.

5.8.07

MATERIAL FOR 3/4" WATER TAP

- 1 - TAPPING SADDLE - FORD F202 WITH 3/4" CC THREADS
- 1 - 3/4" CORPORATION STOP - FORD F1000 3/4"
- 1 - 3/4" YOKE (TO INCLUDE:
 - 1 - IRON BAR FORD Y502P
 - 1 - 1 BALL VALVE FORD B94-223WR
 - 1 - CHECK VALVE FORD HHS91-323 DUAL)
- 2 - 3/4" x 12" GALVANIZED STAKES
- 1 - PLASTIC METER BOX - DFW (11" x 17 1/2" @ TOP)
- 1 - CAST IRON METER BOX LID - KENFLOW
- 3/4" COPPER TUBING, TYPE 'K', SOFT TEMPER, SEAMLESS
FEDERAL SPECIFICATION WW-T-T00

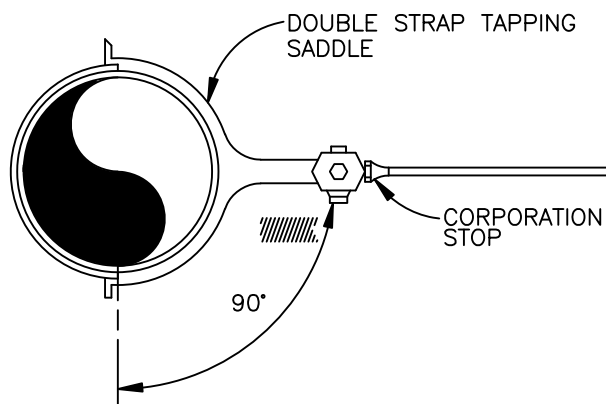
MATERIAL FOR 3/4" DUAL WATER TAP

- 1 - TAPPING SADDLE - FORD F202 WITH 1" CC THREADS
- 1 - 1" CORPORATION STOP - FORD F1000 1"
- 1 - 1" x 3/4" x 7 1/2" BRANCH PIECE
- 1" INLET x 3/4" MIP OUTLET - FORD U48-43-7 1/2
- 2 - 3/4" YOKES (TO INCLUDE:
 - 2 - IRON BARS - FORD Y502P
 - 2 - 1 BALL VALVES - FORD B94-223WR
 - 2 - CHECK VALVES - FORD HHS91-323 DUAL)
- 4 - 3/4" x 12" GALVANIZED STAKES
- 1 - PLASTIC METER BOX - DFW (11" x 17 1/2" @ TOP)
- 1 - CAST IRON METER BOX LID - KENFLOW
- 1" COPPER TUBING, TYPE 'K', SOFT TEMPER, SEAMLESS
FEDERAL SPECIFICATION WW-T-T00

NOTE: MUELLER BRASS IS ACCEPTABLE

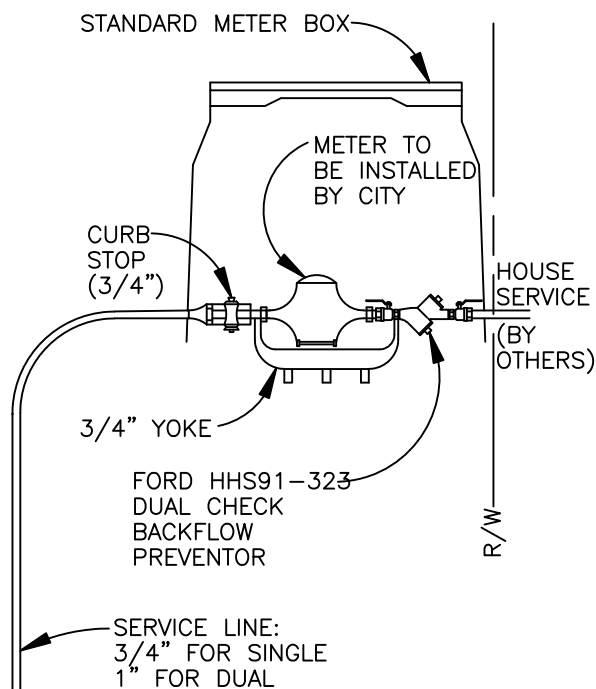
P.V.C. CASING PIPE

P.V.C. CASING PIPE USED FOR LONG-SIDE SERVICES SHALL BE SCHEDULE 40, A MINIMUM OF 1" LARGER IN DIAMETER THAN THE SERVICE LINE, BUT NO LESS THAN 2" IN DIAMETER.

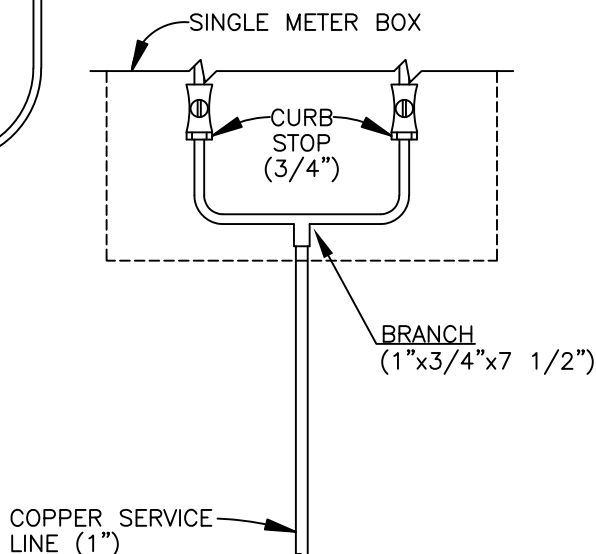


NOTE:

- 1. NO POWER TRANSFORMER, POWER POLE, PHONE, OR CABLE BOX SHALL BE LOCATED ON THE SAME LOT CORNER AS A WATER SERVICE.



SECTION



PLAN (DUAL INSTALLATION)

RESIDENTIAL WATER METER INSTALLATION

CITY OF
VILLA RICA

WATER & SEWER DEPARTMENT

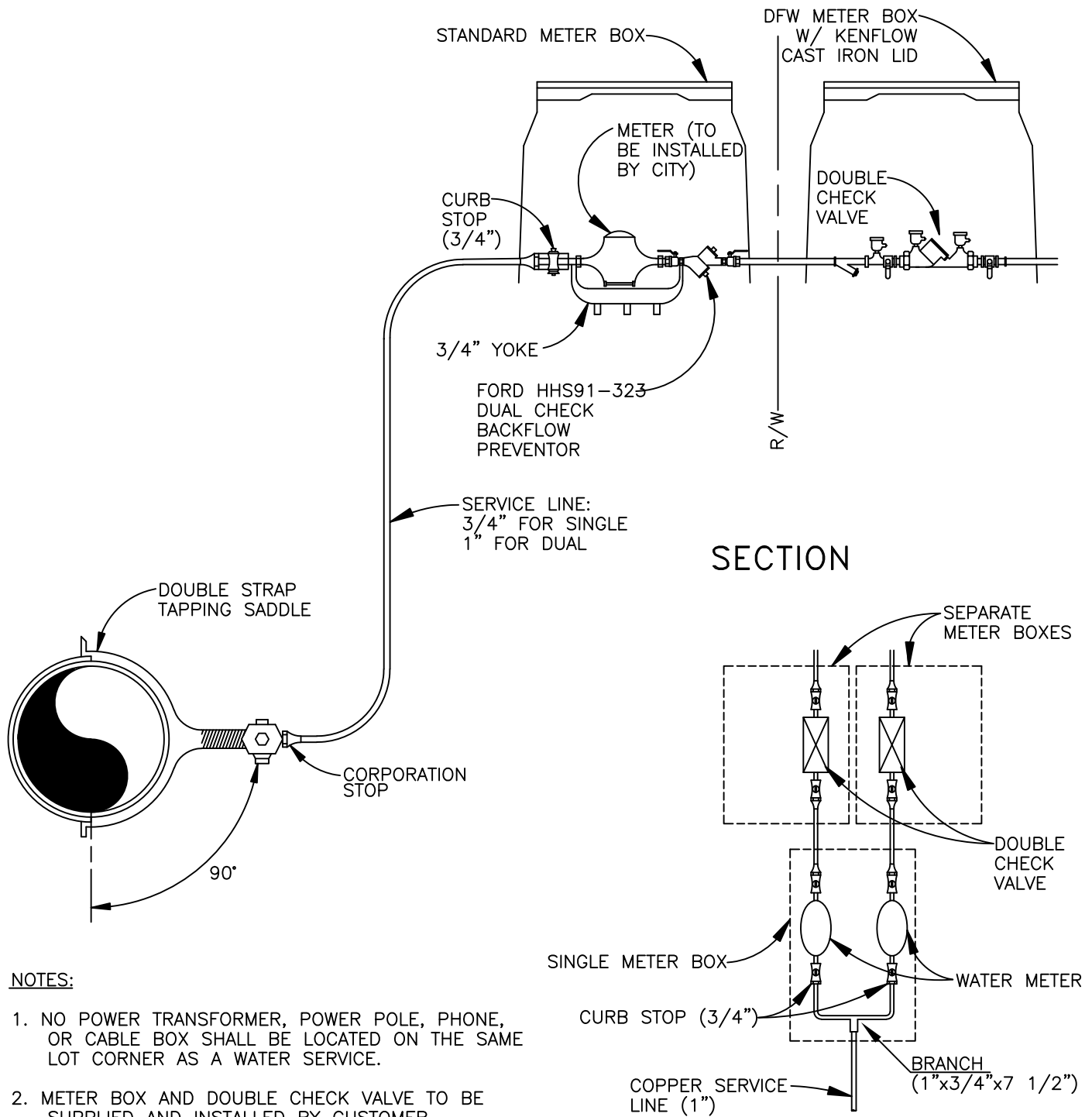
RESIDENTIAL
WATER METER
INSTALLATION
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

5.8.08



SECTION

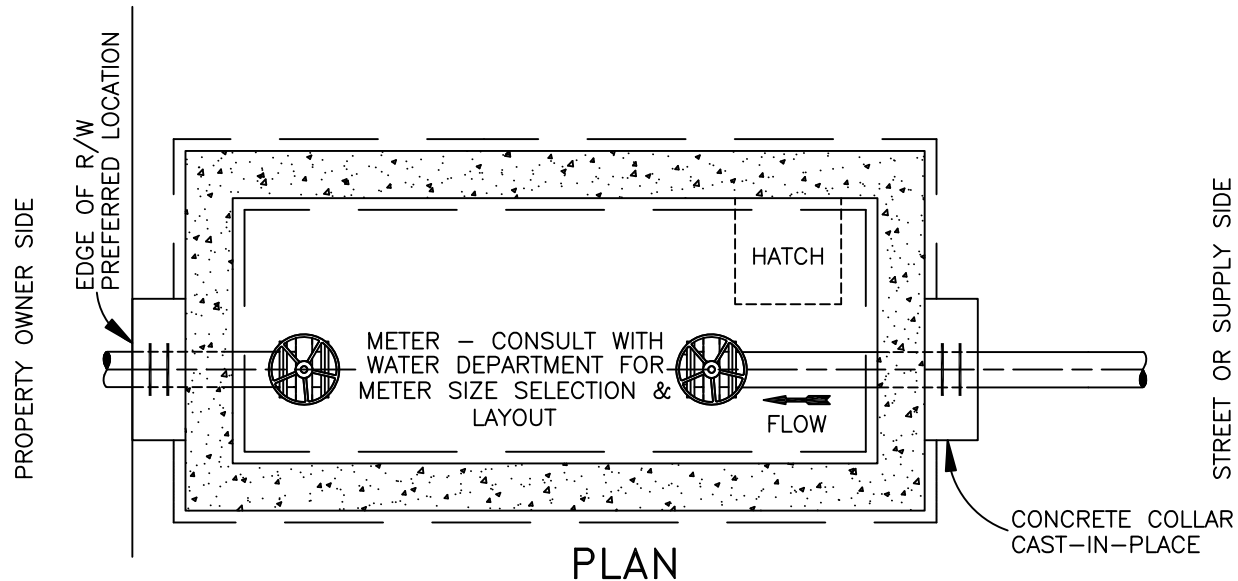
PLAN (DUAL INSTALLATION)

NOTES:

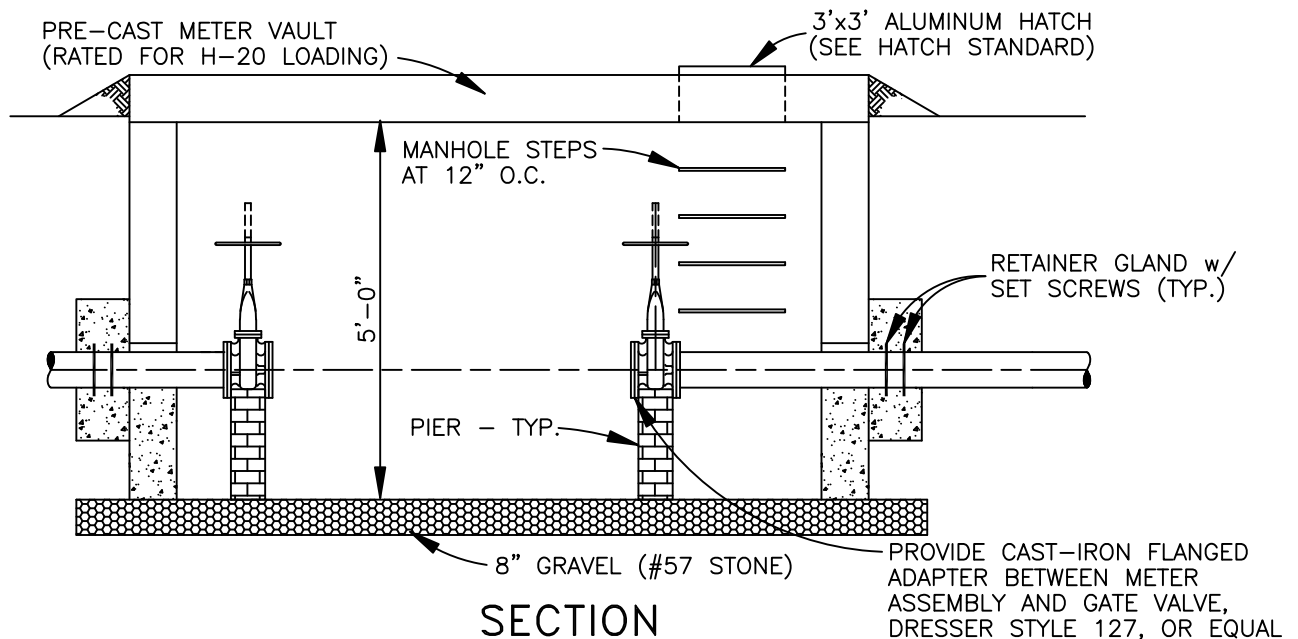
1. NO POWER TRANSFORMER, POWER POLE, PHONE, OR CABLE BOX SHALL BE LOCATED ON THE SAME LOT CORNER AS A WATER SERVICE.
2. METER BOX AND DOUBLE CHECK VALVE TO BE SUPPLIED AND INSTALLED BY CUSTOMER.
3. SEE RESIDENTIAL DETAIL (5.8.08) FOR MATERIAL LIST.
4. CONTACT CITY WATER DEPARTMENT BACKFLOW PREVENTION PROGRAM COORDINATOR.

INDUSTRIAL/COMMERCIAL 3/4" WATER METER INSTALLATION

CITY OF VILLA RICA WATER & SEWER DEPARTMENT	INDUSTRIAL/COMMERCIAL 3/4" WATER METER INSTALLATION CONSTRUCTION STANDARD	DATE:	JAN. 2018	STANDARD NO. 5.8.09
		APPROVED:		



PLAN



SECTION

NOTES:

1. BOXES EXCEEDING 5' IN DEPTH MUST BE APPROVED BY THE CITY.
2. WHEN METER BOX CANNOT BE LOCATED ENTIRELY ON R/W, A PERMANENT EASEMENT SHALL BE OBTAINED TO PREVENT FENCES OR OTHER OBSTRUCTIONS FROM BEING ERECTED AROUND THE METER BOX.
3. COVER OPENING & STEPS TO BE PLACED NEAREST THE METER REGISTER.
4. THE METER MUST BE INSTALLED WITH AT LEAST 8 DIAMETERS OF STRAIGHT PIPE SAME SIZE AS METER ON THE INLET SIDE TO PERMIT ON-SITE MAINTENANCE AND CALIBRATION.
5. THESE BOXES ARE NOT TO BE INSTALLED IN TRAFFIC AREAS WITHOUT PRIOR PERMISSION FROM THE CITY.
6. DOUBLE CHECK BACK FLOW PREVENTION REQUIRED ON PROPERTY OWNER'S SIDE OF METER. LOCATION SHALL BE APPROVED BY THE CITY.
7. ALL VALVES AND FITTINGS INSIDE THE VAULT SHALL BE FLANGED.
8. ALL FITTINGS OUTSIDE THE VAULT SHALL BE MECHANICAL JOINT WITH RETAINER GLANDS.

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

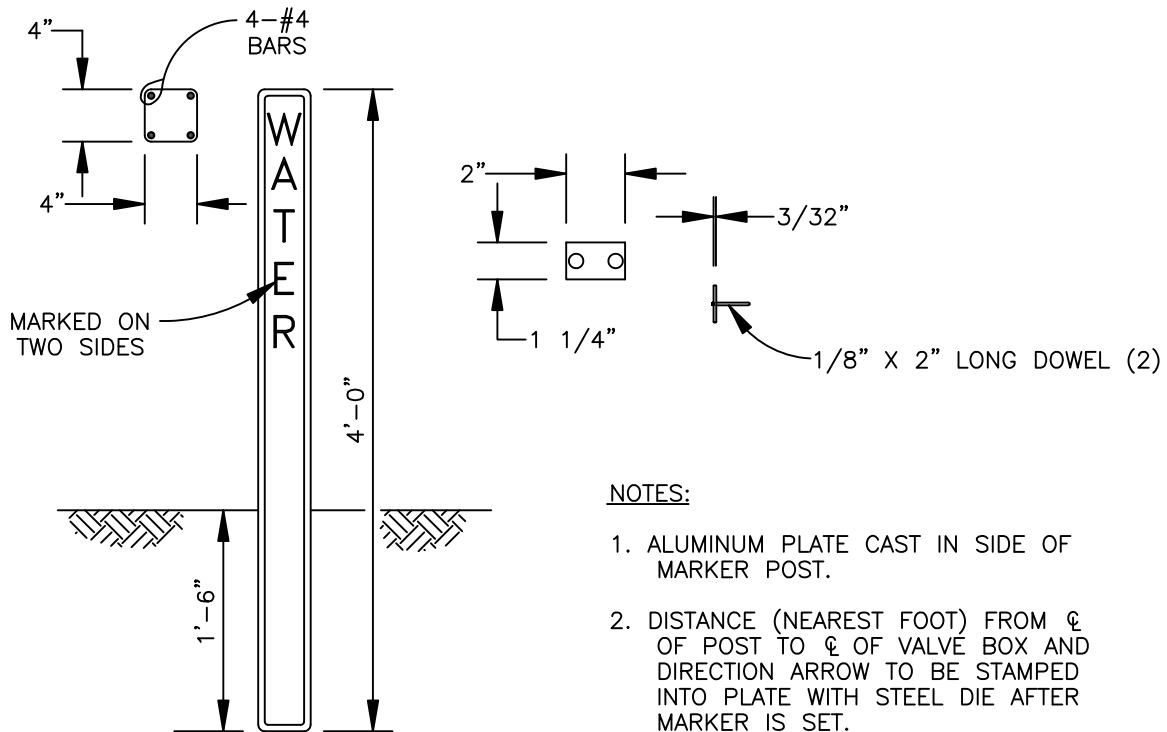
**TYPICAL LARGE
METER & VAULT
INSTALLATION**
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

5.8.10



DETAIL OF CONCRETE VALVE MARKER

**CITY OF
VILLA RICA**

WATER & SEWER DEPARTMENT

**CONCRETE
VALVE
MARKER**

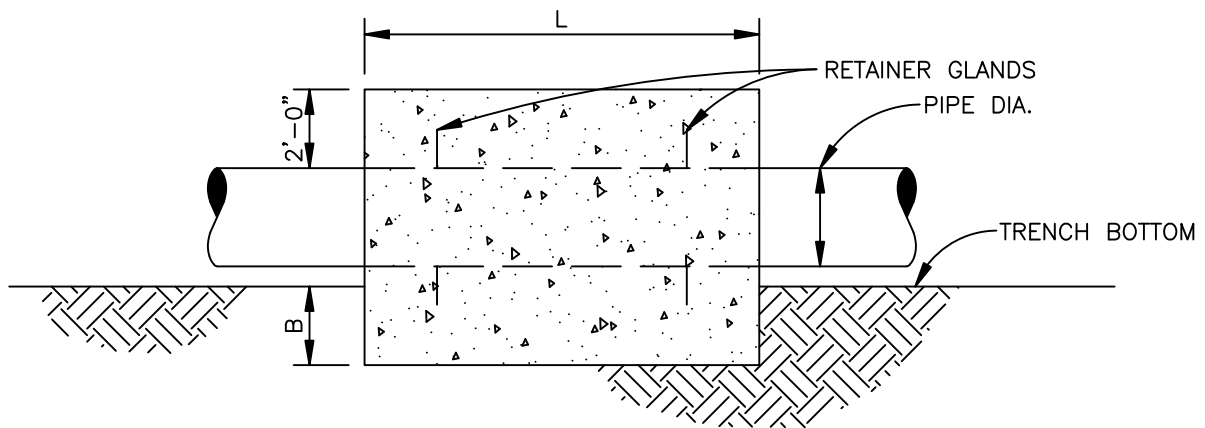
CONSTRUCTION STANDARD

DATE: JAN. 2018

APPROVED:

STANDARD
NO.

5.8.11



PROFILE VIEW

CONCRETE COLLAR
WIDTH=WIDTH OF DITCH

PIPE DIA.	L	B
8"	4'	1'
10"	4'	1'
12"	5'	1'
16"	6'	2'

CONCRETE THRUST COLLAR

CITY OF
VILLA RICA

WATER & SEWER DEPARTMENT

CONCRETE
THRUST
COLLAR
CONSTRUCTION STANDARD

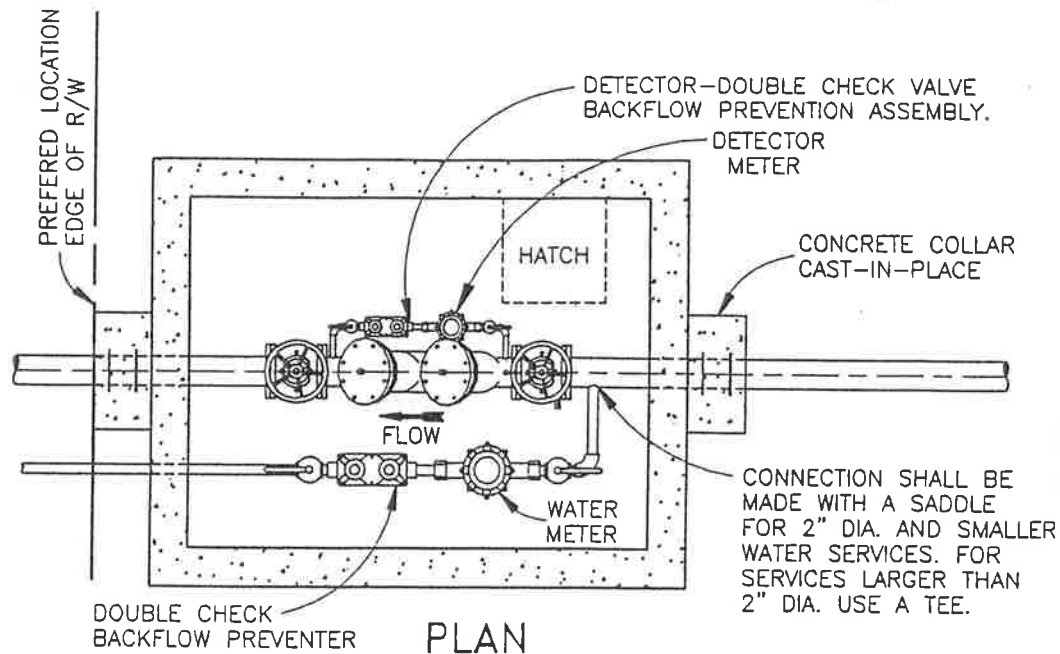
DATE: JAN. 2018

APPROVED:

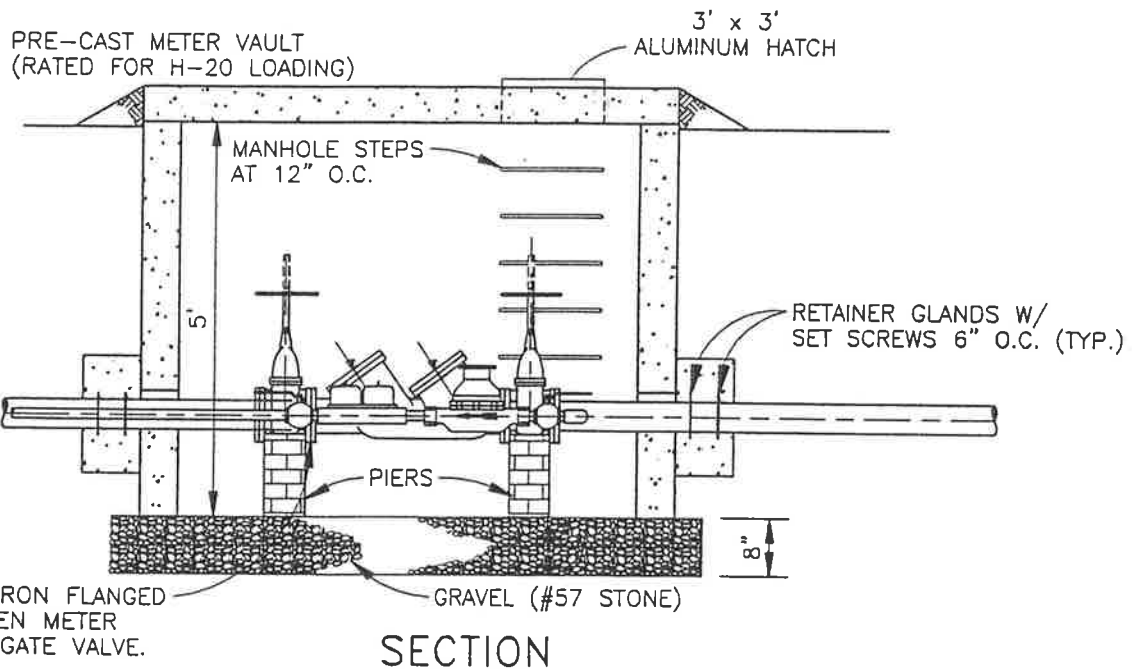
STANDARD
NO.

5.8.12

PROPERTY OWNER SIDE



STREET OR SUPPLY SIDE



NOTES:

1. BOXES EXCEEDING 5' IN DEPTH MUST BE APPROVED BY THE CITY
2. WHEN METER BOX CANNOT BE LOCATED ENTIRELY ON R/W, A PERMANENT EASEMENT SHALL BE OBTAINED TO PREVENT FENCES OR OTHER OBSTRUCTION FROM BEING ERRECTED AROUND THE METER BOX.
3. COVER OPENING & STEPS TO BE PLACED NEAREST THE METER REGISTER.
4. THESE BOXES ARE NOT TO BE INSTALLED IN TRAFFIC AREAS WITHOUT PRIOR PERMISSION FROM THE CITY
5. ALL VALVES AND FITTINGS INSIDE THE VAULT SHALL BE FLANGED.
6. REDUCED PRESSURE DETECTOR ASSEMBLY (RPDA) REQUIRED WHEN THE DANGER FROM BACKFLOW PRESENTS A HEALTH HAZARD. ALL RPDA's SHALL BE INSTALLED IN VAULTS SET ABOVE THE GROUND WITH DRAINS.

CITY OF
VILLA RICA,
GEORGIA

DETECTOR/WATER
METERS AND
VAULT
CONSTRUCTION STANDARD

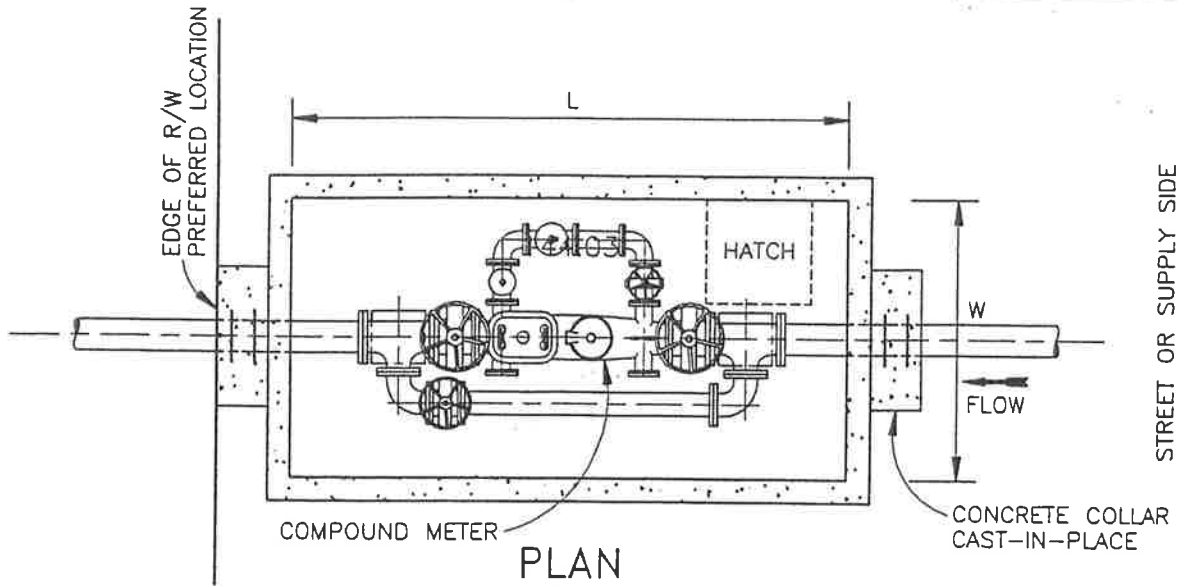
DATE:

APPROVED:

STANDARD
NO.

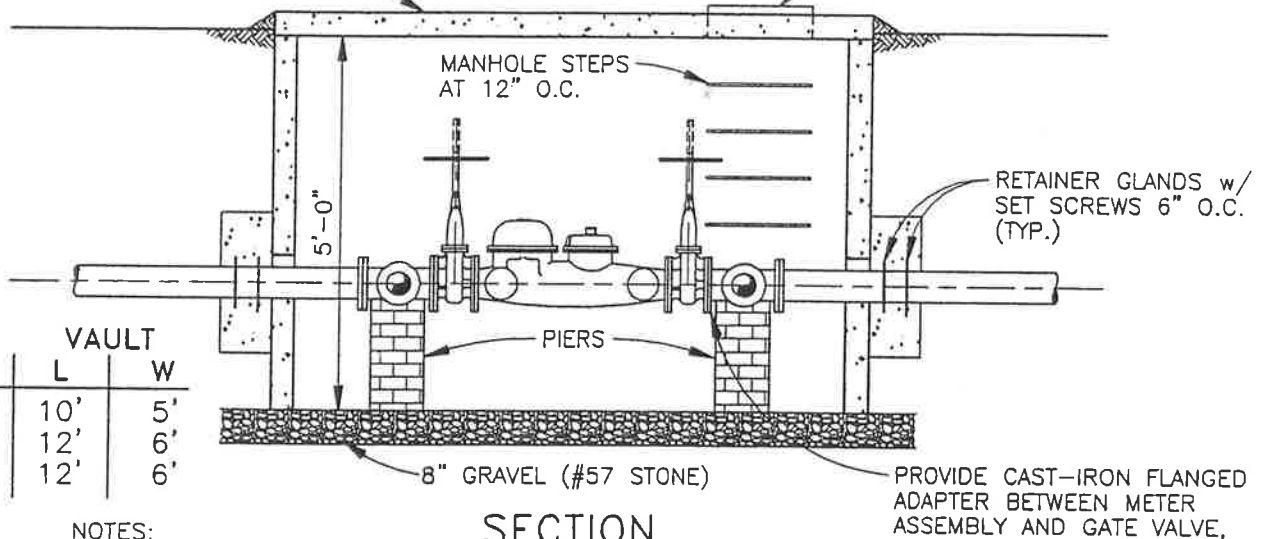
5.8.14

PROPERTY OWNER SIDE



PRE-CAST METEER VAULT
(RATED FOR H-20 LOADING)

3' x 3'
ALUMINUM HATCH



METER SIZE	VAULT	
	L	W
4" x 2"	10'	5'
6" x 3"	12'	6'
8" x 4"	12'	6'

NOTES:

SECTION

- BOXES EXCEEDING 5' IN DEPTH MUST BE APPROVED BY THE CITY
- WHEN METER BOX CANNOT BE LOCATED ENTIRELY ON R/W, A PERMANENT EASEMENT SHALL BE OBTAINED TO PREVENT FENCES OR OTHER OBSTRUCTIONS FROM BEING ERRECTED AROUND THE METER BOX.
- COVER OPENING & STEPS TO BE PLACED NEAREST THE METER REGISTER.
- BYPASS REQUIRED (WITH VALVES).
- THE METER MUST BE INSTALLED WITH AT LEAST 8 DIAMETERS OF STRAIGHT PIPE SAME SIZE AS METER ON THE INLET SIDE TO PERMIT ON-SITE MAINTENANCE AND CALIBRATION. AN INLET AND OUTLET GATE VALVE WITH BYPASS LINE ARE REQUIRED (SEE ILLUSTRATION).
- THESE BOXES ARE NOT TO BE INSTALLED IN TRAFFIC AREAS WITHOUT PRIOR PERMISSION FROM THE CITY
- DOUBLE CHECK BACK FLOW PREVENTION REQUIRED ON PROPERTY OWNER'S SIDE OF METER. LOCATION SHALL BE APPROVED BY THE CITY
- ALL VALVES AND FITTINGS INSIDE THE VAULT SHALL BE FLANGED.
- ALL FITTINGS OUTSIDE THE VAULT SHALL BE MECHANICAL JOINT WITH RETAINER GLANDS.
- ALL METERS SHALL COME EQUIPPED WITH A TOUCHREAD OR TOUCHLESS SENSOR COMPATIBLE WITH THE CITY'S METER READING EQUIPMENT.
- FOR COMPOUND METERS 4" AND SMALLER, THE BYPASS SHALL BE INSTALLED INSIDE THE VAULT. FOR METERS 6" AND LARGER, THE BYPASS MAY BE INSTALLED OUTSIDE OF THE VAULT.

CITY OF
VILLA RICA,
GEORGIA

COMPOUND
METERS AND
VAULT
CONSTRUCTION STANDARD

DATE:

APPROVED:

STANDARD
NO.

5.8.13

Table of Contents

600.	FLOODPLAIN MANAGEMENT / FLOOD HAZARD PREVENTION	600-1
601.	General Provisions.....	600-2
601.1	Purpose and Intent.....	600-2
601.2	Applicability	600-2
601.3	Designation of City of Villa Rica.....	600-2
601.4	Basis for Area of Special Flood Hazard	600-3
601.5	Compatibility with Other Regulations	600-4
601.6	Severability	600-4
601.7	Warning and Disclaimer of Liability	600-4
602.	Definitions	600-5
603.	Permit Procedures and Requirements	600-10
603.1	Permit Application Requirements.....	600-10
603.2	Floodplain Management Plan Requirements	600-11
603.3	Construction stage Submittal Requirements	600-12
603.4	Duties and Responsibilities of the Administrator	600-13
604.	Standards for Development.....	600-14
604.1	Definition of Floodplain Boundaries	600-14
604.2	Definition of Floodway Boundaries.....	600-14
604.3	General Standards.....	600-14

SECTION 600 FLOODPLAIN MANAGEMENT /
FLOOD HAZARD PREVENTION

604.4	Engineering Study requirements for Floodplain Encroachments	600-15
604.5	Floodway Encroachments.....	600-16
604.6	Maintenance Requirements.....	600-17
605.	Provisions for Flood Damage Reduction	600-17
605.1	General Standards	600-17
605.2	Building Standards for Structures and Buildings within the Future-Conditions Floodplain	600-19
605.3	Building Standards for Structures and Buildings Authorized Adjacent to the Future- Conditions Floodplain	600-21
605.4	Building Standards for Residential Single- Lot Developments on Streams without Established Base Flood Elevations and/or Floodway (A-Zones)	600-22
605.5	Building Standards for Areas of Shallow Flooding (AO-Zones)	600-22
605.6	Standards for Subdivisions	600-23
606.	Variance Procedures	600-24
607.	Violations, Enforcement and Penalties	600-26
607.1	Notice of Violation.....	600-26
607.2	Penalties.....	600-27

**600. FLOODPLAIN MANAGEMENT / FLOOD DAMAGE PREVENTION
ORDINANCE**

Introduction

It is hereby determined that:

The flood hazard areas of the City of Villa Rica are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

Flood hazard areas can serve important stormwater management, water quality, stream bank protection, stream corridor protection, wetland preservation and ecological purposes when permanently protected as undisturbed or minimally disturbed areas.

Effective floodplain management and flood hazard protection activities can (1) Protect human life and health; (2) Minimize damage to private property; (3) Minimize damage to public facilities and infrastructure such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains; and (4) Minimize expenditure of public money for costly flood control projects associated with flooding and generally undertaken at the expense of the general public.

Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Villa Rica does ordain this ordinance and establishes this set of floodplain management and flood hazard reduction policies for the purpose of regulating the use of flood hazard areas. It is determined that the regulation of flood hazard areas and the prevention of flood damage are in the public interest and will minimize threats to public health and safety, as well as to private and public property.

601. **General Provisions**

601.1 **Purpose and Intent**

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for water quality protection, stream bank and stream corridor protection, wetlands preservation and ecological and environmental protection by provisions designed to:

1. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
2. Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;
3. Control filling, grading, dredging and other development which may increase flood damage or erosion;
4. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
5. Limit the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters; and,
6. Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation and ecological functions of natural floodplain areas.

601.2 **Applicability**

This ordinance shall be applicable to all Areas of Special Flood Hazard within the City of Villa Rica.

601.3 **Designation of City of Villa Rica**

The Villa Rica Department of Public Works is hereby appointed to administer and implement the provisions of this ordinance.

601.4 Basis for Area of Special Flood Hazard – Flood Area Maps and Studies

For the purposes of this ordinance, the following are adopted by reference:

1. The Flood Insurance Study (FIS), dated November 8, 1999, with accompanying maps and other supporting data and any revision thereto including but not limited to the October 1978 maps on file are hereby adopted by reference.
2. Other studies which may be relied upon for the establishment of the base flood elevation or delineation of the 100-year floodplain and flood-prone areas include:
 - a. Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey or any other local, State or Federal agency applicable to the City of Villa Rica; or
 - b. Any base flood study authored by a registered professional engineer in the State of Georgia which has been prepared by FEMA approved methodology and approved by the City of Villa Rica.
3. Other studies which may be relied upon for the establishment of the future-conditions flood elevation or delineation of the future-conditions floodplain and flood-prone areas include:
 - a. Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey, or any other local, State or Federal agency applicable to the City of Villa Rica; or
 - b. Any future-conditions flood study authored by a registered professional engineer in the State of Georgia which has been prepared by FEMA approved methodology approved by the City of Villa Rica.
4. The repository for public inspection of the FIS, accompanying maps and other supporting data is located with the City of Villa Rica.

601.5 Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, statute, easement, covenant, deed restriction or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or impose higher protective standards for human health or the environment shall control.

601.6 Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

601.7 Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Villa Rica or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made there under.

602. **Definitions**

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered New Construction.

Appeal means a request for a review of the City of Villa Rica's interpretation of any provision of this ordinance.

Area of Shallow Flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of Special Flood Hazard is the land subject to a one percent or greater chance of flooding in any given year. This includes all floodplain and flood prone areas at or below the base flood elevation (including A, A1-30, A-99, AE, AO, AH, and AR on the FHBM or the FIRM), all floodplain and flood prone areas at or below the future-conditions flood elevation, and all other flood prone areas as referenced in this Definition Section. All streams with a drainage area of 100 acres or greater shall have the area of special flood hazard delineated.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

Base Flood Elevation means the highest water surface elevation anticipated at any given point during the base flood.

Basement means that portion of a building having its floor subgrade (below ground level) on all sides.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Development means any man-made change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, clearing, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials.

Elevated Building means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately

anchored so as not to impair the structural integrity of the building during a base flood event.

Existing Construction Any structure for which the "start of construction" commenced before the City of Villa Rica floodplain ordinance.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the City of Villa Rica floodplain ordinance.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

FEMA means the Federal Emergency Management Agency.

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) the overflow of inland or tidal waters; or
- (b) the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map or FHBM means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been defined as Zone A.

Flood Insurance Rate Map or FIRM means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study or FIS means the official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.

Floodplain means any land area susceptible to flooding.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway or Regulatory Floodway means the channel of a stream or other watercourse and the adjacent areas of the floodplain which is necessary to contain and discharge the base flood flow without cumulatively increasing the base flood elevation more than one foot.

Functionally Dependent Use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water.

Future Conditions Flood means the flood having a one percent chance of being equaled or exceeded in any given year based on future-conditions hydrology. Also known as the 100-year future-conditions flood.

Future-conditions Flood Elevation means the flood standard equal to or higher than the Base Flood Elevation. The Future-conditions Flood Elevation is defined as the highest water surface anticipated at any given point during the future-conditions flood.

Future-conditions Floodplain means any land area susceptible to flooding by the future-conditions flood.

Future-conditions Hydrology means the flood discharges associated with projected land-use conditions based on a community's zoning map, comprehensive land-use plans, and/or watershed study projections, and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Highest Adjacent Grade means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed foundation of a building.

Historic Structure means any structure that is;

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:

1. By an approved state program as determined by the Secretary of the Interior, or
2. Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured Home means a building, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term includes any structure commonly referred to as a "mobile home" regardless of the date of manufacture. The term also includes parked trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance the term is synonymous with National Geodetic Vertical Datum (NGVD) and/or the North American Vertical Datum (NAVD) of 1988.

National Geodetic Vertical Datum (NGVD) as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New Construction means any structure (see definition) for which the "start of construction" commenced after the City of Villa Rica floodplain ordinance and includes any subsequent improvements to the structure.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the City of Villa Rica floodplain ordinance.

North American Vertical Datum (NAVD) of 1988 is a vertical control used as a reference for establishing varying elevations within the floodplain.

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Permit means the permit issued by the City of Villa Rica to the applicant which is required prior to undertaking any development activity.

Recreational Vehicle means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by light duty truck; and,
- (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Site means the parcel of land being developed, or the portion thereof on which the development project is located.

Start of Construction means the date the permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are not exempt from any ordinance requirements). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or

exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any combination of repairs, reconstruction, alteration, or improvements to a building, taking place during a 10-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure prior to the improvement. The market value of the building means (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage" regardless of the actual amount of repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include those improvements of a building required to comply with existing health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, which have been pre-identified by the City of Villa Rica, and not solely triggered by an improvement or repair project.

Substantially Improved Existing Manufactured Home Park or Subdivision is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Variance is a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certificates, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

603. **Permit Procedures and Requirements**

603.1 **Permit Application Requirements**

No owner or developer shall perform any development activities on a site where an Area of Special Flood Hazard is located without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically excluded by this ordinance, any landowner or developer desiring a permit for a development activity shall submit to the

City of Villa Rica a permit application on a form provided by the City of Villa Rica for that purpose.

No permit will be approved for any development activities that do not meet the requirements, restrictions and criteria of this ordinance.

603.2 Floodplain Management Plan Requirements

An application for a development project with any Area of Special Flood Hazard located on the site will be required to include a floodplain management / flood damage prevention plan. This plan shall include the following items:

1. Site plan drawn to scale, which includes but is not limited to:
 - a. Existing and proposed elevations of the area in question and the nature, location and dimensions of existing and/or proposed structures, earthen fill placement, amount and location of excavation material, and storage of materials or equipment;
 - b. For all proposed structures, spot ground elevations at building corners and 20-foot contour intervals along the foundation footprint, or one-foot contour elevations throughout the building site;
 - c. Proposed locations of water supply, sanitary sewer, and utilities;
 - d. Proposed locations of drainage and stormwater management facilities;
 - e. Proposed grading plan;
 - f. Base flood elevations and future-conditions flood elevations;
 - g. Boundaries of the base flood floodplain and future-conditions floodplain;
 - h. If applicable, the location of the floodway; and
 - i. Certification of the above by a registered professional engineer or surveyor.
 - j. A local bench mark must be provided within the limits of the site.
2. Building and foundation design detail, including but not limited to:
 - a. Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
 - b. Elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
 - c. Certification that any proposed non-residential floodproofed structure meets the criteria in Section 605.2 (2);
 - d. For enclosures below the base flood elevation, location and total net area of foundation openings as required in Section 605.1 (5).
 - e. Design plans certified by a registered professional engineer or architect for all proposed structure(s).

3. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
4. Hard copies and digital files of computer models, if any, copies of work maps, comparison of pre-and post-development conditions base flood elevations, future-conditions flood elevations, flood protection elevations, Special Flood Hazard Areas and regulatory floodway widths, flood profiles and all other computations and other information similar to that presented in the FIS;
5. Copies of all applicable State and Federal permits necessary for proposed development; and
6. All appropriate certifications required under this ordinance.

The approved floodplain management / flood damage prevention plan shall contain certification by the applicant that all development activities will be done according to the plan or previously approved revisions. Any and all development permits and/or use and occupancy certificates or permits may be revoked at any time if the construction and development activities are not in strict accordance with approved plans.

603.3 Construction Stage Submittal Requirements

For all new construction and substantial improvements on sites with a floodplain management / flood damage prevention plan, the permit holder shall provide to the City of Villa Rica a certified as-built Elevation Certificate or Floodproofing Certificate for non-residential construction including the lowest floor elevation or flood-proofing level immediately after the lowest floor or flood-proofing is completed. A final Elevation Certificate shall be provided after completion of construction including final grading of the site. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same.

When flood-proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to approval of these certifications shall be at the permit holder's risk. The City of Villa Rica shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project.

603.4 Duties and Responsibilities of the Administrator

Duties of the City of Villa Rica shall include, but shall not be limited to:

1. Review all development applications and permits to assure that the requirements of this ordinance have been satisfied and to determine whether proposed building sites will be reasonably safe from flooding;
2. Require that copies of all necessary permits from governmental agencies from which approval is required by Federal or state law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334, be provided and maintained on file;
3. When Base Flood Elevation data or floodway data have not been provided, then the City of Villa Rica shall require the applicant to obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, state or other source in order to meet the provisions of Sections 604 and 605;
4. Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new or substantially improved structures;
5. Review and record the actual elevation, in relation to mean sea level to which any substantially improved structures have been flood-proofed;
6. When flood-proofing is utilized for a non-residential structure, the City of Villa Rica shall obtain certification of design criteria from a registered professional engineer or architect;
7. Notify affected adjacent communities and the Georgia Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
8. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (e.g., where there appears to be a conflict between a mapped boundary and actual field conditions) the City of Villa Rica shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance. Where floodplain elevations have been defined, the floodplain shall be determined based on flood elevations rather than the area graphically delineated on the floodplain maps; and,

9. All records pertaining to the provisions of this ordinance shall be maintained in the office(s) of the City of Villa Rica and shall be open for public inspection.

604. **Standards for Development**

604.1 **Definition of Floodplain Boundaries**

1. Studied "A" zones, as identified in the FIS, shall be used to establish base flood elevations whenever available.
2. For all streams with a drainage area of 100 acres or greater, the future-conditions flood elevations shall be provided by the City of Villa Rica. If future-conditions elevation data is not available from the City of Villa Rica, then it shall be determined by a registered professional engineer using a method approved by FEMA and the City of Villa Rica.

604.2 **Definition of Floodway Boundaries**

1. The width of a floodway shall be determined from the FIS or FEMA approved flood study. For all streams with a drainage area of 100 acres or greater, the regulatory floodway shall be provided by the City of Villa Rica. If floodway data is not available from the City of Villa Rica, then it shall be determined by a registered professional engineer using a method approved by FEMA and the City of Villa Rica.

604.3 **General Standards**

1. No development shall be allowed within the future-conditions floodplain that could result in any of the following:
 - a. Raising the base flood elevation or future-conditions flood elevation equal to or more than 0.01 foot;
 - b. Reducing the base flood or future-conditions flood storage capacity;
 - c. Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the development area; or,
 - d. Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.
2. Any development within the future-conditions floodplain allowed under 1. above shall also meet the following conditions:

- a. Compensation for storage capacity shall occur between the average ground water table elevation and the base flood elevation for the base flood, and between the average ground water table elevation and the future-condition flood elevation for the future-conditions flood, and lie either within the boundaries of ownership of the property being developed and shall be within the immediate vicinity of the location of the encroachment. Acceptable means of providing required compensation include lowering of natural ground elevations within the floodplain, or lowering of adjoining land areas to create additional floodplain storage. In no case shall any required compensation be provided via bottom storage or by excavating below the elevation of the top of the natural (pre-development) stream channel unless such excavation results from the widening or relocation of the stream channel;
- b. Cut areas shall be stabilized and graded to a slope of no less than 2.0 percent;
- c. Effective transitions shall be provided such that flow velocities occurring on both upstream and downstream properties are not increased or decreased;
- d. Verification of no-rise conditions (0.01 foot or less), flood storage volumes, and flow characteristics shall be provided via a step-backwater analysis meeting the requirements of Section 604.4;
- e. Public utilities and facilities, such as water, sanitary sewer, gas, and electrical systems, shall be located and constructed to minimize or eliminate infiltration or contamination from flood waters; and
- f. Any significant physical changes to the base flood floodplain shall be submitted as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. The CLOMR submittal shall be subject to approval by the City of Villa Rica using the Community Consent forms before forwarding the submittal package to FEMA for final approval. The responsibility for forwarding the CLOMR to FEMA and for obtaining the CLOMR approval shall be the responsibility of the applicant. Within six months of the completion of construction, the applicant shall submit as-built surveys for a final Letter of Map Revision (LOMR).

604.4 Engineering Study Requirements for Floodplain Encroachments

An engineering study is required, as appropriate to the proposed development activities on the site, whenever a development proposes to disturb any land within the future-conditions floodplain, except for a residential single-lot development on streams without established base flood elevations and/or floodways for which the provisions of Section

605.4 apply. This study shall be prepared by a currently registered Professional Engineer in the State of Georgia and made a part of the application for a permit. This information shall be submitted to and approved by the City of Villa Rica prior to the approval of any permit which would authorize the disturbance of land located within the future-conditions floodplain. Such study shall include:

1. Description of the extent to which any watercourse or floodplain will be altered or relocated as a result of the proposed development;
2. Step-backwater analysis, using a FEMA-approved methodology approved by the City of Villa Rica. Cross-sections (which may be supplemented by the applicant) and flow information will be obtained whenever available. Computations will be shown duplicating FIS results and will then be rerun with the proposed modifications to determine the new base flood profiles, and future-conditions flood profiles;
3. Floodplain storage calculations based on cross-sections (at least one every 100 feet) showing existing and proposed floodplain conditions to show that base flood floodplain and future-conditions floodplain storage capacity would not be diminished by the development;
4. The study shall include a preliminary plat, grading plan, or site plan, as appropriate, which shall clearly define all future-conditions floodplain encroachments.

604.5 Floodway Encroachments

Located within Areas of Special Flood Hazard are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, floodways must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway, except for activities specifically allowed in 2. below.
2. Encroachments for bridges, culverts, roadways and utilities within the regulatory floodway may be permitted provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase to the pre-project base flood elevations, floodway elevations, or floodway widths during the base flood

discharge. A registered professional engineer must provide supporting technical data and certification thereof; and,

3. If the applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodway shall be issued by the City of Villa Rica until an affirmative Conditional Letter of Map Revision (CLOMR) is issued by FEMA and no-rise certification is approved by the City of Villa Rica.

604.6 Maintenance Requirements

The property owner shall be responsible for continuing maintenance as may be needed within an altered or relocated portion of a floodplain on his property so that the flood-carrying or flood storage capacity is not diminished. The City of Villa Rica may direct the property owner (at no cost to the City of Villa Rica) to restore the flood-carrying or flood storage capacity of the floodplain if the owner has not performed maintenance as required by the approved floodplain management plan on file with the City of Villa Rica.

605. Provisions for Flood Damage Reduction

605.1 General Standards

In all Areas of Special Flood Hazard the following provisions apply:

1. New construction of principal buildings (residential or non-residential), including manufactured homes, shall not be allowed within the limits of the future-conditions floodplain, unless all requirements of Sections 604.3, 604.4 and 604.5 have been met;
2. New construction or substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
3. New construction or substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
5. Elevated Buildings - All new construction and substantial improvements of existing structures that include any fully enclosed area located below the lowest floor formed by foundation and other

exterior walls shall be designed so as to be an unfinished and flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (ii) The bottom of all openings shall be no higher than one foot above grade; and,
 - (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - b. So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished and flood resistant enclosure shall solely be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and,
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
6. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located four (4) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher, so as to prevent water from entering or accumulating within the components during conditions of flooding;
 7. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces;
 8. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 9. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

10. On-site waste disposal systems shall be located and constructed to avoid impairment to them, or contamination from them, during flooding; and,
11. Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.
12. If the proposed development is located in multiple flood zones or multiple base flood elevation cross the proposed site, the higher or more restrictive base flood elevation or future condition elevation and development standards shall take precedence.

605.2 Building Standards for Structures and Buildings within the Future-Conditions Floodplain

The following provisions, in addition to those in Section 605.1, shall apply:

1. Residential Buildings
 - a. New construction. New construction of principal buildings, including manufactured homes shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 604.3, 604.4, 604.5 have been met. If all of the requirements of Sections 604.3, 604.4, 604.5 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than four (4) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Section 605.1(5).
 - b. Substantial Improvements. Substantial improvement of any principal structure or manufactured home shall have the lowest floor, including basement, elevated no lower than four (4) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to equalize the hydrologic flood forces on exterior walls and to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Section 605.1(5).

2. Non-Residential Buildings

- a. New construction. New construction of principal buildings, including manufactured homes shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 604.3, 604.4, and 604.5 have been met. New construction that has met all of the requirements of Sections 604.3, 604.4, and 604.5 may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered Professional Engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the City of Villa Rica.
- b. Substantial Improvements. Substantial improvement of any principal non-residential structure located in A1- 30, AE, or AH zones, may be authorized by the City of Villa Rica to be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered Professional Engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the City of Villa Rica.

3. Accessory Structures and Facilities

Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, parking lots, recreational facilities and other similar non-habitable structures and facilities) which are permitted to be located within the limits of the floodplain shall be constructed of flood-resistant materials and designed to pass all floodwater in accordance with Section 605.1(5) and be anchored to prevent flotation, collapse or lateral movement of the structure.

4. Standards for Recreational Vehicles

All recreational vehicles placed on sites must either:

- a. Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
- b. The recreational vehicle must meet all the requirements for Residential Buildings—Substantial Improvements (Section 605.2 (1) b), including the anchoring and elevation requirements.

5. Standards for Manufactured Homes

- a. New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of Sections 604.3, 604.4, and 604.5 have been met.
- b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that either:
 - (i) The lowest floor of the manufactured home is elevated no lower than four (4) feet above the level of the base flood elevation, or one (1) foot above the future-conditions flood elevation, whichever is higher; or
 - (ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
- c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with standards of Section 605.1(7).

605.3 Building Standards for Structures and Buildings Authorized Adjacent to the Future-Conditions Floodplain

1. Residential Buildings – For new construction or substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least four (4) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher.

2. Non-Residential Buildings – For new construction or substantial improvement of any principal non-residential building, the elevation of the lowest floor, including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher.

605.4 Building Standards for Residential Single-Lot Developments on Streams without Established Base Flood Elevations and/or Floodway (A-Zones)

For a residential single-lot development not part of a subdivision that has Areas of Special Flood Hazard, where streams exist but no base flood data have been provided (A-Zones), the City of Villa Rica shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a Federal, State, local or other source, in order to administer the provisions and standards of this ordinance.

If data are not available from any of these sources, the following provisions shall apply:

1. No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or fifty (50) feet from the top of the bank of the stream, whichever is greater.
2. In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than four (4) feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with Section 605.1(5).

605.5 Building Standards for Areas of Shallow Flooding (AO-Zones)

Areas of Special Flood Hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one (1) to four (4) feet above ground, with no clearly defined channel. In these areas the following provisions apply:

1. All substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest

adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least four (4) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Section 605.1(5).

2. Substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus one (1) foot above the highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice; and,
3. Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

605.6 Standards for Subdivisions

1. All subdivision proposals shall identify the special flood hazard area and provide base flood elevation data and future-conditions flood elevation data;
2. All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures will not be required;
3. All subdivision plans will provide the elevations of proposed structures in accordance with Section 603.2.
4. All subdivision proposals shall be consistent with the need to minimize flood damage;
5. All subdivision proposals shall have public utilities and facilities such as water, sanitary sewer, gas, and electrical systems located and constructed to minimize or eliminate infiltration of flood waters, and discharges from the systems into flood waters; and

6. All subdivision proposals shall include adequate drainage and stormwater management facilities per the requirements of the City of Villa Rica to reduce potential exposure to flood hazards.

606. **Variance Procedures**

The following variance and appeals procedures shall apply to an applicant who has been denied a permit for a development activity or to an owner or developer who has not applied for a permit because it is clear that the proposed development activity would be inconsistent with the provisions of this ordinance. A request for a variance may be submitted by an applicant who has been denied a permit by the City of Villa Rica or by an owner or developer who has not previously applied for a permit for the reasons stated herein above.

1. Requests for variances from the requirements of this ordinance shall be submitted to the City of Villa Rica. All such requests shall be heard and decided in accordance with procedures to be published in writing by the City of Villa Rica. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
2. Any person adversely affected by any decision of the City of Villa Rica shall have the right to appeal such decision to the Villa Rica City Manager. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
3. Any person aggrieved by the decision of the Villa Rica City Manager shall have the right to appeal such decision to the Villa Rica City Council. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
4. Any person aggrieved by the decision of the Villa Rica City Council may appeal such decision to a court of competent jurisdiction, as provided in Section 5-4-1 of the Official Code of Georgia Annotated.
5. Variances may be issued for the repair or rehabilitation of Historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic structure, and the variance issued shall be the minimum necessary to preserve the historic character and design of the structure.
6. Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

7. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
8. In reviewing such requests, the City of Villa Rica shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
9. Conditions for Variances:
 - a. A variance shall be issued only when there is:
 - (i) a finding of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship; and,
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.
 - b. The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of a Historic structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
 - c. Any person to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.
 - d. The City of Villa Rica shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
10. Any person requesting a variance shall, from the time of the request until the time the request is acted upon, submit such information and documentation as the City of Villa Rica shall deem necessary to the consideration of the request.
11. Upon consideration of the factors listed above and the purposes of this ordinance, the City of Villa Rica may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this ordinance.
12. Variances shall not be issued “after the fact.”

607. Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

607.1 Notice of Violation

If the City of Villa Rica determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

1. The name and address of the owner or the applicant or the responsible person;
2. The address or other description of the site upon which the violation is occurring;
3. A statement specifying the nature of the violation;
4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,
6. A statement that the determination of violation may be appealed to the City of Villa Rica by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient).

607.2 Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Villa Rica shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Villa Rica may take any one or more of the following actions or impose any one or more of the following penalties.

1. **Stop Work Order** -The City of Villa Rica may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
2. **Withhold Certificate of Occupancy** - The City of Villa Rica may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
3. **Suspension, Revocation or Modification of Permit** - The City of Villa Rica may suspend, revoke or modify the permit authorizing the development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City of Villa Rica may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

4. **Civil Penalties** - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Villa Rica shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City of Villa Rica has taken one or more of the actions described above, the City of Villa Rica may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains un-remedied after receipt of the notice of violation.

5. **Criminal Penalties** - For intentional and flagrant violations of this ordinance, the City of Villa Rica may issue a citation to the applicant or other responsible person, requiring such person to appear in appropriate magistrate court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Table of Contents

700. EROSION AND SEDIMENT CONTROL

701.	Title.....	700-1
702.	Definitions	700-1
703.	Exemptions	700-5
704.	Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices	700-7
705.	Application / Permit Process	700-12
705.1	Application Requirements	700-12
705.2	Plan Requirements.....	700-14
705.3	Permits	700-16
706.	Inspection and Enforcement.....	700-17
707.	Penalties and Incentives	700-18
708	Educations and Certification.....	700-20
709.	Administrative Appeal Judicial Review	700-20
709.1	Administrative Remedies.....	700-20
709.2	Judicial Review.....	700-20
709.3	Validity	700-21
709.4	Liability.....	700-21

700. **EROSION AND SEDIMENT CONTROL REGULATIONS**

701. **Title.**

This article will be known as “City of Villa Rica Soil Erosion and Sediment Control Ordinance.”

702. **Definitions**

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

Best Management Practices (BMP’s): A collection of structural practices and vegetative measures which, when properly designed, installed and maintained, will provide effective erosion and sedimentation control. The term “properly designed” means designed in accordance with the hydraulic design specifications contained in the “Manual for Erosion and sediment Control in Georgia” specified in O.C.G.A. 12-7-6, subsection (b).

Board: The Board of Natural Resources.

Buffer: The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.

Commission: The State Soil & Water Conservation Commission.

Cut: A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to excavated surface. (Also known as excavation.)

Department: The Department of Natural Resources.

Director: The Director of the Environmental Protection Division of the Department of Natural Resources.

District: The West Georgia Soil and Water Conservation District.

Division: The Environmental Protection Division of the Department of Natural Resources.

Drainage Structure: A device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm-water management, drainage control, or flood control purposes.

Erosion: The process by which land surface is worn away by the action of wind, water, ice or gravity.

Erosion and Sedimentation Control Plan: A plan for the control of soil erosion and sedimentation resulting from a land-disturbing activity, also known as the “plan”.

Fill: A portion of land surface to which soil or other solid material has been added; the depth above the original ground.

Finished Grade: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Grading: Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

Ground Elevation: The original elevation of the ground surface prior to cutting or filling.

Land-Disturbing Activity: Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section 7.5. 183 (1) e.

Larger Common Plan of Development or Sale: A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, “plan” means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or survey markings, indicating that construction activities may occur on a specific lot.

Local Issuing Authority: The City of Villa Rica, Georgia which is certified pursuant to O.C.G.A. §12-7-8.

Metropolitan River Protection Act (MRPA): A state law referenced as O.C.G.A. §12-5-440 et.seq., which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.

Natural Ground Surface: The ground surface in its original state before any grading, excavation or filling.

Nephelometric Turbidity Units (NTU): Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed particles are present.

Operator: The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with a storm-water pollution prevention plan for the site or other permit conditions, such as a person authorized to carry out activities required by the storm-water pollution prevention plan or to comply with other permit conditions.

Permit: The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.

Person: Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of this State, any interstate body or any other legal entity.

Project: The entire proposed development project regardless of the size of the area of land to be disturbed.

Qualified Personnel: Any person who meets or exceeds the education and training requirements of O.C.G.A. §12-7-19.

Roadway Drainage Structure: A device such as a bridge, culvert, or ditch, composed of a virtually non-erodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled way consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

Sediment: Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice, or gravity as a product of erosion.

Sedimentation: The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.

Soil and Water Conservation District Approved Plan: An erosion and sedimentation control plan approved in writing by the Georgia Soil and Water Conservation Commission.

Stabilization: The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.

State General Permit: The National Pollutant Discharge Elimination System general permit or permits for storm-water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et. seq., and subsection (f) of Code §12-5-30.

State Waters: Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

Structural Erosion and Sedimentation Control Practices: Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either hanging the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures, sediment traps and land grading, etc. Such practices can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

Trout Streams: All streams or portions of streams within the watershed as designated by the Game and Fish Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. 12-5-20 et. seq. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

Vegetative Erosion and Sedimentation Control Measures: Measures for the stabilization of erodible or sediment producing areas by covering the soil with:

1. Permanent seeding, sprigging or planting, producing long-term vegetative cover; or Temporary seeding, producing short-term vegetative cover; or
2. Sodding, covering areas with a turf of perennial sod-forming grass. Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

Watercourse: Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

Wetlands: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

703. **Exemptions**

This article shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

- A. Surface mining, as the same is defined in O.C.G.A. 12-4-72, "Mineral Resources and Caves Act";
- B. Granite quarrying and land clearing for such quarrying;
- C. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
- D. The construction of single-family residences, when such construction disturbs less than one acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in Section 704 of this ordinance and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for

springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of Section 704(C) of this ordinance and the buffer zones provided by this section shall be enforced by the City of Villa Rica;

- E. Agricultural operations as defined in O.C.G.A. §1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;
- F. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in Section 704(C) (15) and (16) of this article, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three years after completion of such forestry practices;
- G. Any project carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agriculture;
- H. Any project involving less than one acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year- round; provided, however, that any person responsible for a project which involves less than one acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the City of Villa Rica from regulating any such project which is not specifically exempted by Section 703 of this article;
- I. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality;

provided, however, that construction or maintenance projects of Department of Transportation or State Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of Code §12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which a copy of a notice of intent under the state general permit shall be submitted to the City of Villa Rica, the City of Villa Rica shall enforce compliance with the minimum requirements set forth in O.C.G.A. §12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

- J. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. §36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. §36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the City of Villa Rica shall enforce compliance with the minimum requirements set forth in O.C.G.A. §12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and
- K. Any public water system reservoir.

704. **Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices**

- A. General Provisions: Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities. Therefore, plans for those land-disturbing activities which are not excluded by this ordinance shall contain provisions for application of soil erosion and sedimentation control measures and practices. The provisions shall be incorporated into the erosion and sedimentation control plans. Soil erosion and sedimentation control measures and practices shall conform to the minimum requirements of Section 704 of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities

and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion and sedimentation pollution during all stages of any land-disturbing activity.

B. BMP's: Best Management Practices

1. Best management practices as set forth in Section 704 of this article shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of stormwater issued pursuant to subsection (f) of O.C.G.A. §12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. §12-7-6 subsection (b).
2. A discharge of stormwater runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by the City of Villa Rica or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. §12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than 25 nephelometric turbidity units for waters supporting warm water fisheries or by more than ten nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five acres.
3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by the City of Villa Rica or any state general permit issued by the Division pursuant to subsection (f) of Code §12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of

receiving waters into which discharges from land disturbing activities occur.

C. Minimum Requirements: The rules and regulations, ordinances, or resolutions adopted pursuant to this chapter for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

1. Stripping of vegetation, re-grading and other development activities shall be conducted in a manner so as to minimize erosion;
2. Cut-fill operations must be kept to a minimum;
3. Development plans must conform to topography and soil type so as to create the lowest practical erosion potential;
4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
6. Disturbed soil shall be stabilized as quickly as practicable;
7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. §12-7-1 et. seq.;
10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
11. Cuts and fills may not endanger adjoining property;

12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
14. Land-disturbing activity plans for erosion and sedimentation control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Section 704(B) (2.) of this article;
15. Except as provided in paragraph (16) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. §12-2-8, or where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; provided, however, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:
 - i. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

- ii. The buffer shall not apply to the following land-disturbance activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (II) Stream crossings for sewer lines; and

- 16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed ; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:
 - i. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed: provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
 - ii. The buffer shall not apply to the following land disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular

to the stream; cause a width disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; (ii) Stream crossings for sewer lines.

17. Nothing contained in this chapter shall prevent the City of Villa Rica from adopting rules and regulations, ordinances, or resolutions which contain requirements that exceed the minimum requirements in Section 704 (B)(2) and (3) of this article.

18. In non-trout streams like those in Villa Rica, the State requires a minimum 25-foot vegetated buffer extending from the stream bank or the point of wrested vegetation. However, in the City of Villa Rica these State standards have been extended to require a minimum 50-foot stream buffer with an additional 25-foot setback for any impervious surfaces. (Making it a total of 75 feet)

19. The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.

705. Application / Permit Process:

A. General: The property owner, developer and designated planners and engineers shall review the general development plans and detailed plans of the City of Villa Rica that affect the tract to be developed and the area surrounding it. They shall review the zoning ordinance, stormwater management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and other ordinances which regulate the development of land within the jurisdictional boundaries of the City of Villa Rica. However, the operator is the only party who may obtain a permit.

705.1. Application Requirements:

- A. No person shall conduct any land- disturbing activity within the jurisdictional boundaries of the City of Villa Rica without first obtaining a permit from the City of Villa Rica Community Development Department to perform such activity.
- B. The application for a permit shall be submitted to the City of Villa Rica Community Development Department and must include the applicant's erosion and sedimentation control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section 704(C) of this ordinance. Soil erosion and

sedimentation control plans shall conform to the provisions of Section 705.2 of this ordinance. Applications for a permit will not be accepted unless accompanied by two (2) copies of the applicant's soil erosion and sedimentation control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan or that such a visit was not required in accordance with rules and regulations established by the board.

C. The following fees shall be assessed:

- a. Initial Application Fee: \$500.00;
- b. Re-Application Fee: \$50.00 each occurrence;
- c. Land Disturbance Permit: \$250.00

Plus the following additional fee:

- a. For residential development-\$15.00 per lot in the project area;
- b. For commercial development - \$25.00 per acre or fraction thereof in the project area;
- c. For industrial development - \$50.00 per acre or fraction thereof in the project area;
- d. All other development - \$20.0 per acre or fraction thereof in the project area.
- e. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the division; regardless of the existence of the City of Villa Rica in the jurisdiction.

D. Immediately upon receipt of an application and plan for a permit, the City of Villa Rica shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion and sedimentation control plan. A District shall approve or disapprove a plan within 35 days of receipt. Failure of a District to act within 35 days shall be considered an approval of the pending plan.

The results of the District review shall be forwarded to the City of Villa Rica. No permit will be issued unless the plan has been approved by the District, and any variances required by Section 704 B. & C. and bonding, if required as per Section 705.1 F. have been obtained. Such review will not be required if the City of Villa Rica and the District have entered into an agreement which allows the City of Villa Rica to conduct such review and approval of the plan without referring the application and plan to the District.

- E. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing of the application under consideration, the City of Villa Rica may deny the permit application.
- F. The City of Villa Rica may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this ordinance or with the conditions of the permit after issuance, the City of Villa Rica may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the City of Villa Rica with respect to alleged permit violations.

705.2 Plan Requirements:

- A. Plans must be prepared to meet the minimum requirements as contained in Section 705.2 B. & C. of this ordinance. Conformance with the minimum requirements may be attained through the use of design criteria in the current issue of the *Manual for Erosion and Sediment Control in Georgia*, published by the State Soil and Water Conservation Commission as a guide; or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws.

B. Data Required for Site Plan

- a. Narrative or notes, and other information: Notes or narrative to be located on the site plan in general notes or in erosion and sediment control notes.
- b. Description of existing land use at project site and description of proposed project.
- c. Name, address, and phone number of the property owner.
- d. Name and phone number of 24-hour local contact who is responsible for erosion and sedimentation controls.
- e. Size of project, or phase under construction, in acres.
- f. Activity schedule showing anticipated starting and completion dates for the project. Include the statement in **bold letters**, that “the installation of erosion and sedimentation control measures and practices shall occur prior to or concurrent with land-disturbing activities.”
- g. Stormwater and sedimentation management systems-storage capacity, hydrologic study, and calculations, including off-site drainage areas.
- h. Vegetative plan for all temporary and permanent vegetative measures, including species, planting dates, and seeding, fertilizer, lime, and mulching rates. The vegetative plan should show options for year-round seeding.
- i. Detail drawings for all structural practices. Specifications may follow guidelines set forth in the *Manual for Erosion and Sediment Control in Georgia*.
- j. Maintenance statement - “Erosion and sedimentation control measures will be maintained at all times. **If full implementation of the approved plan does not provide for effective erosion and sediment control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source.**”

C. Maps, drawings, and supportive computations shall bear the signature /seal of a registered certified professional in engineering, architecture, landscape architecture, land surveying, or erosion and sedimentation control. The certified plans shall contain:

- a. Graphic scale and north point or arrow indicating magnetic north.
- b. Vicinity maps showing location of project and existing streets.
- c. Boundary line survey.
- d. Delineation of disturbed areas within project boundary.
- e. Existing and planned contours, with an interval in accordance with the following:

Map Scale	Ground Slope	Contour Interval, ft.
1 inch = 100 ft. or larger scale	Flat 0-2% Rolling 2-8% Steep 8% +	0.5 or 1 1 or 2 2, 5 or 10

- f. Adjacent areas and features areas such as streams, lakes, residential areas, etc. which might be affected should be indicated on the plan.
- g. Proposed structures or additions to existing structures and paved areas.
- h. Delineate the 25-foot horizontal buffer adjacent to state waters and the specified width in MRPA areas.
- i. Delineate the specified horizontal buffer along designated trout streams, where applicable.
- j. Location of erosion and sedimentation control measures and practices using coding symbols from the *Manual for Erosion and Sediment Control in Georgia*, Chapter 6.

D. Maintenance of all soil erosion and sedimentation control practices, whether temporary or permanent, shall be at all times the responsibility of the property owner.

705.3 Permits:

- A. Permits shall be issued or denied as soon as practicable but, in any event, not later than forty-five (45) days after receipt by the City of Villa Rica of a completed application, providing variances and bonding are obtained, where necessary.
- B. No permit shall be issued by the City of Villa Rica unless the erosion and sedimentation control plan has been approved by the District and the City of Villa Rica has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section 704 B. & C. are obtained, bonding requirements, if necessary, as per Section 705.1 F. are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the City of Villa Rica are met. If the permit is denied, the reason for denial shall be furnished to the applicant.
- C. If the tract is to be developed in phases, then a separate permit shall be required for each phase.

- D. The permit may be suspended, revoked, or modified by the City of Villa Rica, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.

706. **Inspection and Enforcement**

- A. The City of Villa Rica Community Development Director, City Manager, or their designee will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the City of Villa Rica shall regulate both primary and secondary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible of installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land - disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.
- B. The City of Villa Rica Community Development Director, City Manager, or their designee shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- C. No person shall refuse entry or access to any authorized representative or agent of the City of Villa Rica, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.

- D. The Districts or the Commission or both shall periodically review the actions of counties and municipalities that have been certified as Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The Districts or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county or municipality's erosion and sedimentation control program. The Districts or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.
- E. The Board, on or before December 31, 2003, shall promulgate rules and regulations setting forth the requirements and standards for certification and the procedures for decertification of a Local Issuing Authority. The Division may periodically review the actions of municipalities which have been certified as Local Issuing Authorities pursuant to Code Section 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any municipality certified pursuant to O.C.G.A. 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7, the Division shall notify the governing authority of the municipality in writing. The governing authority of any municipality so notified shall have 30 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the municipality does not take necessary corrective action within 30 days after notification by the division, the division may revoke the certification of the municipality as a Local Issuing Authority.

707. **Penalties and Incentives**

- A. Failure to Obtain a Permit for Land-Disturbing Activities: If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the City of Villa Rica.
- B. Stop-Work Orders:
 - a. For the first and second violations of the provisions of this ordinance, the Director or the City of Villa Rica shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the Director or the City of Villa Rica shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if

the land-disturbing activities are conducted without obtaining the necessary permit, the Director or City of Villa Rica shall issue an immediate stop-work order in lieu of a warning;

- b. For a third and each subsequent violation, the Director or the City of Villa Rica shall issue an immediate stop-work order; and;
- c. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
- d. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the City of Villa Rica or by the director or his or her designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the City of Villa Rica or by the director or his or her designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

C. Bond Forfeiture:

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section 705.1 F. The City of Villa Rica may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. Monetary Penalties:

- a. Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this

ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations or any other court of competent jurisdiction trying cases brought as violations of this ordinance under city ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

- b. Any person who violates any provision of this ordinance, the rules and regulations adopted or who negligently or intentionally fails to comply with any final or emergency order issued as provided in the ordinance, may be held liable for a sentence of imprisonment not to exceed 60 days in jail or monetary penalty of \$2,500 per day or both.

708. **Education and Certification**

After December 31, 2006, all persons involved in land development design, review, permitting, construction, monitoring, or inspection of any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the Commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A 12-7-20.

709. **Administrative Appeal Judicial Review**

709.1 **Administrative Remedies:** The suspension, revocation, modification or grant with condition of a permit by the City of Villa Rica upon finding that the holder is not in compliance with the approved erosion and sediment control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the Mayor and City Council within thirty (30) days after receipt by the City of Villa Rica of written notice of appeal.

709.2 **Judicial Review:** Any person, aggrieved by a decision or order of the City of Villa Rica, after exhausting his administrative remedies, shall have the right to appeal denovo to the appropriate Magistrate Court.

709.3 **Validity:** If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

709.4 Liability:

- A. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the City of Villa Rica or District for damage to any person or property.
- B. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
- C. No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved there under or pollute any Waters of the State as defined thereby.

SECTION 800 ORDINANCE FOR POST DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

Table of Contents

800.	POST DEVELOPMENT STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT	800-1
801.	General Provisions.....	800-2
801.1	Purpose and Intent.....	800-2
801.2	Applicability	800-3
801.3	Designation of Ordinance Administrator....	800-4
801.4	Compatibility with Other Regulations	800-4
801.5	Severability	800-4
801.6	Stormwater Design Manual	800-4
802.	Definitions	800-4
803.	Permit Procedures and Requirements	800-9
803.1	Permit Application Requirements.....	800-9
803.2	Stormwater Concept Plan and Consultation Meeting.....	800-10
803.3	Stormwater Management Plan Requirements.....	800-11
803.4	Stormwater Management Inspection and Maintenance Agreements	800-15
803.5	Performance and Maintenance Bonds	800-16
803.6	Application Procedure	800-16
803.7	Application Review Fees	800-18
803.8	Modifications for Off-Site Facilities	800-18

SECTION 800 ORDINANCE FOR POST DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

804.	Post Development Stormwater Management Performance Criteria	800-19
804.1	Water Quality	800-19
804.2	Stream Channel Protection.....	800-19
804.3	Overbank Flooding Protection.....	800-19
804.4	Extreme Flooding Protection.....	800-20
804.5	Structural Stormwater Controls.....	800-20
804.6	Stormwater Credits for Nonstructural Measures	800-20
804.7	Drainage System Guidelines	800-21
804.8	Dam Design Guidelines	800-21
805.	Construction Inspections of Post-Development Stormwater Management System	800-21
805.1	Inspections to Ensure Plan Compliance During Construction	800-21
805.2	Final Inspection and As-Built Plans.....	800-22
806.	Ongoing Inspection and Maintenance of Stormwater Facilities and Practices	800-22
806.1	Long-Term Maintenance Inspection of Stormwater Facilities and Practices.....	800-22
806.2	Right-of-Entry for Inspection.....	800-23
806.3	Records of maintenance Activities.....	800-23
806.4	Failure to Maintain	800-23

SECTION 800 ORDINANCE FOR POST DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

807.	Violations, Enforcement and Penalties	800-24
807.1	Notice of Violation.....	800-24
807.2	Penalties.....	800-25

**800. POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW
DEVELOPMENT AND REDEVELOPMENT**

Introduction

It is hereby determined that:

Land development projects and other land use conversions, and their associated changes to land cover, permanently alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, which in turn increase flooding, stream channel erosion, and sediment transport and deposition;

Land development projects and other land use conversions also contribute to increased nonpoint source pollution and degradation of receiving waters;

The impacts of post-development stormwater runoff quantity and quality can adversely affect public safety, public and private property, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters;

These adverse impacts can be controlled and minimized through the regulation of stormwater runoff quantity and quality from new development and redevelopment, by the use of both structural facilities as well as nonstructural measures, such as the conservation of open space and greenspace areas. The preservation and protection of natural area and greenspace for stormwater management benefits is encouraged through the use of incentives or “credits.” The Georgia Greenspace Program provides a mechanism for the preservation and coordination of those greenspace areas which provide stormwater management quality and quantity benefits;

Localities in the State of Georgia are required to comply with a number of both State and Federal laws, regulations and permits which require a locality to address the impacts of post-development stormwater runoff quality and nonpoint source pollution;

Therefore, the City of Villa Rica has established this set of stormwater management policies to provide reasonable guidance for the regulation of post-development stormwater runoff for the purpose of protecting local water resources from degradation. It has determined that it is in the public interest to regulate post-development stormwater runoff discharges in order to control and minimize increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

801. **General Provisions**

801.1 **Purpose and Intent**

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. This ordinance seeks to meet that purpose through the following objectives:

1. Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources;
2. Require that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, streambank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats;
3. Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
4. Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;
5. Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the county's greenspace protection plan;
6. Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and,

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

7. Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.

801.2 Applicability

1. This ordinance shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to Subsection 2 below. These standards apply to any new development or redevelopment site that meets one or more of the following criteria:
 - a. New development that involves the creation of 5,000 square feet or more of impervious cover, or that involves other land development activities of 1 acre or more;
 - b. Redevelopment that includes the creation, addition or replacement of 5,000 square feet or more of impervious cover, or that involves other land development activity of one (1) acre or more;
 - c. Any new development or redevelopment, regardless of size, that is defined by the Ordinance Administrator to be a hotspot land use; or,
 - d. Land development activities that are smaller than the minimum applicability criteria set forth in items (a.) and (b.) above if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.
2. The following activities are exempt from this ordinance:
 - a. Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;
 - b. Additions or modifications to existing single-family or duplex residential structures;
 - c. Agricultural or silvicultural land management activities within areas zoned for these activities; and,

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

- d. Repairs to any stormwater management facility or practice deemed necessary by the Ordinance Administrator.

801.3 Designation of Ordinance Administrator

The Villa Rica Community Development Director or the Public Works Department is hereby appointed to administer and implement the provisions of this ordinance.

801.4 Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

801.5 Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

801.6 Stormwater Design Manual

The City of Villa Rica will utilize the policy, criteria and information including technical specifications and standards in the latest edition of the Georgia Stormwater Management Manual and any relevant local addenda, for the proper implementation of the requirements of this ordinance. The manual may be updated and expanded periodically, based on improvements in science, engineering, monitoring and local maintenance experience.

802. Definitions

Applicant means a person submitting a post-development stormwater management application and plan for approval.

Channel means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

Conservation Easement means an agreement between a land owner and the City of Villa Rica or other government agency or land trust that permanently protects open space or greenspace on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

Detention means the temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Detention Facility means a detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Developer means a person who undertakes land development activities.

Development means a land development or land development project.

Drainage Easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Erosion and Sedimentation Control Plan means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

Extended Detention means the detention of stormwater runoff for an extended period, typically 24 hours or greater.

Extreme Flood Protection means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Flooding means a volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands.

Greenspace or Open Space means permanently protected areas of the site that are preserved in a natural state.

Hotspot means an area where the use of the land has the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

Hydrologic Soil Group (HSG) means a Natural Resource Conservation Service classification system in which soils are categorized into four runoff potential groups. The groups range from group “A” soils, with high permeability and little runoff produced, to group “D” soils, which have low permeability rates and produce much more runoff.

Impervious Cover means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.

Industrial Stormwater Permit means a National Pollutant Discharge Elimination System (NPDES) permit issued to an industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration means the process of percolating stormwater runoff into the subsoil.

Jurisdictional Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Land Development means any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.

Land Development Activities means those actions or activities which comprise, facilitate or result in land development.

Land Development Project means a discrete land development undertaking.

Inspection and Maintenance Agreement means a written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project, which when properly recorded in the deed records constitutes a restriction on the title to a site or other land involved in a land development project.

New Development means a land development activity on a previously undeveloped site.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

Nonpoint Source Pollution means a form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonstructural Stormwater Management Practice or Nonstructural Practice means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.

Off-Site Facility means a stormwater management facility located outside the boundaries of the site.

On-Site Facility means a stormwater management facility located within the boundaries of the site.

Overbank Flood Protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding for the 2-year through 25-year frequency storm events.

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Permit means the permit issued by the City of Villa Rica to the applicant which is required for undertaking any land development activity.

Person means, except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

Post-development refers to the time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Project means a land development project.

Redevelopment means a land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Regional Stormwater Management Facility or Regional Facility means stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Runoff means stormwater runoff.

Site means the parcel of land being developed, or the portion thereof on which the land development project is located.

Stormwater Better Site Design means nonstructural site design approaches and techniques that can reduce a site's impact on the watershed and can provide for nonstructural stormwater management. Stormwater better site design includes conserving and protecting natural areas and greenspace, reducing impervious cover and using natural features for stormwater management.

Stormwater Management means the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater Management Facility means any infrastructure that controls or conveys stormwater runoff.

Stormwater Management Measure means any stormwater management facility or nonstructural stormwater practice.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

Stormwater Management Plan means a document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this ordinance.

Stormwater Management System means the entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.

Stormwater Retrofit means a stormwater management practice designed for a currently developed site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

Stormwater Runoff means the flow of surface water resulting from precipitation.

Structural Stormwater Control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

803. **Permit Procedures and Requirements**

803.1 **Permit Application Requirements**

No owner or developer shall perform any land development activities without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically exempted by this ordinance, any owner or developer proposing a land development activity shall submit to the City of Villa Rica a permit application on a form provided by the City of Villa Rica for that purpose.

Unless otherwise exempted by this ordinance, a permit application shall be accompanied by the following items in order to be considered:

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

1. Stormwater concept plan and consultation meeting certification in accordance with Section 803.2;
2. Stormwater management plan in accordance with Section 803.3;
3. Inspection and maintenance agreement in accordance with Section 803.4, if applicable;
4. Performance bond in accordance with Section 803.5, if applicable; and,
5. Permit application and plan review fees in accordance with Section 803.6.

803.2 Stormwater Concept Plan and Consultation Meeting

Before any stormwater management permit application is submitted, it is required that the land owner or developer shall meet with the City of Villa Rica for a consultation meeting on a concept plan for the post-development stormwater management system to be utilized in the proposed land development project. This consultation meeting [shall] take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.

To accomplish this goal the following information shall be included in the concept plan which shall be submitted in advance of the meeting:

A. Existing Conditions / Proposed Site Plans

Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (when available); boundaries of existing predominant vegetation and proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

B. Natural Resources Inventory

A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.

C. Stormwater Management System Concept Plan

A written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed structural stormwater controls; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings.

Local watershed plans, the Carroll and/or Douglas County greenspace projection plan (if applicable) and any relevant resource protection plans will be consulted in the discussion of the concept plan.

803.3 Stormwater Management Plan Requirements

The stormwater management plan shall detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of this ordinance, including the performance criteria set forth in Section 7.5-225 below.

This plan shall be in accordance with the criteria established in this section and must be submitted with the stamp and signature of a Professional Engineer (PE) licensed in the state of Georgia, who must verify that the design of all stormwater management facilities and practices meet the submittal requirements outlined in the submittal checklist(s) found in the stormwater design manual.

The stormwater management plan must ensure that the requirements and criteria in this ordinance are being complied with and that opportunities

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the Stormwater Management Site Plan checklist found in the stormwater design manual. This includes:

A. Common address and legal description of site

B. Vicinity Map

C. Existing Conditions Hydrologic Analysis

The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each sub basin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.

D. Post-Development Hydrologic Analysis

The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each sub basin affected by the project; calculations for determining the runoff volumes that need to be addressed for each sub basin for the development project to meet the post-development stormwater management performance criteria in Section 804; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. If the land development activity on a redevelopment site constitutes more than 50 percent of the site area for the entire site, then the

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

performance criteria in Section 804 must be met for the stormwater runoff from the entire site.

E. Stormwater Management System

The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in Section 804; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.

F. Post-Development Downstream Analysis

A downstream peak flow analysis which includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

drainage basin where the project area is 10 percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the stormwater design manual.

G. Construction-Phase Erosion and Sedimentation Control Plan

An erosion and sedimentation control plan in accordance with the Georgia Erosion and Sedimentation Control Act or NPDES Permit for Construction Activities. The plan shall also include information on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.

H. Landscaping and Open Space Plan

A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.

I. Operations and Maintenance Plan

Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.

J. Maintenance Access Easements

The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.

K. Inspection and Maintenance Agreements

Unless an on-site stormwater management facility or practice is dedicated to and accepted by the City of Villa Rica as provided in Section 802.4 below, the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance Section 803.4.

L. Evidence of Acquisition of Applicable Local and Non-local Permits

The applicant shall certify and provide documentation to the City of Villa Rica that all other applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.

803.4 Stormwater Management Inspection and Maintenance Agreements

Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which the City of Villa Rica requires ongoing maintenance, the applicant or owner of the site must, unless an on-site stormwater management facility or practice is dedicated to and accepted by the City of Villa Rica, execute an inspection and maintenance agreement, and/or a conservation

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

easement, if applicable, that shall be binding on all subsequent owners of the site.

The inspection and maintenance agreement, if applicable, must be approved by the City of Villa Rica prior to plan approval, and recorded in the deed records upon final plat approval.

The inspection and maintenance agreement shall identify by name or official title the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site, the person to be permanently responsible for its inspection and maintenance.

As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.

In addition to enforcing the terms of the inspection and maintenance agreement, the City of Villa Rica may also enforce all of the provisions for ongoing inspection and maintenance in Section 7.5-227 of this ordinance.

The City of Villa Rica, in lieu of an inspection and maintenance agreement, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

803.5 Performance and Maintenance Bonds

803.6 Application Procedure

1. Applications for land development permits shall be filed with the City of Villa Rica.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

2. Permit applications shall include the items set forth in Section 803.1 above (two copies of the stormwater management plan and the inspection maintenance agreement, if applicable, shall be included).
3. The City of Villa Rica shall inform the applicant whether the application, stormwater management plan and inspection and maintenance agreement are approved or disapproved.
4. If either the permit application, stormwater management plan or inspection and maintenance agreement are disapproved, the City of Villa Rica shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same, in which event subparagraph 3 above and this subparagraph shall apply to such re-submittal.
5. Upon a finding by the City of Villa Rica that the permit application, stormwater management plan and inspection and maintenance agreement, if applicable, meet the requirements of this ordinance, the City of Villa Rica may issue a permit for the land development project, provided all other legal requirements for the issuance of such permit have been met.
6. Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person shall be subject to the following requirements:
 - a. The applicant shall comply with all applicable requirements of the approved plan and this ordinance and shall certify that all land clearing, construction, land development and drainage will be done according to the approved plan;
 - b. The land development project shall be conducted only within the area specified in the approved plan;
 - c. The City of Villa Rica shall be allowed to conduct periodic inspections of the project;
 - d. No changes may be made to an approved plan without review and written approval by the City of Villa Rica; and,
 - e. Upon completion of the project, the applicant or other responsible person shall submit the engineer's report and certificate and as-built plans required by Section 805.2.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

803.7 Application Review Fees

The fee for review of any stormwater management application shall be based on the fee structure established by the City of Villa Rica and shall be made prior to the issuance of any building permit for the development.

803.8 Modifications for Off-Site Facilities

The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an off-site or regional facility. The off-site or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices and there must be a legally-obligated entity responsible for long-term operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the off-site facility.

A stormwater management plan must be submitted to the City of Villa Rica which shows the adequacy of the off-site or regional facility.

To be eligible for a modification, the applicant must demonstrate to the satisfaction of the City of Villa Rica that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:

1. Increased threat of flood damage to public health, life, and property;
2. Deterioration of existing culverts, bridges, dams, and other structures;
3. Accelerated streambank or streambed erosion or siltation;
4. Degradation of in-stream biological functions or habitat; or
5. Water quality impairment in violation of State water quality standards, and/or violation of any state or federal regulations.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

804. Post-Development Stormwater Management Performance Criteria

The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance:

804.1 Water Quality

All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:

1. It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Georgia Stormwater Management Manual;
2. Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Georgia Stormwater Management Manual; and,
3. Runoff from hotspot land uses and activities identified by the City of Villa Rica are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.

804.2 Stream Channel Protection

Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:

1. Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;
2. 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;
3. Erosion prevention measures such as energy dissipation and velocity control.

804.3 Overbank Flooding Protection

Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour return frequency storm

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

event. If control of the 1-year, 24-hour storm under Section 9.4, B is exempted, then peak discharge rate attenuation of the 2-year through the 25-year return frequency storm event must be provided.

804.4 Extreme Flooding Protection

Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24-hour return frequency storm event such that flooding is not exacerbated.

804.5 Structural Stormwater Controls

All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Georgia Stormwater Management Manual. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Georgia Stormwater Management Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from City of Villa Rica before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the City of Villa Rica may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question.

Applicants shall consult the Georgia Stormwater Management Manual for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

804.6 Stormwater Credits for Nonstructural Measures

The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under Section 804.1. The applicant may, if approved by the City of Villa Rica, take credit for the use of stormwater better site design practices and reduce the water quality volume requirement. For each potential credit, there is a minimum set of criteria and requirements which identify the conditions or circumstances under which the credit may be applied. The site design

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

practices that qualify for this credit and the criteria and procedures for applying and calculating the credits are included in the Georgia Stormwater Management Manual.

804.7 Drainage System Guidelines

Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public right-of-ways. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:

1. Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;
2. All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and,
3. Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.

804.8 Dam Design Guidelines

Any land disturbing activity that involves a site which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

805. Construction Inspections of Post-Development Stormwater Management System

805.1 Inspections to Ensure Plan Compliance During Construction

Periodic inspections of the stormwater management system construction shall be conducted by the staff of the City of Villa Rica or conducted and certified by a professional engineer who has been approved by the City of Villa Rica. Construction inspections shall utilize the approved stormwater management plan for establishing compliance.

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

All inspections shall be documented with written reports that contain the following information:

1. The date and location of the inspection;
2. Whether construction is in compliance with the approved stormwater management plan;
3. Variations from the approved construction specifications; and,
4. Any other variations or violations of the conditions of the approved stormwater management plan.

If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.

805.2 Final Inspection and As Built Plans

Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant is responsible for certifying that the completed project is in accordance with the approved stormwater management plan. All applicants are required to submit actual “as built” plans for any stormwater management facilities or practices after final construction are completed. The plan must show the final design specifications for all stormwater management facilities and practices and must be certified by a Professional Engineer. A final inspection by the City of Villa Rica is required before the release of any performance securities can occur.

806. Ongoing Inspection and Maintenance of Stormwater Facilities and Practices

806.1 Long-Term Maintenance Inspection of Stormwater Facilities and Practices

Stormwater management facilities and practices included in a stormwater management plan which is subject to an inspection and maintenance agreement must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this ordinance.

A stormwater management facility or practice shall be inspected on a periodic basis by the responsible person in accordance with the approved

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the City of Villa Rica shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Villa Rica, may correct the violation as provided in Subsection 806.4 hereof.

Inspection programs by the City of Villa Rica may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.

806.2 Right-of-Entry for Inspection

The terms of the inspection and maintenance agreement shall provide for the City of Villa Rica to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.

806.3 Records of Maintenance Activities

Parties responsible for the operation and maintenance of a stormwater management facility shall provide records of all maintenance and repairs to the City of Villa Rica.

806.4 Failure to Maintain

If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Villa Rica, after thirty

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

(30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The City of Villa Rica may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.

807. Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

807.1 Notice of Violation

If the City of Villa Rica determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

1. The name and address of the owner or the applicant or the responsible person;
2. The address or other description of the site upon which the violation is occurring;
3. A statement specifying the nature of the violation;
4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

plan or this ordinance and the date for the completion of such remedial action;

5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,
6. A statement that the determination of violation may be appealed to the City of Villa Rica) by filing a written notice of appeal within thirty (30) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient).

807.2 Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Villa Rica shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Villa Rica may take any one or more of the following actions or impose any one or more of the following penalties.

1. **Stop Work Order** -The City of Villa Rica may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
2. **Withhold Certificate of Occupancy** - The City of Villa Rica may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures

SECTION 800 ORDINANCE FOR POST-DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND
REDEVELOPMENT

set forth in the notice of violation or has otherwise cured the violations described therein.

3. **Suspension, Revocation or Modification of Permit** - The City of Villa Rica may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the City of Villa Rica may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
4. **Civil Penalties** - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the City of Villa Rica shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City of Villa Rica has taken one or more of the actions described above, the City of Villa Rica may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains un-remedied after receipt of the notice of violation. If said penalty is not paid within the time presented by the City, the City has the right to enforce said claim in a Court of Competent Jurisdiction and/or in the alternative to pursue the criminal penalties detailed in (5) below. Additionally, the penalty shall become a special assessment against the property and shall constitute a lien on the property in the amount of the assessment.
5. **Criminal Penalties** - For intentional and flagrant violations of this ordinance, the City of Villa Rica may issue a citation to the applicant or other responsible person, requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Table of Contents

900.	STREAM BUFFER PROTECTION REGULATIONS	
901.	Title.....	900-1
902.	Findings and Purposes.....	900-1
902.1	Findings	900-1
902.2	Purposes.....	900-1
903.	Definitions.....	900-2
904.	Applicability	900-3
904.1	Provisions relating to pre-existing activities, permits or developments	900-3
904.2	Exemptions.....	900-4
905	Land Development Requirements	900-5
905.1	Buffer and Setback Requirements	900-5
905.2	Variance Procedures	900-6
906.	Compatibility with Other Buffer Regulations and Requirements	900-8
907.	Additional Information Requirements for Development on Buffer Zone Properties	900-8
908.	Responsibility	900-8
909.	Inspection	900-9
910.	Violations, Enforcement and Penalties	900-9
910.1	Notice of Violation	900-9
910.2	Penalties	900-10

911.	Administrative Appeal and Judicial Review	900-11
911.1	Administrative Appeal	900-11
911.2	Judicial Review	900-12
912.	Severability	900-12

900. STREAM BUFFER PROTECTION

901. Title

This ordinance shall be known as the “City of Villa Rica Stream Buffer Protection Ordinance.”

902. Findings and Purposes

902.1 Findings

Whereas, the City of Villa Rica finds that buffers adjacent to streams provide numerous benefits including:

1. Protecting, restoring and maintaining the chemical, physical and biological integrity of streams and their water resources
2. Removing pollutants delivered in urban stormwater
3. Reducing erosion and controlling sedimentation
4. Protecting and stabilizing stream banks
5. Providing for infiltration of stormwater runoff
6. Maintaining base flow of streams
7. Contributing organic matter that is a source of food and energy for the aquatic ecosystem
8. Providing tree canopy to shade streams and promote desirable aquatic habitat
9. Providing riparian wildlife habitat
10. Furnishing scenic value and recreational opportunity
11. Providing opportunities for the protection and restoration of greenspace

902.2 Purposes

It is the purpose of this Ordinance to protect the public health, safety, environment and general welfare; to minimize public and private losses

due to erosion, siltation and water pollution; and to maintain stream water quality by provisions designed to:

1. Create buffer zones along the streams of City of Villa Rica for the protection of water resources; and,
2. Minimize land development within such buffers by establishing buffer zone requirements and by requiring authorization for any such activities.

903. **Definitions**

Buffer means, with respect to a stream, a natural or enhanced vegetated area (established by Section 905.1(1) below), lying adjacent to the stream.

Impervious Cover means any manmade paved, hardened or structural surface regardless of material. Impervious cover includes but is not limited to rooftops, buildings, streets, roads, decks, swimming pools and any concrete or asphalt.

Land Development means any land change, including but not limited to clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving and any other installation of impervious cover.

Land Development Activity means those actions or activities which comprise, facilitate or result in land development.

Land Disturbance means any land or vegetation change, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, that do not involve construction, paving or any other installation of impervious cover.

Land Disturbance Activity means those actions or activities which comprise, facilitate or result in land disturbance.

Floodplain means any land area susceptible to flooding, which would have at least a one percent probability of flooding occurrence in any calendar year based on the basin being fully developed as shown on the current land use plan; i.e., the regulatory flood.

Parcel means any plot, lot or acreage shown as a unit on the latest county tax assessment records.

Permit means the permit issued by the City of Villa Rica required for undertaking any land development activity.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

Protection Area, or Stream Protection Area means, with respect to a stream, the combined areas of all required buffers and setbacks applicable to such stream.

Riparian means belonging or related to the bank of a river, stream, lake, pond or impoundment.

Setback means, with respect to a stream, the area established by Section 905.1 (2) extending beyond any buffer applicable to the stream.

Stream means any stream, beginning at:

1. The location of a spring, seep, or groundwater outflow that sustains stream flow; or
2. A point in the stream channel with a drainage area of 25 acres or more; or
3. Where evidence indicates the presence of a stream in a drainage area of other than 25 acres, the City of Villa Rica may require field studies to verify the existence of a stream.

Stream Bank means the sloping land that contains the stream channel and the normal flows of the stream.

Stream Channel means the portion of a watercourse that contains the base flow of the stream.

Watershed means the land area that drains into a particular stream.

904. **Applicability**

This ordinance shall apply to all land development activity on property containing a stream protection area as defined in Section 903 of this ordinance. These requirements are in addition to, and do not replace or supersede, any other applicable buffer requirements established under state law and approval or exemption from these requirements do not constitute approval or exemption from buffer requirements established under state law or from other applicable local, state or federal regulations.

904.1 **Provisions relating to pre-existing activities, permits or developments**

This ordinance shall not apply to the following activities:

1. Work consisting of the repair or maintenance of any lawful use of land that is zoned and approved for such use on or before the effective date of this ordinance.
2. Existing development and on-going land disturbance activities including but not limited to existing agriculture, silviculture, landscaping, gardening and lawn maintenance, except that new development or land disturbance activities on such properties will be subject to all applicable buffer requirements.
3. Any land development activity that is under construction, fully approved for development, scheduled for permit approval or has been submitted for approval as of the effective date of this ordinance.
4. Land development activity that has not been submitted for approval, but that is part of a larger master development plan, such as for an office park or other phased development that has been previously approved within two years of the effective date of this ordinance.

904.2 Exemptions

The following specific activities are exempt from this ordinance. Exemption of these activities does not constitute an exemption for any other activity proposed on a property.

1. Activities for the purpose of building one of the following:
 - a stream crossing by a driveway, transportation route or utility line;
 - public water supply intake or public wastewater outfall structures;
 - intrusions necessary to provide access to a property;
 - public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
 - unpaved foot trails and paths;
 - activities to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat, so long as native vegetation and bioengineering techniques are used.
2. Public sewer line easements paralleling the creek, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of the bank. This includes such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures. This exemption shall not be construed as allowing the construction of roads, bike paths or other transportation routes in such

easements, regardless of paving material, except for access for the uses specifically cited in Item 904.2 (1) above.

3. Land development activities within a right-of-way existing at the time this ordinance takes effect or approved under the terms of this ordinance.
4. Within an easement of any utility existing at the time this ordinance takes effect or approved under the terms of this ordinance, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
5. Emergency work necessary to preserve life or property. However, when emergency work is performed under this section, the person performing it shall report such work to the City of Villa Rica on the next business day after commencement of the work. Within 10 days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the City of Villa Rica to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
6. Forestry and silviculture activities on land that is zoned for forestry, silvicultural or agricultural uses and are not incidental to other land development activity. If such activity results in land disturbance in the buffer that would otherwise be prohibited, then no other land disturbing activity other than normal forest management practices will be allowed on the entire property for three years after the end of the activities that intruded on the buffer.

After the effective date of this ordinance, it shall apply to new subdividing and platting activities.

Any land development activity within a buffer established hereunder or any impervious cover within a setback established hereunder is prohibited unless a variance is granted pursuant to Section 905.2 below.

905. **Land Development Requirements**

905.1 **Buffer and Setback Requirements**

All land development activity subject to this ordinance shall meet the following requirements:

1. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.
2. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.
3. No septic tanks or septic tank drain fields shall be permitted within the buffer or the setback.

905.2 Variance Procedures

Variances from the above buffer and setback requirements may be granted in accordance with the following provisions:

1. Where a parcel was platted prior to the effective date of this ordinance, and its shape, topography or other existing physical condition prevents land development consistent with this ordinance, and the City of Villa Rica finds and determines that the requirements of this ordinance prohibit the otherwise lawful use of the property by the owner, the City of Villa Rica may grant a variance from the buffer and setback requirements hereunder, provided such variance require mitigation measures to offset the effects of any proposed land development on the parcel.
2. Except as provided above, the City of Villa Rica shall grant no variance from any provision of this ordinance without first conducting a public hearing on the application for variance and authorizing the granting of the variance by an affirmative vote of the Villa Rica City Council. The City of Villa Rica shall give public notice of each such public hearing in a newspaper of general circulation within the City of Villa Rica. The City of Villa Rica shall require that the applicant post a sign giving notice of the proposed variance and the public hearing. The sign shall be of a size and posted in such a location on the property as to be clearly visible from the primary adjacent road right-of-way.

Variances will be considered only in the following cases:

- a. When a property's shape, topography or other physical conditions existing at the time of the adoption of this ordinance prevents land development unless a buffer variance is granted.
- b. Unusual circumstances when strict adherence to the minimal buffer requirements in the ordinance would create an extreme hardship.

Variances will not be considered when, following adoption of this ordinance, actions of any property owner of a given property have created conditions of a hardship on that property.

3. At a minimum, a variance request shall include the following information:
 - a. A site map that includes locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by field survey;
 - b. A description of the shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;
 - c. A detailed site plan that shows the locations of all existing and proposed structures and other impervious cover, the limits of all existing and proposed land disturbance, both inside and outside the buffer and setback. The exact area of the buffer to be affected shall be accurately and clearly indicated;
 - d. Documentation of unusual hardship should the buffer be maintained;
 - e. At least one alternative plan, which does not include a buffer or setback intrusion, or an explanation of why such a site plan is not possible;
 - f. A calculation of the total area and length of the proposed intrusion;
 - g. A stormwater management site plan, if applicable; and,
 - h. Proposed mitigation, if any, for the intrusion. If no mitigation is proposed, the request must include an explanation of why none is being proposed.
4. The following factors will be considered in determining whether to issue a variance:
 - a. The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;
 - b. The locations of all streams on the property, including along property boundaries;
 - c. The location and extent of the proposed buffer or setback intrusion; and,
 - d. Whether alternative designs are possible which require less intrusion or no intrusion;
 - e. The long-term and construction water-quality impacts of the proposed variance;
 - f. Whether issuance of the variance is at least as protective of natural resources and the environment.

906. **Compatibility with Other Buffer Regulations and Requirements**

This ordinance is not intended to interfere with, abrogate or annul any other ordinance, rule or regulation, statute or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

907. **Additional Information Requirements for Development on Buffer Zone Properties**

Any permit applications for property requiring buffers and setbacks hereunder must include the following:

1. A site plan showing:
 - a. The location of all streams on the property;
 - b. Limits of required stream buffers and setbacks on the property;
 - c. Buffer zone topography with contour lines at no greater than five (5)-foot contour intervals;
 - d. Delineation of forested and open areas in the buffer zone; and,
 - e. Detailed plans of all proposed land development in the buffer and of all proposed impervious cover within the setback;
2. A description of all proposed land development within the buffer and setback; and,
3. Any other documentation that the City of Villa Rica may reasonably deem necessary for review of the application and to insure that the buffer zone ordinance is addressed in the approval process.

All buffer and setback areas must be recorded on the final plat of the property following plan approval.

908. **Responsibility**

Neither the issuance of a development permit nor compliance with the conditions thereof, nor with the provisions of this ordinance shall relieve any person from any responsibility otherwise imposed by law for damage to persons or property; nor shall the issuance of any permit hereunder serve to impose any liability upon the City of Villa Rica, its officers or employees, for injury or damage to persons or property.

909. **Inspection**

The City of Villa Rica may cause inspections of the work in the buffer or setback to be made periodically during the course thereof and shall make a final inspection following completion of the work. The permittee shall assist the City of Villa Rica in making such inspections. The City of Villa Rica shall have the authority to conduct such investigations as it may reasonably deem necessary to carry out its duties as prescribed in this ordinance, and for this purpose to enter at reasonable time upon any property, public or private, for the purpose of investigating and inspecting the sites of any land development activities within the protection area.

No person shall refuse entry or access to any authorized representative or agent who requests entry for purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out official duties.

910. **Violations, Enforcement and Penalties**

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved site plan or permit may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

910.1 **Notice of Violation**

If the City of Villa Rica determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved site plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured the appropriate permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

1. The name and address of the owner or the applicant or the responsible person;
2. The address or other description of the site upon which the violation is occurring;

3. A statement specifying the nature of the violation;
4. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the approved site plan or this ordinance and the date for the completion of such remedial action;
5. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,
6. A statement that the determination of violation may be appealed to the City of Villa Rica by filing a written notice of appeal within thirty (30) days after the notice of violation (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient).

910.2 Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Villa Rica shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Villa Rica may take any one or more of the following actions or impose any one or more of the following penalties.

1. **Stop Work Order** - The City of Villa Rica may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take necessary remedial measures to cure such violation or violations.
2. **Withhold Certificate of Occupancy** - The City of Villa Rica may refuse to issue a certificate of occupancy for the building or other

improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

3. **Suspension, Revocation or Modification of Permit** - The City of Villa Rica may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City of Villa Rica may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
4. **Civil Penalties** - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days (or such greater period as the City of Villa Rica shall deem appropriate) (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City of Villa Rica has taken one or more of the actions described above, the City may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
5. **Criminal Penalties** - For intentional and flagrant violations of this ordinance, the City of Villa Rica may issue a citation to the applicant or other responsible person, requiring such person to appear in Magistrate Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

911. **Administrative Appeal and Judicial Review**

911.1 **Administrative Appeal**

Any person aggrieved by a decision or order of the City of Villa Rica, may appeal in writing within 30 days after the issuance of such decision or order to the City of Villa Rica and shall be entitled to a hearing before the Villa Rica City Council within 30 days of receipt of the written appeal.

911.2 Judicial Review

Any person aggrieved by a decision or order of the City of Villa Rica, after exhausting all administrative remedies, shall have the right to appeal de novo to the Magistrate Court.

912. Severability

If any article, section, subsection, paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decision shall not affect or invalidate the remaining portions of this ordinance.

Table of Contents

1000.	ILLICIT DISCHARGE AND ILLEGAL CONNECTION ORDINANCE	1000-1
1001.	General Provisions.....	1000-1
1001.1	Purpose and Intent.....	1000-1
1001.2	Applicability.....	1000-2
1001.3	Compatibility with Other Regulations	1000-2
1001.4	Severability	1000-2
1001.5	Responsibility for Administration	1000-3
1002.	Definitions	1000-3
1003.	Prohibitions.....	1000-5
1003.1	Prohibitions of Illicit Discharges.....	1000-5
1003.2	Prohibition of Illegal Connections.....	1000-6
1004.	Industrial or Construction Activity Discharges	1000-6
1005.	Access and Inspection of Properties and Facilities	1000-7
1006.	Notification of Accidental Discharges and Spills ...	1000-8
1007.	Violations, Enforcement and Penalties	1000-8
1007.1	Violations	1000-8
1007.2	Notice of Violations	1000-9
1007.3	Appeal of Notice of Violation	1000-10
1007.4	Enforcement Measures After Appeal	1000-10
1007.5	Costs of Abatement of the Violation	1000-10
1007.6	Civil Penalties	1000-10

1007.7	Criminal Penalties	1000-11
1007.8	Violations Deemed a Public Nuisance	1000-11
1007.9	Remedies Not Exclusive	1000-11

1000. **ILLICIT DISCHARGE AND ILLEGAL CONNECTION ORDINANCE**

Introduction

It is hereby determined that:

Discharges to the City of Villa Rica separate storm sewer system that are not composed entirely of stormwater runoff contribute to increased nonpoint source pollution and degradation of receiving waters;

These non-stormwater discharges occur due to spills, dumping and improper connections to the City of Villa Rica separate storm sewer system from residential, industrial, commercial or institutional establishments.

These non-stormwater discharges not only impact waterways individually, but geographically dispersed, small volume non-stormwater discharges can have cumulative impacts on receiving waters.

The impacts of these discharges adversely affect public health and safety, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters;

These impacts can be minimized through the regulation of spills, dumping and discharges into the City of Villa Rica separate storm sewer system;

Localities in the State of Georgia are required to comply with a number of State and Federal laws, regulations and permits which require a locality to address the impacts of stormwater runoff quality and nonpoint source pollution due to improper non-stormwater discharges to the City of Villa Rica separate storm sewer system;

Therefore, the City of Villa Rica adopts this ordinance to prohibit such non-stormwater discharges to the City of Villa Rica separate storm sewer system. It is determined that the regulation of spills, improper dumping and discharges to the City of Villa Rica separate storm sewer system is in the public interest and will prevent threats to public health and safety, and the environment.

1001. **General Provisions**

1001.1 **Purpose and Intent**

The purpose of this ordinance is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to the City of Villa Rica separate storm sewer system to the maximum extent practicable as required by Federal law.

This ordinance establishes methods for controlling the introduction of pollutants into the City of Villa Rica separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are to:

1. Regulate the contribution of pollutants to the City of Villa Rica separate storm sewer system by any person;
2. Prohibit illicit discharges and illegal connections to the City of Villa Rica separate storm sewer system;
3. Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the City of Villa Rica separate storm sewer system; and,
4. To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this ordinance.

1001.2 Applicability

The provisions of this ordinance shall apply throughout the corporate limits of the City of Villa Rica.

1001.3 Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

1001.4 Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

1001.5 Responsibility for Administration

The City of Villa Rica shall administer, implement, and enforce the provisions of this ordinance.

1002. Definitions

Accidental Discharge means a discharge prohibited by this ordinance which occurs by chance and without planning or thought prior to occurrence.

Clean Water Act means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction Activity means activities subject to the Georgia Erosion and Sedimentation Control Act or NPDES General Construction Permits. These include construction projects resulting in land disturbance. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Illicit Discharge means any direct or indirect non-stormwater discharge to the City of Villa Rica separate storm sewer system, except as exempted in Section 1003 of this ordinance.

Illegal Connection means either of the following:

- a) Any pipe, open channel, drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system, regardless of whether such pipe, open channel, drain or conveyance has been previously allowed, permitted, or approved by an authorized enforcement agency; or
- b) Any pipe, open channel, drain or conveyance connected to the City of Villa Rica separate storm sewer system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial Activity means activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit means a permit issued by the Georgia EPD under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

City of Villa Rica Separate Storm Sewer System (MS4) means any facility designed or used for collecting and/or conveying stormwater, including but not limited to any roads with drainage systems, highways, City of Villa Rica streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, ditches, swales, natural and man-made or altered drainage channels, reservoirs, and other drainage structures, and which is:

- a) Owned or maintained by the City of Villa Rica;
- b) Not a combined sewer; and
- c) Not part of a publicly-owned treatment works.

Non-Stormwater Discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means, except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

Pollution means the contamination or other alteration of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

Premises mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

State Waters means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and subsurface water, natural or artificial, lying within or forming a part of the

boundaries of the State of Georgia which are not entirely confined and retained completely upon the property of a single person.

Stormwater Runoff or Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Structural Stormwater Control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow.

1003. **Prohibitions**

1003.1 **Prohibition of Illicit Discharges**

No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the City of Villa Rica separate storm sewer system any pollutants or waters containing any pollutants, other than stormwater.

The following discharges are exempt from the prohibition provision above:

1. Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, and any other water source not containing pollutants;
2. Discharges or flows from fire fighting, and other discharges specified in writing by the City of Villa Rica as being necessary to protect public health and safety;
3. The prohibition provision above shall not apply to any non-stormwater discharge permitted under an NPDES permit or order issued to the discharger and administered under the authority of the State and the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the City of Villa Rica separate storm sewer system.

1003.2 Prohibition of Illegal Connections

The construction, connection, use, maintenance or continued existence of any illegal connection to the City of Villa Rica separate storm sewer system is prohibited.

1. This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
2. A person violates this ordinance if the person connects a line conveying sewage to the City of Villa Rica separate storm sewer system, or allows such a connection to continue.
3. Improper connections in violation of this ordinance must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the City of Villa Rica Sewer Department.
4. Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the City of Villa Rica requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the City of Villa Rica.

1004. Industrial or Construction Activity Discharges

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Villa Rica prior to allowing discharges to the City of Villa Rica separate storm sewer system.

1005. **Access and Inspection of Properties and Facilities**

The City of Villa Rica shall be permitted to enter and inspect properties and facilities at reasonable times as often as may be necessary to determine compliance with this ordinance.

1. If a property or facility has security measures in force which require proper identification and clearance before entry into its premises, the owner or operator shall make the necessary arrangements to allow access to representatives of the City of Villa Rica.
2. The owner or operator shall allow the City of Villa Rica ready access to all parts of the premises for the purposes of inspection, sampling, photography, videotaping, examination and copying of any records that are required under the conditions of an NPDES permit to discharge stormwater.
3. The City of Villa Rica shall have the right to set up on any property or facility such devices as are necessary in the opinion of the City of Villa Rica to conduct monitoring and/or sampling of flow discharges.
4. The City of Villa Rica may require the owner or operator to install monitoring equipment and perform monitoring as necessary, and make the monitoring data available to the City of Villa Rica. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner or operator at his/her own expense. All devices used to measure flow and quality shall be calibrated to ensure their accuracy.
5. Any temporary or permanent obstruction to safe and easy access to the property or facility to be inspected and/or sampled shall be promptly removed by the owner or operator at the written or oral request of the City of Villa Rica and shall not be replaced. The costs of clearing such access shall be borne by the owner or operator.
6. Unreasonable delays in allowing the City of Villa Rica access to a facility is a violation of this ordinance.
7. If the City of Villa Rica has been refused access to any part of the premises from which stormwater is discharged, and the City of Villa Rica is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, environment and welfare of the community, then the City of Villa Rica may seek issuance of a search warrant from any court of competent jurisdiction.

1006. **Notification of Accidental Discharges and Spills**

Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or non-stormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the City of Villa Rica separate storm sewer system, State Waters, or Waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge. .

Said person shall notify the authorized enforcement agency in person or by phone, facsimile or in person no later than 24 hours of the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Villa Rica within three business days of the phone or in person notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

Failure to provide notification of a release as provided above is a violation of this ordinance.

1007. **Violations, Enforcement and Penalties**

1007.1 **Violations**

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

In the event the violation constitutes an immediate danger to public health or public safety, the City of Villa Rica is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The City of Villa Rica is authorized to seek costs of the abatement as outlined in Section 7.5-248, E.

1007.2 Notice of Violation

Whenever the City of Villa Rica finds that a violation of this ordinance has occurred, the City of Villa Rica may order compliance by written notice of violation.

A. The notice of violation shall contain:

- (1) The name and address of the alleged violator;
- (2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to restore compliance with this ordinance and a time schedule for the completion of such remedial action;
- (5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed; and,
- (6) A statement that the determination of violation may be appealed to the City of Villa Rica by filing a written notice of appeal within thirty (30) days of service of notice of violation.

B. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit discharges and illegal connections;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- (5) Payment of costs to cover administrative and abatement costs; and,
- (6) The implementation of pollution prevention practices.

1007.3 Appeal of Notice of Violation

Any person receiving a Notice of Violation may appeal the determination of the City of Villa Rica. The notice of appeal must be received within thirty (30) days from the date of the Notice of Violation. Hearing on the appeal before the City Manager or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the appropriate authority or their designee shall be final.

1007.4 Enforcement Measures After Appeal

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 5 days of the decision of the City Manager or his/her designee of the City of Villa Rica, then representatives of the City of Villa Rica may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

1007.5 Costs of Abatement of the Violation

Within 10 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the assessment or to the amount of the assessment within 5 days of such notice. If the amount due is not paid within thirty (30) days after receipt of the notice, or if an appeal is taken, within thirty (30) days after a decision on said appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the City of Villa Rica by reason of such violation.

1007.6 Civil Penalties - In the event the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the City of Villa Rica shall deem appropriate, after the City of Villa Rica has taken one or more of the actions described above, the City

of Villa Rica may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

1007.7 **Criminal Penalties** - For intentional and flagrant violations of this ordinance, the City of Villa Rica may issue a citation to the alleged violator requiring such person to appear in Magistrate Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

1007.8 **Violations Deemed a Public Nuisance**
In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.

1007.9 **Remedies Not Exclusive**
The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable Federal, State or local law and the City of Villa Rica may seek cumulative remedies.

The City of Villa Rica may recover attorney's fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

SECTION 1100 CONSERVATION SUBDIVISION / OPEN SPACE
DEVELOPMENT ORDINANCE

Table of Contents

1100. **CONSERVATION SUBDIVISION / OPEN SPACE
DEVELOPMENT ORDINANCE**

1101. Purposes.....	1100-1
1102. General Regulations.....	1100-1
1103. Application Requirements.....	1100-2
1104. Open Space.....	1100-3

1100. CONSERVATION SUBDIVISION / OPEN SPACE DEVELOPMENT

1101. Purposes

- a. To provide for the preservation of greenspace as a nonstructural stormwater runoff and watershed protection measure.
- b. To provide a residential zoning district that permits flexibility of design in order to promote environmentally sensitive and efficient uses of the land.
- c. To preserve in perpetuity unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, steep slopes, woodlands and wildlife habitat.
- d. To permit clustering of houses and structures on less environmentally sensitive soils which will reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for residential development.
- e. To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation in residential development.
- f. To promote interconnected greenways and corridors throughout the community.
- g. To promote contiguous greenspace with adjacent jurisdictions.
- h. To encourage interaction in the community by clustering houses and orienting them closer to the street, providing public gathering places and encouraging use of parks and community facilities as focal points in the neighborhood.
- i. To encourage street designs that reduce traffic speeds and reliance on main arteries.
- j. To promote construction of convenient landscaped walking trails and bike paths both within the subdivision and connected to neighboring communities, businesses, and facilities to reduce reliance on automobiles.
- k. To conserve scenic views and reduce perceived density by maximizing the number of houses with direct access to and views of open space.

- l. To preserve important historic and archaeological sites.

1102. **General Regulations**

- A. Applicability of Regulations. This Conservation Subdivision option is available within the City of Villa Rica as a use by right. Applicant shall comply with all other provisions of the zoning code and all other applicable laws, except those that are incompatible with the provisions contained herein.
- B. Ownership of Development Site. The tract of land to be subdivided may be held in single and separate ownership or in multiple ownership. If held in multiple ownership, however, the site shall be developed according to a single plan with common authority and common responsibility.
- C. Housing Density Determination. The maximum number of lots in the Conservation Subdivision shall be determined by either of the following two methods, at the discretion of the local jurisdiction:
 1. Calculation: The maximum number of lots is determined by dividing the area of the tract of land by the minimum lot size specified in the underlying zoning. In making this calculation, the following shall not be included in the total area of the parcel:
 - a. slopes over 25 percent of at least 5,000 square feet contiguous area;
 - b. the 100-year floodplain;
 - c. bodies of open water over 5,000 square feet contiguous area;
 - d. wetlands that meet the definition of the Army Corps of Engineers pursuant to the Clean Water Act; or,
 - e. anticipated right-of-way needs for roads and utilities.
 2. Yield Plan: The maximum number of lots is based on a conventional subdivision design plan, prepared by the applicant, in which the tract of land is subdivided in a manner intended to yield the highest number of lots possible. The plan does not have to meet formal requirements for a site design plan, but the design must be capable of being constructed given site features and all applicable regulations.

1103. **Application Requirements**

- A. Site Analysis Map Required. Concurrent with the submission of a site concept plan, Applicant shall prepare and submit a site analysis map. The

SECTION 1100 CONSERVATION SUBDIVISION / OPEN SPACE
DEVELOPMENT ORDINANCE

purpose of the site analysis map is to ensure that the important site features have been adequately identified prior to the creation of the site design, and that the proposed Open Space will meet the requirements of this article. The preliminary site plan shall include the following features:

1. Property boundaries;
 2. All streams, rivers, lakes, wetlands and other hydrologic features;
 3. Topographic contours of no less than 10-foot intervals;
 4. All Primary and Secondary Conservation Areas labeled by type, as described in Section 1104 of this Article;
 5. General vegetation characteristics;
 6. General soil types;
 7. The planned location of protected Open Space;
 8. Existing roads and structures; and,
 9. Potential connections with existing greenspace and trails.
- B. Open Space Management Plan Required. An open space management plan, as described in Section 1104, shall be prepared and submitted prior to the issuance of a land disturbance permit.
- C. Instrument of Permanent Protection Required. An instrument of permanent protection, such as a conservation easement or permanent restrictive covenant and as described in Section 1104, shall be placed on the Open Space concurrent with the issuance of a land disturbance permit.
- D. Other Requirements. The Applicant shall adhere to all other applicable requirements of the underlying zoning and the Code of Ordinances of the City of Villa Rica.

1104. Open Space

- A. Definition. Open Space is the portion of the conservation subdivision that has been set aside for permanent protection. Activities within the Open Space are restricted in perpetuity through the use of an approved legal instrument.
- B. Standards to Determine Open Space.

SECTION 1100 CONSERVATION SUBDIVISION / OPEN SPACE
DEVELOPMENT ORDINANCE

1. The minimum restricted Open Space shall comprise at least 40% of the gross tract area.
2. The following are considered Primary Conservation Areas and are required to be included within the Open Space, unless the Applicant demonstrates that this provision would constitute an unusual hardship and be counter to the purposes of this article:
 - a. The regulatory 100-year floodplain;
 - b. Buffer zones of at least 75 ft width along all perennial and intermittent streams;
 - c. Slopes above 25 percent of at least 5,000 square feet contiguous area;
 - d. Wetlands that meet the definition used by the Army Corps of Engineers pursuant to the Clean Water Act;
 - e. Populations of endangered or threatened species, or habitat for such species; and,
 - f. Archaeological sites, cemeteries and burial grounds
3. The following are considered Secondary Conservation Areas and should be included within the Open Space to the maximum extent feasible.
 - a. Important historic sites;
 - b. Existing healthy, native forests of at least one acre contiguous area;
 - c. Individual existing healthy trees greater than 8 inches caliper, as measured from their outermost drip line;
 - d. Other significant natural features and scenic viewsheds such as ridge lines, peaks and rock outcroppings, particularly those that can be seen from public roads;
 - e. Prime agricultural lands of at least five acres contiguous area; and,
 - f. Existing trails that connect the tract to neighboring areas.
4. Above-ground utility rights-of-way and small areas of impervious surface may be included within the protected Open Space but cannot be counted towards the 40 percent minimum area requirement (exception: historic structures and existing trails may be counted). Large areas of impervious surface shall be excluded from the Open Space.
5. At least 75 percent of the Open Space shall be in a contiguous tract. The Open Space should adjoin any neighboring areas of Open Space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected Open Space.

SECTION 1100 CONSERVATION SUBDIVISION / OPEN SPACE
DEVELOPMENT ORDINANCE

6. The Open Space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the Open Space.
- C. Permitted Uses of Open Space. Uses of Open Space may include the following:
1. Conservation of natural, archeological or historical resources;
 2. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
 3. Walking or bicycle trails, provided they are constructed of porous paving materials;
 4. Passive recreation areas;
 5. Active recreation areas, provided that they are limited to no more than 10 percent of the total Open Space and are not located within Primary Conservation Areas. Active recreation areas may include impervious surfaces. Active recreation areas in excess of this limit must be located outside of the protected Open Space;
 6. Agriculture, horticulture, silviculture or pasture uses, provided that all applicable best management practices are used to minimize environmental impacts, and such activities are not conducted within Primary Conservation Areas;
 7. Nonstructural stormwater management practices;
 8. Easements for drainage, access, and underground utility lines; or
 9. Other conservation-oriented uses compatible with the purposes of this ordinance.
- D. Prohibited uses of Open Space
1. Golf courses;
 2. Roads, parking lots and impervious surfaces, except as specifically authorized in the previous sections;
 3. Agricultural and forestry activities not conducted according to accepted Best Management Practices; and,
 4. Other activities as determined by the Applicant and recorded on the legal instrument providing for permanent protection.

E. Ownership and Management of Open Space.

1. Ownership of Open Space. The applicant must identify the owner of the Open Space who is responsible for maintaining the Open Space and facilities located thereon. If a Homeowners Association is the owner, membership in the association shall be mandatory and automatic for all homeowners of the subdivision and their successors. If a Homeowners Association is the owner, the Homeowners' Association shall have lien authority to ensure the collection of dues from all members. The responsibility for maintaining the Open Space and any facilities located thereon shall be borne by the owner.
2. Management Plan. Applicant shall submit a Plan for Management of Open Space and Common Facilities ("Plan") that:
 - a. allocates responsibility and guidelines for the maintenance and operation of the Open Space and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
 - b. estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the Open Space and outlines the means by which such funding will be obtained or provided;
 - c. provides that any changes to the Plan be approved by the City of Villa Rica; and,
 - d. provides for enforcement of the Plan.
3. In the event the party responsible for maintenance of the Open Space fails to maintain all or any portion in reasonable order and condition, the City of Villa Rica may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the owner, Homeowner's Association, or to the individual property owners that make up the Homeowner's Association, and may include administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

F. Legal Instrument for Permanent Protection

1. The Open Space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument shall be one of the following:
 - a. A permanent conservation easement in favor of either:
 - (i) a land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence

SECTION 1100 CONSERVATION SUBDIVISION / OPEN SPACE
DEVELOPMENT ORDINANCE

- and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; or
 - (ii) a governmental entity with an interest in pursuing goals compatible with the purposes of this ordinance. If the entity accepting the easement is not the City of Villa Rica, then a third right of enforcement favoring the City of Villa Rica shall be included in the easement;
 - b. A permanent restrictive covenant for conservation purposes in favor of a governmental entity; or,
 - c. An equivalent legal tool that provides permanent protection, if approved by the City of Villa Rica.
2. The instrument for permanent protection shall include clear restrictions on the use of the Open Space. These restrictions shall include all restrictions contained in this article, as well as any further restrictions the Applicant chooses to place on the use of the Open Space.

Table of Contents

1200. LITTER CONTROL ORDINANCE

1201. General Provisions.....	1200-1
1201.1 Purpose and Intent	1200-1
1201.2 Applicability	1200-1
1201.3 Compatibility with Other Regulations	1200-1
1201.4 Severability	1200-1
1202. Definitions	1200-2
1203. Prohibition Against Littering Public or Private Property or Waters	1200-2
1204. Vehicle Loads Causing Litter.....	1200-2
1205. Violations, Enforcement and Penalties	1200-2
1205.1 Violations	1200-2
1205.2 Evidence	1200-3
1205.3 Penalties	1200-3
1205.4 Enforcement	1200-4

1200. LITTER CONTROL ORDINANCE

1201. General Provisions

1201.1 Purpose and Intent

The purpose of this ordinance is to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter. The objectives of this ordinance are:

1. Provide for uniform prohibition throughout the City of Villa Rica of any and all littering on public or private property; and,
2. Prevent the desecration of the beauty and quality of life of the City of Villa Rica and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

1201.2 Applicability

This ordinance shall apply to all public and private property within the City of Villa Rica.

1201.3 Compatibility with Other Regulations

This ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

1201.4 Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

1202. **Definitions**

Litter means any organic or inorganic waste material, rubbish, refuse, garbage, trash, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A., §16-7-51, paragraph 6.

Public or private property means the right of way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and residential, commercial, industrial, or farm properties.

1203. **Prohibition Against Littering Public or Private Property or Waters**

It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in the City of Villa Rica or any waters in this City unless:

1. The property is designated by the State or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
2. The litter is placed into a receptacle or container installed on such property; or,
3. The person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

1204. **Vehicle Loads Causing Litter**

No person shall operate any motor vehicle with a load on or in such vehicle unless the load on or in such vehicle is adequately secured to prevent the dropping or shifting of materials from such load onto the roadway.

1205. **Violations, Enforcement and Penalties**

1205.1 **Violations**

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who

has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.

1205.2 Evidence

1. Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this ordinance, it shall be prima facie evidence that the operator of the conveyance has violated this ordinance.
2. Except as provided in subsection (1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this ordinance is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this ordinance.

1205.3 Penalties

Any person who violates this ordinance shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:

1. By a fine of not less than \$200 and not more than \$1,000; and
2. In addition to the fine set out in subsection 1 above, the violator shall reimburse the City of Villa Rica for the reasonable cost of removing the litter when the litter is or is ordered removed by the City; and
3.
 - a. In the sound discretion of the court, the person may be directed to pick up and remove from any public street or highway or public right-of way for a distance not to exceed one mile any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
 - b. In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and

removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence; and,

4. The court may publish the names of persons convicted of violating this ordinance.

1205.4 Enforcement

All Code Enforcement Officers of the City of Villa Rica, law enforcement agencies, officers and officials of this state or any political subdivision thereof, or any enforcement agency, officer or any official of any commission of this state or any political subdivision thereof, are hereby authorized, empowered and directed to enforce compliance with this article.



CITY OF VILLA RICA
FINANCIAL UPDATE
March 2018

CASH			SELF-FUNDED INSURANCE				
	3-31-2017	3-31-2018	United Healthcare		Self-Funded		Cash Outlay
Total Cash in Bank	\$ 7,076,902	\$ 9,743,606	Premiums Paid		Admin + Claims Paid		Difference
General Fund	\$ 6,370,361	\$ 7,144,823	Oct-Dec '16	338,617	Oct-Dec '17	219,994	118,623
Water/Sewer Fund	\$ (655,240)	\$ 798,876	Jan 2017	111,397	Jan 2018	78,449	32,948
Sanitation/Solid Waste	\$ (280,336)	\$ (426,970)	Feb 2017	115,190	Feb 2018	89,085	26,105
2008 Carroll SPLOST	\$ 697,125	\$ 684,671	Mar 2017	115,887	Mar 2018	94,845	21,042
2015 Carroll SPLOST	\$ 843,258	\$ 326,967	TOTALS \$ 681,090		\$ 482,373		\$ 198,717
2016 Douglas SPLOST	\$ 84	\$ 450,788					

OTHER HIGHLIGHTS			GROWTH				
Previously Qualified Senior Discounted Customers	670		<i>Residential</i>	2017		2018	
Total Applications received as of 4-17-18	338			#	Amount	#	Amount
Qualified Low-Income Seniors as of 4-17-18	296		Building Permits	11	\$ 15,675	65	\$ 76,348
Percentage of previously qualified seniors	44%		Water Taps	15	\$ 22,500	62	\$ 93,000
Disqualified applicants due to income	22		Sewer Taps	13	\$ 52,000	60	\$ 240,000
Seniors who have turned in partial application	20		<i>Commercial</i>	# Amount		# Amount	
			Building Permits	2	\$ 1,176	-	\$ -
			Water Taps	-	\$ -	-	\$ -
			Sewer Taps	-	\$ -	-	\$ -

BUSINESS ACTIVITY			SANITATION/ SOLID WASTE		
WATER/SEWER	2017	2018	2017	2018	
Water Revenue	\$ 511,384	\$ 547,680	Sanitation Revenue	\$ 121,884	\$ 145,653
Sewer Revenue	\$ 449,871	\$ 599,286	Solid Waste Revenue	\$ 48,908	\$ 67,994
Misc. Revenue	\$ 281,792	\$ 382,386	Misc. Revenue	\$ -	\$ 25,833
Total Revenue	\$ 1,243,048	\$ 1,529,352	Total Revenue	\$ 170,791	\$ 239,480
Water Expenses	\$ 381,440	\$ 293,332	Sanitation Expenses	\$ 155,511	\$ 165,626
Sewer Expenses	\$ 327,862	\$ 332,868	Solid Waste Expenses	\$ 92,160	\$ 138,333
Dist./Coll. Expenses	\$ 251,601	\$ 285,280	Depreciation	\$ 2,499	\$ 19,367
Debt Expense	\$ 430,857	\$ 571,464	Total Expenses	\$ 250,169	\$ 323,325
Depreciation	\$ 368,294	\$ 376,650			
Total Expenses	\$ 1,760,054	\$ 1,859,594			
Net Income (Loss)	\$ (517,006)	\$ (330,242)	Net Income (Loss)	\$ (79,378)	\$ (83,846)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Ordinance Providing for the Better Collection and Administration of Hotel-Motel Tax

AGENDA DATE: May 1, 2018

DATE PREPARED: 4/18/2018

PREPARED BY: David Mecklin

AMOUNT: N/A

GL ACCOUNT #:

PURPOSE: To amend the ordinance related to the collection and administration of hotel-motel tax adopted by Council on March 6, 2018.

BACKGROUND: The ordinance adopted by Council included several proposed changes which staff believed would improve the ordinance. The City has since been advised by our representatives that the proposed changes need to be made in order to comply with State law.

STAFF RECOMMENDATION: To approve the amendment to the ordinance governing collection and administration of hotel – motel tax receipts.

IMPACT: The adoption of the amendment will bring the ordinance into compliance with existing State law.

MOTION: I make the motion to approve the proposed ordinance amending the City's existing ordinance providing for the better collection and administration of the hotel-motel tax as attached hereto.

ORDINANCE NO. 18- _____

BE IT HEREBY ORDAINED that an Ordinance of the City of Villa Rica providing for the better collection and administration of a hotel/motel tax adopted by the Mayor and Council at its regularly scheduled meeting on March 6, 2018 be amended as follows:

Section 6. Determination generally; returns; payments. Subsections (g) and (h) shall be deleted as currently written and replaced with the following language:

(g) Extension of time of filing; authority; requirements; remittance; penalty and interest. The governing authority of the city may, for good cause, extend the time for making returns for not longer than thirty (30) days. No extension shall be valid unless granted in writing upon written application of the lodging provider. Such grant may not be applicable for longer period than twelve (12) consecutive months. A lodging provider granted an extension shall remit tax equaling not less than one hundred percent (100%) of the tax paid for the corresponding period of the prior fiscal year; such remittance to be made on or before the date the tax would otherwise come due without the grant of extension. No penalty or interest shall be charged during the first ten (10) days of the extension period. Thereafter, interest shall be collected on the unpaid balance at the rate set forth in **OCGA** Section 48-2-40.

(h) Collection fee allowed lodging providers. Lodging providers collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent (3%) of the amount due, but only if the amount due was not delinquent at the time of payment.

SO ORDAINED, This the _____ day of May, 2018.

City of Villa Rica, Georgia

Jeff Reese, Mayor

Attest:

Alisa Doyal, City Clerk



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Renewal with GIRMA for Property and Liability Insurance
AGENDA DATE: 5/1/2018

DATE PREPARED: 4/17/2018
PREPARED BY: Sarah Hefty

AMOUNT: \$216,730
GL ACCOUNT #: ###-####-523100 (Liability Insurance accounts from all departments)

PURPOSE:

To approve a renewal with Georgia Interlocal Risk Management Agency (GIRMA) for property and liability insurance for the period of May 1, 2018 to May 1, 2019.

BACKGROUND: The terms of the renewal are attached. This quote is less than the 2017-2018 quote of \$219,325.

STAFF RECOMMENDATION: To approve the agreement with GIRMA for liability insurance.

IMPACT: The City will make four equal payments of \$54,182.50 in May, June, July, and August. Five (5) months of the expense will be posted to the 2018 operating budget and seven (7) months of the total will be posted to prepaid expense.

MOTION: I make a motion that we approve the renewal with Georgia Interlocal Risk Management Agency for the period of May 1, 2018 to May 1, 2019 in the amount of \$216,730.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2018-2019

CITY OF VILLA RICA

VI2

571 West Bankhead Highway

Villa Rica, GA 30180

Coverage Period:

May-01-2018 to May-01-2019

Presented by:



201 Prior Street
Atlanta, GA 30303

Quote Date:

4/5/2018

Administered by:

Willis Insurance Services of Georgia

Concourse Corporate Center Five, 18th Floor

Atlanta, GA 30328

800.332.1383

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2018-2019

CITY OF VILLA RICA

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$5,000,000
Failure to Supply Utilities Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$10,000
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft
- Non-Owned Watercraft
- Host Liquor Liability
- Worldwide Territory
- Garage Liability
- Garage Keepers Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2018-2019

CITY OF VILLA RICA

Public Officials / Errors & Omissions Liability

Each Wrongful Act or Occurrence
Aggregate Limit
Form

Limit of Liability

\$1,000,000
\$5,000,000
Occurrence

Deductible

\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2018-2019

CITY OF VILLA RICA

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$5,000
Uninsured Motorist Deductible	\$2,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$5,000
Collision Deductible	\$5,000
Hired Physical Damage Deductible	\$5,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

Crime / Fidelity	Limit of Liability
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Deductible	\$5,000

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2018-2019

CITY OF VILLA RICA

Property	Limit of Liability
Total Insured Values	\$63,400,058
Blanket Building & Contents	\$61,283,910
Mobile Equipment	\$2,116,148
Computers("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
CoInsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
 Deductible – Buildings & Contents (All Perils)	 \$5,000
Deductible – Mobile Equipment	\$5,000
 Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
 Equipment Breakdown	 Limit of Liability
Limit Per Occurrence	\$61,283,910
Ordinance or Law Limit	\$61,283,910
Hazardous Substance	\$250,000
 Deductible	 \$5,000
 Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$61,283,910
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2018-2019

CITY OF VILLA RICA

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$10,000
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Content and Historical Valuations	Included

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2018-2019

CITY OF VILLA RICA

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$30,122
Law Enforcement Liability – Before Credit	\$67,500
<i>Law Enforcement Initiative Credit Amount</i>	\$13,500
Law Enforcement Liability – After Credit	\$54,000
Public Officials Liability	\$52,768
Automobile Liability	\$26,901
Automobile Physical Damage	\$8,296
Property – Buildings & Contents	\$73,475
Mobile Equipment	\$2,409
Police Animal Mortality	\$1,000
Crime / Fidelity	\$3,088
Boiler & Machinery	\$6,674
Uninsured Motorist	\$1,084
Sub Total	\$259,817
Less Renewal Credit	\$43,087
Total	\$216,730

Disclaimer:

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Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
City of Villa Rica (VI2)	Effective Date	05/01/2018
GENERAL LIABILITY		
Grants Administered	\$0	
GROSS OPERATING EXPENDITURES	\$19,729	
PARK ACREAGE	\$0	
HOUSING AUTHORITIES - UNITS	\$0	
PUBLIC UTILITIES - CABLE / TELECOM	\$0	
PUBLIC UTILITIES - ELECTRIC	\$0	
PUBLIC UTILITIES - GAS	\$0	
PUBLIC UTILITIES - SEWER	\$5,431	
PUBLIC UTILITIES - WATER	\$2,885	
REFUSE COLLECTION	\$2,077	
SCHOOLS - ALL OTHER STUDENTS	\$0	
SCHOOLS - TRADE OR VOCATIONAL STUDENTS	\$0	
WATER RELATED ACTIVITIES - # BEACHES, LAKES, POOLS	\$0	
GENERAL LIABILITY TOTALS		\$30,122

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE LIABILITY	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	35	\$147.07	\$5,147.45	
Trucks - Medium Weight	15	\$195.70	\$2,935.50	
Trucks - Heavy Weight	2	\$244.92	\$489.84	
Trucks - Extra Heavy Weight	10	\$244.92	\$2,449.20	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	0	\$0.00	\$0.00	
Trucks - Fire Trucks	0	\$0.00	\$0.00	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	37	\$391.99	\$14,503.63	
Private Passenger - All Other Type Cars	5	\$147.07	\$735.35	
Trailers - Semi Trailers	2	\$49.22	\$98.44	
Trailers - Trailers	11	\$49.22	\$541.42	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	0	\$0.00	\$0.00	
AUTO LIABILITY TOTALS	117			\$26,901

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown		Contribution Total
AUTOMOBILE PHYSICAL DAMAGE	Number of Vehicles	Contrib Per Vehicle	Total Contribution
Trucks - Van, Pickups, Light Trucks	25	\$63.40	\$1,585.00
Trucks - Medium Weight	9	\$63.40	\$570.60
Trucks - Heavy Weight	0	\$0.00	\$0.00
Trucks - Extra Heavy Weight	9	\$63.40	\$570.60
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00
Trucks - Garbage	0	\$0.00	\$0.00
Trucks - Fire Trucks	0	\$0.00	\$0.00
Private Passenger - Fire Cars	0	\$0.00	\$0.00
Private Passenger - Police Cars	34	\$158.71	\$5,396.14
Private Passenger - All Other Type Cars	2	\$63.40	\$126.80
Trailers - Semi Trailers	2	\$15.74	\$31.48
Trailers - Trailers	1	\$15.74	\$15.74
Buses - Public Transit Buses	0	\$0.00	\$0.00
Buses - School Buses	0	\$0.00	\$0.00
Motorcycles	0	\$0.00	\$0.00
PHYSICAL DAMAGE TOTALS	82		\$8,296

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
UNINSURED MOTORIST LIABILITY		\$1,084
LAW ENFORCEMENT LIABILITY	\$1,125.00 per officer	\$54,000
PUBLIC OFFICIALS LIABILITY		\$52,768
PROPERTY (including Mobile Equipment and Boiler & Machinery)	Values / Rates	\$82,558
Total Insured Value	\$63,400,058	
Rate per \$100 of Value	\$0.1302	
POLICE ANIMALS	\$10,000	\$1,000
CRIME	\$20.05 per employee	\$3,088
TOTAL CONTRIBUTION*		\$259,817

* Figures may be off by \$1 due to rounding

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

CONTRIBUTION PAYMENT TERMS

CITY OF VILLA RICA

RLFC# VI2

INVOICE NUMBER	271005
EFFECTIVE DATE	05/01/2018
INVOICE AMOUNT	\$216,730
PROPOSAL NUMBER	RV12-PR2018-1

PAYMENT TERMS:

- OPTION 1: Full Amount Due on Binding
- OPTION 2: 50% Down – Balance due in 30 days
- OPTION 3: 25% Down – Balance due in 4 monthly installments. The entire contribution must be paid within 6 months of the effective date.

Checks should be made payable to **GIRMA**. Please sign and return with your check to:

Georgia Interlocal Risk Management Agency
P.O. Box 105377
Atlanta, Georgia 30348

Please sign and date on the lines below that you have read and accept the limits and deductibles outlined in the renewal terms. Please return the signed invoice with your initial payment to the GIRMA address above.

Authorized Signature

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: SPLOST Project Updates for 2018-2023

AGENDA DATE: May 1, 2018

DATE PREPARED: 4/18/2018

PREPARED BY: Sarah Hefty

AMOUNT: Various

GL ACCOUNT #: Various accounts in 320, 321, 322 (SPLOST Funds)

PURPOSE: To update the forecasted SPLOST projects for the years of 2018 through 2023.

BACKGROUND: In February 2018, it was brought to our attention that we were obligated to give Douglas County 13.82% (estimated \$944,182) of the 2016 Douglas County SPLOST for Fire Capital Projects. We only must pay if they have actually spent money on Fire Capital; however, we have already been invoiced twice for a total of \$74,011.

This obligation was not included in the capital project list in the 2018 budget; therefore, we had to update the project list. The City Manager and Chief Financial Officer met with the department heads to review all SPLOST projects, including 2008 Carroll County SPLOST, 2015 Carroll County SPLOST, and 2016 Douglas County SPLOST.

The 2015 Carroll County SPLOST was approved without any allocation percentages for the project categories. The 2016 Douglas County SPLOST did have allocation percentages for the project categories; however, those percentages were not applied to our City project list for the 2018 budget. The Douglas County project list has now been properly allocated based on the approved percentages.

Douglas County Project Allocations

Transportation and Streets: 31.9%

Water and Sewerage: 27.1%

Public Safety: 11.78%

Fire and EMS Capital: 13.82%

Parks and Recreation: 15.4%

Lastly, the 2018 Budget capital list did not consider the availability of SPLOST cash for each year. The revised project list is spread between years as cash becomes available.

STAFF RECOMMENDATION: To accept the updated SPLOST project list so that staff has guidance for the current budget year as well as moving into the 2019 budget process.

MOTION: I move that we accept the updated SPLOST project list for 2018 – 2023.

City of Villa Rica, Georgia
2018-2023 SPLOST Projects

Project	Year Approved	Estimated SPLOST Allocations	Total Amount Expended to Date	Remaining SPLOST Money	Jan - Sept	Oct - Sept	Oct - Sept	Oct - Sept	Oct - Sept	Oct - Sept	Remaining
					2018	2019	2020	2021	2022	2023	
CARROLL COUNTY 2008											
Administration	2008	\$ 1,228,199	\$ 711,699	\$ 516,500	516,500						\$ 0
<i>Network</i>					170,000						
<i>Court Room AV</i>					50,000						
<i>Renovation City Hall</i>					200,000						
<i>Engineer's Vehicle</i>					24,000						
<i>Building Inspector's Vehicle</i>					20,000						
<i>Cemetery wall</i>					25,000						
<i>Downtown Master Plan</i>					12,500						
<i>Laserfiche Software</i>					15,000						
Sewer and water	2008	1,920,384	1,920,384	-							-
Streets and sidewalks	2008	2,324,380	2,180,766	143,614	111,000	-					32,614
<i>Finish 2016 Paving Project (HEH)</i>					86,000						
<i>West Wilson - traffic islands</i>					25,000						
Library	2008	413,192	388,192	25,000	25,000						-
<i>Dumpster Pad & Screen</i>					25,000						
Recreation	2008	545,608	545,608	-							-
Public Safety	2008	26,502	26,502	-							-
<i>Total Carroll Co 2008 SPLOST</i>		<u>\$ 6,458,265</u>	<u>\$ 5,773,150</u>	<u>\$ 685,115</u>	<u>\$ 652,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 32,615</u>

Estimated Receipts

In Bank: \$684,615

Project	Year Approved	Estimated SPLOST Allocations	Total Amount Expended to Date	Remaining SPLOST Money	Jan - Sept 2018	Oct - Sept 2019	Oct - Sept 2020	Oct - Sept 2021	Oct - Sept 2022	Oct - Sept 2023	Remaining	
CARROLL COUNTY 2015												
(BASED ON 5 YEAR PLAN)												
Water and sewer, inc. debt	2015	\$ 1,244,054	\$ 644,054	600,000	-	300,000	200,000	100,000	-	-	\$ -	
Water and sewer infrastructure						300,000	200,000	100,000				
Library	2015	\$ 1,375,999	1,375,999	-								-
Public Safety	2015	149,414	-	149,414	-	-	100,000	49,414	-	-	-	
Vehicles							100,000	49,414				
Streets and sidewalks	2015	\$ 2,536,955	175,533	2,361,422	789,487	607,735	491,450	472,750	-	-	-	
Streets and sidewalks					532,642	275,000	397,750	397,750				
Mirror Lake Connector					59,500	200,000						
Gateway						60,000						
Traffic Calming					6,000	6,000	6,000	6,000				
Trucks and equipment					156,345	40,435	60,000	40,000				
Stormwater					25,000	26,300	27,700	29,000				
Trailer					10,000							
Public Works	2015	\$ 110,369	77,049	33,320	33,320							-
Maintenance truck					33,320							
Recreation	2015	\$ 1,294,037	390,037	904,000	306,000	100,000	298,000	200,000	-	-	-	
Air Conditioner								200,000				
Gutters					70,000							
Gold Dust Roof					225,000							
Soccer Expansions + parking							198,000					
Zero Depth Water Park							100,000					
Playground Equipment						100,000						
Boiler install					11,000							
Administration	2015	181,272	21,272	160,000	-	160,000	-	-	-	-	-	
Security & Access Points						160,000						
Economic development	2015	375,000	-	375,000	-	125,000	125,000	125,000	-		-	
Sidewalks Downtown						125,000	125,000	125,000				
Greenspace acquisition	2015	-	-	-							-	
Total Carroll Co 2015 SPLOST		\$ 7,267,100	\$ 2,683,944	\$ 4,583,156	\$ 1,128,807	\$ 1,292,735	\$ 1,214,450	\$ 947,164	\$ -	\$ -	\$ -	
Estimated Receipts			In Bank: \$446,017		\$ 500,000	\$ 1,300,000	\$ 1,300,000	\$ 1,000,000	\$ -	\$ -		

Project	Year Approved	Current Estimated SPLOST	Total Amount Expended to Date	Remaining SPLOST Money	Jan - Sept 2018	Oct - Sept 2019	Oct - Sept 2020	Oct - Sept 2021	Oct - Sept 2022	Oct - Sept 2023	Remaining
DOUGLAS COUNTY 2016											
<i>(BASED ON ORIGINAL %)</i>											
Transportation and streets	2016	\$ 2,179,408	\$ -	2,179,408	221,000	392,000	388,100	389,300	390,500	398,508	\$ -
Streets and sidewalks					200,000	360,000	360,000	360,000	360,000	366,508	
Traffic calming					6,000	6,000	6,000	6,000	6,000	6,000	
Stormwater					15,000	26,000	22,100	23,300	24,500	26,000	
Water and sewerage	2016	\$ 1,851,472	21,572	1,829,900	230,000	320,000	320,000	320,000	320,000	319,900	-
Water and sewer infrastructure					110,000	160,000	160,000	160,000	160,000	159,950	
North Plant upgrades					85,000	160,000	160,000	160,000	160,000	159,950	
Tractor					35,000						
Public Safety	2016	\$ 804,810	132,858	671,952	190,745	182,740	57,000	99,000	84,000	58,467	-
Vehicles					159,745	167,740	42,000	84,000	84,000	58,467	
Transit van					31,000						
Detective vehicle						15,000	15,000	15,000			
Fire and EMS	2016	\$ 944,182		944,182	157,364	157,364	157,364	157,364	157,364	157,364	-
VR portion of Fire capital					157,364	157,364	157,364	157,364	157,364	157,364	
Parks and recreation	2016	\$ 1,052,128	10,014	1,042,114	19,000	-	152,114	150,000	-	721,000	-
Conners Road Park					19,000					721,000	
Pine Mt Expansion, Engineering							152,114	150,000			
Total Douglas Co 2016 SPLOST		\$ 6,832,000	\$ 164,444	\$ 6,667,556	\$ 818,109	\$ 1,052,104	\$ 1,074,578	\$ 1,115,664	\$ 951,864	\$ 1,655,238	\$ -
Estimated Receipts					\$ 450,000	\$ 1,140,000	\$ 1,140,000	\$ 1,140,000	\$ 1,140,000	\$ 1,140,000	
In Bank: \$462,164											



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recommendation for Classification and Compensation Vendor
Evergreen Solutions

AGENDA DATE: 05/01/2018

DATE PREPARED: 4/19/18

PREPARED BY: Stephanie Rooks

AMOUNT: \$27,435

GL ACCOUNT #: 100-1540-521200 \$16,000 (Budgeted) and 100-11510-511100 \$11,435
(Salary Savings in unfilled Receptionist position)

PURPOSE: With the current market conditions that affect the labor market, such as falling unemployment rates, a very healthy local economy and more jobs are moving in to Villa Rica due to new businesses and expansion of existing businesses. We believe that it will become more difficult to attract and retain good employees. The purpose of the salary study is to ensure that the City is competitive in the labor market in order to attract and retain the best staff in the area, as well as ensuring that our current staff is compensated at a competitive rate.

BACKGROUND: In 2009 the City undertook a compensation and classification study that was never implemented. The pay scale was developed four years ago, using the 2009 salary recommendations as a base. The salary schedule has not been updated since 2014. The majority of City's job descriptions have not been updated since 2009. The vendor will evaluate our job descriptions and make recommendations for changes.

STAFF RECOMMENDATION: Staff is recommending approval of the contract with Evergreen Solutions to complete the Classification and Compensation Study for the City of Villa Rica

IMPACT: The action will result in more accurate position descriptions for the City's employees and a salary schedule that will make us more competitive in the labor market.

MOTION: Make a motion to approve the proposal by Evergreen Solutions not to exceed \$27,435.

RFP Summary

Condrey and Associates – Athens GA

Cost of Services \$34,500 Includes one year of follow-up technical assistance.

Georgia Experience - 17 Cities and Counties, 2 Water Authorities, and the Methodist Church.

Villa Rica Staff Support – One person to serve as principal contact.

All written products produced for Villa Rica will become the property of the City.

Completion Target July August 2018.

Evergreen Solutions – Tallahassee FL

Cost of Services – \$29,500 discounted to \$27,435. Willing to negotiate (page G-1)

Georgia Experience, 16 Cities and Counties, Douglas County Water Authority, 4 School Districts and one University.

Completion Target July August 2018

Pay Point – Davidsonville MD

Cost of Services \$32,500

No Georgia Experience

Written products are provided with final report

Springsted Human Capital Advisors – Newnan, GA

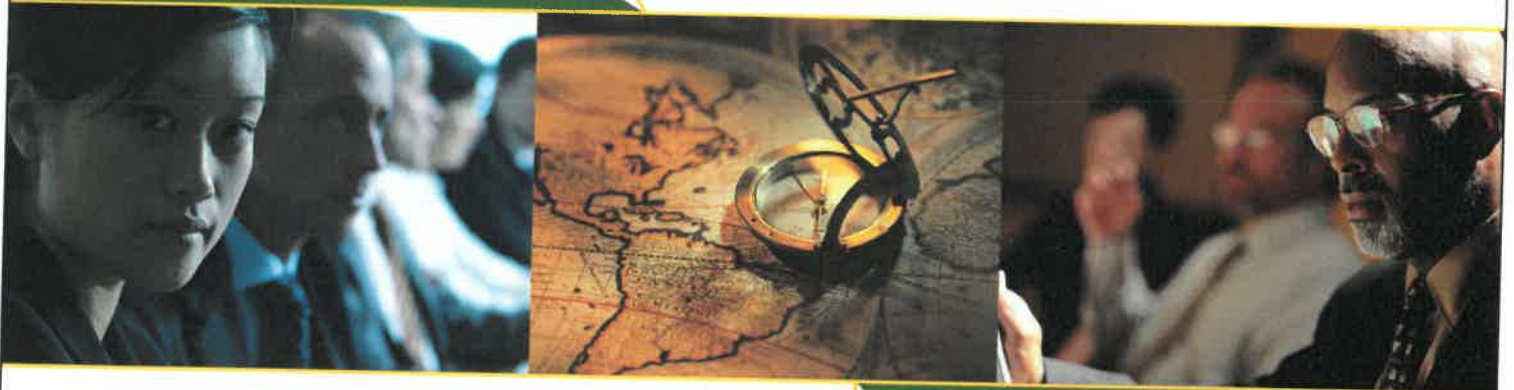
Cost of Services \$39,675

Georgia Experience – Coweta County

Completion Target – six months after beginning.

A Proposal to Conduct a Classification and Compensation Study and Analysis for the City of Villa Rica, GA

ORIGINAL



Evergreen Solutions, LLC

March 28, 2018

A Proposal to Conduct a Classification and Compensation Study and Analysis for the City of Villa Rica, GA

Submitted to:

Ms. Stephanie Rooks
Human Resources Manager
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

Submitted by:



Evergreen Solutions, LLC
2878 Remington Green Circle
Tallahassee, Florida 32308
(850) 383-0111 (phone)/ (850) 383-1511

March 28, 2018



Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308
850.383.0111 - fax 850.383.1511

March 26, 2018

Ms. Stephanie Rooks
Human Resources Manager
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

Dear Ms. Rooks:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Classification and Compensation Study and Analysis for the City of Villa Rica. Our response is based on our review of your Request for Proposal, our understanding of the Georgia labor market, our experience in working with hundreds of local governments and other public sector organizations, and our knowledge of best practices in human resources management.

Evergreen Solutions was formed in 2004 to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. Evergreen Solutions is a female-owned business, certified as a W/MBE in many states and municipalities across the country. Evergreen is licensed to do business in the State of Georgia (#0539151). We have attached a copy of our license.

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 45 states. In the State of Georgia, we have worked for, or are currently on contract to work for, the following public sector clients in a variety of human resource capacities: City of Alpharetta; City of Douglasville; City of Chamblee; City of Savannah; City of Statesboro; City of Garden City; City of Dahlonega; City of Brookhaven; City of Roswell; City of Kingsland; City of Fayetteville; City of Dublin; City of Stockbridge; City of Tybee Island; Forsyth County; Lumpkin County; Douglas County; Cherokee County; Douglasville- Douglas County Water And Sewer Authority; DeKalb County Schools; Douglas Public Schools; Sumter County Schools; Atlanta Public Schools; and Atlanta Metropolitan College.

The following is a sample of some of the local government clients our consultant team has worked with, or is currently on contract to work with in other states, that involved services similar in scope to those being requested: Blount County, TN; Mahoning County, OH; City of Bloomington, IN; City of Pittsburgh, PA; County of Montgomery, PA; City of Lee's Summit, MO; City of Branson, MO; City of Columbia, MO; Jefferson County, MO; St. Charles County, MO; Clay County, MO; Sedgwick County, KS; Kent County Levy Court, DE; City of Hyattsville, MD; City of Annapolis, MD; Washington County, MD; Allegany County, MD; Loudoun County, VA; Spotsylvania County, VA; County of Culpeper, VA; County of York, VA; Gloucester County, VA; Essex County, VA; Isle of Wight County, VA; James City County, VA; Surry County, VA; Louisa County, VA; Alleghany County, VA; King George County, VA; City of Newport News, VA; City of Williamsburg, VA; City of Covington, VA; City of Fredericksburg, VA; City of Suffolk, VA; New Hanover County, NC; Guilford County, NC; Gaston County, NC; City of Lancaster, SC; City of Columbia, SC; City of Goose Creek, SC; City of Chester, SC; City of Mauldin, SC; Dorchester County, SC; Charleston County, SC; Berkeley County, SC; Town of Hilton Head Island, SC; Town of Summerville, SC; City of Fountain, CO; City of Manitou Springs, CO; San Miguel County, CO; City of Page, AZ; Town of Sahuarita, AZ; City of Albany, OR; City of Broken Arrow, OK; Town of Little Elm, TX; City of Austin, TX; City of Fredericksburg, TX; City of Fate, TX; City of Pearland, TX; City of Temple, TX; City of Buda, TX; City of Seguin, TX; City of Rowlett, TX; City of Sachse, TX; City of Athens, TX; City of Pflugerville, TX; City of Farmers Branch, TX; City of Gonzales, TX; City of Mont Belvieu, TX; City of Duncanville, TX; City of Amarillo, TX; City of

Sunset Valley, TX; Ft. Bend County, TX; Denton County, TX; Travis County, TX; City of Santa Fe, NM; City of Carlsbad, NM; City of Sarasota, FL; City of Winter Park, FL; City of Plantation, FL; City of Palm Beach Gardens, FL; City of Temple Terrace, FL; City of Panama City, FL; City of Coral Springs, FL; City of Doral, FL; City of Hollywood, FL; City of Ft. Myers, FL; City of Melbourne, FL; City of Dania Beach, FL; Miami-Dade County, FL; Bay County, FL; Manatee County, FL; Santa Rosa County, FL; Seminole County, FL; Martin County, FL; Pinellas County, FL; Monroe County, FL; Charlotte County, FL; Sarasota County, FL; Osceola County, FL; Citrus County, FL; and many others. Information regarding the services provided to these clients can be found in Section F of our proposal.

The Evergreen Team is able to fully comprehend the challenges and goals of the City of Villa Rica because of our vast understanding of local government human resources, and the fact that we possess the necessary experience and expertise. Our team has significant expertise in conducting classification and compensation studies and similar human resources work for local governments, as evidenced in Section A of our proposal. Detailed resumes are available in Appendix A.

Some of the human resource services Evergreen has focused on include: classification and compensation studies; salary and benefits surveys; performance management studies; recruitment, hiring, and retention studies; strategic and workforce planning; staffing studies; and disparity studies.

Through our experiences in conducting this wide range of projects, we have gained the knowledge of every aspect of the management, and operations involved in local government human resources management. As a result, our team knows how critical a classification and compensation system is to the overall operation of a proficient and progressive municipality. We have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

Evergreen's approach to conducting a classification and compensation study and analysis draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people. Some of the key facets of our approach include:

- We emphasize communication as the key to successful study completion as well as implementation. Our team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, City administrators, department heads, and employees need to be involved in every step of the process. This is a critical component of our communication plan. Continuous communication is ensured through the use of meetings/conference calls and the submission of written progress reports.
- Our methodology utilizes the latest in technology. In order to reduce the cost to our client partners and enhance wider participation, we offer all of our tools in an electronic format. In essence, every step of the process can be done on the Web. Further, our web-based **JobForce Manager** tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution to every client; however, we provide a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As Executive Vice-President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. We appreciate this opportunity and commit to you our best effort. If you have any questions, please contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,


Dr. Jeff Ling, Executive Vice-President
Evergreen Solutions, LLC



Table of Contents

A.	Agents and Address.....	A-1
A.1	Proposed Project Team	A-1
A.2	Key Staff	A-2
B.	Statement of Methods and Procedures	B-1
C.	Management Synopsis	C-1
D.	Structure and Content of Work Product	D-1
D.1	Detailed Work Plan	D-1
D.2	Structure of Final Work Product	D-12
E.	Work Schedule.....	E-1
F.	References.....	F-1
F.1	History of Firm.....	F-1
F.2	Select Relevant Experience	F-4
F.3	References	F-32
F.4	What Our Clients are Saying	F-33
G.	Cost of Services	G-1
H.	Final Product.....	H-1
I.	Additional Services	H-1
J.	Other	J-1

APPENDICES

Appendix A: Detailed Resumes
Appendix B: Sample Final Report



Section A
Agents and Address



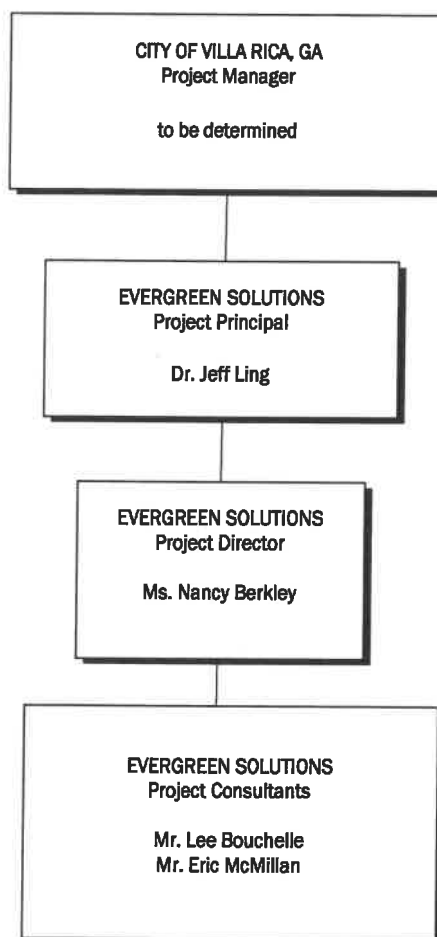
A. Agents and Address

In this section we provide you with the qualifications of our proposed project team. Detailed resumes are included in **Appendix A**. The majority of the services that will be performed under this contract will be conducted at 2878 Remington Green Circle, Tallahassee, Florida, 32308, (850) 383-0111. The email address for the designated Project Director for this study is nancy@consultevergreen.com.

A.1 Proposed Project Team

Exhibit A-1 Proposed Project Management Organization and Personnel Assignments

Exhibit A-1 shows our proposed project management organization and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Classification and Compensation Study and Analysis so that there will be no confusion as to who is responsible for any aspect of this engagement.



City of Villa Rica (City) Project Manager. With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The City's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPM and all project deliverables will be filtered through the CPM throughout the duration of the project.

Evergreen Solutions Project Principal. Our Project Principal will have ultimate accountability for the success of this project. Evergreen's Project Principal is always a senior leader in our firm, most often a Vice President or higher. The Project Principal will have contractual authority over the contract, and will be our top level of project responsibility.

Evergreen Solutions Project Director. Evergreen designates as Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the CPM. The Project Director will have the most frequent contact with the City and will assign project activities to the Project Consultants, and will ensure that deliverables are met within specified timelines.

Evergreen Solutions Project Consultants. Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will conduct focus groups and orientation sessions, distribute and collect JATs and MITs, collect the data for the salary and benefits survey, review and revise job descriptions, and prepare draft and final reports.

A.2 Key Staff

The following paragraphs provide summaries of each team member's qualifications and experience related to his or her role in this engagement. **Note:** The majority of the local government studies that have been conducted by Evergreen have included public safety positions.

Project Principal Dr. Jeff Ling, CCP

Dr. Ling is Executive Vice-President of Evergreen Solutions and has been with the firm since its inception. He is a Certified Compensation Professional (CCP) with more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.



Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with include:

- **Classification/Compensation** – He developed the methodology and techniques for organizations to employee for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. Some of the local government clients that he has worked with, or is currently on contract to work with, include: City of Kingsland, GA; City of Roswell, GA; City of Brookhaven, GA; City of Stockbridge, GA; City of Dublin, GA; City of Fayetteville, GA; City of Garden City, GA; City of Savannah, GA; City of Douglasville, GA; City of Statesboro, GA; City of Chamblee, GA; City of Tybee Island, GA; City of Alpharetta, GA; Forsyth County, GA; Lumpkin County, GA; Douglas County, GA; Cherokee County, GA; Allegany County, MD; Washington County, MD; City of Annapolis, MD; City of Hyattsville, MD; Guilford County, NC; Gaston County, NC; New Hanover County, NC; Gloucester County, VA; Alleghany County, VA; Loudoun County, VA; Spotsylvania County, VA; King George County, VA; County of Culpeper, VA; County of York, VA; Essex County, VA; City of Suffolk, VA; City of Fredericksburg, VA; City of Williamsburg, VA; City of Covington, VA; Charleston County, SC; Berkeley County, SC; City of Chester, SC; City of Lancaster, SC; City of Mauldin, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; Jefferson County, MO; St. Charles County, MO; Clay County, MO; City of Branson, MO; City of Lee's Summit, MO; Sedgwick County, KS; City of Pittsburg, PA; County of Allegheny, PA; Blount County, TN; Mahoning County, OH; City of Bloomington, IN; City of Rowlett, TX; City of Seguin, TX; City of Fate, TX; City of Austin, TX; City of Seguin, TX; City of Sachse, TX; City of Pearland, TX; City of Mont Belvieu, TX; City of Gonzales, TX; City of Sunset Valley, TX; City of Fredericksburg, TX; City of Temple, TX; City of Buda, TX; City of Farmers Branch, TX; City of Amarillo, TX; City of Pflugerville, TX; Denton County, TX; Travis County, TX; Ft. Bend County, TX; Town of Little Elm, TX; City of Carlsbad, NM; City of Santa Fe, NM; Town of Sahuarita, AZ; City of Page, AZ; San Miguel County, CO; City of Manitou Springs, CO; City of Fairhope, AL; Town of Colchester, VT; City of Kalamazoo, MI; City of Santa Fe, NM; Charlotte County, FL; Osceola County, FL; Santa Rosa County, FL; Manatee County, FL; Highlands County, FL; Seminole County, FL; Monroe County, FL; City of Delray, FL; City of Ocala, FL; City of Sebring, FL; City of



Kissimmee, FL; City of Tamarac, FL; City of Bartow, FL; City of Palm Beach Gardens, FL; City of Winter Park, FL; City of Lake City, FL; and many others.

- Performance Evaluation – He has provided the framework for many organizations transitioning into goal based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.
- Market Research – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- Policy Development – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

**Project Director
Ms. Nancy Berkley**

Ms. Berkley is a Manager at Evergreen Solutions who has over 30 years human resources experience demonstrating a thorough knowledge of multiple HR disciplines including, recruiting and staffing, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.



Ms. Berkley possesses expertise in the following HR areas:

- Designing and implementing a shared service, centralized virtual staffing organization, increasing efficiency of staffing function for hiring managers.
- Analyzing and responding to employee relation trends—positively influenced work environments reducing employee complaints by ~90 percent.
- Consulting with senior leaders and successfully leading project teams to develop new policies, programs and tools—including total revision and communication of a company's HR policies and practices to be in accordance with state and federal laws;
- Creating HR metrics reviews utilizing business goals and human resources information systems data—set improvement goals and developed action plans for unique business requirements.
- Conceptualizing and implementing complex workforce reduction plans—then redeployed ~50 percent of the affected employees.
- Representing companies in state and federal agency reviews, e.g. Office of Federal Contract Compliance Program (OFCCP) reviews—Equal Employment Opportunity Commission (EEOC) charges, workers compensation charges, and unemployment compensation claims.

Recent public sector projects that Ms. Berkley has directed or served on the Evergreen Team include: a Compensation and Benefits Study and Analysis for the City of Dahlgonega, GA; a Compensation Analysis for the City of Alpharetta, GA; Employee Classification and Compensation Study for the City of Savannah, GA; Comprehensive Classification and Compensation Study for the City of Garden City, GA; a Compensation and Classification Study for the City of Brookhaven, GA; a Comprehensive Compensation and Classification Study for the City of Tybee Island, GA; a Pay and Classification Study for the City of Chamblee, GA; a Pay and Classification Study for the City of Fayetteville, GA; a Wages and Salaries Compensation Study the City of Stockbridge, GA; a Compensation and Classification Study and Analysis for the City of Dublin, GA; a Classification and Compensation Study and Analysis for the City of Douglasville, GA; a Compensation Study for the City of Statesboro; a Salary and Benefits Survey for the City of Roswell, GA; a Compensation and Benefits Survey for Forsyth County, GA; a Classification and Compensation Study and Analysis for Douglas County, GA; a Job Description/Classification Study and Analysis for Douglasville-Douglas County Water and Sewer Authority, GA; a Classification and Compensation Study for Lumpkin County, GA; a Classification and Compensation Study for the Town of Hilton Head Island, SC; a Classification and Compensation Study for Berkeley County, SC; a Comprehensive Classification, Compensation, Performance Management, and Benefits Study for the City of Columbia, SC; a Pay and



Classification Study for the Town of Moncks Corner, SC; a Classification and Compensation Study for the Richland Library, SC; Classification and Compensation Plan Review for the City of Annapolis, MD; a Wages and Salary Scale Study for Washington County, MD; a Classification and Compensation Study for Gloucester County, VA; a Compensation Study for King George County, VA; a Pay and Classification Study for the Isle of Wight County, VA; a Classification and Compensation Study for Essex County, VA; a Compensation and Classification Study for Montgomery County, VA; a Classification and Compensation Study for Alleghany County and the City of Covington; a Pay and Classification Study for the City of Williamsburg, VA; a Salary Equity Study for Guilford County, NC; a Position Classification and Compensation Study for Gaston County, NC; a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, NC; a Classification and Compensation Study for Sedgwick County, KS; a Classification and Compensation Study for Jefferson County, MO; a Compensation Update for the Central Ohio Transit Authority; a Classification and Compensation Study for Blount County, TN; a Salary Survey for the City of Dania Beach, FL; a Classification, Compensation, and Benefits Study for the Town of Jupiter, FL; a Classification and Compensation Study for the Town of Cutler Bay, FL; a Comprehensive Compensation and Classification Study for the City of Panama City, FL; a Comprehensive Compensation and Classification Study for the City of Panama City Beach, FL; a Compensation and Classification Study for Alachua County, FL; Job Audits for the City of Gainesville, FL; a Pay and Classification Study for the City of Fort Walton Beach, FL; a Compensation Study for Lake County, FL; a Classification and Compensation Study for the City of Destin, FL; a Compensation Study for the Village of North Palm Beach, FL; a Compensation Study for the City of Hollywood, FL; Compensation and Classification Study Services for Monroe County, FL; a Classification Study and a Compensation Survey for the City of Page, AZ; a Classification and Compensation Study for the Town of Little Elm, TX; a Human Resources Department Assessment for the City of Buda, TX; a Classification and Compensation Study for the City of Pflugerville, TX; a Comprehensive Compensation and Classification Study for the City of Farmers Branch, TX; and a Comprehensive Compensation and Benefits Study for the City of Rowlett, TX.

Ms. Berkley has a Bachelor's Degree in Psychology from Florida State University and was certified as a SPHR from 1997 to 2012.

**Project Consultant
Mr. Lee Bouchelle**

Mr. Bouchelle is a Consultant at Evergreen Solutions. He has a strong background in Applied Labor Economics and quantitative analysis, which provides him with the ability to provide knowledge on a variety of public sector Human Resource studies. His research and data analysis skills at Evergreen have focused on human resource analysis, such as studying the internal equity of employee compensation and classification for public sector clients as well as comparing client practices to peers in the labor market. He is proficient in a variety of qualitative and quantitative tools necessary to complete the studies.



Prior to joining Evergreen Solutions, Mr. Bouchelle was a Consultant at ERS Group, where he was involved in the development of large and complex economic and statistical research projects which analyzed the effects of various business practices or economic programs. He also participated in data analytics projects that sought to identify fraud, waste, and abuse in the healthcare industry and state income tax filings. In addition, he prepared OFCCP compliant Affirmative Action Plans, evaluated AAP software for statistical accuracy, and estimated economic damages from various events.

Recent public sector projects for Evergreen in which Mr. Bouchelle has been involved include: a Compensation Plan Update for the City of Garden City, GA; a Classification and Compensation Study and Analysis for Douglas County, GA; a Classification and Compensation Study for Lumpkin County, GA; an Employee Classification and Compensation Study for the City of Savannah, GA; a Pay and Classification Study for the City of Chamblee, GA; a Classification and Compensation Study for Alleghany County and the City of Covington, VA; a Classification and Compensation Study for the City of Fredericksburg, VA; a Pay and Classification for the City of Williamsburg, VA; a Pay and Classification Study for the District 19 Community Services Board, VA; Classification and Compensation Plan Review for the City of Annapolis, MD; a Wages and Salary Scale Study for Washington County, MD; a Position Classification and Compensation Study for Gaston County, NC; a Classification and Compensation Study for Berkeley County, SC; a Classification and Compensation Study for Dorchester County, SC; a Pay and Classification Study for the Town of Moncks Corner, SC; Salary Comparability Study for the Housing Authority of Florence, SC; a Compensation Update for the Central Ohio Transit Authority; an Employee Classification and Compensation Study for Blount County, TN; a Classification and Compensation Study for the City of Delray Beach, FL; a Compensation and Classification Study for Alachua County, FL; a Job Classification and Compensation Study for the City of Sunrise, FL; a Compensation and Classification Study for the City of North Port, FL; a Classification and Compensation Study for the City of High Springs, FL; a Compensation and Job Grading Analysis for the Jacksonville Aviation Authority, FL; a Pay and Classification Study for the City of Holly Hill, FL; Compensation Consulting Services for the Town of Longboat Key, FL; FLSA Audits for the Southwest Florida Water Management District; a Classification and Compensation Study for the City of Destin, FL; a Classification and Compensation Study for Jefferson County, MO; a Compensation and Classification Study for Clay County, MO; a Human Resources Department Assessment for the City of Buda, TX; a Classification and Compensation Study for the City of Athens, TX; a Comprehensive Compensation and Classification Study for the City of Farmers Branch, TX; and a Classification Study and a Compensation Survey for the City of Page, AZ.

Mr. Bouchelle has a Master's Degree in Resource Economics and a Bachelor's Degree in Political Science/International Relations both from the University of Florida.



**Project Consultant
Mr. Eric McMillan**

Mr. McMillan is an Analyst at Evergreen Solutions. His background has been in the study of financial reporting, data analysis, and market research using techniques in accounting, analytics, and research. This allows him to communicate and engage with clients through data and design.

Mr. McMillan's role with Evergreen has focused on compensation and classification studies utilizing market data. His primary responsibilities include:

- working closely with project teams and project managers in coordinating salary and benefit survey initiatives;
- evaluating market data from surveys, government agencies, and private sector databases to provide comprehensive reviews of compensation packages; and
- designing clear and concise reports and displays to communicate nuanced results.

Recent public sector projects that Mr. McMillan has been involved with include: a Pay and Classification Study for the City of Chamblee, GA; a Comprehensive Classification and Compensation Study for the City of Garden City, GA; a Wages and Salaries Compensation Study for the City of Stockbridge, GA; a Pay and Classification Study for the City of Fayetteville, GA; a Compensation and Classification Study and Analysis for the City of Dublin, GA; a Classification and Compensation Study for Lumpkin County, GA; a Classification and Compensation Study and Analysis for Douglas County, GA; a Compensation and Benefits Study for Cherokee County, GA; a Job Description/Classification Study and Analysis for Douglasville-Douglas County Water and Sewer Authority, GA; a Compensation and Job Grading Analysis for the Jacksonville Aviation Authority, FL; a Classification and Compensation Study for the City of Delray Beach, FL; a Classification and Compensation Study for Pasco County Sheriff's Office, FL; Compensation Consulting Services for the Town of Longboat Key, FL; a Compensation Plan Update for the City of Panama City Beach, FL; a Compensation Plan Update and Performance Evaluation Study for Lake County, FL; a Compensation and Classification Study for the City of North Port, FL; FLSA Audits for the Southwest Florida Water Management District; a Classification and Compensation Study for Blount County, TN; a Classification and Compensation Study for Alleghany County and the City of Covington, VA; a Pay and Classification Study for the District 19 Community Services Board, VA; a Pay and Classification Study for the City of Williamsburg, VA; a Classification and Compensation Study for the City of Fredericksburg, VA; a Compensation Study for King George County, VA; a Classification and Compensation Plan Review for the City of Annapolis, MD; Wages and Salary Scale Study for Washington County, MD; a Position Classification and Compensation Study for Gaston County, NC; a Compensation and Classification Study for Union County, NC; a Pay and Classification Study for the Town of Moncks Corner, SC; a Classification and Compensation Study for the City of Goose



Creek, SC; a Classification and Compensation Study for Berkeley County, SC; a Human Resources Department Assessment for the City of Buda, TX; a Comprehensive Compensation and Classification Study for the City of Farmers Branch, TX; a Classification Study and a Compensation Survey for the City of Page, AZ; and a Classification and Compensation Study for Jefferson County, MO.

Mr. McMillan holds a Bachelor Degree in Accounting and Marketing from Florida State University and is working toward a Master's Degree in Human Resources.



A team of experienced analytical and clerical support staff will contribute to this study, as needed.



Section B
Statement of Methods and Procedures



B. Statement of Methods and Procedures

In this section we provide our overall approach and methodology for completing this study. As required in the Request for Proposal, we have included a sample final report from a similar study in **Appendix B**.

Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct a Classification and Compensation Study and Analysis for the City of Villa Rica as our team includes recognized experts in local government human resources management and understands that there is not a “one size fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization’s compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization’s ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the City’s designated Project Manager, City Manager, CFO, and the Human Resources Manager throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen Solutions will work with you to balance your need to meet your performance goals while carefully managing the organization’s resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management



requires strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen Solutions realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Kick Off Meeting

Evergreen Solutions begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification and compensation data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

Communication Plan

Communication is a critical component of any classification and compensation study and analysis. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

Employee Orientation and Focus Groups

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.



Department Head Interviews

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question and answer formats allow employees to become engaged in the process. During these sessions, Evergreen Solutions consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

Job Assessment Tool and Management Issue Tool

Evergreen Solutions staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

Another important activity undertaken at this time is the distribution of Evergreen Solutions' Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen Solutions will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.



Exhibit B-1 below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

Exhibit B-1
Supervisor's JAT Home Screen



Source: Evergreen Solutions, 2018

Exhibit B-2 illustrates how Evergreen Solutions uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen Solutions designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



Exhibit B-2 Job Description and Responsibilities

Logout

Basic Job-Related Information

Job Introduction

Briefly provide an overview of your job, including a description of the purpose of your job and the type of work you do. This may be the same as the introduction to your current job description, but it does not need to be.

Description

2000

Type of Work

Please select the level that best describes the type of work you perform.

Type of Work

- ☐ Clerical/Manual - Performs a variety of office and administrative support duties OR unskilled, labor-intensive tasks
- ☐ Laborer/Trade-Based Occupations - Performs work necessitating repetitive operations with their hands, physical skill and energy
- ☐ Technical/Paraprofessional - Performs tasks requiring a solid understanding of basic algebra and statistics OR use of heavy equipment
- ☐ Administrator - Performs tasks directly related to the management or general business operations. Exercises discretion and judgment with matters of significance
- ☐ Managerial/Professional - Performs tasks requiring Advanced knowledge which is predominantly intellectual in nature. OR tasks related to the control or administration of part of the organization
- ☐ Executive/Advanced Professional - Performs tasks related to managing the organization, or managing a department OR performs work requiring highly advanced knowledge

Education and Experience

Please select the level that best describes how much education and experience a new-hire should be required to have for your position.

Education - Select One:

Experience - Select One:

Licenses and Certifications

Please list any licenses, certifications, or professional designations you believe should be required or preferred for your position.

Required

255

Save

Source: Evergreen Solutions, 2018

Exhibit B-3 shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen Solutions to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



Exhibit B-3 Job Functions

Logout



Essential Job Functions

On the lines provided, please include all essential job functions you perform. For every function you list, estimate the total percent of your time spent on each function on an annual basis and check off which tasks are a priority. A priority task is one that is core to your position.

Task 1	500	Percent	Priority	☐
Task 2	500	Percent	Priority	☐
Task 3	500	Percent	Priority	☐
Task 4	500	Percent	Priority	☐
Task 5	500	Percent	Priority	☐
Task 6	500	Percent	Priority	☐
Task 7	500	Percent	Priority	☐
Task 8	500	Percent	Priority	☐
Task 9	500	Percent	Priority	☐
Task 10	500	Percent	Priority	☐

Source: Evergreen Solutions, 2018

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as “red flags” to Evergreen Solutions staff during the analysis portion of the project.



Job Evaluation	The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues. Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.
Compensation	Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy. The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.
Market and Benefits Surveys	A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees. In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.



Benchmarks	One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.
Targets	To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources. Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers. An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats. Evergreen Solutions uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.
Unifying the Solution	After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.



**Compensation
Administration
Guidelines**

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

**System
Maintenance**

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.



Based on client needs and industry best practices, Evergreen Solutions has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, *JobForce Manager* allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

Exhibit B-4 displays the interface from *JobForce Manager* for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can be pulled at any time and provided to key decision makers.

Exhibit B-4 – JobForce Manager Tool

Pay Plans	Scoring/Slotting	Compensation	Market		
 Download Data  Grid Edit					
CURRENT TITLE ▲	PAY PLAN	JAT SCORE	REGRESSION MIDPOINT	MARKET MIDPOINT	POSITION MIDPOINT (SELECT)
Accounting Specialist II	ESP	212.5	\$30,100.27	\$31,220.80	\$31,508.99
Accounting Specialist III	ESP	281.3	\$38,058.27	\$34,379.43	\$40,213.96
Accounting Specialist IV	ESP	308.3	\$42,315.73	\$40,186.80	\$44,335.90
Accounting Supervisor	ESP	500.0	\$67,561.02	\$68,260.91	\$68,778.83
Acquisition Specialist	ESP	306.3	\$42,315.73	\$41,585.80	\$44,335.90
Administrative Aide	ESP	212.5	\$43,130.08	\$36,624.74	\$44,335.90
Administrative Recording Secretary	Professional	381.3	\$52,088.10	\$40,994.30	\$58,245.16
Administrative School Secretary I	ESP	206.3	\$29,285.91	\$31,619.17	\$33,084.13
Administrative School Secretary II	ESP	231.3	\$32,543.36	\$35,996.59	\$34,738.23
Administrative School Secretary III	ESP	256.3	\$35,800.82	\$37,701.30	\$38,299.01
Administrative Secretary I	ESP	231.3	\$32,543.36	\$32,190.02	\$33,084.13
Administrative Secretary I	ESP	206.3	\$29,285.91	\$32,190.02	\$33,084.13
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.23
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.23
Administrative Secretary III	ESP	256.3	\$35,800.82	\$35,971.01	\$38,299.01
Administrative Specialist	Professional	231.3	\$32,543.36	\$43,762.63	\$39,422.62
Administrative Specialist-School Food Services	Professional	275.0	\$38,243.91	\$42,861.08	\$45,636.61

Source: Evergreen Solutions, 2018



Section C
Management Synopsis



C. Management Synopsis

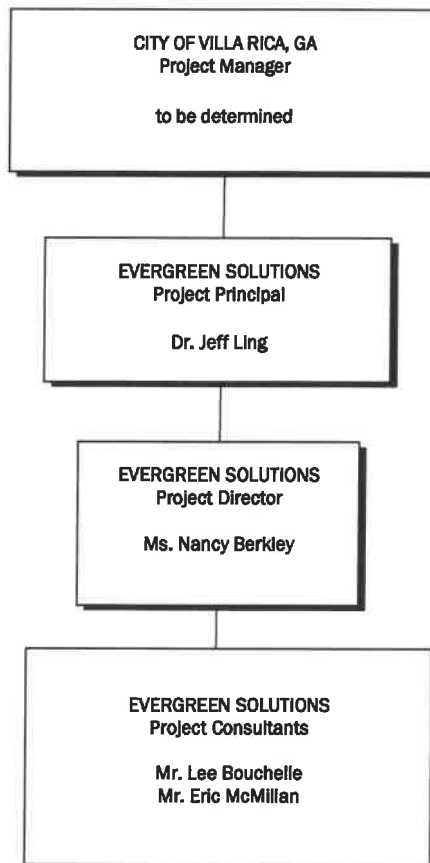
The following describes the major features of our proposal to conduct a Classification and Compensation Study and Analysis for the City of Villa Rica.

Agents and Address

In **Section A** of our proposal, we included the qualifications of our proposed project team. We included detailed resumes for each member of our team in **Appendix A**. The majority of the services that will be performed under this contract will be conducted at 2878 Remington Green Circle, Tallahassee, Florida, 32308, (850) 383-0111. The email address for the designated Project Director for this study is nancy@consultevergreen.com.

Exhibit C-1 shows our proposed project management organization and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Classification and Compensation Study and Analysis so that there will be no confusion as to who is responsible for any aspect of this engagement.

Exhibit C-1
Project Management Organization and Personnel Assignments



Statements of Methods and Procedures

In **Section B** of our proposal, we provide our overall approach and methodology for completing this study. As required in the Request for Proposal, we have included a sample final report from a similar study in **Appendix B**. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that: focuses on market competitiveness; is based on the organization's compensation philosophy; recognizes that compensation is comprised of more than just base pay levels; reflects changes in recent compensation strategies; designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

Structure and Content of Work Product

In **Section D** of our proposal, we provide a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables included in the scope of services of the Request for Proposal—and how the final product will be structured and presented upon completion.

Our work plan consists of the following 13 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan
- Task 5: Identify List of Market Survey Benchmarks
- Task 6: Identify Approved List of Targets
- Task 7: Conduct Market Survey and Provide External Assessment Summary
- Task 8: Conduct Benefits Survey
- Task 9: Develop Strategic Positioning Recommendations
- Task 10: Conduct Solution Analysis
- Task 11: Develop and Submit Draft and Final Reports
- Task 12: Develop Recommendations for Compensation Administration
- Task 13: Provide Revised Class Descriptions and FLSA Determinations

Work Schedule

Evergreen Solutions possesses the ability, staff, skills, and tools to conduct the Classification and Compensation Study and Analysis for the City of Villa Rica in three months of the project start date and following the signing of the contract. This is based on a tentative start date of April 15, 2017, and a completion date of July 15, 2018. Our proposed work schedule can be modified in any way to best meet the needs of the City of Villa Rica.

References

In **Section F** of our proposal, we provided a brief history of our firm, a list of similar projects we have conducted or are currently on contract to conduct, references, and what our clients are saying about our consulting work. Because Evergreen has conducted hundreds of projects that are similar in scope to the services being requested, we included only a sample of some of our more recent local



government work (i.e., within the past three years). **Note:** Many of our local government studies included a review of public safety positions. Therefore, Evergreen is well familiar with public safety work schedules and pay plans.

Cost of Services

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section D** of our proposal is **\$29,500**; however, Evergreen is willing to give the City of Villa Rica a seven percent discount since we are currently conducting similar work or have conducted similar work in the past six months in Georgia, the data from some of these studies could be shared rather than independently gathered. With the discount, Evergreen can provide the requested services to the City of Villa Rica at a cost of **\$27,435**.

Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost also includes two separate onsite visits to Villa Rica for purposes of completing the requested work.

Final Product

Evergreen agrees to the following:

- deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the City Manager;
- provide the final report, tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium (flash drive); and
- appear at a scheduled City Council meeting to discuss the recommendations and final report.

Additional Services

Evergreen will provide the City up to one-year technical assistance by phone to assist with any implementation concerns or to answer any questions regarding maintenance of the new classification and compensation system. In addition to training, Evergreen will provide guidance as well as any necessary tools that will allow City staff the means to provide reclassifications as needed after we have concluded the project.



Section D
Structure and Content of Work Product



D. Structure and Content of Work Product

In this section we provide a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables included in the scope of services of the Request for Proposal—and how the final product will be structured and presented upon completion.

D.1 Detailed Work Plan

The detailed work plan that Evergreen Solutions proposes to use to conduct the Classification and Compensation Study and Analysis for the City of Villa Rica is provided in this section. Evergreen understands that the City has 150 full-time employees and 86 classifications that will be included in this study.

Our work plan consists of the following 13 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan
- Task 5: Identify List of Market Survey Benchmarks
- Task 6: Identify Approved List of Targets
- Task 7: Conduct Market Survey and Provide External Assessment Summary
- Task 8: Conduct Benefits Survey
- Task 9: Develop Strategic Positioning Recommendations
- Task 10: Conduct Solution Analysis
- Task 11: Develop and Submit Draft and Final Reports
- Task 12: Develop Recommendations for Compensation Administration
- Task 13: Provide Revised Class Descriptions and FLSA Determinations

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the City of Villa Rica (City).
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.



TASK ACTIVITIES

- 1.1 Meet with the City's Project Manager (CPM), City Manager, CFO, and the Human Resources Manager to discuss the following objectives:
- the classification and pay plan study process;
 - understand mission and current compensation philosophy (if any);
 - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
 - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the City, including:
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts for the departments and divisions, along with related responsibility descriptions;
 - current position and classification descriptions, salary schedule(s), benefits information, and classification system;
 - strategic business plans and budgets; and
 - personnel policies and procedures, including step placement policies.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.
- 1.5 Provide periodic updates to the CPM.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of City staff



Task 2.0
Evaluate the
Current System

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the City.

TASK ACTIVITIES

- 2.1 Obtain the existing pay structure and compensation philosophy. Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s) for the City.
- 2.3 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

Task 3.0
Collect and Review
Current
Environment Data

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

- 3.1 Schedule and conduct employee orientation sessions.
- 3.2 Meet with department heads to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees from the City to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.



**Task 4.0
Evaluate and Build
Projected
Classification Plan**

- 3.5 Review any data provided by the City that may provide additional relevant insight.
- 3.6 Review internal career ladders and make recommendations to keep positions competitive.

KEY PROJECT MILESTONES

- JAT and MIT distribution
- Department head interviews
- Employee focus groups and orientation sessions

TASK GOALS

- Identify the classification of existing positions utilizing Evergreen's job evaluation system.
- Review JAT responses.
- Characterize internal equity relationships within the City.

TASK ACTIVITIES

- 4.1 Review all draft class specifications of the CPM and the Human Resources Manager.
- 4.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Review recommendations with the CPM.

KEY PROJECT MILESTONES

- JAT scores by class



**Task 5.0
Identify List of
Market Survey
Benchmarks**

- Recommended classification changes
- Preliminary job structure based on internal equity

TASK GOAL

- Identify the proper benchmark positions for the external labor market assessment.

TASK ACTIVITIES

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** Evergreen will work with the CPM to select up to 50 benchmarks that are representative of the City's positions for the salary and benefits survey.
- 5.2 Submit the proposed list of positions to the CPM for review.
- 5.3 Based on the CPM's review, make revisions to the benchmark list and finalize consistent with Evergreen's analysis.

KEY PROJECT MILESTONES

- Preliminary list of benchmark classifications
- Final list of benchmark positions for the external labor market assessment

**Task 6.0
Identify Approved
List of Survey
Targets**

TASK GOAL

- Identify list of targets for conducting a successful external labor market assessment.

TASK ACTIVITIES

- 6.1 Review with the CPM the peer organizations that should be included in the survey. **Note:** Evergreen will work with the CPM to select up to 20 targets for the salary survey.
- 6.2 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
 - size of the organization;
 - geographic proximity to the Villa Rica area;
 - economic and budget characteristics; and
 - other demographic data.



**Task 7.0
Conduct Market
Survey and
Provide External
Assessment
Summary**

- 6.3 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 6.4 Review survey methodology with CPM and refine survey methodology prior to distribution of survey.
- 6.5 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM.

TASK ACTIVITIES

- 7.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.
- 7.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 7.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 7.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 7.5 Validate all data submitted.
- 7.6 Develop summary report of external labor market assessment results.
- 7.7 Submit summary report of external labor market assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results



Task 8.0
Conduct Benefits
Survey

TASK GOALS

- Conduct an external labor market benefits survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

- 8.1 Develop a listing of the benefits provided by the City and review current vacation, sick leave, holiday, and leave policies as compared to competitive employers.
- 8.2 Using the list of City provided benefits and major benefits offerings not provided by the City develop a list of benefits to include in the external labor market survey.
- 8.3 Prepare benefits survey to be included with salary survey developed in **Task 7.0**.
- 8.4 Conduct a survey of benefits in use by competitive employers, to include both private and public employers, and make recommendations regarding the benefits which the City might competitively employ in its market.
- 8.5 Submit benefits survey to CPM for review.
- 8.6 Revise benefits survey.
- 8.7 Distribute benefits survey in conjunction with salary survey.
- 8.8 Develop summary report of external labor market benefits results.
- 8.9 Submit summary report of external labor market benefits results to CPM.

KEY PROJECT MILESTONES

- Benefits survey instrument
- Summary report of external labor market benefits results

Task 9.0
Develop Strategic
Positioning
Recommendations

TASK GOALS

- Assess the appropriateness of the current compensation philosophy for the City.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.



Task 10.0
Conduct Solution
Analysis

TASK ACTIVITIES

- 9.1 Identify the compensation philosophy and accompanying thresholds.
- 9.2 Using the market salary and benefits data collected in **Tasks 7.0 and 8.0**, and the classification data reviewed in **Task 4.0**, determine the proper pay plans for the City.
- 9.3 Identify highly competitive positions within the City and customize recommendations for compensation where required.
- 9.4 Produce a pay plan(s) for the City that best meets its needs from an internal equity and external equity standpoint.
- 9.5 Identify career ladders/promotional opportunities as deemed appropriate.
- 9.6 Develop guidelines to assist City staff with determining starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
- 9.7 Make recommendations and implementation strategies regarding key compensation practices, based on market demands, including: pay for performance; skill pay; special assignment pay; certification pay; bilingual pay; promotional pay; and acting assignment pay.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

TASK GOALS

- Conduct analysis comparing JAT values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

TASK ACTIVITIES

- 10.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the City.
- 10.2 Place all classifications into pay grades based on **Task Activity 10.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.



**Task 11.0
Develop and
Submit Draft and
Final Reports**

- 10.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 10.4 Meet with the CPM discuss the potential solutions.
- 10.5 Determine the best solution to meet the needs of the City in the short-term and long-term.
- 10.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

TASK GOALS

- Develop and submit a draft and final report of the Classification and Compensation Study and Analysis to the City of Villa Rica.
- Present the final report.

TASK ACTIVITIES

- 11.1 Produce a comprehensive draft report that captures the results of each previous step. Provide the draft report to the CPM, City Manager, CFO, and the Human Resources Manager for review and approval. The draft report will include the costs associated with implementing recommendations as well as the appropriate implementation measures that Human Resources staff would need to take. **Note:** Evergreen will identify and extreme current individual or group compensation inequities and provide a recommended corrective action plan and process to remedy these situations.
- 11.2 Make edits and submit one original, five copies, and a flash drive of the final report to the City Manager.
- 11.3 Present the final report with recommendations to the City Council.
- 11.4 Develop a communication plan for sharing study results with employees of the City.



**Task 12.0
Develop
Recommendations
for Compensation
Administration**

11.5 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

TASK GOALS

- Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system.
- Conduct a comprehensive training program for Human Resources Manager.

TASK ACTIVITIES

12.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system, including recommendations and guidelines related to:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

12.2 Recommend recruitment/retention strategies, where appropriate.

12.3 Present recommendations to the CPM for review.

12.4 Finalize recommendations.



**Task 13.0
Provide Revised
Class Descriptions
and FLSA
Determinations**

- 12.5 Conduct training with Human Resources Manager to ensure that the staff can explain and administer the new system in the future.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies
- Training

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the CPM and the Human Resources Manager.

TASK ACTIVITIES

- 13.1 Assess current class descriptions for form, content, validity, and ADA compliance.
- 13.2 Discuss new class description format with the CPM, City Manager, CFO, and the Human Resources Manager.
- 13.3 Revise classification descriptions based on data gathered from the JAT process.
- 13.4 Create new class descriptions for new classifications, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 13.5 Make FLSA determinations based on work performed and federal requirements.
- 13.6 Recommend a systematic, regular process for reviewing job descriptions.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions, as needed
- FLSA Determinations



D.2 Structure of Final Product

Evergreen Solutions typically includes the following six chapters in its final report for a Classification and Compensation Study and Analysis:

- **Chapter 1: Introduction** - This chapter provides an introduction into the study and describes the necessary steps that will take place.
- **Chapter 2: Summary of Outreach** - This chapter provides a summary of any employee meetings and department head interviews.
- **Chapter 3: Assessment of Current Conditions** - This chapter provides an overall assessment of the structure of the compensation plan in place in the organization and a brief analysis of the employee demographics within the organization.
- **Chapter 4: Market Summary** - This chapter provides results of the market salary survey.
- **Chapter 5: Benefits Summary** - This chapter provides results of the benefits survey.
- **Chapter 6: Solution** - This chapter summarizes the proposed recommendations based on the findings from the previous chapters. The recommendations generally include four different categories: *Classification, Overall Structure, Compensation, and Administration*.

Evergreen Solutions uses the standard Microsoft Office format for reporting our findings and recommendations. In addition, Evergreen uses the Job Assessment Tool© (JAT) for the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization. We have designed the JAT as a web-based tool so that data can be collected electronically; however, if requested, we can also provide a paper-based version of this tool.

Evergreen utilizes its own **JobForce Manager** software that allows our client partners to facilitate the implementation and ongoing maintenance of their classification and compensation system.



Section E

Work Schedule



E. Work Schedule

Evergreen Solutions possesses the ability, staff, skills, and tools to conduct the Classification and Compensation Study and Analysis for the City of Villa Rica in three months of the project start date and following the signing of the contract. This is based on a tentative start date of April 15, 2018, and a completion date of July 15, 2018.

Our proposed work schedule, as identified in **Exhibit E-1**, can be modified in any way to best meet the needs of the City of Villa Rica.



**Exhibit E-1
Proposed Schedule**

PROJECT TASKS	2018				
	APR	MAY	JUN	JUL	
1.0 - Project Initiation					
2.0 - Evaluate the Current System					
3.0 - Collect and Review Current Environment Data					
4.0 - Evaluate and Build Projected Classification Plan					
5.0 - Identify List of Market Survey Benchmarks					
6.0 - Identify Approved List of Targets					
7.0 - Conduct Market Survey and Provide External Assessment Summary					
8.0 - Conduct Benefits Survey					
9.0 - Develop Strategic Positioning Recommendations					
10.0 - Conduct Solution Analysis					
11.0 - Develop and Submit Draft and Final Reports					
12.0 - Develop Recommendations for Compensation Administration					
13.0 - Provide Revised Class Descriptions and FLSA Determinations					



Section F

References



F. References

Evergreen Solutions is well qualified to conduct a Classification and Compensation Study and Analysis for the City of Villa Rica due to our experience in conducting hundreds of these studies for local governments and other public sector organizations across the country, including many with the State of Georgia. In this section we provide a brief history of our firm, a list of similar projects we have conducted or are currently on contract to conduct, references, and what our clients are saying about our consulting work.

F.1 History of Firm

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the “consulting as usual” approach, by partnering with our clients to find innovative, real world solutions to public management.

Evergreen Solutions was formed in 2004 provide a modern, practical alternative to the typical consulting options. The firm is made up of management and information technology professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen’s philosophy is based on an understanding that there is not a “one size that fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen Solutions is a female-owned business, certified as a W/MBE in many states and municipalities across the country. Evergreen is authorized to transact business in the State of Georgia.

Our main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: classification and compensation studies; market and benefits surveys; performance appraisal reviews; workload analyses; staffing studies; disparity studies; training assessments; and strategic planning.

We invite you to browse our Web site at www.ConsultEvergreen.com or visit us on Facebook at www.facebook.com or LinkedIn at www.linkedin.com for more information about our services, staff, and past experience.



Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting classification and compensation studies for local governments and other public sector organizations throughout the country, including many in the State of Georgia;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant Georgia statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to the project.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 45 states throughout the country.

Exhibit F-1 includes a list of local government clients that Evergreen has worked with, or is currently on contract to work with, in a variety of human resources management consulting capacities. **Note:** Evergreen has also worked with the following public sector clients in Georgia: DeKalb County Schools; Douglas Public Schools; Sumter County Schools; Atlanta Public Schools; and Atlanta Metropolitan College.



Exhibit F-1
Select List of Local Government Clients

Blount County, TN	Town of Summerville, SC	City of North Miami Beach, FL
City of Bloomington, IN	Town of Colchester, VT	City of Plantation, FL
Mahoning County, OH	City of Manitou Springs, CO	City of Maitland, FL
Jefferson County, MO	City of Fountain, CO	City of Plant City, FL
City of Branson, MO	Ouray County, CO	City of St. Petersburg, FL
City of Lee's Summit, MO	San Miguel County, CO	City of Sarasota, FL
St. Charles County, MO	Travis County, TX	City of Sebring, FL
Clay County, MO	Fort Bend County, TX	City of Lake City, FL
Sedgwick County, KS	Denton County, TX	City of Melbourne, FL
City of Pittsburgh, PA	City of Fate, TX	City of Largo, FL
County of Montgomery, PA	City of Buda, TX	City of Hollywood, FL
Buncombe County, NC	City of Amarillo, TX	City of Gainesville, FL
Davie County, NC	City of Fredericksburg, TX	City of Ocala, FL
Guilford County, NC	City of Farmers Branch, TX	City of Winter Park, FL
New Hanover County, NC	City of Seguin, TX	City of Sunny Isles Beach, FL
Gaston County, NC	City of Mont Belvieu, TX	City of Punta Gorda, FL
Lee County, NC	City of Sunset Valley, TX	City of Orlando, FL
Duplin County, NC	City of Temple, TX	City of Kissimmee, FL
Union County, NC	City of Austin, TX	City of St. Cloud, FL
Alleghany County, MD	City of Rowlett, TX	City of Clermont, FL
Washington County, MD	City of Athens, TX	City of Bartow, FL
City of Hyattsville, MD	City of Pflugerville, TX	City of Orange City, FL
City of Annapolis, MD	City of Sachse, TX	City of Key West, FL
City of Westminster, MD	Town of Little Elm, TX	City of Sunrise, FL
Kent County Levy Court, DE	City of Santa Fe, NM	City of Temple Terrace, FL
Montgomery County, VA	City of Carlsbad, NM	City of Doral, FL
Gloucester County, VA	City of Tucson/Pima County, AZ	City of Orlando, FL
County of Culpeper, VA	City of Page, AZ	City of Daytona Beach, FL
County of York, VA	Town of Sahuarita, AZ	City of Cape Coral, FL
Louisa County, VA	City of Albany, OR	City of Ft. Myers, FL
Essex County, VA	City of Broken Arrow, OK	City of Pensacola, FL
Isle of Wight County, VA	City of Foley, AL	Santa Rosa County, FL
Spotsylvania County, VA	City of Roswell, GA	Alachua County, FL
Alleghany County, VA	City of Savannah, GA	Highlands County, FL
Loudoun County, VA	City of Stockbridge, GA	Bay County, FL
King George County, VA	City of Kingsland, GA	Manatee County, FL
Prince George County, VA	City of Alpharetta, GA	Miami-Dade County, FL
Surry County, VA	City of Douglasville, GA	Sumter County, FL
James City County, VA	City of Garden City, GA	Seminole County, FL
City of Suffolk, VA	City of Dahlgene, GA	Gadsden County, FL
City of Fredericksburg, VA	City of Chamblee, GA	Flagler County, FL
City of Newport News, VA	City of Brookhaven, GA	Monroe County, FL
City of Williamsburg, VA	City of Tybee Island, GA	Citrus County, FL
City of Covington, VA	City of Statesboro, GA	Charlotte County, FL
City of Lancaster, SC	City of Dublin, GA	Osceola County, FL
City of Chester, SC	City of Fayetteville, GA	Hernando County, FL
City of Mauldin, SC	Forsyth County, GA	Sarasota County, FL
City of Columbia, SC	Lumpkin County, GA	Gulf County, FL
City of Goose Creek, SC	Douglas County, GA	Martin County, FL
Charleston County, SC	Cherokee County, GA	Pinellas County, FL
Berkley County, SC	City of Panama City, FL	Village of Pinecrest, FL
Dorchester County, SC	City of Panama City Beach, FL	Village of North Palm Beach, FL
Town of Mount Pleasant, SC	City of Fort Walton Beach, FL	Town of Palm Beach, FL
Town of Cheraw, SC	City of Palm Beach Gardens, FL	Town of Jupiter, FL
Town of Hilton Head Island, SC	City of Dania Beach, FL	
Town of Moncks Corner, SC	City of Coral Springs, FL	



F.2 Select Relevant Experience

Because Evergreen has conducted hundreds of projects that are similar in scope to the services being requested, we have included only a sample of some of our more recent local government work (i.e., within the past three years). **Note:** Many of our local government studies included public safety positions. Therefore, Evergreen is well familiar with public safety work schedules and pay plans.

Pay and Classification Study City of Chamblee, Georgia

Evergreen Solutions is engaged with the City of Chamblee to conduct a Pay and Classification Study. Evergreen will conduct a classification analysis using Evergreen's Job Assessment Tool job evaluation methodology in addition to a statistical assessment of current conditions. Evergreen will also analyze local market and benefits data taken from peer organizations to determine the appropriate compensation levels for select positions. Recommendations for adjustments to the compensation and classifications plan will be made. **Note:** This project is nearing completion.



Employee Classification and Compensation Study City of Savannah, Georgia

Evergreen was engaged with the City of Savannah to conduct an Employee Classification and Compensation Study for its workforce of 2,500 employees. Evergreen developed a comprehensive job classification system that accommodated the City's need for a flexible, internally and externally equitable, defensible, market sensitive and easily administered system for all current and future jobs within the City. Evergreen established career paths for occupations, provide clear distinctions in different job levels, established performance standards/job qualifications for all newly created job classifications, produced job descriptions that were legally defensible and are in accordance with ADA and FLSA, assigned classifications to pay ranges designed by the City that were labor market appropriate, and trained Human Resource staff so that they could maintain, enhance, and use the classification system to identify and consistently apply the system to modify an existing position or classification or create a new position or classification scheme.

Evergreen further assisted the City in formulating a formal compensation philosophy and developing a compensation system for all job classifications based upon the adopted compensation philosophy. Evergreen identified comparable benchmark employers to guide the City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high performing staff members, while being financially sustainable.



Compensation Study City of Statesboro, Georgia

Evergreen Solutions was engaged with the City of Statesboro to review and update the City's Classification and Compensation Plan for its 300 employees. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results.



Classification and Compensation Plan Development City of Brookhaven, Georgia

Evergreen Solutions was engaged with the City of Brookhaven to develop a Classification and Compensation Plan. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; determine the relative value and competitive positioning of each compensation area; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results. Evergreen also recommended a performance management and evaluation program, including a comprehensive evaluation form and rating system for fiscal year 2016 implementation. The evaluation plan included a performance based component.



Comprehensive Classification and Compensation Study City of Tybee Island, Georgia

Evergreen Solutions was retained by the City of Tybee Island to conduct a Comprehensive Compensation and Classification Study. Evergreen's consultants reviewed the City's current compensation plan (salary grade levels and steps) to understand the current challenges of recruiting and retaining employees and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey of both private and public sector peer organizations. In the end, Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification



plan, the compensation survey results, internal relationships, and external and internal equity.

Evergreen prepared a new salary structure based on results of the salary survey and best practices and developed guidelines to assist the City staff with determining the starting pay for new employees based on knowledge and experience above minimum requirements of the position, how difficult the position is to fill, and market competitiveness. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Salary and Benefits Survey City of Roswell, Georgia

Evergreen Solutions was retained by the City of Roswell to conduct a Salary and Benefits Survey. Evergreen examined wages and benefits of the City's employees as compared to public and private sector entities in Georgia and surrounding areas to determine whether the City's wages and benefits were competitive in the market.



Compensation and Benefits Study and Analysis City of Dahlonega, Georgia

Evergreen Solutions was engaged with the City of Dahlonega to conduct a comprehensive classification, compensation, and benefit study and analysis of its workforce. Evergreen's consultants evaluated the City's present salary and benefit structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen reviewed all current job descriptions and analyzed the same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions and special requirements, including licensing and certifications. Evergreen also analyzed all existing job family classifications, pay grades and salary ranges, and recommended modifications as necessary as well as analyzed all existing FLSA classifications and recommended modifications, as necessary.



Comprehensive Classification and Compensation Study City of Garden City, Georgia

Evergreen Solutions was retained by the City of Garden City to conduct a Comprehensive Classification and Compensation Study for its workforce as well as a Staffing Analysis of the Police Department. The primary objectives of the Classification and Compensation Study were to: attract and retain qualified workers who would be paid equitable salaries; provide fair salaries for all workers of the City; and provide a salary structure that enabled the City to maintain a competitive position with other cities and companies within the same geographic area. To accomplish this, Evergreen: worked with the City's management staff to identify a market position for the City; developed a comprehensive labor market salary survey for the Chatham County area and surrounding municipalities that reflected both cities and private industry; analyzed existing internal hierarchy based on job relationships, identified problem areas within the internal hierarchy system, and proposed implementation methods to correct identified problems; reviewed current classification grade methodology, and proposed recommended strategies for the City of Garden City; and developed a pay plan identifying specific parameters (i.e., percent spreads between ranges and within ranges). In the end, Evergreen prepared a cost analysis for positions that fell below the proposed minimum salaries following reclassification and developed recommendations and an instrument for the ongoing internal administration and maintenance of the proposed classification and compensation plan.



Compensation Plan Update City of Garden City, Georgia

Evergreen Solutions was once again hired by the City of Garden City to conduct a Compensation Plan Update. Evergreen will analyze local market data taken from peer organizations to determine the appropriate compensation levels for 40 benchmark positions. Recommendations for adjustments to the compensation plan will be made. **Note:** This project is nearing completion.



Classification and Compensation Study and Analysis City of Douglasville, Georgia

Evergreen Solutions was retained by the City of Douglasville to conduct a Classification and Compensation Study and Analysis of its workforce consisting of 225 full-time employees in approximately 96 job titles.

Evergreen performed the following tasks:



- Evaluated the City's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors.
- Reviewed all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); and special requirements including licensing and certifications.
- Reviewed the City's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments.
- Analyzed all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary.
- Analyzed all existing FLSA classifications and recommended modifications as necessary.
- Identified potential pay compression issues and provided alternative solutions



Compensation Analysis City of Alpharetta, Georgia

Evergreen Solutions was engaged with the City of Alpharetta to conduct a competitive compensation analysis. The purpose and intent of the study was to compare and contrast the City's current wage and benefit structure and levels with those of key competing employers— both public and private. The analysis was based upon job descriptions and/or duties performed rather than upon job titles in order to ensure accurate comparisons and to consider all aspects of the City's compensation package. At the time of the study, the City of Alpharetta employed 414 full-time and five part-time positions, excluding senior management and elected officials, defined across 132 position descriptions. The base salary ranges for these positions were divided among eight pay grades.

The primary goals of this project were to: determine the City's competitive position within the marketplace in terms of its overall compensation package; determine the relative value and competitive positioning of each compensation/benefit area; and identify any weaknesses within the components of the City's existing compensation package that may negatively impact the organization's ability to attract and retain talented employees.



Compensation and Classification Study and Analysis City of Dublin, Georgia

Evergreen Solutions is retained by the City of Dublin to conduct a Classification and Compensation Study. The purpose of the study is to address changes in City operations and staffing over the past decade, which may have affected the type, scope, and level of work being performed. The objectives of the study are to: attract and retain qualified employees; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and maintain a competitive position with other comparable government entities and private employers within the same geographic areas. **Note:** This project should be completed by April 30, 2018.



Wages and Salary Study City of Stockbridge, Georgia

Evergreen Solutions is retained by City of Stockbridge to conduct a Wages and Salaries Compensation Study. Evergreen will conduct a classification analysis using Evergreen's Job Assessment Tool job evaluation methodology in addition to a statistical assessment of current conditions. Evergreen will also analyze local market data taken from peer organizations to determine the appropriate compensation levels for benchmark positions. Recommendations for adjustments to the compensation and classifications plan will be made and procedures for the continued maintenance of the plans will be provided.



Pay and Classification Study City of Fayetteville, Georgia

Evergreen Solutions is retained by the City of Fayetteville to conduct a Pay and Classification Study. The goal of the project is to develop a classification and compensation plan that fairly and equitably recognizes and rewards current and future employees and attracts highly-qualified candidates for City positions.

Evergreen will perform the following tasks:

- review all current job descriptions and analyze same for knowledge, skills, abilities, education, experience, relevance, internal consistency, job definitions and summaries,



distinguishing characteristics, supervision received and exercised, conformity with ADA relative to essential job functions (including physical demands), conformity with other applicable federal and state laws and regulations, and special requirements, including licensing and certifications;

- analyze all existing job family classifications, pay grades, and salary ranges and recommend modifications as necessary;
- recommend new job titles/job descriptions as necessary;
- analyze all FLSA classifications and recommend modifications as necessary;
- establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable other local governments, as needed;
- identify potential pay compression issues and provide alternative solutions and recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and internal relationships and equity; and
- develop and provide a straightforward, easily understandable maintenance system that can be used to keep the classification system updated and equitable.

Evergreen will also review relevant portions of the City's Personnel Policies and Procedures and, when applicable, recommend and changes needed in relation to classification and compensation. **Note:** This project should be completed by April 30, 2018.



Classification and Compensation Study Douglas County, Georgia

Evergreen Solutions is engaged with Douglas County to conduct a Classification and Compensation Study and Analysis. Evergreen will evaluate the County's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen will perform the following tasks:

- review all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions & summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job



functions (including physical demands); special requirements including licensing and certifications;

- review the County's current Position Classification and Wage Administration Plans and provide recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments;
- analyze all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary;
- analyze all existing FLSA classifications and recommend modifications as necessary;
- establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Georgia counties as required;
- identify potential pay compression issues and provide alternative solutions; and
- develop applicable classification/reclassification questionnaire.

Note: This project is nearing completion.



Classification and Compensation Study Lumpkin County, Georgia

Evergreen Solutions was engaged with Lumpkin County to conduct a comprehensive classification and compensation study of its workforce which assisted the County in updating its current classification plan, revising salary administration guidelines, and developing a strategy to increase employees' pay to a competitive level that will align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that would provide internal equity and would be competitive in the marketplace to attract and retain qualified employees. Evergreen provided options on ways to keep the pay structure current in future years in order to avoid compression and provided the necessary training for the implementation of the new salary schedules and plans. Evergreen provided the County with multiple pay scales for both part- and fulltime employees, including pay scales for employees of the Sheriff's Office and Emergency Services.



Compensation and Benefits Study Forsyth County, Georgia

Evergreen Solutions was engaged with Forsyth County to conduct a Compensation and Benefits Survey for the various departments/offices of the County. The objective of the survey was to provide Forsyth County Government a competitive position with other comparable government entities and private employers within the same geographic area to attract and retain qualified employees. Evergreen's consultants reviewed the current compensation plan and salary grade levels to understand the current challenges facing the County in recruiting and retaining employees. Evergreen surveyed comparable labor markets competing with the County for labor in the greater metro Atlanta labor market and comparable public organizations. The survey was designed to capture not only base salary information but comprehensive benefits information (inclusive of: deferred compensation; leave plans; employer paid medical, dental, vision, disability insurance, life insurance) to ensure that the County was competitive with other public organizations in the greater metro Atlanta labor market in its total compensation package.

In the end, Evergreen prepared a final report of findings with written recommendations regarding specific classifications, salary market adjustments, and preferred benefit package and recommended any necessary salary range changes for the County's job classifications.



Compensation, Classification, and Benefits Study City of Palm Beach Gardens, Florida

The City of Palm Beach Gardens was on contract with Evergreen Solutions to conduct a comprehensive Compensation and Classification Study to assess the city's internal and external equity. The City had established track record of regular studies of this nature and seeks up-to-date competitive salary and benefits information from both the private and public sector. A salary survey of peer organizations in the local and regional market, to include benefits and total compensation, was conducted to ascertain the City's relative market position. The City maintained the objective of being among the compensation leaders in Palm Beach County, and regular evaluation of this kind was essential in achieving this progressive goal. The study included a complete classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. The study concluded with a series of findings and recommendations in a written report that was designed to identify and recommend resolution of any inequities in the system and, if necessary, update the existing classification structure. The City had gone through a considerable reduction in force, which had caused many responsibilities to be shuffled. **Note:** Evergreen was again hired in early 2016 to conduct a Compensation and Classification Plan Update. This project was completed in May 2016.



Compensation and Classification Study Alachua County, Florida

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;
- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;
- allocate each employee with regard to the new classification structure;
- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;
- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;
- recommend a salary structure, including the number of pay grades, and pay ranges;
- recommend salaries for each classification, as well as recommended salaries for each employee;
- provide a classification maintenance plan;
- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and
- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.



Compensation, Classification, and Performance Management Study Manatee County, Florida

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement. **Note:** Evergreen has worked on several occasions with Manatee County, the most recent study, a Compensation Analysis that was completed in August 2015.



Compensation Study City of Hollywood, Florida

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees (Executive; Managerial; Legal; Technical; and Confidential Administrative Support). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt".

Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity



adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan. **Note:** At the conclusion of the study, Evergreen was hired again to conduct a compensation study of



Compensation and Classification Study Services Monroe County, Florida

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants also analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.



Employee Classification and Compensation Study Blount County, Tennessee

Evergreen Solutions was retained by Blount County to conduct an Employee Classification and Compensation Study for its workforce. Evergreen conducted focus groups and interviews with employees and employees completed a Job Assessment Tool (JAT) that identified work performed. Evergreen presented to the Human Resources Director and Mayor any resultant classifications recommended in the classification study and provided for the maintenance of the new structure, including periodic review, reclassification review procedure and promotion guidelines.

For the compensation study, Evergreen identified survey labor market and benchmark classes to use for a market analysis; conducted a comprehensive compensation search utilizing other similar public sector employers; completed internal salary relationship analysis, including the development of appropriate internal relationship guidelines; developed externally competitive and internally equitable salary recommendations for each class included within the study in order to maintain appropriate competitive position in relation to other employers within the region; and assigned a salary range to each classification which reflected the results of the market survey and the analysis of internal relationships. Evergreen presented survey results to management to make a decision on overall pay philosophy. In the end, Evergreen recommended appropriate premium pay options to supplement the compensation plan. Examples included options for pay for certifications, professional licenses, special skills, temporary "acting" assignment at higher level duties, "on-call" and "callout" pay, pay alternatives for exempt level workers not normally eligible for overtime, and similar pay practices.



Salary and Benefits Study City of Bloomington, Indiana

Evergreen Solutions is retained by the City of Bloomington to conduct a Salary and Benefits Study. Evergreen will examine the wages and benefits of the City's employees (including transit) as compared to public and private sector entities in Indiana and surrounding areas to determine whether the City's wages and benefits are competitive in the market. **Note:** This project is nearing completion.



Employee Compensation and Classification Study Mahoning County, Ohio

Evergreen Solutions was retained by Mahoning County to conduct an Employee Compensation and Classification Study for all the County's 1,746 employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen consultant's also reviewed and updated existing job descriptions and determined FLSA designations for each job title/classification.

Evergreen designed an implementation strategy for the compensation system with the lowest financial impact on the County's operating budget and with the greatest gain to positions that fell outside of a designated range. In the end, recommendations were made to improve the fairness and equity in the current system.



Salary and Benefits Review and Analysis City of Hyattsville, Maryland

Evergreen Solutions was hired by the City of Hyattsville to conduct a Salary and Benefits Review and Analysis of all classifications. This process included a comprehensive review of market compensation averages using a detailed duties-based salary survey approach as well as a comprehensive benefits survey. Market position was determined, compensation philosophy was developed and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation model.

Note: Evergreen Solutions was again hired by the City of Hyattsville to conduct a Compensation System Analysis in 2017. Market position was determined through a salary survey and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation system. Evergreen developed an approximate 25-step salary range for all employees; an executive pay scale and pay grades assignments for seven senior director classifications; and a calculation for promotions that can be used for all employees.



Classification and Compensation Plan Review City of Annapolis, Maryland

Evergreen Solutions is engaged with the City of Annapolis to conduct a Classification and Compensation Plan Review. The primary objectives of the study are to: review and revise the current classification system; review and revise job descriptions; determine relevant competitive markets by conducting a salary survey of selected peer organizations; propose guidelines for an improved or new compensation program; and provide recommendations to keep the current pay structure competitive. **Note:** This project is nearing completion.



Classification and Compensation Study Essex County, Virginia

Evergreen Solutions was hired by Essex County to conduct a Classification and Compensation Study that will allow the County to be competitive in the marketplace in attracting and retaining qualified employees. Evergreen's consultants will perform the following: survey each unique job class to determine a definition of the job class, essential functions, education requirements, experience, knowledge, skills, and abilities, and review and update existing job descriptions, as needed; review the County's current pay practices including overtime pay, awarding compensatory time, half-time pay for emergency services, and all other pay for public safety; prepare a cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification; and recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity. **Note:** This project was completed in April 2015.



Classification and Compensation Study Loudoun County, Virginia

Evergreen Solutions was engaged with Loudoun County to conduct a Classification and Compensation Study. Evergreen conducted a comprehensive review and evaluation of the County's compensation philosophy and competitive market and made recommendations to retain, modify and/or change the compensation philosophy and/or competitive market. Evergreen also conducted a comprehensive review and evaluation of policies governing the County's total compensation program (pay and benefits offerings) and classification system; benchmarked the elements of the County's total compensation and classification program against its current competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify and/or change elements of the total compensation and classification program.



Evergreen further conducted a comprehensive review and an evaluation of the County's performance plan system; benchmarked the County's system against the job description systems of its competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify, or change the current system. In the end, Evergreen provided comprehensive recommendations for modifying classification and compensation policies and procedures.



Salary Plan Review City of Suffolk, Virginia

Evergreen Solutions was retained by the City of Suffolk to review the Compensation and Classification Study Final Report completed in 2009 by another firm. The goal of this review was to assess the applicability of recommendations since the study's completion, with an emphasis on reviewing: Phase 3 recommendations and applicability given time since completion of study; salaries of employees included in the 2009 study and those not included in the 2009 study (~300 employees hired after study completion) to assess internal equity; title changes recommended; and the City's Compensation Philosophy. In the end, Evergreen provided a final report that included: a comparison of current market compensation data (obtained primarily from TechNet database) to City compensation data; recommendation for placement of all employee salaries for both employees included and not included in the 2009 study; a recommended pay plan/salary schedule; and a recommendation to address compression caused by Phase in approach across all employee groups, including police and fire.

Note: Evergreen Solutions was previously hired by the City of Suffolk to conduct a Compensation and Classification Study. Evergreen consultants assessed both internal and external equity of the City's compensation and classification plan, and provided recommendations for a new plan to cover the City's approximate 1,000 employees.



Classification and Compensation Study City of Fredericksburg, Virginia

Evergreen Solutions was engaged with the City of Fredericksburg to conduct a Classification and Compensation Study. Evergreen conducted a full job analysis of City positions and revised existing job descriptions based upon the findings of the job analysis. Evergreen also surveyed the local labor market to ensure that the City's overall package of compensation and benefits was competitive and evaluated whether the City's current human resources policies was affecting the City's ability to compete in the labor marketplace.

Evergreen assisted the City in updating its current classification and compensation plan and in developing a strategy to increase employees' pay to a competitive level that aligned with the results of the study.



Evergreen provided recommendations to the overall classification and compensation plan that provided internal equity and that was competitive in the marketplace to attract and retain qualified employees.



**Classification, Compensation, and Benefits Survey
Kent County Levy Court, Delaware**

Evergreen Solutions was hired by Kent County Levy Court (KCLC) in Dover Delaware to conduct a Classification, Compensation, and Benefits Study. Evergreen's consultants reviewed all current classification specifications and analyzed, documented, and validated the same for distinguishing characteristics, position definition and purpose, knowledge, skills, abilities, essential job functions, minimum qualifications, education and experience relevance and hierarchal consistency, conformity with ADA language relative to essential job functions (including physical and intellectual requirements), working/environmental conditions, supervision received and exercised, standby/call back responsibilities, and special requirements including licensing, regulatory, and certification requirements.

Evergreen conducted on-site interviews with employees, as well as appropriate supervisor and management personnel, to verify/clarify information received in the questionnaires and to ensure information regarding organizational structure, supervision, essential job duties, and working environment was accurately captured and reflected in the descriptions that were developed. Evergreen recommended updates proposed a new system utilizing a standardized rating system that analyzed each position against multiple evaluation criteria.

Evergreen also conducted a market salary and benefits survey of public sector organizations comparable to the County in size, population, economic climate, proximity to major cities, etc. The market survey included the hours worked per week by employees in each position in those comparable communities—in an effort to consider both internal and external equity—and was used to compare base annual salary for each position included in the study by minimum, midpoint, and maximum.

Utilizing the market survey results, comparable job descriptions, and other data collected, Evergreen prepared a recommended compensation plan design and salary schedule to correspond to the classification plan and customized to reflect the County's pay progression policy and compensation philosophy. Evergreen recommended the vertical salary relationship and/or differentials between classes in each class series. In the end, Evergreen provided KCLC with a final report that included specific, itemized recommendations, including a discussion of the methods, techniques, and data used to develop the classification and compensation plan and benefits program.



Classification and Compensation Study and Benefits Survey New Hanover County, North Carolina

Evergreen was retained by New Hanover County and the New Hanover Alcohol Beverage Control Board to conduct a Classification and Compensation Study for its employees. Evergreen's consultants conducted an employee classification and compensation study of public and private employers who were providing equitable services and, based on that study and determined if individualized position/job descriptions were needed, and if so, assisted in the development of those descriptions. Evergreen prepared a comprehensive analysis that identified New Hanover County's competitive position in the labor market and provided a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and prepared recommendations for compensation policies, including variable incentive pay options, to maintain competitiveness, reward employees, and ensure equity.

Select County and ABC Board were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.



Comprehensive Position Classification and Compensation Study Gaston County, North Carolina

Evergreen Solutions was engaged with Gaston County to conduct a Comprehensive Position Classification and Compensation Study for its employees (1,410 full-time, 46 part-time, and 143 temporary). The primary objective of the study was to implement a fair, consistent, competitive, equitable, and legally defensible classification and compensation system that allowed the County to attract, reward and retain qualified individuals. To accomplish this, Evergreen's consultants performed a comprehensive review of the County's classification and compensation system which included conducting an internal equity analysis of employee salaries.

Evergreen provided recommendations to create a system that not only aligned with the State of North Carolina's substantially equivalency requirement, but allowed for flexibility so as not to inhibit those departments that were not required to have this alignment.



Salary Parity Study / Structural and Compensation Systems Study Charleston County, South Carolina

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

Evergreen was again hired in 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21st Century approach to compensation and classification management.

Note: Evergreen was hired in May of 2015 to conduct a Comprehensive Market Assessment.



Classification and Compensation Study Berkeley County, South Carolina

Evergreen Solutions is retained by Berkeley County to conduct a Classification and Compensation Study. Evergreen's consultants will review the County's current classification and compensation plan and will recommend a consistent and competitive market position that the County can maintain based on a salary survey results from peer organizations. Evergreen will recommend an appropriate salary range for each position in the County based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen will provide recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan. **Note:** This project is nearing completion.



Classification and Compensation Study Town of Hilton Head Island, South Carolina

Evergreen Solutions was engaged with the Town of Hilton Head Island to conduct a Classification and Compensation Study for all its employees. The study included the following primary objectives: to conduct a thorough, complete and accurate class specifications/job descriptions for all positions; appropriate valuation of each position relative to other Town positions; and to develop a competitive total rewards package (salary and benefits) relative to similar positions in the market.

Evergreen provided written guidelines for maintaining class specifications/job descriptions, for evaluating/re-evaluating job class specifications/job descriptions and for maintaining model compensation structure (s). Evergreen further recommended pay administration policies to include, but not be limited to, policies regarding movement through ranges, adjustments within pay grades, adjustments for assumption of additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc. and recommended reliable external market data sources for salary structure adjustments and determination of merit budget

Upon recommendation to the Town for the implementation of a new classification and compensation program, Evergreen's consultants reviewed current performance management system documentation and provided recommendations to strengthen link between pay and performance as appropriate. In addition, Evergreen recommended future merit allocation approaches, considering changes to classification and compensation program and limited budgets.



Comprehensive Classification, Compensation, Performance Management and Benefits Study City of Columbia, South Carolina

Evergreen Solutions was retained by the City of Columbia to conduct a comprehensive evaluation of the City's current compensation and classification structure for its 2,352 employees. The primary objective of the study was to determine whether the City's current pay structure, policies, and practices were effective as compared to peer organizations or whether future adjustments were needed. Evergreen's consultants conducted a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions. Based on the data collected, Evergreen defined the essential functions of the job class, including, required education, experience, knowledge, skills, and abilities, to ensure compliance with ADA regulations; identified discrepancies between existing and proposed classifications; reported areas that were understaffed or under-utilized; identified management, supervisory, professional, technical and general employees, including each employee's FLSA status (exempt/non-exempt); evaluated and recommended other programs that could be implemented by the City to attract candidates for hard-to-recruit positions; and developed a tool that the City could utilize to evaluate and process future reclassifications.



To ensure external equity, Evergreen consultants compared the City to what other local jurisdictions were doing as it related to salary ranges, steps within ranges, and range spread, and listed options and made recommendations that could improve the City's position in the market and its ability to recruit and retain qualified employees. Evergreen reviewed policies and procedures to determine consistency with prevalent practices among City governments and other local jurisdictions related to setting salaries for new hires, and handling transfers, promotions, additional duty pay and retroactive adjustments.

Evergreen also developed and recommended a new and revised performance appraisal instrument(s) that would support the City's mission and strategic objectives and the City's compensation philosophy, and would work in concert with the classification and pay system that was established. Evergreen consultants worked with the Human Resources Department and other City officials to link the proposed performance evaluation system to the pay structure, and identified any real or perceived internal equity and salary compression issues within the City's various departments/offices, and listed options to address such questions as to how these issues were addressed by other municipalities.

In the end, Evergreen provided recommendations to the classification and compensation structure along with associated costs or savings of implementing those recommendations. Evergreen also provided training/education presentations to managers and senior management staff to ensure that there was an understanding and commitment to the new classification and compensation system.



Compensation and Classification Study Update Jefferson County, Missouri

Evergreen was hired in 2016 to conduct a Classification and Compensation update. The study will include comprehensive classification analysis using the Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An assessment of external equity including a salary survey of competing organizations will also be conducted. The project will conclude with a series of findings and recommendations designed to alleviate any strains on the system and, if necessary, redesign the existing system in place for the County. **Note:** This project is nearing completion.

Note: Evergreen was originally hired in 2010 to conduct a Comprehensive Compensation and Classification Study to analyze the County's market competitiveness and internal equity. Located just 40 miles southwest of the City of St. Louis, the County possessed a unique set of challenges being on the border of more rural, suburban, and even metropolitan markets. Maintaining market competitive compensation and classification plans in these environments required special effort. With this in mind, this study included a comprehensive classification analysis using the Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An assessment of external equity including a salary survey of competing organizations was



conducted. The project concluded with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign the existing system in place for the County.



**Classification and Compensation Study
St. Charles County, Missouri**

Evergreen Solutions was engaged with the St. Charles County Government to conduct a Classification and Compensation Study. The primary purpose of the study was to assist the County in the evaluation of its overall employee compensation and pay structure as compared to the market; to perform a job audit and analysis for each full-time position to determine appropriate classification; and to update/develop job descriptions in a standardized format that is ADA and FLSA compliant.

At the conclusion of the study, Evergreen provided a recommended job evaluation plan that will allow the County to evaluate positions every two years as well as provided an administration manual with plan maintenance procedures and a summary document that could be used to communicate the compensation system change to current and future employees.



**Classification and Compensation Study
Sedgwick County, Kansas**

Evergreen Solutions was retained by Sedgwick County to conduct classification and compensation study for approximately 2,766 employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs.

Recommendations were provided to improve the fairness and equity within the County and a plan was provided to address maintenance of implemented changes to the County's classification and compensation system. In addition, Evergreen provided County staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system would be accomplished.



Employee Compensation Consulting Services Fort Bend County, Texas

Evergreen was retained by Fort Bend County to provide employee compensation consulting services. Evergreen conducted the following tasks:

- reviewed current compensation plan including policy groups and salary structures;
- conducted Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;
- analyzed internal equity and possible compression issues;
- completed salary survey of City and County governments in the State of Texas as designated by the County;
- designed and executed a salary survey, analyzed results and made recommendations; and
- evaluated and determined each employee's proper step placement on the newly approved salary grade structure.



Human Resources Department Assessment (Included a Classification and Compensation Study) City of Buda, Texas

Evergreen was engaged with the City of Buda to conduct a Human Resources Department Assessment. Evergreen's consultants provided a job analysis questionnaire and procedures for future updating and new position creation and developed and fully defined a systematic procedure for evaluating positions using the "point factor method". A worksheet was developed for departments to request a job evaluation for upgrades within a position or for a new position for submission to Human Resources to ensure that job titles were consistently used on job descriptions and the pay plan.

Evergreen further created a new cost effective, affordable compensation structure and management plan that was systematically and equitably acknowledge and rewarded an employee's performance and skills. Evergreen designed a compensation program that included a description and justification of the pay philosophy, a completed pay structure, and rules for moving employees through the pay structure based on their increasing contributions in support of the City. Evergreen consultant's gathered actual salary data from market surveys, local governmental agencies, benchmarked cities, and other appropriate data, as deemed necessary. The recommended compensation structure included a



proposed training/career progression plan, including documentation as appropriate, and a plan that rewards employee performance fairly and equitably, with measures that can be documented.



Classification and Compensation Pay Plan Study City of Amarillo, Texas

Evergreen Solutions was engaged with the City of Amarillo to develop a Classification and Compensation Pay Plan. Evergreen's consultants: reviewed the City's existing classification/compensation system; worked with the City's Human Resources Director and staff to identify a market position for the City; gathered necessary information through the use of questionnaires, job audits, some personal interviews; discussed and determined the appropriate labor market for the compensation survey; analyzed existing internal hierarchy based on job relationships and proposed implementation methods to correct any identified specific problems; developed a pay plan identifying specific parameters; and reviewed and assigned all positions to an appropriate pay grade.

In the end, Evergreen recommended implementation strategies including calculating the cost of implementing the study and provided the Human Resources staff with training to maintain and revise the system, as needed.



Job Classification, Salary Survey, Compensation Plan Study Services City of Duncanville, Texas

Evergreen Solutions was engaged with the City of Duncanville to provide professional Job Classification, Salary Survey, and Compensation Pay Plan Study Services that allowed the creation of a comprehensive job classification and compensation system and pay plans for employees within the City. Evergreen's consultants reviewed and analyzed the City's current structure and practices of job classifications and job descriptions including: conducting orientation sessions; providing questionnaires; conducting management and employee interviews; reviewing questionnaire responses with supervisory and management staff; performing a job analysis; and developing and/or revising job descriptions.

Evergreen prepared a customized market survey of salaries of the local and area municipalities that included all of the competitive markets where the city recruited employees. Evergreen established a system for an ongoing and easily understood maintenance of the new, or updated, pay plan that was easy for employees to understand and for managers to administer. The recommended pay plan effectively balanced market and internal equity, supported the classification system, and promoted an employee's perception of organizational fairness and equity in the City.



Comprehensive Compensation and Benefits Study City of Sachse, Texas

Evergreen Solutions was hired by the City of Sachse to conduct a Comprehensive Compensation and Benefits Study. The study measured and provided an analysis on base salary, pay/step plans, employer-provided medical benefits packages and any other incentive-based compensation options, including "on call" pay. To ensure the project's validity and applicability, Evergreen conducted a compensation analysis using similar-sized local municipalities for comparison and recommended comparator cities for consideration.

The following study components were compared:

- pay ranges with comparator cities performing the same or similar functions;
- actual employee pay with comparator cities performing the same or similar functions;
- pay/step plans/special assignment pay with comparator cities performing the same or similar functions; and
- city-provided comprehensive employee benefits packages with comparator cities performing the same or similar functions.

Evergreen recommended pay structure features that provided opportunities for advancement while minimizing salary overlap between levels of responsibility.



Classification and Compensation Study City of Pflugerville, Texas

Evergreen Solutions was hired by the City of Pflugerville to conduct a Classification and Compensation Study for its workforce of over 300 full- and part-time employees. Evergreen analyzed each position within the City by conducting interviews and job audits; evaluated employee position descriptions and duties; interviewed department heads and managers; and assessed classifications within positions (I, II, III, or Lead, Foreman). Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and working conditions, determined FLSA status (exempt/non-exempt) for positions under federal regulations, and recommended which positions were essential positions in the event the City had a temporary closure. Based on this review, Evergreen presented a proposed classification structure to City management and incorporated input into the final classification document, including a cost analysis for positions that would require adjustments.

Evergreen surveyed the cities of Georgetown, Round Rock, Hutto, Cedar Park, Leander, San Marcos, and College Station to compare



compensation and benefit structures in addition to minimum and maximum rates of pay for select positions and will soon make recommendations toward appropriate ranges for rates of pay for each position identified. This included a minimum, mid-point, and maximum, with 1st and 3rd quartile designations. A Salary Grade Chart was prepared based on these recommendations and was presented to management for final approval.



Classification and Compensation Study City of Seguin, Texas

Evergreen Solutions was hired to assist the City of Seguin in designing and implementing a comprehensive classification and compensation plan for its workforce of 330 full-time employees. The scope of the project included two major components: (1) Working with a City management team to revise the existing pay plan and structures; and (2) Evaluating current salary structure and compensation levels for all regular, classified positions and recommending appropriate adjustments. Specifically, Evergreen's consultants reviewed the City's current classification/compensation plan; surveyed management and identified problem areas regarding the classification and compensation system; conducted a salary survey to ensure external equity; reviewed current policies and procedures; reviewed salary structure to determine appropriateness; and provided technical assistance and training to City staff to facilitate the implementation and the maintenance of the recommended system and procedures.



Comprehensive Compensation and Benefits Study City of Rowlett, Texas

Evergreen Solutions was engaged with the City of Rowlett to conduct a comprehensive compensation and benefits study. The primary goal of the study was to ensure that the City was recognized as an employer of choice that provides a viable, cost effective and competitive pay structure. The study measured and provided a compensation analysis on (a) base salary, (b) pay/step plans, (c) employer-provided medical benefits packages and (d) any other incentive-based compensation options, to include "on call" pay. Evergreen's consultants identified any weaknesses within the components of the City's existing compensation package that would negatively impact the organization's ability to attract and retain talented employees.



Classification and Compensation Study San Miguel County, Colorado

Evergreen Solutions was engaged with San Miguel County to conduct a Classification and Compensation study, including wages and benefits, for full-time and part-time employees of San Miguel County and the Regional Housing Authority. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. Evergreen recommended the deletion of outdated or unnecessary jobs descriptions as well as the revision to current positions, if needed. In addition, a salary survey was conducted to ensure external market equity by comparing San Miguel County to other county governments, local municipalities and local businesses as appropriate. Recommendations were provided to improve the fairness and equity in the current classification and compensation system



Pay for Performance Study and Salary Survey City of Manitou Springs, Colorado

Evergreen Solutions was retained by the City of Manitou Springs to develop a performance-based pay structure and conduct a salary survey. Evergreen made recommendations regarding enhancements needed to the City's current performance evaluation system and provided the City with a performance evaluation tool.



Salary and Benefits Survey City of Carlsbad, New Mexico

Evergreen Solutions was retained by the City of Carlsbad to conduct a Salary and Benefits Survey. The study included the evaluation of 50 union positions as benchmarks against the private and public labor market in the State of New Mexico, and making recommendations to improve competitiveness in alignment with the City's strategic goals. Evergreen used private sector data from ERI for data that was unavailable from selected targets using a custom salary survey. In addition, Evergreen collected average actual salary data for the benchmarked positions. Evergreen's recommendations improved the competitiveness of the City and helped prepare the City for future recruitment challenges.

Note: Evergreen Solutions was originally retained in 2014 by the City of Carlsbad to conduct a Compensation Study. The study included evaluating 50 administrative positions and three elected official positions as benchmarks against the private and public labor market in the State of New Mexico, and making recommendations to improve competitiveness in alignment with the City's strategic goals. Evergreen's recommendations improved the City's competitiveness and helped prepare it for future recruitment challenges.



Classification Study and Compensation Survey City of Page, Arizona

Evergreen Solutions is engaged with the City of Page to conduct a Classification Study and a Compensation Survey for all employees. As part of the study, Evergreen will conduct orientation sessions, focus groups, and interviews. Employees will complete a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A salary and benefits survey will be issued to local and regional employers to assess market competitiveness. Based on the findings from the classification and compensation review, a new pay plan as well as policies and procedures will be recommended to the City.



Compensation Study Town of Sahuarita, Arizona

Evergreen Solutions was hired by the Town of Sahuarita to conduct a Compensation Study that is in alignment with the Town's Strategic Management Plan. Evergreen assisted the Town in developing a highly competitive pay philosophy to recruit and retain quality professional staff and surveyed the market to identify proper pay ranges in the public and private sector for similar classifications.



Job Classification and Compensation Study City of Salem, Oregon

Evergreen Solutions is engaged with the City of Salem to conduct a Job Classification and Compensation Study. Evergreen will review the City's current classification specifications to analyze knowledge, skill, ability, education, experience, relevance, and hierarchical consistency as well as analyze unrepresented classifications and propose where broad banding or creating job series would be beneficial to achieve alignment of similar positions and create a job related hierarchy.

Evergreen will make "market comparisons" for unrepresented positions based on the primary labor market for those classifications and will complete internal salary relations analysis including the development of appropriate internal relationship guidelines. Evergreen's consultants will analyze compression and make recommendations that take into account internal equity as well as market factors (external equity).

In the end, Evergreen will train City staff on the methodology used to systematically assess job classifications in order to maintain internal compensation equity when adding, changing, or deleting classifications and will provide written documentation of assessment methodology and tools necessary to support City staff for ongoing maintenance and administration of the recommended classification and compensation plan.



**Classification and Compensation Study and Analysis
City of Broken Arrow, Oklahoma**

Evergreen Solutions is retained by the City of Broken Arrow to conduct a Classification and Compensation Study and Analysis to evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. Evergreen will perform the following: review all current job classifications, confirm and recommend changes to hierarchical order of jobs using your evaluation system; establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers); identify potential pay compression issues and provide potential solutions; analyze and recommend changes to the present compensation matrix and/or structure to meet the market analysis; and assess potential impact of pending DOL changes.



**F.3
References**

As required in the Request for Proposal, we have provided you with five references that we feel demonstrate the breadth and quality of the work our team has recently performed as it relates to the services being requested. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

**Compensation Study
City of Statesboro, Georgia**

Contact Information: Jeff Grant, Director of Human Resources, City of Statesboro, 50 East Main Street, Statesboro, Georgia 30458, (912) 212-2317, jeff.grant@statesboro.ga.gov



**Classification and Compensation Plan Development
City of Brookhaven, Georgia**

Contact information: Rick Stone, Director of Human Resources, 4362 Peachtree Road NE, Brookhaven, Georgia 30319, (404) 637-0491, rick.stone@brookhavenga.gov



**Pay and Classification Study
City of Chamblee, Georgia**

Contact Information: Jennifer Burke, Human Resources Manager, 5468 Peachtree Road, Chamblee, Georgia 30341, (470) 395-2301, JBurke@chambleega.gov



F.4 What Our Clients Are Saying

Comprehensive Compensation and Classification Study City of Tybee Island, Georgia

Contact Information: Janice Elliot, Human Resources Manager, 403
Butler Avenue, Tybee Island, Georgia 31328, (912) 472-5029,
jelliott@cityoftybee.org



Classification and Compensation Study and Analysis Douglas County, Georgia

Contact Information: Mr. Frederick Perry, Human Resources Director,
8700 Hospital Drive, Douglasville, Georgia 30134, (770) 920-7277,
fperry@co.douglas.ga.us



The following quotes were taken from some of our clients as they relate to the human resource management work we have performed.

"Implemented all of Evergreen's suggestions."

**Pat Carson, Personnel Services Director
Forsyth County, GA**

"Very Happy... Will Definitely use Evergreen Again!"

**Jim Harner, Director of Human Resources
City of Roswell, GA**

"Evergreen was able to respond to all questions in a timely manner."

**Pam Smith, Human Resources Director
Essex County, VA**

"Evergreen's staff were highly professional and competent."

**Richard Brown, Personnel Administrator
Richland County Library, SC**

"Evergreen's staff were highly professional and competent."

**Jan Coulter, Director, Human Resources Division
Charleston County Park and Recreation Commission, SC**

"Very impressed with the Project Team"

**Meghan Kelly, Personnel Officer
Town of Mt. Pleasant, SC**



"Evergreen staff was very knowledgeable and their presentation was very professional before the Board of County Commissioners."

**Durwood Bell, HR Position Management Consultant
Guilford County, NC**

"Evergreen exceeded our expectations."

**Dale Pazdra, Director of Human Resources
City of Coral Springs, FL**

"Evergreen maintained frequent interaction and was very accessible."

"The draft and final products were excellent and staff was flexible on input and feedback."

"Evergreen completed the project within our timeframe."

**Margie Moale, Human Resources Director
City of Plantation, FL**

"Evergreen's Project Director was very accessible."

**Jerry Haines, Human Resources Manager
Hernando County, FL**

"Evergreen was very responsive to questions by staff and Board committee members."

"We would definitely contact Evergreen Solutions for any future studies of this nature as part of any future requests for proposals."

**Janey Stuart, Director of Finance and Human Resources
Florida Board of Bar Examiners**

"Evergreen was very competent, highly professional, and easy to work with."

**Dale Garcia, Former Human Resources Director (Retired)
Manatee County, FL**

"Excellent interaction, responsive, and accessible throughout the project."

**Sheryl Stewart, Human Resources Administrator
City of Palm Beach Gardens, FL**

"Final product was outstanding."

**Randy Swing, President
Association for Institutional Research, FL**

"I would rate the professionalism of staff very high."

**Stacie Mason, Human Resources Director
City of Sarasota, FL**



"Very timely responses."

"Very good people to work with."

**Kim Cherbano, Human Resources Director
Town of Ponce Inlet, FL**

"Evergreen is very easy to work with."

**Lana Bruce, Manager, Workforce Planning
Sarasota County, FL**

"Everyone I was in contact with was extremely professional."

"Evergreen's Project Director responded to requests promptly and made every effort to work with the City's requests."

**Judy Garza, Human Resources Manager
City of Fate, TX**

"I consider the staff to be very professional and highly competent."

*"We were very pleased with the final presentation to the City Council.
Information was presented in a concise and accurate manner."*

**Nona Vogel, Assistant Director of Human Resources
City of Seguin, TX**



Section G

Cost of Services



G. Cost of Services

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Classification and Compensation Study and Analysis for the City of Villa Rica. Evergreen Solutions is committed to providing the highest quality consulting services to our client partners for a reasonable cost. Evergreen Solutions is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section D** of our proposal is **\$29,500**; however, Evergreen is willing to give the City of Villa Rica a seven percent discount since we are currently conducting similar work or have conducted similar work in the past six months in Georgia, the data from some of these studies could be shared rather than independently gathered. With the discount, Evergreen can provide the requested services to the City of Villa Rica at a cost of **\$27,435**.

Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost also includes two separate onsite visits to Villa Rica for purposes of completing the requested work.

Note: Evergreen would charge \$150 per hour for any additional work outside of the scope of work.

The following is our preferred invoicing schedule:

- 25% - upon completion of Tasks 1 - 2 of our work plan
- 25% - upon completion of Tasks 3 - 4 of our work plan
- 25% - upon completion of Task 5 - 8 of our work plan
- 25% - upon completion of Tasks 9 - 13 of our work plan

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City of Villa Rica wishes to identify. Evergreen Solutions federal employer identification number is 20-1833438.



Section H
Final Product



H. Final Product

Evergreen agrees to the following:

- deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the City Manager;
- provide the final report, tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium (flash drive); and
- appear at a scheduled City Council meeting to discuss the recommendations and final report.



Section I
Additional Services



I. Additional Services

Evergreen will provide the City up to one- year technical assistance by phone to assist with any implementation concerns or to answer any questions regarding maintenance of the new classification and compensation system. In addition to training, Evergreen will provide guidance as well as any necessary tools that will allow City staff the means to provide reclassifications as needed after we have concluded the project.



Section J
Other



J. Other

As required in the Request for Proposal, we have attached all pages of the RFP. Evergreen acknowledges that there have not been any addendums issued.



Dr. Jeff Ling, Exec. V. P.

Request for Proposal Classification and Compensation Study and Analysis

The City of Villa Rica, Georgia, ("City") is requesting proposals for consulting services to conduct a City-wide Employee Classification and Compensation Study as described herein.

Goals and Objectives: The purpose of the Classification and Compensation Study is to address changes in City operations and staffing over the past years, which may have affected the type, scope, and level of compensation and work being performed.

The City's Objectives:

1. Attract and retain qualified employees;
2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together;
3. Provide salaries commensurate with assigned duties;
4. Clearly outline promotional opportunities and provide recognizable compensation growth;
5. Provide justifiable pay differential between individual classes; and
6. Maintain a competitive position with other comparable government entities and private employers within the same geographic areas.

All work will be done with regular involvement of the City Manager, CFO and the Human Resource Manager. Department Heads and other key personnel will be involved as necessary. Regular presentations and meetings with these individuals or groups, incorporating their input into the process, are expected. Presentation to the City Council upon completion of the project is also expected.

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sector. The consultant shall perform or provide the following:

Scope of Services

1. Provide for a comprehensive evaluation of every job within the City to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
2. Review all current job classifications, to either confirm, or recommend changes to jobs using your evaluation system.
3. Establish appropriate benchmarking standards and conduct salary surveys for similar positions with comparable Georgia municipalities as required.
4. Identify potential pay compression issues and provide potential solutions.
5. Analyze and recommend changes to the present compensation structure to meet market analysis. This recommendation may include recommendations for individual positions as well.

Informational Meetings

1. Consultant to schedule an initial meeting with City Manager, CFO, and Human Resources Manager to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.
2. Consultant to meet with department heads to explain study and process to be used.
3. Consultant to provide frequent updates to Human Resources Manager, point of contact.

Classification Study

1. Consultant to review current classification grade methodology, and propose recommended strategies for the City.
2. Consultant to conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
3. Consultant to update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certification/licenses/registrations requirements for classification as needed.
4. Consultant to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including Fair Labor Standards Act (FLSA) status (exempt/non-exempt).
5. Consultant to present proposed recommendations to the City Manager, CFO and the Human Resources Manager for review prior to making any final classification determinations.
6. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
7. Consultant to identify career ladders/promotional opportunities as deemed appropriate.
8. Consultant to submit recommendations for appropriate implementation measures that the Human Resources Manager will need to take.
9. Consultant to provide a straightforward, easily understood, maintenance system that Human Resources Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.
10. Consultant to conduct a comprehensive training program for Human Resources Manager to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

Compensation Study

1. Consultant to review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the City can strive to maintain.
3. Consultant to recommend comparable labor markets, including both private and public-sector employers for compensation survey.
4. Consultant to develop and conduct a comprehensive compensation and benefits survey.
5. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
6. Consultant to develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
7. Consultant to recommend implementation strategies including calculating the cost of implementing the plan.
8. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
9. Consultant to make recommendations and to provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.
10. Consultant to provide system documentation and computer formats/software to administer compensation plan.
11. Consultant to provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as market survey.
12. Consultant to conduct a compression analysis to include any recommendations for implementation.
13. Consultant to conduct a comprehensive training program for Human Resources Manager to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

The City will provide copies of all pay ranges, job classifications, and any other available in-house information requested by the selected consultant that may be required to complete the study.

Proposal Format and Requirements

The offeror shall submit one original (conspicuously marked "ORIGINAL"), five complete copies, and one CD or memory stick of their written proposal that presents their qualifications and understanding of the work to be performed. Include all information requested, organized in tabbed sections clearly identified

in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal. The following information/documents shall be included in the proposal package to be considered responsive to the Request for Proposals:

A. Agents and Address

Identify who will be the project manager and key staff assigned if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience with public sector compensation including public safety. Describe successful outcomes, list the address, e-mail address, and telephone number of the office from which the services are to be provided. Promotional literature and other public relations documents should NOT be included.

B. Statement of Methods and Procedures Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

C. Management Synopsis

Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and term of work.

D. Structure and Content of Work Product

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented upon completion. Include any computer/software compatibility information. Firms may elect to include in the section any innovative methods or concepts that might be beneficial to the City of Villa Rica as long as the minimum requirements set out in this RFP are met.

E. Work Schedule

Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.

F. References

Include the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

G. Cost of Services

Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimate because Consultant is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions, the data from which can be shared rather than independently gathered.

H. Final Product

Provide a statement that the proposer agrees to:

- a. Deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the City Manager
- b. Provide the final report, tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium (flash drive); and
- c. Appear at a scheduled Council meeting to discuss the recommendations and final report.

I. Additional Services (Optional)

Provide any other related and recommended products or service not specified in the RFP which may be considered essential or beneficial by the firm. These services should be priced separately from "G" above and shown here.

J. Other

The complete (all pages) Request for Proposal documents with any addenda acknowledgements filled out, initialed, and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

The classification and compensation system to be recommended as responses to this RFP must adhere to the following basic elements and characteristics: (a) the system must meet all legal requirements, (b) be totally nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements (e.g., ADA, FLSA, EEO, etc.).

1. The system must be easy for management to administer, maintain, and defend.
2. The system must easily accommodate organizational changes and growth.
3. The system should be based on sound compensation principles in which internal and external equity are considered within the pay structure, as well as, the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
4. The system should provide for new positions to be incorporated into the compensation plan, as well as, regular adjustments to maintain the plan's competitiveness.
5. The system should be compatible with current City of Villa Rica payroll programs/software.
6. The City requests that all information submitted by the successful consulting firm be in electronic format (Word, Excel) on CD, flash drive, and in hard copy. The City further requests the complete use of the material developed for the ability to update or change it as needed. All work provided by the consultant under contract with the City of Villa Rica shall belong exclusively to the City.

Cost Proposal

This request for information does not, under any circumstance, commit the City to pay any costs incurred by any proposer in the submission of qualifications. The proposer is responsible for all costs associated with response to this request.

General Information the City's website is www.villarica.org. The City of Villa Rica's current budget can be found on the City's website.

Addenda

It is the proposer's responsibility to check the website for any addenda. Go to [www. www.villarica.org](http://www.villarica.org).

Criteria and Selection

After city staff has reviewed the proposals, final selection will be determined. The successful contractor will be required to enter into an agreement for professional services with the City of Villa Rica.

All proposals must be delivered to the City no later than 3:00 p.m. local time on Wednesday, March 28, 2018. Proposals must be delivered to the City of Villa Rica, Attn.: Stephanie Rooks, 571 West Bankhead Highway, Villa Rica GA 30180. Proposers will be responsible for delivery of their proposals to the City before the deadline. Any proposal received after the deadline will not be considered.

The City of Villa Rica reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

The evaluation of proposals will be done by City personnel who will then forward a recommendation to the City Council for consideration. Fee proposals, which are to be submitted with the qualification proposal will also be taken into consideration. The duration of this consultant agreement has not been determined. The City of Villa Rica does not discriminate on the basis of race, creed, color, ethnicity, national origin, sex, age or marital status.

Appendix A: *Detailed Resumes*



Dr. Jeffrey Ling, CCP

Project Principal

Evergreen Solutions, LLC

Dr. Ling's experience includes human resources, strategic planning, research methodology, and change management. He has taught courses addressing human resources, research methodology, statistical analysis, and political economy at various universities. Similarly, he has planned, organized, and managed studies on human resources assessment, and government efficiency. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations.

Education / Certifications

Ph.D., Political Science, Florida State University, 1996

M.S., Political Science, Florida State University, 1993

B.A., Political Science, University of Tampa, 1990

Certified Compensation Professional (CCP), 2016

Professional and Business History

Evergreen Solutions, LLC, Executive Vice President, August 2005 – present

MGT of America, Inc., Partner, May 2004–July 2005; Principal, September 2000–April 2004; Senior Associate, November 1999–September 2000; Senior Consultant, April 1999–November 1999; Consultant, 1998–1999; Senior Analyst, May 1998–November 1998

The College of Wooster, Assistant Professor, 1997–1998

Iowa State University, Visiting Scholar, 1995–1997

Florida State University, Research Assistant, 1992–1995

Stinger Systems, Market Analyst, 1990–1992

Selected Relevant Project Experience

Local Government and Public Sector Experience in Georgia (Outside of Georgia, he has directed over 300 similar studies)

Project Director of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Director of a Compensation and Classification Study and Analysis for the City of Dublin, Georgia

Project Director of a Wages and Salaries Compensation Study for the City of Stockbridge, Georgia

Project Director of a Pay and Classification Study for the City of Fayetteville, Georgia

Project Director of a Staffing Study for the City of Fayetteville, Georgia

Project Principal of a Comprehensive Classification and Compensation Study for the City of Garden City, Georgia

Project Principal of a Compensation Plan Update for the City of Garden City, Georgia

Project Principal of a Pay and Classification Study for the City of Chamblee, Georgia

Project Principal of a Compensation Analysis for the City of Alpharetta, Georgia

Project Principal of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Principal of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Principal of a Compensation Study for the City of Statesboro, Georgia

Project Principal of a Salary and Benefits Survey for the City of Roswell, Georgia

Project Principal of a Classification and Compensation Study for the City of Kingsland, Georgia

Project Principal of a Compensation and Benefits Study and Analysis for the City of Dahlonega, Georgia

Project Principal of a Comprehensive Compensation and Classification Study for the City of Tybee Island, Georgia

Project Principal of a Compensation and Classification Study for the City of Brookhaven, Georgia

Project Director of a Classification and Compensation Study for Lumpkin County, Georgia

Project Principal of a Compensation and Benefits Survey for Forsyth County, Georgia

Project Principal of a Classification and Compensation Study and Analysis for Douglas County, Georgia

Project Director of a Compensation and Benefits Study for Cherokee County, Georgia

Project Principal for a Compensation and Classification Study for Douglas County School System, Georgia

Project Principal of a Compensation and Classification Study for Atlanta Public Schools, Georgia

Project Principal of a Superintendent Salary Review for Atlanta Public Schools, Georgia

Project Principal of a Salary Study for Atlanta Metropolitan College, Georgia

Project Principal of a Compensation and Classification Study for Sumter County Schools, Georgia

Presentations

American Political Science Association
International Personnel Management Association
Florida State Personnel Association
Florida Professional Association for Human Resources
Florida Public Human Resources Association, Inc
National Association of State Personnel Executives
Florida Government Technology Conference
Florida Government Information Services Association
Georgia Board of Health Conference
National Association of Workforce Boards
Kansas Public Personnel Conference
Texas County Leadership Institute
Workforce Planning for the 21st Century

Ms. Nancy B. Berkley

Project Director

Evergreen Solutions, LLC

Ms. Berkley has 30 years HR experience demonstrating knowledge of multiple human resources (HR) disciplines including, recruiting and staffing, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.

Education

Bachelor's Degree in Psychology, Florida State University

Certifications / Memberships

SPHR (1997 - 2012); Member, Society of Human Resources Management

Professional and Business History

Manager, Evergreen Solutions, Tallahassee, FL, January 2013 to Present

Project Director of a Compensation Analysis for the City of Alpharetta, Georgia

Project Director of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Director of a Compensation and Classification Study and Analysis for the City of Dublin, Georgia

Project Director of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Director of a Pay and Classification Study for the City of Fayetteville, Georgia

Project Director of a Compensation and Classification Study for the City of Brookhaven, Georgia

Project Director of a Wages and Salaries Compensation Study for the City of Stockbridge, Georgia

Assistant Project Director of a Compensation Study for the City of Statesboro, Georgia

Project Director of a Comprehensive Compensation and Classification Study for the City of Tybee Island, Georgia

Project Director of a Comprehensive Classification and Compensation Study for the City of Garden City, Georgia

Project Director of a Salary and Benefits Survey for the City of Roswell, Georgia

Project Director of a Compensation and Benefits Study for Cherokee County, Georgia

Project Director of a Compensation and Benefits Study and Analysis for the City of Dahlonega, Georgia

Project Director of a Pay and Classification Study for the City of Chamblee, Georgia

Project Director of a Classification and Compensation Study and Analysis for Douglas County, Georgia

Project Director of a Job Description/Classification Study and Analysis for Douglasville-Douglas County Water and Sewer Authority, Georgia

Project Director of a Compensation and Benefits Survey for Forsyth County, Georgia

Project Director of a Classification and Compensation Study for Lumpkin County, Georgia

Assistant Project Director of a Salary Equity Study for Guilford County, North Carolina

Project Director of a Position Classification and Compensation Study for Gaston County, North Carolina

Project Director of a Compensation and Classification Study for Union County, North Carolina

Project Consultant of a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, North Carolina

Project Consultant of a Classified Employment Study for Chapel Hill-Carrboro City Schools, North Carolina

Project Director of a Classification and Compensation Study for Berkeley County, South Carolina

Project Director of a Pay and Classification Study for the Town of Moncks Corner, South Carolina

Project Director of a Classification and Compensation Study for the Town of Hilton Head Island, South Carolina

Project Director of a Classification and Compensation Study for the City of Goose Creek, South Carolina

Project Director of a Comprehensive Classification, Compensation, Performance Management, and Benefits Study for the City of Columbia, South Carolina

Project Director of a Classification and Compensation Study for the Richland Library, South Carolina

Project Director of an Employee Evaluation System for the North Charleston Sewer District, South Carolina

Project Director of a Classification and Compensation Plan Review for the City of Annapolis, Maryland

Project Director of Classification and Compensation Study Services for the City of Westminster, Maryland

Project Director of a Wages and Salary Scale Study for Washington County, Maryland

Assistant Project Director of a Pay Compression Study for Allegany College of Maryland

Project Consultant of a Job Classification and Compensation Study for Chesapeake College, Maryland

Assistant Project Director of a Job Classification and Compensation Review for Morgan State University, Maryland

Project Director of a Pay and Classification Study for the City of Williamsburg, Virginia

Project Director of a Pay and Classification Study for the Isle of Wight County, Virginia

Project Director of a Compensation Study for King George County, Virginia

Project Consultant of a Classification and Compensation Study for Gloucester County, Virginia

Project Director of a Classification and Compensation Study for Essex County, Virginia

Project Consultant of a Compensation and Classification Study for Montgomery County, Virginia

Project Director of a Classification and Compensation Study for Alleghany County and the City of Covington, Virginia

Project Director of a Pay and Classification Study for the District 19 Community Services Board, Virginia

Project Consultant of a Salary Scale Study for Loudoun County Public Schools, Virginia

Project Consultant of a Compensation Study for the York County School Division, Virginia

Project Consultant of a Classification and Compensation Study for Culpeper County Public Schools, Virginia

Project Consultant of a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council

Project Consultant of a Performance Management Review for Morehead State University, Kentucky

Project Consultant of a Classification and Compensation Study for Sedgwick County, Kansas

Project Director of a Classification and Compensation Study for Jefferson County, Missouri

Project Director of a Compensation and Classification Study for the Central Ohio Transit Authority

Project Director of a Compensation Update for the Central Ohio Transit Authority

Project Consultant of a Comprehensive Non-Union Pay and Classification Study for the City of Evanston, Illinois

Project Director of a Classification and Compensation Study for Blount County, Tennessee

Assistant Project Director of a Compensation and Classification Study for Tuscaloosa City Schools, Alabama

Project Consultant of a Comprehensive Compensation, Classification, and Organizational Design and Structure Study for Portland Public Schools, Maine

Project Consultant of a Compensation and Classification Study for the Liberty Public School District No. 53, Missouri

Assistant Project Director of a Classification and Compensation Study for the Town of Little Elm, Texas

Project Director of a Comprehensive Compensation and Classification Study for the City of Farmers Branch, Texas

Project Director of a Comprehensive Compensation and Benefits Study for the City of Rowlett, Texas

Project Director of a Human Resources Department Assessment for the City of Buda, Texas

Project Director of a Classification and Compensation Study for the City of Pflugerville, Texas

Project Consultant of a Classification and Compensation Study for the Lone Star College System, Texas

Project Director of a Job Classification and Compensation Study for El Paso Community College District, Texas

Project Consultant of a Compensation Study for South Texas College

Project Consultant of a Non-Faculty Compensation Review for Austin Community College, Texas

Project Consultant of Classification and Compensation Advisory Services for Maricopa County Community College District, Arizona

Project Director of a Classification Study and a Compensation Survey for the City of Page, Arizona

Project Director of a Position and Compensation Study for the Florida Keys Aqueduct Authority

Project Director of a Pay and Classification Study for the Florida Keys Aqueduct Authority

Project Director of a Compensation and Job Grading Analysis for the Jacksonville Aviation Authority, Florida

Project Consultant of a Salary Survey for the City of Dania Beach, Florida

Project Director of a Classification and Compensation Study for the City of Destin, Florida

Project Director of a Classification and Compensation Study for the City of Delray Beach, Florida

Project Director of a Classification, Compensation, and Benefits Study for the Town of Jupiter, Florida

Project Director of a Compensation and Classification Study for the City of North Port, Florida

Project Director of a Classification and Compensation Study for the Town of Cutler Bay, Florida

Assistant Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City, Florida

Project Director of Compensation Consulting Services for the Town of Longboat Key, Florida

Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City Beach, Florida

Project Director of a Compensation Plan Update for the City of Panama City Beach, Florida

Project Director of a Salary Plan Update for the Flagler County Sheriff's Office, Florida

Project Director of a Classification and Compensation Study for Pasco County Sheriff's Office, Florida

Project Director of a Pay and Classification Study for the City of Fort Walton Beach, Florida

Project Director of a Compensation Study for Lake County, Florida

Project Consultant for the Collection and Analysis of Market Data for the Confidential Office Personnel Association, Florida

Project Director of a Compensation Update and Performance Evaluation Study for Lake County, Florida

Assistant Project Director of a Compensation and Classification Study for Miami Shores Village, Florida

Project Consultant for Compensation Consulting Services for the State College of FL – Sarasota-Manatee

Assistant Project Director of a Pay Plan Market Value Study for the Florida Board of Bar Examiners

Project Director of FLSA Audits for the Southwest Florida Water Management District

Project Director of FLSA Audits and Salary Survey for the South Florida Water Management District

Project Consultant of Human Resources Consulting Services for the Orange County Library System, Florida

Project Director of a Pay and Classification Study for Martin County, Florida

Project Director of a Compensation and Classification Study for
Highlands County, Florida

Project Consultant of a Compensation Study for the Village of North
Palm Beach, Florida

Assistant Project Director of a Compensation Study for the City of
Hollywood, Florida

Project Director of the Development of a Step Pay Plan for the Flagler
County Sheriff's Office, Florida

Project Director of Job Audits for the City of Gainesville, Florida

Project Director of Compensation and Classification Study for
Alachua County, Florida

Project Consultant of Compensation and Classification Study
Services for Monroe County, Florida

**HR Director, Children's Home Society of Florida, Tallahassee, FL,
June 2010-February 2012**

Directed all human resources field operations for a region in Florida while ensuring efficient delivery of human resources support to include new hire orientation, staffing, workforce management, performance management, associate relations, supervisory training, and executive coaching. Built strong relationships with executive leaders and local management to provide superior, business specific human resources support. Investigated complex employee relation issues and recommended positive resolutions, followed by zero employee actions taken outside the agency.

**Consultant & Healthcare Advocate, Health First Aging Institute,
Merritt Island, FL, February 2009-May 2010**

Developed strategy for corporate effort to increase resources for employee and community caregivers of the elderly; based on feedback from facilitated caregiver focus groups. Served as an advocate, managing health, financial, and legal matters on specific case-by-case basis for adults suffering from dementia. (Provided in-home, 24/7 care for elderly parents during this period.)

**District HR Manager, The Home Depot, Lake Wales, FL, February
2007-Aug 2008**

Managed, administered, and provided day-to-day human resources services for a store. Influenced positive associate relations in a store that was experiencing low morale and numerous employee issues. Actively led strategies and modeled behavior to create an environment that rewarded and recognized individual and team success. Promoted to district manager for associate relations supporting eight-store district. Facilitated fair and consistent resolution of employee concerns across the district. Coached store

leaders on effective staff management, motivation, and retention, and designed a district-wide process to improve associate attendance and engagement.

Diversity Program Manager/Senior HR Business Partner, Rockwell Collins, Cedar Rapids, IA, Oct 2005-February 2007

Strategically partnered with engineering business leaders in providing advice and guidance on HR policies, administration, organization design, change management, and team development. Trusted to design specific approach to increase teamwork in high tech leader group. Selected as corporate Diversity Program Manager to plan diversity program strategy and educate management on Equal Employment Opportunity (EEO) and Affirmative Action Plan (AAP) plans, programs, and areas for improvement. Successfully developed EEO training program for leaders across the company.

HR Senior Manager/Employee Involvement Program Manager, The Boeing Company, Kennedy Space Center, FL, July 1996-September 2005

Directed post-acquisition integration of human resources activities following McDonnell Douglas merger with Boeing. Selected to integrate six organization's human resources staff, policies, processes and practices. Recognized by senior leaders for forward thinking, flexible, integrated approach to developing teams of generalists and specialists responsible for staffing, on boarding, development, performance management, succession planning, and total compensation. Selected to utilize broadly defined employee involvement strategies to construct viable, business specific approach for Boeing employees at the Kennedy Space Center (~3000 employees.) Recognized by site leaders for facilitating a cultural shift to team-based program environment. Consulted with Boeing Leadership Center as a member of the corporate learning council. Managed various human resources and learning budgets of approximately \$1M+.

HR Senior Manager, McDonnell Douglas Corporation, Kennedy Space Center, FL, December 1980-July 1996

Progressed through increasingly responsible positions as human resources expert and business partner supporting business goals while managing teams, programs, and human resources information systems (HRIS.) Designed, implemented, and monitored the company's first job posting program. Procured and administered an applicant tracking system, and gained autonomous HRIS capability for unique business needs. Designed monitoring system for Affirmative Action Program (AAP) goal efforts. Created recruitment strategies that increased representation of women and minorities.

**Key
Achievements,
Responsibilities**

- Designed and implemented a shared service, centralized virtual staffing organization for statewide agency, increasing efficiency of staffing function for hiring managers.

-
- Analyzed and responded to employee relation trends; positively influenced work environments reducing employee complaints by ~90 percent.
 - Consulted with senior leaders and successfully led project teams to develop new policies, programs and tools; including total revision and communication of a company's HR policies and practices to be in accordance with state and federal laws.
 - Created HR metrics reviews utilizing business goals and human resources information systems data; set improvement goals and developed action plans for unique business requirements.
 - Designed succession and development plans for high tech engineering leaders, and multi-level business units; compiling all data for senior executive delivery and review.
 - Developed and implemented Employee Involvement (EI) (Engagement) strategy; measured its success, and applied EI tools with Lean manufacturing processes to facilitate objective results.
 - Conceptualized and implemented complex workforce reduction plans; then redeployed ~50 percent of the affected employees.
 - Integrated three training groups into one cohesive team; concept was replicated in other business units.
 - Participated on Boeing company-wide learning council; provided unique perspective of a location site with multiple operating business units with different or competing needs.
 - Represented companies in state and federal agency reviews, e.g. Office of Federal Contract Compliance Program (OFCCP) reviews, Equal Employment Opportunity Commission (EEOC) charges, workers compensation charges, and unemployment compensation claims.
 - Participated on company labor negotiations teams and interpreted and implemented contract language for work performed on service contracts.

Mr. Lee Bouchelle

Project Consultant

Evergreen Solutions, LLC

Education

Master's Degree, Resource Economics, University of Florida, 1989 – 1992

- 1992 Dr. Frederick J. Prochaska Outstanding Masters Thesis Award for "An economic analysis of harvest restrictions in the North Atlantic swordfish fishery"
- Aylesworth Scholarship

Bachelor of Arts, Political Science/International Relations, University of Florida, 1986 - 1988 (Minor in Business)

Professional and Business History

Evergreen Solutions, LLC, Consultant, May 2016 - Present

Project Consultant of a Compensation and Benefits Study for Forsyth County, Georgia

Project Consultant of a Classification and Compensation Study and Analysis for Douglas County, Georgia

Project Consultant of a Classification and Compensation Study for Lumpkin County, Georgia

Project Consultant of a Pay and Classification Study for the City of Chamblee, Georgia

Project Consultant of a Compensation Plan Update for the City of Garden City, Georgia

Project Consultant of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Consultant of a Classification and Compensation Study for the City of Delray Beach, Florida

Project Consultant of a Compensation and Classification Study for Alachua County, Florida

Project Consultant of a Classification and Compensation Study for the City of Holly Hill, Florida

Project Consultant of a Compensation and Classification Study for the City of North Port, Florida

Project Consultant of a Classification and Compensation Study for the City of High Springs, Florida

Project Consultant of a Job Classification and Compensation Study for the City of Sunrise, Florida

Project Consultant of a Job Classification and Compensation Study for the City of Melbourne, Florida

Project Consultant of a Classification and Compensation Study for the City of Dania Beach, Florida

Project Consultant of a Job Classification and Pay Study for Flagler County, Florida

Project Consultant of a Pay and Classification Study for the Lake County Sheriff's Office, Florida

Project Consultant of a Classification and Compensation Study for the Pasco County Sheriff's Office, Florida

Project Consultant of a Compensation and Job Grading Analysis for the Jacksonville Aviation Authority, Florida

Project Consultant of FLSA Audits for the Southwest Florida Water Management District

Project Consultant of a Classification and Compensation Study for the City of Destin, Florida

Project Consultant of Compensation Consulting Services for the Town of Longboat Key, Florida

Project Consultant of an Employee Classification and Compensation Study for Blount County, Tennessee

Project Consultant of a Classification and Compensation Plan Review for the City of Annapolis, Maryland

Project Consultant of a Wages and Salary Scale Study for Washington County, Maryland

Project Consultant of a Position Classification and Compensation Study for Gaston County, North Carolina

Project Consultant of a Pay and Classification for the City of Williamsburg, Virginia

Project Consultant of a Classification and Compensation Study for the City of Fredericksburg, Virginia

Project Consultant of a Compensation Study for King George County, Virginia

Project Consultant of a Pay and Classification Study for the District 19
Community Services Board, Virginia

Project Consultant of a Classification and Compensation Study for
Alleghany County and the City of Covington, Virginia

Project Consultant of a Classification and Compensation Study for
Berkeley County, South Carolina

Project Consultant of a Classification and Compensation Study for
Dorchester County, South Carolina

Project Consultant of a Pay and Classification Study for the Town of
Moncks Corner, South Carolina

Project Consultant of a Salary Comparability Study for the Housing
Authority of Florence, South Carolina

Project Consultant of a Compensation Update for the Central Ohio Transit
Authority

Project Consultant of a Salary Comparability Study for the Springfield
Housing Authority, Illinois

Project Consultant of a Classification and Compensation Study for
Jefferson County, Missouri

Project Consultant of a Compensation and Classification Study for Clay
County, Missouri

Project Consultant of a Human Resources Department Assessment for the
City of Buda, Texas

Project Consultant of a Comprehensive Compensation and Classification
Study for the City of Farmers Branch, Texas

Project Consultant a Classification and Compensation Study for the City of
Athens, Texas

Project Consultant of a Classification Study and a Compensation Survey for
the City of Page, Arizona

Consultant, ERS Group, Tallahassee, FL, April 2011 – 2015

Participated in the development of large and complex economic and
statistical research projects which analyze the effects of various business
practices or economic programs.

**Research Associate II, ERS Group, Tallahassee, FL, December 2005 –
April 2011**

Collected, compiled, analyzed and interpreted data from different
sources, assists in analyzing and summarizing employment data,

maintains and updates data project files, and assisted in the preparation of research reports.

Senior Research Consultant, Ben Johnson Associates, Inc. Tallahassee, FL, 1995 – December 2005

Assisted with the preparation and review of expert testimony, economic cost studies, rate cases, and financial analyses in various regulated utility proceedings throughout the country. Primary Excel developer of the Telecom Economic Cost Model that was submitted to the FCC and in numerous state local exchange cost dockets. Conducted Separations studies for small rural telephone companies in Arizona and Idaho and Productivity studies of the Telecommunications industry.

Prepared discovery requests and responses and provided cross-examination assistance to clients. Designed and managed a MYSQL database and prepared SQL queries for data-driven websites.

Economic Consultant, Resource Economics Consultants, Inc., Gainesville, FL, 1993 - 1995

- Analyzed a variety of different economic issues, including contingent valuations and econometric analysis for the Indian River Lagoon National Estuary Program (funded by the SJRWMD) in which I used an innovative modeling approach to assess fisheries impacts of water quality deterioration; and analyzed economic impacts associated with water quality programs in the Lake Okeechobee watershed for the South Florida Water Management District (SFWMD). Also analyzed the economic impacts of SFWMD water supply restrictions on municipal public utilities.

Software Skills

SAS (Certified Base Programmer) , Excel (Expert user), Access, MYSQL, MS Office

Eric C. McMillan

Project Consultant

Evergreen Solutions, LLC

Education

B.S in Accounting and Marketing, Florida State University, 2016

Professional and Business History

Evergreen Solutions, LLC, Analyst, June 2017 to Present; Data Analyst, April 2016 – June 2017.

Project Consultant of a Pay and Classification Study for the City of Chamblee, Georgia

Project Consultant of a Comprehensive Classification and Compensation Study for the City of Garden City, Georgia

Project Consultant of a Wages and Salaries Compensation Study for the City of Stockbridge, Georgia

Project Consultant of a Compensation and Classification Study and Analysis for the City of Dublin, Georgia

Project Consultant of a Pay and Classification Study for the City of Fayetteville, Georgia

Project Consultant of a Classification and Compensation Study for Lumpkin County, Georgia

Project Consultant of a Classification and Compensation Study and Analysis for Douglas County, Georgia

Project Consultant of a Compensation and Benefits Study for Cherokee County, Georgia

Project Consultant of a Job Description/Classification Study and Analysis for Douglasville-Douglas County Water and Sewer Authority, Georgia

Project Consultant of a Classification and Compensation Study for Alleghany County and the City of Covington, Virginia

Project Consultant of a Pay and Classification Study for the District 19 Community Services Board, Virginia

Project Consultant of a Pay and Classification Study for the City of Williamsburg, Virginia

Project Consultant of a Classification and Compensation Study for the City of Fredericksburg, Virginia

Project Consultant of a Compensation Study for King George County, Virginia

Project Consultant of a Classification and Compensation Plan Review for the City of Annapolis, Maryland

Project Consultant of a Wages and Salary Scale Study for Washington County, Maryland

Project Consultant of a Position Classification and Compensation Study for Gaston County, North Carolina

Project Consultant of a Compensation and Classification Study for Union County, North Carolina

Project Consultant of a Pay and Classification Study for the Town of Moncks Corner, South Carolina

Project Consultant of a Classification and Compensation Study for the City of Goose Creek, South Carolina

Project Consultant of a Classification and Compensation Study for Berkeley County, South Carolina

Project Consultant of a Classification and Compensation Study for Blount County, Tennessee

Project Consultant of a Compensation and Job Grading Analysis for the Jacksonville Aviation Authority, Florida

Project Consultant of a Compensation Plan Update for the City of Panama City Beach, Florida

Project Consultant of a Classification and Compensation Study for the City of Delray Beach, Florida

Project Consultant of Compensation Consulting Services for the Town of Longboat Key, Florida

Project Consultant of a Compensation and Classification Study for the City of North Port, Florida

Project Consultant of a Classification and Compensation Study for Pasco County Sheriff's Office, Florida

Project Consultant of a Compensation Plan Update and Performance Evaluation Study for Lake County, Florida

Project Consultant of FLSA Audits for the Southwest Florida Water Management District

Project Consultant of a Human Resources Department Assessment for the City of Buda, Texas

Project Consultant of a Comprehensive Compensation and Classification Study for the City of Farmers Branch, Texas

Project Consultant of a Classification Study and a Compensation Survey for the City of Page, Arizona

Project Consultant of a Classification and Compensation Study for Jefferson County, Missouri

Mark Carr CPA 's & Associates, Accountant, February 2015 - May 2016

- Completed over 50 individual/business income tax returns
- Performed bookkeeping/bank reconciliations monthly using QuickBooks
- Prepared financial statements such as Income Statements and Balance Sheets
- Completed Payroll, 940s, 941s, and Form RT-6 reports using CFS software

Florida State University, Systems Representative, Financial Aid Office, May 2014 - Present

- Fix software, hardware, and networking issues with all PC's/printers
- Report network issues including, access port, wireless network, etc.
- Create and design Excel workbook projects for budget purposes during financial aid fiscal years

Wal-Mart, Tallahassee, FL, Deli Associate, March 2014-March 2015

- Managed inventory counts as well as restocking products
- Performed cost inventory at the end of every month

Aramark, Tallahassee, FL, Cashier, September 2011 - May 2012

- Counted drawers at the end of every game as well as calculated debit/credit transactions and handled money efficiently
- Effectively totaled sales/costs and calculated net profit after each game

Professional Skills Profile

- Coursework in Financial Management
- Effective Communication Abilities
- Experienced with Computer Software/Networking
- Budget Proposal Experience
- Proficient with QuickBooks
- Cost Inventory Experience

Affiliations

- Member, Minority Business Society, Florida State University
May 2013 - Present
- Member, National Association Black Accountants, Florida
State University July 2013 - Present

Appendix B:
Sample Final Report



Pay and Classification Study for the City of Chamblee, GA

FINAL REPORT



Evergreen Solutions, LLC

November 14, 2017

Table of Contents

	PAGE
1.0 INTRODUCTION.....	1-1
1.1 Study Methodology.....	1-2
1.2 Report Organization.....	1-3
2.0 SUMMARY OF EMPLOYEE OUTREACH	2-1
2.1 General Feedback	2-1
2.2 Compensation.....	2-2
2.3 Classification.....	2-2
2.4 Market Peers	2-2
2.5 Benefits	2-3
2.6 Performance Evaluation.....	2-3
2.7 Summary	2-4
3.0 ASSESSMENT OF CURRENT CONDITIONS.....	3-1
3.1 Pay Plan Analysis	3-1
3.2 Employee Salary Placement by Grade	3-2
3.3 Salary Quartile Analysis.....	3-4
3.4 Employees by Department.....	3-6
3.5 Summary	3-7
4.0 MARKET SUMMARY.....	4-1
4.1 Public Sector Salary Survey Results.....	4-1
4.2 Private Sector Market Data	4-5
4.3 Salary Survey Summary	4-6
4.4 Benefits Survey Results	4-6
4.5 Benefits Summary	4-19
4.6 Market Summary.....	4-19
5.0 RECOMMENDATIONS.....	5-1
5.1 Classification System	5-1
5.2 Compensation System	5-3
5.3 System Administration	5-7
5.4 Summary	5-9



Chapter 1 - Introduction

Evergreen Solutions conducted a Pay and Classification Study for the City of Chamblee, GA (City), beginning in March 2017. The purpose of the study was to analyze its compensation and classification system and make recommendations to improve the City's competitive position in the market. The study activities involved analyzing the internal and external equity of the City's system and making recommendations in response to those findings. Study tasks involved:

- leading orientation and focus group sessions for employees and conducting interviews with department heads;
- evaluating the City's current salary structure to determine its strengths and weaknesses;
- collecting classification information through the Job Assessment Tool (JAT) to analyze the internal equity of the City's classifications;
- developing recommendations for improvements to classification titles and the creation of new titles as appropriate;
- facilitating discussions with the study team to develop an understanding of the City's compensation philosophy;
- conducting market salary and benefits surveys to assess the market competitiveness of the City's current pay plan and to determine common benefits offered by peer organizations;
- developing a competitive compensation structure and slotting classifications into that structure while ensuring internal and external equity;
- developing an appropriate method for transitioning employees' salaries into the new structure and calculating a cost estimate for implementation;
- providing the City with information and strategies regarding compensation and classification administration;
- providing recommendations for the revision of job descriptions to reflect recommended classification changes, employee responses to the JAT, and Fair Labor Standards Act (FLSA) status recommendations; and



- developing and submitting a study report that summarizes the study findings and recommendations.

1.1 STUDY METHODOLOGY

Evergreen Solutions used a combination of quantitative and qualitative methods to develop recommendations to improve the City's competitive position for its classification and compensation system. Study activities included the following:

Kick-off Meeting

The kick-off meeting allowed members of the study team from the City and Evergreen Solutions to discuss different aspects of the study. During the meeting, information about the City's compensation and classification structure and pay philosophies was shared and the work plan for the study was finalized. The meeting also provided an opportunity for Evergreen Solutions to explain the types of data needed to begin the study.

Employee Outreach

Employee outreach consisted of orientation sessions, focus group meetings and interviews with senior leaders. The orientation sessions provided an opportunity for employees and supervisors to learn more information about the purpose of the study and receive specific information related to their participation in the study process. The focus group meetings and department head interviews allowed City employees, supervisors, and senior management to identify practices that were working well and to suggest areas of opportunities for improvement regarding the compensation and classification system. The feedback received during these sessions is summarized in **Chapter 2** of this report.

Classification Analysis

To perform an analysis of the City's classification system, all employees were asked to complete a JAT in which they had the opportunity to describe the work they performed in their own words. Supervisors were then asked to review their employees' JATs and provide additional information as needed about the position. The information provided in the completed JATs was utilized in the classification analysis in two ways. First, the work described was reviewed to ensure that classification titles were appropriate. Second, the JATs were evaluated to quantify, by a scoring method, each classification's relative value within the organization. Each classification's score was based on employee and supervisor responses to the JAT, and the scores allowed for a comparison of classifications across the City.

Analysis of Current Conditions

This analysis provided an overall assessment of the City's current pay structure (plan) and related employee data at the time the study. The current pay plan, the progression of employees' salaries through the pay grades, and the distribution of employees among the



City's departments were all examined during this process. The findings of this analysis are summarized in **Chapter 3** of this report.

Compensation Philosophy

Evergreen Solutions conducted meetings with the City's study team to develop an understanding of its position with regard to employee compensation. Several key factors were examined and provided the framework for the recommended classification and compensation system and related pay practices.

Salary and Benefits Surveys

For the salary survey, peers were identified that compete with the City for human resources and provide similar services. Classifications were selected as benchmarks representing a cross-section of the departments and levels of work at the City. After the selection of peers and benchmarks, a survey tool was developed for the collection of salary range data for each benchmark. A survey tool was also developed to collect detailed data about the core and fringe benefits offered by the peer organizations. The salary and benefits data collected during these surveys were analyzed, and a summary of the data can be found in **Chapter 4** of this report.

Recommendations

During the review of the compensation philosophy, the City identified its desired market position as an organization. Using this information and the analysis of both internal and external equity, a revised classification and compensation structure was created. Next, implementation options were developed to transition employees' salaries into the new pay plan, and the associated costs of adjusting employees' salaries were estimated. The most appropriate method was selected and presented in this report. Information was also provided on how to execute the recommended salary adjustments, as well as how to maintain the recommended classification and compensation system going forward. A summary of all study findings and recommendations can be found in **Chapter 5** of this report.

1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Summary of Employee Outreach
- Chapter 3 – Assessment of Current Conditions
- Chapter 4 – Market Summary
- Chapter 5 – Recommendations



Chapter 2 - Summary of Employee Outreach

Following the study kick-off, an Evergreen Solutions consultant visited the City in April 2017 to conduct employee outreach. This process consisted of facilitating orientation and focus group meetings with employees and supervisors as well as conducting interviews with department heads. During the orientation sessions, the Evergreen Solutions consultant provided information to participants about the goals of the study and their role in the study process. During the focus group meetings and department head interviews, questions were asked that were designed to gather feedback on several topics related to the study.

Participant responses provided the study team with valuable information regarding the employees' and leaders' perceptions of the current compensation and classification system. The employee outreach sessions were well attended and participants actively engaged and provided feedback to the Evergreen Solutions team. Summarized below are their comments and perceptions related to the topic areas.

2.1 GENERAL FEEDBACK

Overall, employees stated that they enjoyed working for the City and that the positive relationships they had with their co-workers were a factor that made the City a pleasant working environment. While participants suggested potential areas for improvement to the existing compensation and classification system, their positive comments and perceptions in this regard included that:

- they enjoyed the good working environment and family like atmosphere;
- good employee benefits; and
- that there were opportunities for career growth and advancement providing a sense of stability to employees.

While most of the comments received during outreach were positive, there was a perception in general that employees had not received pay increases that reflect current market conditions. While Evergreen Solutions receives this input frequently while conducting these types of studies, this belief was expressed by employees in most of the outreach sessions and was a predominant theme.



2.2 COMPENSATION

Focus group participants contributed the following related to the compensation structure and associated pay practices:

- that existing salary ranges were below the City's peers;
- some supervisors would like more flexibility with starting pay for new hires;
- that the job tasks, duties, and responsibilities had increased over time without their receipt of corresponding increases in compensation; and
- employees would like to be paid for additional certifications, skills and for working different shifts.

2.3 CLASSIFICATION

The following were concerns and suggestions specific to the classification system:

- there should be more classification levels in some departments;
- that the job descriptions were too broad and they would like to have job descriptions that reflect the current work performed; and
- some employees expressed that there needs to be additional classifications (levels) added to their departments.

2.4 MARKET PEERS

Outreach participants were asked to name organizations they considered to be market peers competing for employees performing similar work. The most common responses are listed below and were considered when developing the list of peers for the salary survey:

- Acworth, GA;
- Alpharetta, GA;
- Brookhaven, GA;
- Decatur, GA;
- Doraville, GA;
- Duluth, GA;
- Dunwoody, GA;
- East Point, GA;
- Fayetteville, GA;
- John's Creek, GA;
- Marietta, GA;
- Milton, GA;



- Norcross, GA;
- Roswell, GA;
- Sandy Springs, GA;
- Smyrna, GA;
- Suwanee, GA;
- Cobb County, GA;
- DeKalb County, GA;
- Gwinnett County, GA; and
- MARTA.

2.5 BENEFITS

Evergreen Solutions was asked to conduct a benefits survey as a component of this study. The team asked employees, supervisors, and department heads for feedback regarding the current benefits package. Some of the positive feedback received included that:

- employees thought the City had good health insurance plans;
- the City's number and observance of holidays was very competitive with peers; and
- employees appreciated the City's retirement plans.

Areas of concern or improvement were:

- some of the managers would like the City to consider moving to Paid Time Off (PTO) instead of sick and vacation leave;
- employees would like to have bereavement leave provided;
- employees would like health insurance to be provided to the retirement plans; and
- some supervisors expressed that they would like a cell phone allowance and the Police would like take home cars.

2.6 PERFORMANCE EVALUATION

Evergreen Solutions was not asked to review or make recommendations to the City's performance evaluation system. However, the team asked outreach participants for general input in this area which is summarized below:

- some employees expressed that the evaluation form needs to be simplified and better ways introduced to measure performance;
- employees also conveyed that they would like the merit based increases be applied more consistently;



- a number of employees stated that process has little value as the results do not seem to be linked to salary increases; and
- many employees stated they wanted to have an evaluation form that reflected work performed specific to their department rather than the generic form that was not believed to be appropriate.

2.7 SUMMARY

The concerns expressed and reported above are common and exist in many organizations today. The City's commitment to seeking employee input and feedback regarding the compensation and classification system is a positive step toward improvement in these areas. Overall, employees appreciated working with their co-workers and the opportunity to serve the citizens of and visitors to Chamblee, GA. Employees valued the current benefits, but also included this as an area in which improvements could be made.

The information received during this employee outreach provided a foundation for understanding the current environment while conducting the remainder of the study. The feedback aided Evergreen Solutions in the consideration and development of the recommendations that are provided in **Chapter 5** of this report.



Chapter 3 – Assessment of Current Conditions

This evaluation aimed to provide an overall assessment of the City's compensation structure, employee salary progression, and number of employees in each department. Data included here reflect the conditions when the study began, and should be considered as such, a snapshot in time. The insights gained from this assessment provided the basis for further analysis through the course of this study, and were not considered sufficient cause for recommendations independently. Instead, the results of this evaluation were considered during the analysis of internal equity and external peer market data. Subsequently, appropriate compensation related recommendations were developed for the City which are described later in this report.

3.1 PAY PLAN ANALYSIS

The City administered one pay plan for both full and part-time employees. Exhibit 3A illustrates the plan which had an open-range design with established minimum, midpoint, and maximum salaries. Each pay grade within the plan had a range spread, or the percentage difference between the minimum and maximum of the pay grades, relative to the grade's minimum. The pay plan for the 145 employees in classifications with salary range data consisted of 20 grades (with employees) with range spreads averaging 44 percent. There were 24 part-time employees and one other City employee that did not have salary ranges and, thus, are not included in the exhibit.



**EXHIBIT 3A
EXISTING PAY PLAN**

Grade	Minimum	Midpoint	Maximum	Range Spread	Employees
8	\$ 27,380	\$ 32,386	\$ 38,863	42%	19
10	\$ 30,192	\$ 36,231	\$ 43,477	44%	17
11	\$ 31,795	\$ 38,154	\$ 45,785	44%	5
12	\$ 33,384	\$ 40,061	\$ 48,074	44%	1
13	\$ 35,000	\$ 41,999	\$ 50,399	44%	12
14	\$ 36,603	\$ 43,922	\$ 52,706	44%	6
15	\$ 38,204	\$ 45,845	\$ 55,014	44%	1
16	\$ 39,807	\$ 47,767	\$ 57,321	44%	42
17	\$ 41,408	\$ 49,690	\$ 59,628	44%	2
18	\$ 43,011	\$ 51,613	\$ 61,935	44%	3
19	\$ 44,612	\$ 53,535	\$ 64,241	44%	4
20	\$ 46,215	\$ 55,458	\$ 66,550	44%	15
22	\$ 49,419	\$ 59,303	\$ 71,163	44%	1
23	\$ 51,022	\$ 61,227	\$ 73,472	44%	5
28	\$ 59,032	\$ 70,839	\$ 85,007	44%	3
32	\$ 65,442	\$ 78,530	\$ 94,236	44%	3
33	\$ 67,044	\$ 80,453	\$ 96,543	44%	3
35	\$ 70,248	\$ 84,297	\$101,157	44%	1
39	\$ 76,658	\$ 91,989	\$110,387	44%	1
40	\$ 95,833	\$115,000	\$138,000	44%	1
Average / Total				44%	145

3.2 EMPLOYEE SALARY PLACEMENT BY GRADE

To assess the effectiveness of the City's pay plan and practices, it was important to analyze where employees' salaries fell within each pay range. Identifying those areas where there may have been clusters of employees' salaries could illuminate potential pay progression concerns within the current pay plan. It should be noted that employees' salaries, and the progression of the same, is associated with an organization's compensation philosophy – specifically, the method of salary progression and the availability of resources. Therefore, the placement of employees' salaries should be viewed with this context in mind.

Exhibit 3B illustrates the placement of employees' salaries relative to pay grade minimums and maximums. The exhibit contains the following:

- the pay grades,
- the number of employees in classifications assigned to the pay grade,
- the number and percentage of employees with salaries below the minimum,



- the number and percentage of employees with salaries at the minimum,
- the number and percentage of employees with salaries at the maximum, and
- the number and percentage of employees with salaries above the maximum.

EXHIBIT 3B
SALARY PLACEMENT
BELOW MINIMUM AND ABOVE MAXIMUM BY GRADE

Grade	Employees	# < Min	% < Min	# = Min	% = Min	# = Max	% = Max	# > Max	% > Max
8	19	5	26.3%	0	0.0%	0	0.0%	0	0.0%
10	17	0	0.0%	0	0.0%	0	0.0%	1	5.9%
11	5	0	0.0%	0	0.0%	0	0.0%	1	20.0%
12	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
13	12	2	16.7%	0	0.0%	0	0.0%	0	0.0%
14	6	0	0.0%	0	0.0%	0	0.0%	0	0.0%
15	1	0	0.0%	0	0.0%	0	0.0%	1	100.0%
16	42	0	0.0%	0	0.0%	0	0.0%	3	7.1%
17	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
18	3	1	33.3%	0	0.0%	0	0.0%	0	0.0%
19	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20	15	0	0.0%	0	0.0%	0	0.0%	2	13.3%
22	1	0	0.0%	0	0.0%	0	0.0%	1	100.0%
23	5	0	0.0%	0	0.0%	0	0.0%	2	40.0%
28	3	0	0.0%	0	0.0%	0	0.0%	2	66.7%
32	3	0	0.0%	0	0.0%	0	0.0%	1	33.3%
33	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
35	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
39	1	0	0.0%	0	0.0%	0	0.0%	1	100.0%
40	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total	145	8	5.5%	0	0.0%	0	0.0%	15	10.3%

Employees with salaries at the grade minimum are typically new hires or are new to their classification following a recent promotion; on the other hand, employees with salaries at the grade maximum are typically highly experienced and proficient in their classification. In the pay plan at the time of this study, there were eight employees with a salary at or below their grade minimum and fifteen employees with a salary at or above the grade maximum.

Exhibit 3C illustrates the placement of employees' salaries relative to pay grade midpoints. The exhibit contains the following:

- the pay grades,
- the number of employees in classifications assigned to the pay grade,
- the number and percentage of employees with salaries below the midpoint,
- the number and percentage of employees with salaries at the midpoint, and
- the number and percentage of employees with salaries above the midpoint of each pay grade.



**EXHIBIT 3C
SALARY PLACEMENT AROUND MIDPOINT
BY GRADE**

Grade	Employees	# < Mid	% < Mid	# at Mid	% at Mid	# > Mid	% > Mid
8	19	17	89.5%	0	0.0%	2	10.5%
10	17	12	70.6%	0	0.0%	5	29.4%
11	5	1	20.0%	0	0.0%	4	80.0%
12	1	1	100.0%	0	0.0%	0	0.0%
13	12	6	50.0%	0	0.0%	6	50.0%
14	6	2	33.3%	0	0.0%	4	66.7%
15	1	0	0.0%	0	0.0%	1	100.0%
16	42	19	45.2%	0	0.0%	23	54.8%
17	2	1	50.0%	0	0.0%	1	50.0%
18	3	2	66.7%	0	0.0%	1	33.3%
19	4	2	50.0%	0	0.0%	2	50.0%
20	15	1	6.7%	0	0.0%	14	93.3%
22	1	0	0.0%	0	0.0%	1	100.0%
23	5	0	0.0%	0	0.0%	5	100.0%
28	3	1	33.3%	0	0.0%	2	66.7%
32	3	0	0.0%	0	0.0%	3	100.0%
33	3	1	33.3%	0	0.0%	2	66.7%
35	1	0	0.0%	0	0.0%	1	100.0%
39	1	0	0.0%	0	0.0%	1	100.0%
40	1	0	0.0%	0	0.0%	1	100.0%
Total	145	66	45.5%	0	0.0%	79	54.5%

Employees with salaries close to the midpoint of a pay range should be fully proficient in their classification and require minimal supervision to complete their job duties while performing satisfactorily. Within this framework, grade midpoint is commonly considered to be the salary an individual could reasonably expect for similar work in the market. Therefore, it is important to examine the percentage and number of employees with salaries above and below the calculated midpoint. Of the 145 employees with classifications in the City's pay plan, 66 employees (45.5 percent) had salaries below the midpoint of their respective range, while 79 employees (54.5 percent) had salaries above the midpoint. There were no employees being paid at exactly the midpoint of their respective grades.

3.3 SALARY QUARTILE ANALYSIS

This section provides an additional view of the distribution of employees' salaries across the pay grades at the time of this study. Examining employee salary placement by grade quartile provided insight into whether clustering of employees' salaries existed within each pay grade. For this analysis, employees' salaries were slotted within one of four equal distributions. The



first quartile (0-25) represents the lowest 25.0 percent of the pay range. The second quartile (26-50) represents the segment of the pay range above the first quartile up to the pay range's midpoint. The third quartile (51-75) represents the part of the pay range above the midpoint up to the 75th percentile of the pay range. The fourth quartile (76-100) is the highest 25.0 percent of the pay range. This analytical method provided an opportunity to further assess how employees' salaries are disbursed throughout each grade (pay range).

Exhibit 3D provides a breakdown of placement of employees' salaries relative to salary quartile and provides the following:

- the pay grades,
- the number of employees per pay grade, and
- the location (by quartile) of the employees' salaries within each grade.

As previously noted, the City's employees' salaries were generally equally distributed above and below the midpoint. With this analysis, it can be also be observed that the majority of these employees were equally distributed across the quartiles. The largest number of employees, 46, (31.7 percent) had salaries in the third quartile of their respective pay ranges. The next largest cluster of employees' salaries was found in the first quartile (37 employees); additionally, 33 employees had salaries in the fourth quartile of their respective pay ranges, while the fewest number of employees (29) had salaries in the second quartile of their respective pay ranges. It is important to note that it appears the City had little problem progressing employees' salaries to and beyond the midpoints of the plan's salary ranges.



EXHIBIT 3D SALARY QUARTILE ANALYSIS

GRADE	Total Employees	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile
		# Employees	# Employees	# Employees	# Employees
8	19	15	2	2	0
10	17	10	2	3	2
11	5	1	0	0	4
12	1	1	0	0	0
13	12	5	1	6	0
14	6	0	2	2	2
15	1	0	0	0	1
16	42	1	18	20	3
17	2	0	1	0	1
18	3	1	1	0	1
19	4	2	0	0	2
20	15	0	1	11	3
22	1	0	0	0	1
23	5	0	0	0	5
28	3	0	1	0	2
32	3	0	0	0	3
33	3	1	0	1	1
35	1	0	0	0	1
39	1	0	0	0	1
40	1	0	0	1	0
Overall Total	145	37	29	46	33

3.4 EMPLOYEES BY DEPARTMENT

At the time the study commenced, the City employed 170 individuals across 10 departments. Exhibit 3E depicts the number of employees and the number of classifications in each department and is intended only to provide basic information regarding how employees are distributed among departments. Also provided is the percentage breakdown of employees by department.



EXHIBIT 3E EMPLOYEES BY DEPARTMENT

Department	Employees	Classes	% of Total
ADMINISTRATIVE	15	11	8.8%
COMMUNICATIONS	14	5	8.2%
COURT	3	3	1.8%
CRIMINAL HIST	12	3	7.1%
DEVELOPMENT	1	1	0.6%
PARKS	13	8	7.6%
POLICE	73	20	42.9%
PUBLIC WORKS	19	12	11.2%
SANITATION	17	5	10.0%
STORMWATER DEPT	3	3	1.8%
Total	170	71	100.0%

As the exhibit illustrates, the largest department in the City was the Police Department, with 73 employees representing 42.9 percent of the City's workforce. On the other hand, there was one department with only one employee, representing 0.6 percent of the workforce.

3.5 SUMMARY

Overall, the City's compensation structure offered a good foundation on which to improve. The key points of the current structure were:

- The City's existing pay plan for full-time employees was designed as open-range with pay grades of constant range spreads of 44 percent.
- The largest amount of the employees' salaries fell above the midpoint; furthermore, more employees' salaries were observed in the third quartile than any other quartile in the respective pay ranges.
- Employees' salaries were distributed throughout the pay ranges indicating the City has been reasonably successful in providing employees salary growth opportunities.

The City's pay plan provided employees with a clear pay structure, and it seems that employees' salaries have progressed successfully over time. As a pay system is intended to encourage this employee salary growth, this analysis indicated that the City has been able to reasonably accomplish this goal.

The information gained from this review of current conditions was used in conjunction with the market analysis data and internal equity review to develop recommendations for a continued competitive compensation plan that will best align with the City's compensation philosophy moving forward. These recommendations can be found in **Chapter 5** of this report.



Chapter 4 – Market Summary

This chapter provides a market analysis in which the City's salary ranges and benefit offerings were compared to the salary ranges and benefit offerings at peer organizations. The data from targeted market peers were used to evaluate the overall compensation and benefits at the City at the time of this study. It is important to note that the market comparisons contained herein do not translate at the individual level and are instead used to provide an overall analysis. The utilized methodology is not intended to evaluate salaries paid to individuals as this compensation (including benefits) is determined through a combination of factors, which could include: the demand for a job, a candidate's prior experience, or an individual's negotiation skills during the hiring process.

Furthermore, it should be noted that market comparisons are best thought of as a snapshot of current market conditions. In other words, market conditions change, and can change quickly; therefore, while market surveys are useful for making updates to salary structures or benefits provided to employees, they must be done at regular intervals if the City wishes to remain current with its market peers and salary trends.

4.1 PUBLIC SECTOR SALARY SURVEY RESULTS

Evergreen Solutions collected pay range information from target organizations utilizing a salary survey tool. The development of this tool included selecting benchmark classifications to be surveyed. The desired outcome of benchmarking was to select a cross-section of the City's classifications, so that the surveyed positions made up a subset of all work areas and levels of classifications in the City. The job title, a description of assigned duties, and the education and experience requirements were provided in the survey tool for each benchmarked classification.

The target peers were selected by Evergreen Solutions with concurrence from the City's project team. Several factors were utilized when developing this peer list, including geographic proximity to the City, organization size, and the relative population being served by the organization. All data collected were adjusted for cost of living using a national cost of living index factor which allowed salary dollars from organizations outside of the immediate recruiting area to be adjusted for the cost of living relative to the City. **Exhibit 4A** provides the list of 18 market peers from which data were collected for 38 benchmark classifications.



EXHIBIT 4A MARKET PEERS

Peer Respondents
Acworth, GA
Alpharetta, GA
Brookhaven, GA
Duluth, GA
Dunwoody, GA
East Point, GA
Marietta, GA
Milton, GA
Norcross, GA
Roswell, GA
Smyrna, GA
Suwanee, GA
Cherokee County, GA
Clayton County, GA
Cobb County, GA
Forsyth County, GA
Paulding County, GA
Rockdale County, GA

The City expressed a desire to have a salary structure that would be competitive with the market. Based on this, Evergreen Solutions utilized a comparison of its current structure, or salary ranges for the benchmark classifications to the targets' (peers) data at the 50th percentile. **Exhibit 4B** provides a summary of these results and contains the following information:

- The market salary range information for each classification. This indicates the 50th percentile of the minimum, midpoint, and maximum of the peer survey data for each benchmarked classification.
- The percent differentials (to the City's existing salary ranges). A positive differential indicates the City was above the targets' 50th percentile for that classification at the minimum, midpoint, or maximum. A negative differential indicates the City was below the 50th percentile for that classification. The final row provides the average percent differentials for the minimum, midpoint, and maximum for all benchmarked classifications. This represents an average of all classifications' differentials. Some positions did not have current salary ranges and no differentials could be calculated or provided in the exhibit.



- The survey average range width. This provides the average range width for each classification surveyed determined by the average minimum and average maximum salaries of the respondents, relative to the minimum. The average range width for all the classifications is provided in the final row. The number of responses collected for each classification is provided in the final column and the average number of responses for all the classifications is provided in the final row.

EXHIBIT 4B
MARKET SALARY SURVEY SUMMARY

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
	50th percentile	% Diff	50th percentile	% Diff	50th percentile	% Diff		
ACCOUNTANT I	\$40,693.23	-2.2%	\$52,860.57	-10.7%	\$63,842.28	-11.4%	57.6%	12.0
ACCOUNTING ASSOCIATE	\$35,377.53	3.3%	\$45,158.07	-2.8%	\$55,061.28	-4.5%	62.8%	12.0
ADMINISTRATIVE ASSISTANT	\$34,154.26	-7.4%	\$44,141.50	-15.7%	\$53,975.30	-17.9%	59.9%	17.0
ADMINISTRATIVE SUPERVISOR - CRIMINAL HIS	\$42,333.33	1.6%	\$53,975.00	-4.6%	\$66,046.41	-6.6%	63.1%	5.0
ANIMAL CONTROL OFFICER	\$30,986.44	15.3%	\$39,861.34	9.2%	\$48,452.42	8.1%	63.0%	7.0
ASSISTANT CITY MANAGER	\$90,990.09	5.1%	\$114,593.81	0.4%	\$138,975.30	-0.7%	55.2%	7.0
ASSISTANT COURT CLERK	\$32,995.70	9.9%	\$43,800.00	0.3%	\$54,328.00	-3.1%	63.4%	9.0
ASSISTANT DIRECTOR PUBLIC WORKS	\$61,436.38	-4.1%	\$78,331.42	-10.6%	\$95,560.79	-12.4%	56.9%	10.0
ASSISTANT POLICE CHIEF	\$76,006.92	-16.1%	\$98,298.72	-25.2%	\$121,414.27	-28.8%	56.7%	7.0
CAPTAIN - DETECTIVE DIVISION	\$64,132.56	-8.6%	\$84,180.88	-18.8%	\$99,617.61	-17.2%	58.0%	13.0
CHIEF OF POLICE	\$96,763.73	-26.2%	\$121,625.07	-32.2%	\$150,093.02	-36.0%	61.9%	8.0
CITY CLERK	\$64,175.66	4.3%	\$85,000.00	-5.7%	\$102,100.00	-5.8%	61.5%	11.0
CITY MANAGER	\$114,376.22	-	\$150,316.85	-	\$186,061.70	-	55.9%	6.0
COMMUNICATIONS OFFICER - 911	\$32,790.87	6.3%	\$41,808.37	0.5%	\$51,531.06	-2.2%	56.7%	11.0
COMMUNICATIONS SUPERVISOR - 911	\$44,001.88	-2.3%	\$57,711.06	-11.8%	\$71,682.87	-15.7%	59.3%	10.0
COMMUNITY OUTREACH SPECIALIST	\$37,994.62	-8.6%	\$48,638.06	-15.8%	\$59,276.87	-17.6%	57.8%	5.0
COURT CLERK	\$45,169.63	-5.0%	\$56,611.73	-9.7%	\$69,567.74	-12.3%	51.8%	12.0
CREW LEADER ROADS & WALKWAYS	\$36,849.28	-22.0%	\$47,160.30	-30.2%	\$57,391.13	-32.0%	60.8%	13.0
CREW SUPERVISOR	\$39,156.72	-7.0%	\$50,498.34	-15.0%	\$61,390.13	-16.5%	60.6%	11.0
CRIMINAL HISTORY COORDINATOR	\$35,441.89	-1.3%	\$44,694.11	-6.4%	\$53,946.32	-7.0%	53.0%	6.0
ECONOMIC DEVELOPMENT MANAGER	\$61,708.73	5.7%	\$80,651.81	-2.7%	\$96,263.48	-2.2%	62.7%	9.0
EQUIPMENT OPERATOR I - SANITATION	\$28,398.58	5.9%	\$38,071.78	-5.1%	\$47,942.28	-10.3%	60.6%	13.0
FINANCE DIRECTOR	\$88,496.07	-32.0%	\$114,631.88	-42.5%	\$140,427.10	-45.5%	57.9%	14.0
GCIC CLERK	\$29,830.53	-	\$37,550.00	-	\$45,100.00	-	53.3%	9.0
HUMAN RESOURCES MANAGER	\$74,351.85	-13.6%	\$98,827.20	-25.8%	\$123,094.35	-30.6%	62.0%	14.0
INVESTIGATOR	\$43,766.94	5.3%	\$55,133.24	0.6%	\$66,499.55	0.1%	62.0%	9.0
LABORER - ROADS & WALKWAYS	\$25,768.54	14.7%	\$33,327.03	8.0%	\$41,017.81	5.7%	60.8%	12.0
LIEUTENANT - PATROL	\$55,779.67	-9.3%	\$72,130.50	-17.8%	\$86,126.33	-17.2%	57.8%	15.0
PARKS DIRECTOR	\$79,000.75	-17.8%	\$101,289.22	-25.9%	\$123,137.05	-27.5%	56.9%	13.0
PARKS MAINTENANCE WORKER I	\$26,263.47	4.1%	\$33,976.30	-4.9%	\$41,689.12	-7.3%	60.7%	11.0
PATROL OFFICER	\$40,455.39	-1.6%	\$51,700.00	-8.2%	\$63,349.08	-10.5%	59.7%	17.0
PUBLIC RELATIONS MANAGER	\$48,389.54	-8.5%	\$63,657.72	-18.9%	\$79,112.25	-23.1%	60.3%	6.0
PUBLIC WORKS DIRECTOR	\$86,757.34	-23.5%	\$109,402.34	-29.8%	\$132,116.99	-30.6%	55.7%	12.0
PUBLIC WORKS FOREMAN	\$42,890.52	-3.6%	\$57,902.73	-16.5%	\$71,330.32	-19.6%	61.4%	11.0
RECREATION PROGRAMS COORDINATOR	\$41,872.46	6.1%	\$53,662.77	-0.2%	\$65,964.59	-2.7%	53.6%	11.0
SANITATION WORKER-GARBAGE COLLECTION	\$24,241.68	11.5%	\$30,696.59	5.2%	\$37,151.49	4.4%	48.4%	4.0
SERGEANT	\$49,121.71	-6.3%	\$63,698.13	-14.9%	\$77,047.76	-15.8%	60.8%	14.0
VEHICLE MAINTENANCE TECHNICIAN	\$32,772.50	10.5%	\$42,952.96	2.2%	\$52,537.24	0.3%	63.5%	10.0
Overall Average		-3.3%		-11.2%		-13.1%	58.8%	10.4



Market Minimums

A starting point of the analysis was to compare the peer's market minimum for each classification to the City's range minimums. Market minimums are generally considered as an entry level salary for employees who meet the minimum qualifications of a classification. Those employees with salaries at or near the range minimums typically are unlikely to have mastered the job and probably have not acquired the skills and experience necessary to be fully proficient in their classification.

As **Exhibit 4B** illustrates, for the benchmarked classifications, the City was, on average, approximately 3.3 percent below the desired market position at the minimum of the respective salary ranges. The following observations can be made based on the collected data:

- The surveyed position differentials ranged from 32.0 percent below market minimum in the case of the Finance Director classification to 15.3 percent above market for the Animal Control Officer classification.
- Of the 36 classifications surveyed with differentials, 21 classifications (58.3 percent) had differentials below the desired market position at the minimum.

Market Midpoints

Market midpoints are important to consider because they are commonly recognized as the salary point at which employees are fully proficient in satisfactorily performing their work. As such, midpoint is often considered as the salary point at which a fully proficient employee could expect his or her salary to be placed.

As **Exhibit 4B** illustrates, for the benchmarked classifications, the City was, on average, 11.2 percent below its desired market position at the midpoint of the respective salary ranges. Based on the collected data, the following observations can be made:

- The surveyed position differentials ranged from 42.5 percent below the desired market midpoint in the case of the Finance Director classification to 9.2 percent above market for the Animal Control Officer classification.
- Of the 36 classifications surveyed with differentials, 28 classifications (77.8 percent) had differentials below the desired market position at the midpoint.

Market Maximums

In this section, salary range maximums are compared to the peers' 50th percentile of maximums for each benchmarked classification. The market maximum is significant as it represents the upper limit salary that an organization might provide to retain and/or reward experienced and high performing employees. Additionally, being competitive at the maximum allows organizations to attract highly qualified individuals for in-demand classifications.



As **Exhibit 4B** illustrates, the City's benchmarked positions were, on average, 13.1 percent below the desired market position at the maximum of the respective salary ranges. Based on the collected data, the following observations can be made:

- The surveyed position differentials ranged from 45.5 percent below the desired market position maximum in the case of the Finance Director classification to 8.1 percent above market for the Animal Control Officer classification.
- Of the 36 classifications surveyed with differentials, 31 classifications (86.1 percent) were below the desired market position at the maximum.

4.2 PRIVATE SECTOR MARKET DATA

Some classifications at the City can be found in the private sector. To supplement the public-sector data, private sector salary data for July 2017 from Economic Research Institute (ERI) were analyzed. **Exhibit 4C** summarizes the ERI private sector salary data for the Dekalb County, GA area. While salary data from the private sector were useful in determining characteristics of the market, there are inherent differences between private and public-sector classifications which made it difficult to draw conclusions about public sector salary ranges entirely from private sector data. Only those classifications with skills that are more easily transferable to the private sector are included in **Exhibit 4C**. Private sector market data were considered when making pay grade recommendations, which are discussed in **Chapter 5** of this report.

EXHIBIT 4C
PRIVATE SECTOR MARKET SUMMARY

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range
	Average	% Diff	Average	% Diff	Average	% Diff	
ACCOUNTANT I	\$48,355.00	-21.5%	\$64,449.50	-34.9%	\$80,544.00	-40.5%	66.6%
ACCOUNTING ASSOCIATE	\$38,729.00	-5.8%	\$53,753.00	-22.4%	\$68,777.00	-30.5%	77.6%
ADMINISTRATIVE ASSISTANT	\$29,626.00	6.8%	\$44,721.00	-17.2%	\$59,816.00	-30.6%	101.9%
ECONOMIC DEVELOPMENT MANAGER	\$86,208.00	-31.7%	\$113,395.00	-44.4%	\$140,582.00	-49.2%	63.1%
EQUIPMENT OPERATOR I - SANITATION	\$33,418.00	-10.7%	\$49,888.00	-37.7%	\$66,358.00	-52.6%	98.6%
FINANCE DIRECTOR	\$71,734.00	-7.0%	\$110,578.50	-37.4%	\$149,423.00	-54.8%	108.3%
HUMAN RESOURCES MANAGER	\$65,351.00	0.1%	\$97,714.00	-24.4%	\$130,077.00	-38.0%	99.0%
INVESTIGATOR	\$35,772.00	22.6%	\$50,647.50	8.7%	\$65,523.00	1.5%	83.2%
PUBLIC RELATIONS MANAGER	\$59,956.00	-34.4%	\$88,660.00	-65.6%	\$117,364.00	-82.7%	95.8%
VEHICLE MAINTENANCE TECHNICIAN	\$29,521.00	19.3%	\$44,524.00	-1.4%	\$59,527.00	-12.9%	101.6%
Overall Average		-6.2%		-27.7%		-39.0%	89.6%



4.3 SALARY SURVEY SUMMARY

It should again be noted that the standing of a classification's pay range compared to the market is not a definitive assessment of an individual employee's salary being equally above or below market. A salary range does, however, speak to the City's general ability to recruit and retain talent over time. If a range minimum is significantly lower than the market would offer, the City could find itself losing out to its market peers when it seeks to fill a position. It is equally true that range maximums lower than the market maximums may serve as a disincentive for experienced employees to remain at the City. From the analysis of the data gathered in the external assessment discussed above, the benchmark classifications' ranges were generally found to be below the City's desired position of being at or above its peers in the labor market.

4.4 BENEFITS SURVEY RESULTS

In addition to the salary survey, Evergreen Solutions conducted a benefit survey to compare the City's current benefits to those of its peers. The information provided in this section is a result of the analysis of the current benefits at the City and at each peer organization, which are subject to change. Benefit plans have intricacies that are not represented in this chapter and therefore should not be used as a line-by-line comparison since benefits can be weighted differently depending on the importance to an organization. It should also be noted that benefits are usually negotiated and acquired through third parties, so one-to-one comparisons can be difficult. The analysis below highlights the results of the benefits survey. Data was collected from the eight peer organizations in Exhibit 4D.

EXHIBIT 4D BENEFITS RESPONDENTS

Peer Respondents
Acworth, GA
Duluth, GA
Dunwoody, GA
Roswell, GA
Smyrna, GA
Clayton County, GA
Cobb County, GA
Paulding County, GA



General Benefits

Exhibit 4E provides counts and a percentage breakdown of the peers and the City's full-time and part-time employees. The peer organizations were made up of, on average, 82.3 percent full-time employees and 17.7 percent part-time employees. For Chamblee, this percentage was 85.9 percent full-time, and 14.1 percent part-time. The number of full-time and part-time employees can influence the benefits provided by an organization and thus are provided below:

**EXHIBIT 4E
PERCENT OF FULL-TIME AND PART-TIME EMPLOYEES**

Organization Demographics	Peer Average		Chamblee, GA	
Full-Time Employees	1353	82.3%	146	85.9%
Part-Time Employees	290	17.7%	24	14.1%

The percentage of benefits in relation to total compensation is a common broad indicator that organizations use to assess how generous the discretionary benefits are at individual organizations. Total compensation refers to the compensation package (salary and benefits) an employee receives from its organization. Therefore, benefits as a percentage of total compensation was calculated by the peers and the City by dividing benefits expressed as a dollar amount by the amount of total compensation (salary plus benefits). As seen in Exhibit 4F, the market average for benefits as a percentage of total compensation was approximately 31.8 percent based on the information provided, while for the City, this percentage was 37.0. Again, the results were calculated by the respondents and the City, and may not precisely reflect the monetized value of all discretionary benefits as intended.

**EXHIBIT 4F
BENEFITS AS PERCENT OF TOTAL COMPENSATION**

Total Compensation	Peer Average	Chamblee, GA
Benefits as a percentage of total compensation	31.8%	37.0%

Employee Health Plans

Exhibit 4G shows the number of health plans provided to current employees by the responding peers and the City. The average number of health plans provided (any combination of HMO, HDHP/HSA, PPO, or other) was 2.3 based on the market data. The City provided 2 health plans; 1 HMO plan and 1 POS plan.



**EXHIBIT 4G
NUMBER OF HEALTH PLANS**

Number of Plans	Peer Average	Chamblee, GA
Number of health plans offered	2.3	2.0

Exhibit 4H displays information regarding the health plans of peers compared to the City's plans. Regarding health plan premiums, the City's employee paid portion of the premium was less than the peer's average for HMO plans. Therefore, the City paid a higher portion of the health plan premiums than the surveyed peers. From this exhibit, one can also observe that most peers offered other types of health insurance plans such as a PPO and a HSA.

**EXHIBIT 4H
HEALTH PLAN PREMIUMS AND DEDUCTIBLES**

Health Plan Premiums & Deductibles	Peer HMO Average	Peer PPO Average	Peer HSA Average	Other Plans Average	Chamblee, GA	Chamblee, GA
Percentage of peers offering each plan	37.5%	25.0%	25.0%	62.5%	HMO	POS
DOLLAR AMOUNT (monthly) of employee premium paid by employer	\$506.56	\$500.73	\$457.49	\$553.19	\$746.88	\$746.13
PERCENTAGE (monthly) of employee premium paid by employer	82.2%	73.4%	87.5%	93.5%	97.4%	88.8%
DOLLAR AMOUNT (monthly) of employee premium paid by employee	\$102.83	\$175.28	\$66.04	\$41.28	\$20.00	\$94.20
PERCENTAGE (monthly) of employee premium paid by employee	17.8%	26.6%	12.5%	6.5%	2.6%	11.2%
Individual Maximum Deductible In Network	\$500.00	\$987.50	\$2,175.00	\$1,204.55	\$750.00	\$1,500.00
Individual Maximum Deductible Out of Network	-	\$1,812.50	\$3,350.00	\$2,800.00	n/a	\$4,500.00
Individual Out of Pocket Maximum In Network	\$2,233.33	\$3,987.50	\$3,150.00	\$3,677.27	\$2,000.00	\$3,000.00
Individual Out of Pocket Maximum Out of Network	-	\$6,800.00	\$8,500.00	\$9,475.00	n/a	\$9,000.00



EXHIBIT 4H
HEALTH PLAN PREMIUMS AND DEDUCTIBLES

Health Plan Premiums & Deductibles	Peer HMO Average	Peer PPO Average	Peer HSA Average	Other Plans Average	Chamblee, GA	Chamblee, GA
Percentage of peers offering each plan	37.5%	25.0%	25.0%	62.5%	HMO	POS
DOLLAR AMOUNT (monthly) of employee plus child premium paid by employer	\$878.38	\$842.06	\$826.64	\$1,057.38	\$1,404.30	\$1,401.30
PERCENTAGE (monthly) of employee plus child premium paid by employer	77.8%	68.4%	68.9%	86.7%	96.3%	87.7%
DOLLAR AMOUNT (monthly) of employee plus child premium paid by employee	\$241.26	\$374.76	\$145.36	\$164.85	\$54.66	\$195.66
PERCENTAGE (monthly) of employee plus child premium paid by employee	22.2%	31.6%	31.1%	13.3%	3.7%	12.3%
Employee Plus Child Maximum Deductible In Network	\$1,166.67	\$1,975.00	\$4,350.00	\$1,750.00	\$1,500.00	\$3,000.00
Employee Plus Child Maximum Deductible Out of Network	-	\$3,375.00	\$8,500.00	\$3,450.00	n/a	\$9,000.00
Employee Plus Child Out of Pocket Maximum In Network	\$5,033.33	\$7,975.00	\$6,300.00	\$5,633.33	\$4,000.00	\$6,000.00
Employee Plus Child Out of Pocket Maximum Out of Network	-	\$13,600.00	\$17,000.00	\$14,770.00	n/a	\$18,000.00
DOLLAR AMOUNT (monthly) of employee plus spouse premium paid by employer	\$930.85	\$924.69	\$899.97	\$1,106.49	\$1,477.99	\$1,477.99
PERCENTAGE (monthly) of employee plus spouse premium paid by employer	77.8%	68.1%	86.1%	86.6%	96.4%	87.9%
DOLLAR AMOUNT (monthly) of employee plus spouse premium paid by employee	\$260.12	\$421.73	\$147.99	\$173.46	\$54.66	\$203.08
PERCENTAGE (monthly) of employee plus spouse premium paid by employee	22.2%	31.9%	13.9%	13.4%	3.6%	12.1%
Employee Plus Spouse Maximum Deductible In Network	\$1,166.67	\$1,975.00	\$4,350.00	\$1,750.00	\$1,500.00	\$3,000.00
Employee Plus Spouse Maximum Deductible Out of Network	-	\$3,375.00	\$8,500.00	\$9,370.00	n/a	\$9,000.00
Employee Plus Spouse Out of Pocket Maximum In Network	\$5,033.33	\$7,975.00	\$6,300.00	\$5,633.33	\$4,000.00	\$6,000.00
Employee Plus Spouse Out of Pocket Maximum Out of Network	-	\$13,600.00	\$17,000.00	\$14,770.00	n/a	\$18,000.00



EXHIBIT 4H
HEALTH PLAN PREMIUMS AND DEDUCTIBLES (CONTINUED)

Health Plan Premiums & Deductibles	Peer HMO Average	Peer PPO Average	Peer HSA Average	Other Plans Average	Chamblee, GA	Chamblee, GA
Percentage of peers offering each plan	37.5%	25.0%	25.0%	62.5%	HMO	POS
DOLLAR AMOUNT (monthly) of employee plus family premium paid by employer	\$1,374.89	\$1,406.51	\$1,312.33	\$1,530.66	\$2,244.43	\$2,244.43
PERCENTAGE (monthly) of employee plus family premium paid by employer	79.3%	68.6%	86.4%	86.8%	97.6%	89.0%
DOLLAR AMOUNT (monthly) of employee plus family premium paid by employee	\$351.30	\$625.58	\$211.79	\$235.36	\$54.66	\$277.30
PERCENTAGE (monthly) of employee plus family premium paid by employee	20.7%	31.4%	13.6%	13.2%	2.4%	11.0%
Employee Plus Family Maximum Deductible In Network	\$5,833.33	\$2,162.50	\$4,800.00	\$2,909.09	\$1,500.00	\$3,000.00
Employee Plus Family Maximum Deductible Out of Network	-	\$6,762.50	\$8,666.67	\$5,825.00	n/a	\$9,000.00
Employee Plus Family Out of Pocket Maximum In Network	\$5,866.67	\$12,412.50	\$6,733.33	\$7,577.27	\$4,000.00	\$6,000.00
Employee Plus Family Out of Pocket Maximum Out of Network	-	\$25,000.00	\$17,333.33	\$19,700.00	n/a	\$18,000.00

Other Insurance Plans

Exhibit 4I displays information from the responding peers regarding provided or offered dental and vision insurance plans. The City, as did its peers, provided dental and vision insurance plans at a cost to the employee.



EXHIBIT 4I DENTAL AND VISION PLANS

Dental and Vision Offerings		Peer Percentage Offered	Average Number of Plans Offered	Average maximum monthly amount that the employee pays for employee only coverage	Average maximum monthly amount that the employee pays for employee plus dependent coverage	Average maximum monthly amount the employer pays for employee only coverage	Average maximum monthly amount the employer pays for employee plus dependent coverage	What is the deductible for In Network?	What is the deductible for Out of Network?
Dental Insurance	Employer Paid	87.5%	1.4	-	-	\$27.10	\$67.99	\$42.86	\$50.00
	Chamblee, GA	Yes	1.0			\$30.40	\$61.82	\$50.00	\$150.00
	Employee Paid	50.0%	1.5	\$19.09	\$41.54	-	-	\$50.00	\$50.00
	Chamblee, GA	No							
Vision Plan	Employer Paid	12.5%	1.0	-	-	\$4.92	\$13.20	-	-
	Chamblee, GA	No							
	Employee Paid	87.5%	1.1	\$6.42	\$15.58	-	-	-	-
	Chamblee, GA	Yes	1.0	\$8.46	\$17.96			\$0.00 copay	\$45.00 allowance

Exhibit 4J displays the percentage of responding peers who provided short and long-term disability insurance. Of the responding peers, 75.0 percent provided employer paid short-term disability insurance. Like the City, most of the peers did not provide employee paid options for short-term disability. Unlike most of the peers, the City offers employee paid options for long-term disability.

EXHIBIT 4J DISABILITY INSURANCE

Disability Insurance		Peer Percentage Offered	Average maximum monthly amount that the employee pays for coverage	Average maximum monthly amount the employer pays for coverage	Percentage of salary the employee receives	Average wait time for benefit to take effect
Short-Term Disability	Employer Paid	75.0%	\$1.81	\$32.80	63.9%	35 days
	Chamblee, GA	Yes	\$0.00	0.0194% of employee's base annual earnings	60.0%	14 days
	Employee Paid	12.5%	-	-	60.0%	17 days
	Chamblee, GA	No				
Long-Term Disability	Employer Paid	87.5%	\$2.55	\$47.07	61.0%	148 days
	Chamblee, GA	No				
	Employee Paid	25.0%	Based on age and salary	Based on age and salary	60.0%	136 days
	Chamblee, GA	Yes	Based on age and salary	\$0.00	60.0%	180 days



Life Insurance

Exhibit 4K summarizes the life insurance offerings of responding peers and the City. Employer-paid life insurance is provided by 100.0 percent of the peers as well as the City. The peers, as well as the City, offer the option of optional dependent coverage, additional employee paid life insurance, and accidental death insurance.

**EXHIBIT 4K
LIFE INSURANCE**

Life Insurance	Peer Percentage Yes	Peer Average	Chamblee, GA
Is employer-paid life insurance offered?	100.0%	-	Yes
Cost (monthly) to employer for individual coverage	-	\$7.48	0.108 times employee base annual earnings
Dollar amount of death benefit	-	\$26,666.67	1.5 times employee's base annual earnings
Is Optional dependent coverage offered?	100.0%	-	Yes
Can the employee purchase (additional) life insurance if desired?	100.0%	-	Yes
Is accidental death insurance provided?	100.0%	-	Yes

Exhibit 4L summarizes the Employee Assistance Programs (EAP) offering. EAP is provided by 100.0 percent of responding peers and 85.7 percent of those same peers offer these benefits to employees' families. On average, 4.0 annual visits are provided by peers. The City offers Employee Assistance Programs (EAP) with benefits to the employee's families and similar to the peers, the City provides 3.0 annual visits.

**EXHIBIT 4L
EMPLOYEE ASSISTANCE PROGRAM**

EAP	Peer Percentage Yes	Peer Average	Chamblee, GA
Is an EAP offered?	100.0%	-	Yes
Are benefits available to family members as well as the employee?	85.7%	-	Yes
Number of Annual EAP Visits Provided	-	4.0	3.0



Exhibit 4M shows tuition reimbursement among peers and the City. Tuition reimbursement for employees is provided by 62.5 percent of responding peers with an average reimbursement limit of \$2708.33 per fiscal year. The City offers tuition reimbursement to their employees with a reimbursement limit of \$2400.00

**EXHIBIT 4M
TUITION REIMBURSEMENT BENEFITS**

Tuition Reimbursement	Peer Percentage Yes	Peer Average	Chamblee, GA
Is Tuition Reimbursement offered?	62.5%	-	Yes
Tuition Reimbursement Limit	-	\$2,708.33	\$2,400.00

Employee Leave and Holidays

Exhibit 4N provides the average accrual rates for personal, sick, annual/vacation, and paid time off for employees for both responding peers and the City. Responding peers provided an average minimum monthly accrual rate for sick leave of 7.6 hours and a maximum rate of 7.6 hours. Furthermore, the peers provided an average minimum monthly accrual rate for annual/vacation leave of 6.3 hours and a maximum rate of 13.6. The City offers sick leave and annual/vacation leave. The City offers a minimum monthly accrual amount of 6.4 hours for sick leave and no maximum accrual rate. The City's annual/vacation leave has a minimum accrual rate of 6.7 hours and a maximum accrual rate of 13.3 hours. The City and most of the peers do not offer paid time off leave.



EXHIBIT 4N LEAVE TIME ACCRUAL

Leave Accrual	Organization	Offered?	Minimum Accrual Rate (Monthly)	How many years of service does it require to begin to accrue the minimum rate?	Maximum Accrual Rate (Monthly)	Years to Achieve Maximum Accrual Rate	Maximum Allowed to Roll Over to Following Year
Sick Leave	Peer Percentage	100.0%	7.6	0.1	7.6	1.8	101.1
	Yes/Average Chamblee, GA	Yes	6.4	0.0	N/A	N/A	80.0
Annual/Vacation Leave	Peer Percentage	100.0%	6.3	0.2	13.6	13.9	176.0
	Yes/Average Chamblee, GA	Yes	6.7	1.0	13.3	20.0	160.0
Personal Leave	Peer Percentage	50.0%	1.5	0.0	1.5	0.1	18.0
	Yes/Average Chamblee, GA	No					
Paid-Time Off	Peer Percentage	12.5%	8.0	0.0	14.7	10.0	176.0
	Yes/Average Chamblee, GA	No					

Exhibit 40 summarizes respondents' policies regarding the payout of sick leave upon employee termination. The City and most of its peers didn't provide sick leave payout upon separation. However, the City and most of the peers allowed unused sick leave to count towards retirement.

EXHIBIT 40 SICK LEAVE PAYOUT

Sick Leave Policies	Peer Percentage Yes	Peer Average	Chamblee, GA
Is unused sick leave paid out upon voluntary separation?	25.0%	-	No
Max hours of sick leave paid out upon voluntary separation	-	480.0	
Is unused sick leave paid out upon involuntary separation?	25.0%	-	No
Max hours of sick leave paid out upon involuntary separation	-	480.0	
Can unused sick leave count towards retirement?	71.4%	-	Yes
Max hours of sick leave that can count towards retirement	-	0.0	50% of sick leave hours



Exhibit 4P summarizes respondents' policies regarding annual/vacation leave payout. Annual/vacation leave was paid out by 100.0 percent of respondents for voluntary separation and 88.9 percent of respondents for involuntary separation. The City also paid out vacation leave for voluntary but not for involuntary separation.

**EXHIBIT 4P
ANNUAL/VACATION LEAVE PAYOUT**

Vacation Leave Policies	Peer Percentage Yes	Peer Average	Chamblee, GA
Is unused annual/vacation leave paid out upon voluntary separation?	100.0%	-	Yes
Max hours of annual/vacation leave paid out upon voluntary separation	-	249.3	100% of hours are paid out
Is unused annual/vacation leave paid out upon involuntary separation?	88.9%	-	No
Max hours of annual/vacation leave paid out upon involuntary separation	-	249.3	

Exhibit 4Q summarizes respondents' policies regarding use it-or-lose it leave policies. Like the City, most peers didn't have a use it or lose it leave policy in place for sick and annual/vacation leave balances. There were four peers that offered personal leave and 75.0 percent of those had a use it or lose it policy. Furthermore, there was only one peer that offered paid time off leave and that peer used a use it or lose it policy.



EXHIBIT 4Q LEAVE POLICIES

Organization	Sick and Vacation Leave Policies	Response (Yes/No)	If not, are balances rolled over?	How many hours can be rolled over and what is the cap on total hours per balance type?
Peer Percentage Yes/Average	Do sick leave balances fall under a use it-or-lose-it policy?	14.3%	100.0%	645.3
Chamblee, GA	Do sick leave balances fall under a use it-or-lose-it policy?	No	Yes	Unlimited number of hours in excess of 160 hours. Uncapped. Rolled over to leave bank.
Peer Percentage Yes/Average	Do vacation and other paid leave balances fall under a use it-or-lose-it policy?	42.9%	100.0%	240.6
Chamblee, GA	Do vacation and other paid leave balances fall under a use it-or-lose-it policy?	No	Yes	Up to 1/2 vacation hours accrued during a fiscal year except during first partial year of employment. Maximum of 40 hours are eligible for rollover per year into leave bank.
Peer Percentage Yes/Average	Do personal leave balances fall under a use it-or-lose-it policy?	75.0%	100.0%	-
Chamblee, GA	Do personal leave balances fall under a use it-or-lose-it policy?	n/a	n/a	n/a
Peer Percentage Yes/Average	Do paid time off leave balances fall under a use it-or-lose-it policy?	100.0%	-	160.00
Chamblee, GA	Do paid time off leave balances fall under a use it-or-lose-it policy?	n/a	n/a	n/a



The percentages of peers recognizing various holidays and the holidays at the City are shown in **Exhibit 4R**. All peers recognized New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day. The City recognizes these days as well as President's Day and Veteran's Day for a total of 10 paid holidays each year, which was comparable to the peer average of 10.6.

**EXHIBIT 4R
RECOGNIZED HOLIDAYS**

Paid Holiday observed by peer organizations	Peer Percentage Yes	Chamblee, GA
New Year's Day	100.0%	Yes
New Year's Eve	0.0%	No
Martin Luther King, Jr. Day	100.0%	Yes
Lincoln's Birthday	0.0%	No
Washington's Birthday	0.0%	No
Presidents Day	25.0%	Yes
Good Friday	62.5%	No
Memorial Day	100.0%	Yes
Independence Day	100.0%	Yes
Labor Day	100.0%	Yes
Veteran's Day	25.0%	Yes
Thanksgiving Day	100.0%	Yes
Day after Thanksgiving	100.0%	Yes
Christmas Eve	87.5%	No
Christmas Day	100.0%	Yes
Personal Holiday	62.5%	No
Employee Birthday	0.0%	No

Holiday Policies	Peer Total/Percentage Yes	Chamblee, GA
Total Number of holidays observed (include breaks and other special days off not included as annual, sick, or personal leave)	10.6	10.0
How are employees paid for holidays?		
Straight time	60.0%	Yes
Time and a Half if hours worked exceed maximum for straight time	30.0%	No
Is premium pay offered for hours worked on a holiday? If yes, for which positions and at what rate?	10.0%	No
Other - Please provide details in the space below	0.0%	No



Retired Employee Benefits

Exhibit 4S displays the number of retirement plans provided and whether the peers and the City participated in or provided retirement options other than the state plan. Of the peer respondents, 71.4 percent participated in the state retirement system, and 57.1 percent provided other plans.

**EXHIBIT 4S
RETIREMENT**

Number of Plans	Peer Average	Chamblee, GA
Number of retirement plans offered	1.6	3.0

Retirement Participation	Peer Percentage Yes	Chamblee, GA
Does the organization participate in a State Retirement System?	71.4%	Yes
Is a retirement option other than a state plan offered?	57.1%	No
Is D.R.O.P. offered?	0.0%	No
Is a 401k, 401a, 403(b), or 457 offered?	100.0%	Yes
Is a type of plan other than a 401k, 401a, 403(b) or 457 offered?	12.5%	No
Does the employer contribute to any of these non-state retirement options?	87.5%	-

Additional Benefits Questions

When surveying the peer organizations for benefits provided, the City requested additional benefits related information. The additional questions related to whether peer organizations offered time off to employees for volunteer activities and if other organizations offered shift differential pay. The exhibit shows that 12.5 percent of respondents offered volunteer time and 42.9 percent of respondents offered shift differential for hours worked outside of normal operating hours. The positions receiving these shift differentials were mostly police officers, public utilities workers, water plant operators, and dispatchers. **Exhibit 4T** provides a summary of the peer responses.



EXHIBIT 4T ADDITIONAL BENEFIT QUESTIONS

Additional Benefits Questions	Peer Percentage Yes	Chamblee, GA
Is volunteer time offered?	12.5%	No
Is shift pay offered for hours worked outside of City Hall operating hours? If yes, for which positions and at what rate?	42.9%	No

4.5 BENEFITS SUMMARY

The peer benefit data summarized in this chapter indicate that the City had a very competitive benefits package for both current and retired employees. The City was comparable and ahead in some categories of benefits such as the health plan premiums and deductibles, e.g., paying a higher percentage of the premium cost for HMO health plans. In fact, this has been leveraged as strength in the City's ability to attract and retain new employees.

4.6 MARKET SUMMARY

It should again be noted that the standing of a benchmark's pay range compared to the City's desired market position is not a definitive assessment of an individual employee's salary being equally above or below market. The pay range does, however, speak to the City's general ability to recruit and retain talent over time. If a range minimum is significantly lower than the market would offer, the City could find itself losing out to its market peers when it seeks to fill a position. It is equally true that range maximums lower than the market maximums may serve as a disincentive for experienced employees to remain at the City.

From the analysis of the data gathered in the external assessment discussed above, the City's pay plan was generally found to be below the desired market position at the minimum, midpoint and maximum. The review of data for both public and private sectors indicates the City could benefit from the development and implementation of a more competitive pay plan (salary ranges). When comparing employee benefits, the City was very competitive and do not appear to require any immediate changes. All study findings and subsequent recommendations can be found in the next chapter of this report.



Chapter 5 - Recommendations

The analysis of the City's classification and compensation system revealed some areas of opportunities for improvement. Evergreen Solutions worked to build on the strength of the existing pay structure. Focus was placed on developing a more competitive compensation system, and a sound classification structure. Study recommendations, as well as the findings that led to each, are discussed in this chapter.

5.1 CLASSIFICATION SYSTEM

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles, outdated job descriptions, and inconsistent titles across departments.

For the analysis of the City's system, Evergreen Solutions collected classification data through the Job Assessment Tool (JAT) and Management Issues Tool (MIT) processes. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the City's classifications. The MIT process provided supervisors an opportunity to provide specific recommendations regarding the pay or classification of positions in their areas. Evergreen Solutions reviewed and utilized the data provided in the JATs and MITs as a basis for the classification recommendations below.

FINDING:

Overall, the classification system utilized by the City was generally accurate and well organized. There were also instances of titles that could be modified to better reflect the tasks assigned to the position.

RECOMMENDATION 1: Revise the titles of some classifications, establish unique titles for some positions, and establish new titles for new positions.

Exhibit 5A provides a list of the recommended changes to the classification system. Not listed are minor changes e.g., spelling out abbreviated words; however, listed are modifications to entire classifications and those that had unique changes for one or two employees (listed as New Title) in a classification. The foundation for all recommendations was the work performed by employees in these classifications as described in their JATs, best practices in the Human Resources field, or unique needs which required a specific titling method.



**EXHIBIT 5A
PROPOSED CLASSIFICATION CHANGES**

Current Class Title	Recommended Class Title
Accountant I	Accountant
Assistant Chief	Assistant Police Chief
Assistant City Manager	Deputy City Manager
Community Outreach Specialist	Community Engagement Specialist
Crew Chief Roads & Walkways	Crew Leader Special Projects
Crew Leader Roads & Walkways	Crew Leader
Equipment Operator I - Sanitation	Equipment Operator
Equipment Operator I - Storm Water	Equipment Operator
Executive Assist-Chief	Executive Assistant
Foreman	Public Works Supervisor
Foreman	Sanitation Supervisor
New Title	Laborer I
Laborer - Storm Water	Laborer II
Laborer - Roads & Walkways	Laborer III
Parks Director	Parks And Recreation Director
Parks Maintenance Worker I	Maintenance Worker I
Parks Maintenance Worker II	Maintenance Worker II
Part Time Parks Maintenance Worker	Maintenance Worker Part Time
Program Coordinator	Recreation Program Coordinator
Receptionist/Clerk-Public Works	Administrative Assistant
Record Management Coordinator	Records Retention Officer
Sanitation Worker-Garbage Collection	Sanitation Worker I
Storm Water Technician	Storm Water Compliance Supervisor

FINDING

When comparing City's current job descriptions to the work described by employees in the JATs, Evergreen Solutions noted some tasks that were either missing from the job descriptions, or were inappropriate to the current title. It is common for the tasks outlined in job descriptions to be reassigned to different classifications over time. As such, it is necessary for an organization to update its job descriptions regularly to ensure each job description accurately reflects the work performed.

RECOMMENDATION 2: Revise all job descriptions to include updated classification information provided in the JAT, and review job descriptions annually for accuracy.

To the extent possible, a review of the employee's assigned job classification (description) should occur concurrent with his/her annual performance evaluation. This would be an appropriate time to review the job description as it should accurately represent the work the



employee has and will perform during the evaluation periods. Review of the FLSA determination as well as other aspects of the job, such as physical requirements required to perform essential functions of the job will ensure consistent, continuous compliance with the American's with Disabilities Act (ADA) protection. Updated, draft job descriptions will be provided to the City under separate cover.

5.2 COMPENSATION SYSTEM

The compensation system analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the City's pay ranges for selected benchmark classifications were compared to the 50th percentile of the identified market. Details regarding the external market assessment were provided in **Chapter 4** of this report.

During the internal equity assessment, consideration of the relationships between and the type of work being performed by the City's employees were reviewed and analyzed. Specifically, a composite score was assigned to each of the classifications that quantified the classification's level of five separate compensatory factors. The level for each factor was determined based on responses to the JAT.

FINDING:

The salary ranges were behind the desired market position for many of the benchmarked classifications indicating a need for revision to the City's pay plan. A new, competitive structure would provide the City with the ability to provide future employee pay increases at varied amounts consistent with their compensation philosophy which links pay with employee performance. Evergreen also took into consideration that the City offers/provides employees with a very competitive benefits package, when creating the new structure.

RECOMMENDATION 3: Create new, competitive open-range pay plans aligned with City's compensation philosophy that reflects its desired market position and best practices; slot all classifications into the plan based on external and internal equity; and implement the new structure by transitioning employees' salaries into the plans.

Exhibit 5B shows the proposed, competitive open-range pay plan which has 23 pay grades, numbered 100 through 122. The range spreads are constant at 55.0 percent.



EXHIBIT 5B
PROPOSED OPEN RANGE PAY PLAN

Proposed Pay Plan				
Grade	Minimum	Midpoint	Maximum	Range Spread
100	\$25,369.72	\$32,346.40	\$39,323.07	55.0%
101	\$27,145.60	\$34,610.65	\$42,075.69	55.0%
102	\$29,045.80	\$37,033.39	\$45,020.99	55.0%
103	\$31,079.00	\$39,625.73	\$48,172.45	55.0%
104	\$33,254.53	\$42,399.53	\$51,544.53	55.0%
105	\$35,582.35	\$45,367.50	\$55,152.64	55.0%
106	\$38,073.11	\$48,543.22	\$59,013.33	55.0%
107	\$40,738.23	\$51,941.25	\$63,144.26	55.0%
108	\$43,589.91	\$55,577.13	\$67,564.36	55.0%
109	\$46,641.20	\$59,467.53	\$72,293.86	55.0%
110	\$49,906.09	\$63,630.26	\$77,354.43	55.0%
111	\$53,399.51	\$68,084.38	\$82,769.25	55.0%
112	\$57,137.48	\$72,850.29	\$88,563.09	55.0%
113	\$61,137.10	\$77,949.81	\$94,762.51	55.0%
114	\$65,416.70	\$83,406.29	\$101,395.88	55.0%
115	\$69,995.87	\$89,244.73	\$108,493.60	55.0%
116	\$74,895.58	\$95,491.86	\$116,088.15	55.0%
117	\$80,138.27	\$102,176.29	\$124,214.32	55.0%
118	\$85,747.95	\$109,328.64	\$132,909.32	55.0%
119	\$91,750.31	\$116,981.64	\$142,212.97	55.0%
120	\$98,172.83	\$125,170.35	\$152,167.88	55.0%
121	\$105,044.92	\$133,932.28	\$162,819.63	55.0%
122	\$112,398.07	\$143,307.54	\$174,217.01	55.0%

After developing the new pay plan, Evergreen Solutions slotted each proposed classification into the appropriate pay range in the recommended pay plan. Both internal and external equity were analyzed when slotting the classifications. Assigning pay ranges to classifications requires a balance of internal equity, external equity, desired market position, and recruitment and retention concerns. Thus, market range data shown in **Chapter 4** were not the sole criteria for the proposed pay ranges. Some classifications' range assignments varied from their associated market range due to the other factors mentioned above. The resulting recommended pay ranges for each of City's classifications are shown in **Exhibit 5C**. It should be noted that the recommended classification titles are utilized in the exhibits.



**EXHIBIT 5C
PROPOSED PAY RANGES**

Recommended Class Title	Proposed Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
Maintenance Worker Part-Time	100	\$ 25,369.72	\$ 32,346.40	\$ 39,323.07
Records Clerk Part-Time				
Summer Camp Worker				
Georgia Crime Information Center Clerk	101	\$ 27,145.60	\$ 34,610.65	\$ 42,075.69
Maintenance Worker I	102	\$ 29,045.80	\$ 37,033.39	\$ 45,020.99
Laborer I				
Sanitation Worker I				
Equipment Operator	103	\$ 31,079.00	\$ 39,625.73	\$ 48,172.45
Laborer II				
Maintenance Worker II				
Administrative Assistant	104	\$ 33,254.53	\$ 42,399.53	\$ 51,544.53
Crew Leader				
Laborer III				
Police Clerk				
Communications Officer - 911	105	\$ 35,582.35	\$ 45,367.50	\$ 55,152.64
Community Engagement Specialist				
Crew Leader Special Projects				
Criminal History Coordinator				
Accounting Associate	106	\$ 38,073.11	\$ 48,543.22	\$ 59,013.33
Animal Control Officer				
Assistant Court Clerk				
Assistant Court Clerk - Part-Time				
Crew Supervisor				
Storm Water Compliance Supervisor				
Vehicle Maintenance Technician				
Accountant	107	\$ 40,738.23	\$ 51,941.25	\$ 63,144.26
Executive Assistant				
Patrol Officer				
Patrol Officer - Cops				
Traffic Enforcement Officer				



**EXHIBIT 5C (CONTINUED)
PROPOSED PAY RANGES**

Recommended Class Title	Proposed Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
Administrative Supervisor Records Communications Supervisor - 911 Communications Supervisor - Administration Public Works Supervisor Sanitation Supervisor	108	\$ 43,589.91	\$ 55,577.13	\$ 67,564.36
Athletics Coordinator Court Clerk Investigator Officer of Professional Standards Park Ranger Recreation Program Coordinator Sergeant Sergeant-Traffic Unit	109	\$ 46,641.20	\$ 59,467.53	\$ 72,293.86
Assistant Commander For Investigations	110	\$ 49,906.09	\$ 63,630.26	\$ 77,354.43
Lieutenant - Patrol Lieutenant - Special Operations Section	111	\$ 53,399.51	\$ 68,084.38	\$ 82,769.25
Captain - Detective Division Public Relations Manager	113	\$ 61,137.10	\$ 77,949.81	\$ 94,762.51
Administrative Division Commander	114	\$ 65,416.70	\$ 83,406.29	\$ 101,395.88
Assistant Police Chief Assistant Director Public Works City Clerk	115	\$ 69,995.87	\$ 89,244.73	\$ 108,493.60
Economic Development Manager Human Resources Manager Parks and Recreation Director	116	\$ 74,895.58	\$ 95,491.86	\$ 116,088.15
Public Works Director	118	\$ 85,747.95	\$ 109,328.64	\$ 132,909.32
Deputy City Manager Police Chief Finance Director	120	\$ 98,172.83	\$ 125,170.35	\$ 152,167.88
City Manager	122	\$ 112,398.07	\$ 143,307.54	\$ 174,217.01

After assigning pay ranges to classifications, the next step was to develop an appropriate method for transitioning employees' salaries into the new pay plan. This was done utilizing equitable methods (options) for calculating salaries in the new pay plan and determining whether adjustments were necessary to individual salaries to bring them to their calculated salary. Then, while considering the City's compensation philosophy, the most appropriate option was selected. Evergreen Solutions therefore recommends the following transition method in implementing the new plan.



Range Penetration Capped at Midpoint:

In this method, employees would have their salaries adjusted in the new plan based on the relative position of their salary in the current plan's range (range penetration). For employees' salaries below the new midpoints, a calculation was performed to determine the range penetration of their current salary in the current structure, and their salaries were adjusted to the same relative position in the new structure (plan). However, this calculation did not place any salary beyond new range midpoints unless the salary was already above that point, as no employee salary was reduced. This method would provide some level of market adjustments to those employees' salaries below the new midpoints.

Utilizing this approach, adjustments are recommended for 133 employees with an approximate annualized cost of **\$442,550.74**. This is the approximate cost for salary adjustments (only) and does not include the associated costs for employee benefits.

5.3 SYSTEM ADMINISTRATION

The City's compensation system will continue to require periodic maintenance. The recommendations provided to improve the competitiveness of the plan were developed based on conditions at the time the data were collected. Without proper upkeep, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

RECOMMENDATION 4: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues, and make changes to pay range assignments if necessary.

While it is unlikely that the pay plan in total will need to be adjusted for several years, a small number of classifications' pay ranges may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are having difficulty with recruitment, the City should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay range of the classification(s). If increasing a classification's pay range based on market data does not help with the recruitment and/or retention issues, it may be necessary for the City to offer incentives to attract employees to the position and/or to encourage employees to remain in the position.

RECOMMENDATION 5: Conduct a comprehensive classification and compensation study every three to five years.

Small-scale salary surveys can improve the market position of specific classifications, but it is recommended that a full compensation and classification study be conducted every three to five years to preserve both internal and external equity for the City. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the City in less than desirable position for recruiting and retaining quality employees.



RECOMMENDATION 6: Review and revise, as appropriate, guidelines for progressing employee salaries through the pay plan, including those for determining salaries of newly hired employees and employees who have been promoted or transferred to a different classification or department.

The method of progressing salaries through the pay ranges and setting new salaries for new hires, promotions, and transfers depends largely on an organization's compensation philosophy. It is important for the City to have established guidelines for each of these situations, and to ensure that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below.

Salary Progression

There are several common methods for salary progression including cost of living adjustments (COLA)/across the board, time based, and employee performance based. The City intends to utilize both across the board and individual performance based methods to progress employees' salaries in his or her classification's assigned pay range. As it is the City's desire to continue to link employee's performance with eligibility for salary advancement, it will be important to continue to review this process and as appropriate, make improvements. Training staff, for example, regarding the purpose of performance evaluation and its desired results is important to maintain consistency and impartiality of this method of salary progression.

New Hires

A new employee's starting salary typically depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job. Typically, an employee holding only the minimum education and experience requirements for a classification is hired at or near the classification's pay range minimum. However, for recruiting purposes the City needs the ability to offer salaries to new employees that consider prior related experience. It is recommended that the City continue to have flexibility when establishing new employee salaries. It is also important, however, when determining new hire salaries to, when possible, preserve the internal equity of employees' salaries within the classification.

Promotions

When an employee is promoted to a new classification, it is important to have guidelines for calculating the employee's new salary that rewards the employee for his or her new responsibilities, moving the salary into the new pay range, and ensuring internal equity in the new classification. For example, a range of three to seven percent increase is common today, with consideration given to preserving the internal equity of employees' salaries within the classification. It is recommended that City continually review its promotion guidelines to remain current with best practice.



Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay range as his or her current classification or when an employee's classification stays the same, but his or her department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if his or her current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

5.4 SUMMARY

The recommendations in this chapter provide an update to the compensation and classification system for the City's employees. If implemented, the City's competitiveness in the labor market should be enhanced. By implementing the new pay plan, the City's pay system, accompanied by its generous employee benefits will provide a competitive total compensation system for years to come. While the upkeep of this will require work, the City will find that having a totally competitive compensation system that enhances strong recruitment and employee retention is well worth this commitment.





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Personnel Policies Update
AGENDA DATE: 05/01/2018

DATE PREPARED: 4/19/18
PREPARED BY: Stephanie Rooks

AMOUNT: No Cost, Information Only
GL ACCOUNT #:

PURPOSE: The purpose of the update to the Personnel Policies is so the City stays in compliance with State and Federal legislation, as well update employee policies to provide guidance to employees and managers. This is a best practice supported by our liability insurance carrier (LGRMS).

BACKGROUND: The last update to the Personnel Policies was adopted in April of 2016. We have updated some policies that were approved by City Council over the past two years and are proposing thirteen new policies as well as an update to some existing policies. We have removed all of the procedures that were listed in the previous Employee Handbook and have started to create an Administrative Procedures Manual.

457(b) and Retirement-Eligibility – Update – Page 34
Bereavement Leave (Length) – Update – Page 39
Breaks – Update – Page 30
Discounted facility rentals for employees - New - Page 34
Duty to report Criminal Charges and Determinations - New – Page 22-23
Fitness for duty - New - Page 13
Interim Appointment and Salary adjustment calculation - New - Page 8
Jewelry, Piercings and Tattoos – New - Page 26
Leave Accruals – Update – Page 38
Loss or damage to City Equipment (replace at employee's cost) Update
Nursing Mothers – New - Page 30
Personal Grooming – New - Page 26
Personal Grooming - New – Page 26
Personal Leave – New - Page 39
Positive Drug Screen Results - New - Page 13
Tobacco Use Policy – New - 13
Transfer Policy – New Page 9-10
Tuition Reimbursement Program – New Page 35

STAFF RECOMMENDATION: Staff is recommending approval of the 2018 Personnel Policies.

IMPACT: This action will allow the City and its employees to have clearly defined policies.

MOTION: Proposed Action: For review only. This item will be placed on the agenda for action during the June meeting.



The City of Villa Rica

Employee Handbook

Personnel Policies

Effective
~~April~~TBD 2018

DRAFT



Dear New Employee:

Congratulations on being selected for your new position with The City of Villa Rica! We would like to be one of the first to welcome you to your new job with the City.

Starting a new job is sometimes unsettling and a little confusing. This Employee Handbook has been developed to communicate the City's policies, procedures, expectations, and standards of conduct, as well as our values, goals, objectives, and other information to you. We will attempt to give advance notice of any changes or additions, although there may be occasions when policies or procedures are changed without advance notice.

As an employee of the City, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality services to the citizens and businesses in the City and to do this efficiently and effectively. You are an important part of this process because your work directly impacts and influences the services provided by the City, as well as the City's reputation and how the City is perceived by its citizens, businesses, and other branches and levels of government.

We are pleased that you have joined us and trust that you will find your job as part of our team, to be both challenging and rewarding.

Sincerely,

Jeff Reese, Mayor

Tom Barber, City Manager

Contents

<u>Statements of Philosophy, Mission and Vision</u>	<u>2</u>
<u>Statement of Our Philosophy</u>	<u>2</u>
<u>Statement of Our Mission and Vision</u>	<u>2</u>
<u>Mission Statement</u>	<u>2</u>
<u>Vision Statement</u>	<u>2</u>
<u>General Information.....</u>	<u>2</u>
<u>City Government</u>	<u>2</u>
<u>Policy Revisions & Amendments</u>	<u>2</u>
<u>Effective Date of Policies & Procedures</u>	<u>2</u>
<u>Personnel Policies</u>	<u>2</u>
<u>EEO Policy</u>	<u>2</u>
<u>Prohibited Conduct</u>	<u>2</u>
<u>Sexual or Other Unlawful Harassment</u>	<u>2</u>
<u>Americans with Disabilities Act Amendments Act (ADAAA).....</u>	<u>2</u>
<u>Family and Medical Leave Act (FMLA)</u>	<u>2</u>
<u>Scope of Policy</u>	<u>2</u>
<u>Policy</u>	<u>2</u>
<u>At-Will Policy</u>	<u>2</u>
<u>Immigration Law Compliance</u>	<u>2</u>
<u>Fraternization Policy</u>	<u>2</u>
<u>Workplace Violence Policy</u>	<u>2</u>
<u>Appointments.....</u>	<u>2</u>
<u>Regular Appointments</u>	<u>2</u>
<u>Temporary Appointments</u>	<u>2</u>
<u>Limited Term Appointments</u>	<u>2</u>

Emergency Appointments	2
Interim Appointments and Salary Adjustment Calculation	2
Probationary Period	2
Employment of Relatives	2
Promotions and Transfers	2
Promotions	2
Intra-Departmental Transfers.....	2
Inter-Departmental Transfers.....	2
Voluntary Transfer.....	2
Demotion (In-Voluntary/Voluntary)	2
Drug and Alcohol-Free Workplace Policy	2
Policy	2
Prohibited Conducts.....	2
Prohibited Substances	2
When Testing is Required	2
Pre-Employment	2
Random Testing.....	2
Reasonable Suspicion	2
Safety Sensitive Positions.....	2
Commercial Motor Vehicle Operators	2
Return to Work/Fitness for Duty	2
Positive Test Results.....	2
Employee Assistance	2
Confidentiality	2
Consumption of Alcohol While Off Duty at City Events.....	2
Tobacco and Smoke-Free Policy	2
Use of Technology Resources	2

Purpose and Application	2
Business Use Only	2
Ownership and Access to Technology Resources	2
General Guidelines for Acceptable Use	2
Installation and Use of Software	2
Discipline	2
Use of Personal Mobile Devices	2
Social Media Policy	2
Introduction	2
Applicability	2
No Interference with Job Duties	2
Use Outside of Work	2
Other City Policies	2
Disciplinary Action	2
Employment Policies	2
Code of Conduct	2
Standards of Conduct	2
Employee Privacy Policy	2
Search and Inspection of City Property	2
Confidential Information	2
Duty to Report Criminal Charges/Determinations	2
Criminal Charges	2
Criminal Determinations	2
Political Activity	2
Inclement Weather and Emergency Circumstances	2
Outside Employment	2
Gifts and Gratuities	2

Bulletin Boards/Solicitation & Distribution	2
Use of City Property	2
Dress Code	2
General Expectations	2
Jewelry, Piercings and Tattoos	2
Personal Grooming	2
Casual Fridays	2
Inappropriate Dress	2
Operating City Equipment	2
Purpose	2
Definitions	2
Applicability	2
Safety Belt Use and Maintenance	2
Distracted Driving	2
Business Use Only	2
Disciplinary Action	2
Compensation and Performance	2
Work Weeks and Hours of Work	2
Overtime	2
Meal/Break Periods	2
Nursing Mothers	2
Attendance Policy	2
Performance Reviews	2
Compensation Policy	2
Employee Benefits	2
Employee Benefits	2
Group Health, Dental and Vision Insurance	2

Life Insurance	2
Supplemental Insurance	2
Deferred Compensation Plan - 457(b)	2
Disability Insurance	2
Retirement.....	2
Employee Assistance Program	2
Discounted Participation Fees and Facility Rentals	2
Educational Assistance	2
Tuition Reimbursement Program	2
Eligibility Requirements for Tuition Assistance	2
Paid Time Off	2
Paid Holidays.....	2
Vacation and Sick Leave	2
Eligibility	2
Use of Vacation	2
Accrual of Vacation	2
Carry Over of Vacation	2
Payment for Unused, Accrued Vacation	2
Use of Sick Leave	2
Personal Leave.....	2
Donation of Leave Time	2
Jury, Civil, and Voting Leave.....	2
Bereavement Leave	2
Military Leave	2
Medical Leave	2
Personal Leave of Absence.....	2
Separations.....	2

Types of Separation	2
Return of City Property	2
Notice of Resignation	2
Job References	2
Reduction in Force.....	2
Job Abandonment	2
Statements of Philosophy, Mission and Vision	11
Statement of Our Philosophy.....	11
Statement of Our Mission and Vision	11
Mission Statement	11
Vision Statement.....	11
General Information.....	2
City Government.....	2
Policy Revisions & Amendments	2
Effective Date of Policies & Procedures	2
Personnel Policies	33
EEO Policy	33
Prohibited Conduct	33
Sexual or Other Unlawful Harassment	33
Americans with Disabilities Act Amendments Act (ADAAA).....	33
Family and Medical Leave Act (FMLA).....	44
Scope of Policy	44
Policy	55
At-Will Policy	55
Immigration Law Compliance	66
Fraternization Policy	66
Workplace Violence Policy	66

<u>Appointments</u>	<u>88</u>
<u>Regular Appointments</u>	<u>88</u>
<u>Temporary Appointments</u>	<u>88</u>
<u>Limited Term Appointments</u>	<u>88</u>
<u>Emergency Appointments</u>	<u>88</u>
<u>Interim Appointments and Salary Adjustment Calculation</u>	<u>88</u>
<u>Probationary Period</u>	<u>88</u>
<u>Employment of Relatives</u>	<u>99</u>
<u>Promotions and Transfers</u>	<u>99</u>
<u>Promotions</u>	<u>99</u>
<u>Intra-Departmental Transfers</u>	<u>99</u>
<u>Inter-Departmental Transfers</u>	<u>1010</u>
<u>Voluntary Transfer</u>	<u>1010</u>
<u>Demotion (In-Voluntary/Voluntary)</u>	<u>1010</u>
<u>Drug and Alcohol-Free Workplace Policy</u>	<u>1212</u>
<u>Policy</u>	<u>1212</u>
<u>Prohibited Conducts</u>	<u>1212</u>
<u>Prohibited Substances</u>	<u>1212</u>
<u>When Testing is Required</u>	<u>1313</u>
<u>Pre-Employment</u>	<u>1313</u>
<u>Random Testing</u>	<u>1313</u>
<u>Reasonable Suspicion</u>	<u>1313</u>
<u>Safety Sensitive Positions</u>	<u>1313</u>
<u>Commercial Motor Vehicle Operators</u>	<u>1414</u>
<u>Return to Work/Fitness for Duty</u>	<u>1414</u>
<u>Positive Test Results</u>	<u>1414</u>
<u>Employee Assistance</u>	<u>1414</u>

Confidentiality	1414
Consumption of Alcohol While Off Duty at City Events	1414
Tobacco and Smoke-Free Policy	1515
Use of Technology Resources	1616
Purpose and Application	1616
Business Use Only	1616
Ownership and Access to Technology Resources	1616
General Guidelines for Acceptable Use	1616
Installation and Use of Software	1717
Discipline	1818
Use of Personal Mobile Devices	1818
Social Media Policy	1920
Introduction	1920
Applicability	1920
No Interference with Job Duties	1920
Use Outside of Work	1920
Other City Policies	1920
Disciplinary Action	2021
Employment Policies	2122
Code of Conduct	2122
Standards of Conduct	2223
Employee Privacy Policy	2324
Search and Inspection of City Property	2324
Confidential Information	2324
Duty to Report Criminal Charges/Determinations	2324
Criminal Charges	2324
Criminal Determinations	2425

Political Activity	2425
Inelement Weather and Emergency Circumstances	2425
Outside Employment	2425
Gifts and Gratuities	2526
Bulletin Boards/Solicitation & Distribution	2526
Use of City Property	2526
Dress Code	2728
General Expectations	2728
Jewelry, Piercings and Tattoos	2728
Personal Grooming	2728
Casual Fridays	2728
Inappropriate Dress	2829
Operating City Equipment	2930
Purpose	2930
Definitions	2930
Applicability	2930
Safety Belt Use and Maintenance	3031
Distracted Driving	3031
Business Use Only	3031
Disciplinary Action	3031
Compensation and Performance	3132
Work Weeks and Hours of Work	3132
Overtime	3132
Meal/Break Periods	3132
Nursing Mothers	3132
Attendance Policy	3132
Performance Reviews	3233

Compensation Policy	3333
Employee Benefits	3435
Employee Benefits	3435
Group Health, Dental and Vision Insurance	3435
Life Insurance	3435
Supplemental Insurance	3536
Deferred Compensation Plan – 457(b)	3536
Disability Insurance	3536
Retirement	3536
Employee Assistance Program	3536
Discounted Participation Fees and Facility Rentals	3536
Educational Assistance	3637
Tuition Reimbursement Program	3637
Conditions of Educational Reimbursement Eligibility	3738
Paid Time Off	3839
Paid Holidays	3839
Vacation and Sick Leave	3839
Eligibility	3839
Accrual of Vacation	3939
Use of Vacation	3940
Carry Over of Vacation	3940
Payment for Unused, Accrued Vacation	3940
Use of Sick Leave	4040
Personal Leave	4041
Donation of Leave Time	4041
Jury, Civil, and Voting Leave	4041
Bereavement Leave	4041

Military Leave	4141
Medical Leave	4142
Personal Leave of Absence	4142
Separations	4343
Types of Separation	4343
Return of City Property	4343
Notice of Resignation	4343
Job References	4343
Reduction in Force	4343
Job Abandonment	4444
Statements of Philosophy, Mission and Vision	1
Statement of Our Philosophy	1
Statement of Our Mission and Vision	1
Mission Statement	1
Vision Statement	1
General Information	2
City Government	2
Policy Revisions & Amendments	2
Effective Date Of Policies & Procedures	2
Personnel Policies	3
EEO Policy	3
Prohibited Conduct	3
Sexual or Other Unlawful Harassment	3
Americans with Disabilities Act Amendments Act (ADAAA)	3
Family and Medical Leave Act (FMLA)	4
Scope of Policy	4
Policy	5

At-Will Policy.....	5
Immigration Law Compliance	6
Fraternization Policy.....	6
Workplace Violence Policy	6
Appointments.....	8
Regular Appointments	8
Temporary Appointments.....	8
Limited Term Appointments	8
Emergency Appointments	8
Interim Appointments and Salary Adjustment Calculation.....	8
Probationary Period	8
Employment of Relatives	9
Promotions and Transfers	9
Promotions.....	9
Intra-Departmental Transfers.....	9
Inter-Departmental Transfers.....	10
Voluntary Transfer.....	10
Demotion (In-Voluntary/Voluntary)	10
Drug and Alcohol-Free Workplace Policy	12
Policy	12
Prohibited Conducts.....	12
Prohibited Substances	12
When Testing is Required	13
Pre-Employment	13
Random Testing.....	13
Reasonable Suspicion	13
Safety Sensitive Positions.....	13

Commercial Motor Vehicle Operators	14
Return to Work/Fitness for Duty	14
Positive Test Results	14
Employee Assistance	14
Confidentiality	14
Consumption of Alcohol While Off Duty at City Events	14
Tobacco and Smoke-Free Policy	15
Use of Technology Resources	16
Purpose and Application	16
Business Use Only	16
Ownership and Access to Technology Resources	16
General Guidelines for Acceptable Use	16
Installation and Use of Software	17
Discipline	18
Use of Personal Mobile Devices	18
Social Media Policy	20
Introduction	20
Applicability	20
No Interference with Job Duties	20
Use Outside of Work	20
Other City Policies	20
Disciplinary Action	21
Employment Policies	22
Code of Conduct	22
Standards of Conduct	23
Employee Privacy Policy	24
Search and Inspection of City Property	24

Confidential Information	24
Duty to Report Criminal Charges/Determinations	24
Criminal Charges	24
Criminal Determinations	25
Political Activity	25
Inelegant Weather and Emergency Circumstances	25
Outside Employment	25
Gifts and Gratuities	26
Bulletin Boards/Solicitation & Distribution	26
Use of City Property	26
Dress Code	28
General Expectations	28
Jewelry, Piercings and Tattoos	28
Personal Grooming	28
Casual Fridays	28
Inappropriate Dress	29
Operating City Equipment	30
Purpose	30
Definitions	30
Applicability	30
Safety Belt Use and Maintenance	31
Distracted Driving	31
Business Use Only	31
Disciplinary Action	31
Compensation and Performance	32
Work Weeks and Hours of Work	32
Overtime	32

Meal/Break Periods	32
Nursing Mothers	32
Attendance Policy	32
Performance Reviews	33
Compensation Policy	33
Employee Benefits	35
Employee Benefits	35
Group Health, Dental and Vision Insurance	35
Life Insurance	35
Supplemental Insurance	36
Deferred Compensation Plan – 457(b)	36
Disability Insurance	36
Retirement	36
Employee Assistance Program	36
Educational Assistance	36
Tuition Reimbursement Program	37
Conditions of Educational Reimbursement Eligibility	37
Discounted Participation Fees and Facility Rentals	39
Paid Time Off	40
Paid Holidays	40
Vacation and Sick Leave	40
Eligibility	40
Accrual of Vacation	40
Use of Vacation	41
Carry Over of Vacation	41
Payment for Unused, Accrued Vacation	41
Use of Sick Leave	41

Personal Leave	42
Donation of Leave Time	42
Jury, Civil, and Voting Leave	42
Bereavement Leave	42
Military Leave	42
Medical Leave	43
Personal Leave of Absence	43
Separations	44
Types of Separation	44
Return of City Property	44
Notice of Resignation	44
Job References	44
Reduction in Force	44
Job Abandonment	45
	
<i>The City of Villa Rica</i>	i
Statement of Philosophy, Mission	1
and Vision	1
Statement of Our Philosophy	1
Statement of Our Mission and Vision	1
Mission Statement	1
Vision Statement	1
General Information	2

City Government	2
Policy Revisions & Amendments	2
Effective Date Of Policies & Procedures	2
Personnel Policies	3
EEO Policy	3
Prohibited Conduct	3
Sexual or Other Unlawful Harassment	3
Americans with Disabilities Act Amendments Act (ADAAA)	3
Family and Medical Leave Act (FMLA)	4
Scope of Policy	4
Policy	5
At-Will Policy	5
Immigration Law Compliance	6
Fraternization Policy	6
Workplace Violence Policy	6
Appointments	8
Regular Appointments	8
Temporary Appointments	8
Limited Term Appointments	8
Emergency Appointments	8
Interim Appointments and Salary Adjustment Calculation	8
Probationary Period	8
Employment of Relatives	9
Promotions and Transfers	9
Promotions	9
Intra-Departmental Transfers	9
Inter-Departmental Transfers	10

Voluntary Transfer.....	10
Demotion (In-Voluntary/Voluntary)	10
Drug and Alcohol-Free Workplace Policy	12
Policy	12
Prohibited Conducts.....	12
Prohibited Substances	12
When Testing is Required	13
Pre-Employment	13
Random Testing.....	13
Reasonable Suspicion	13
Safety Sensitive Positions	13
Commercial Motor Vehicle Operators	14
Return to Work/Fitness for Duty	14
Positive Test Results	14
Employee Assistance	14
Confidentiality	14
Consumption of Alcohol While Off Duty at City Events.....	14
Tobacco and Smoke-Free Policy	15
Use of Technology Resources	16
Purpose and Application	16
Business Use Only	16
Ownership and Access to Technology Resources	16
General Guidelines for Acceptable Use	16
Installation and Use of Software	17
Discipline	18
Use of Personal Mobile Devices	18
Social Media Policy	20

Introduction.....	20
Applicability.....	20
No Interference with Job Duties.....	20
Use Outside of Work.....	20
Other City Policies.....	20
Disciplinary Action.....	21
Employment Policies.....	22
Code of Conduct.....	22
Standards of Conduct.....	23
Employee Privacy Policy.....	24
Search and Inspection of City Property.....	24
Confidential Information.....	24
Duty to Report Criminal Charges/Determinations.....	24
Criminal Charges.....	24
Criminal Determinations.....	25
Political Activity.....	25
Inclement Weather and Emergency Circumstances.....	25
Outside Employment.....	25
Gifts and Gratuities.....	26
Bulletin Boards/Solicitation & Distribution.....	26
Use of City Property.....	26
Dress Code.....	28
General Expectations.....	28
Jewelry, Piercings and Tattoos.....	28
Personal Grooming.....	28
Casual Fridays.....	28
Inappropriate Dress.....	29

<u>Operating City Equipment</u>	<u>30</u>
<u>Purpose</u>	<u>30</u>
<u>Definitions</u>	<u>30</u>
<u>Applicability</u>	<u>30</u>
<u>Safety Belt Use and Maintenance</u>	<u>31</u>
<u>Distracted Driving</u>	<u>31</u>
<u>Business Use Only</u>	<u>31</u>
<u>Disciplinary Action</u>	<u>31</u>
<u>Compensation and Performance</u>	<u>32</u>
<u>Work Weeks and Hours of Work</u>	<u>32</u>
<u>Overtime</u>	<u>32</u>
<u>Meal/Break Periods</u>	<u>32</u>
<u>Nursing Mothers</u>	<u>32</u>
<u>Attendance Policy</u>	<u>32</u>
<u>Performance Reviews</u>	<u>33</u>
<u>Compensation Policy</u>	<u>33</u>
<u>Employee Benefits</u>	<u>35</u>
<u>Employee Benefits</u>	<u>35</u>
<u>Group Health, Dental and Vision Insurance</u>	<u>35</u>
<u>Life Insurance</u>	<u>35</u>
<u>Supplemental Insurance</u>	<u>36</u>
<u>Deferred Compensation Plan – 457(b)</u>	<u>36</u>
<u>Disability Insurance</u>	<u>36</u>
<u>Retirement</u>	<u>36</u>
<u>Employee Assistance Program</u>	<u>36</u>
<u>Educational Assistance</u>	<u>36</u>
<u>Tuition Reimbursement Program</u>	<u>37</u>

Conditions of Educational Reimbursement Eligibility	37
Discounted Participation Fees and Facility Rentals	39
Paid Time Off	40
Paid Holidays	40
Vacation and Sick Leave	40
Eligibility	40
Accrual of Vacation	40
Use of Vacation	41
Carry Over of Vacation	41
Payment for Unused, Accrued Vacation	41
Use of Sick Leave	41
Personal Leave	42
Donation of Leave Time	42
Jury, Civil, and Voting Leave	42
Bereavement Leave	42
Military Leave	42
Medical Leave	43
Personal Leave of Absence	43
Separations	44
Types of Separation	44
Return of City Property	44
Notice of Resignation	44
Job References	44
Reduction in Force	44
Job Abandonment	45



	1
Statement of Our Philosophy	1
Statement of Our Mission and Vision	1
General Personnel Policies	3
EEO Policy	3
Prohibited Conduct	3
Sexual or Other Unlawful Harassment	3
Americans with Disabilities Act Amendments Act (ADAAA)	4
Family and Medical Leave Act (FMLA)	5
Scope of Policy	5
Policy	5
Workers' Compensation	13
Immigration Law Compliance	13
At-Will Policy	14
Introduction Period Probationary Period	14
Reduction in Force	14
Fraternization Policy	15
Workplace Violence Policy	15
Policy	16
Prohibited Conducts	17
Prohibited Substances	17
Employee Assistance	19

Confidentiality	19
Consumption of Alcohol While Off Duty at City Events	19
Filling Vacant Positions	19
Recruitment for Vacant Positions	20
Employment Application Forms	20
Disqualification	20
Selection	21
Appointment of Positions and Department Heads	21
Employment of Relatives	22
Approved Exceptions from Vacancy Announcements	22
Regular Appointments	23
Temporary Appointments	23
Limited Term Appointments	23
Emergency Appointments	23
Re-Employment (Break in Service)	24
Use of Technology Resources	25
Purpose and Application	25
Business Use Only	25
Ownership and Access to Technology Resources	25
General Guidelines for Acceptable Use	26
Installation and Use of Software	27
Discipline	27
Use of Personal Mobile Devices	28
Applicability	28
No Interference with Job Duties	29
Use Outside of Work	29
Other City Policies	29

Disciplinary Action	29
Political Activity	30
Inclement Weather and Emergency Circumstances	30
Outside Employment	30
Confidential Information	31
Gifts and Gratuities	31
Use and Return of City Property	31
Dress Code	32
General Expectations	32
Non-Interference with Administration	33
Purpose	33
Deftions	33
Applicability	34
Safety Belt Use and Maintenance	34
Distracted Driving	35
Business Use Only	35
Notification of Accidents	35
Disciplinary Action	35
Emergency Procedures Policy	35
Work Weeks and Hours of Work	37
Overtime	37
Meal/Break Periods	37
Attendance Policy	37
Performance Reviews	38
Compensation Policy	39
Pay Ranges	39
Pay Increases	39

On Call/Call out Pay	39
Payroll Advances	39
Recording Your Time	39
Pay Period	40
Payroll Deductions	40
Employee Privacy Policy	41
Search and Inspection of City Property	41
Code of Conduct	41
Standards of Conduct	43
Bulletin Boards/Solicitation & Distribution	44
Duty to Report Criminal Charges/Determinations Criminal charges:	44
Employee Benefits	45
Health, Dental and Vision Insurance	45
Life Insurance	45
Supplemental Insurance	46
Deferred Compensation Plan	46
Disability Insurance	46
Retirement	46
Employee Assistance Program	46
Educational Assistance	47
Training Policy	47
Holidays	48
Paid Time Off	48
Purpose	48
Eligibility	49
Accrual of Vacation	49
Use of Vacation	49

Carry Over of Vacation	49
Payment for Unused, Accrued Vacation	49
Use of Sick Leave	50
Donation of Leave Time	50
Jury, Civil, and Voting Leave	50
Bereavement Leave	50
Military Leave	51
Medical Leave	51
Personal Leave of Absence	52
Types of Separation	52
Return of City Property	52
Notice of Resignation	52
Job References	53
Reduction in Force	53
Termination Procedure for Job Abandonment	54
Complaint Procedure and Progressive Discipline	54
Retaliation	54
Intentionally False Claims	55
Appeal Process	57
	1
Statement of Our Philosophy	11
Statement of Our Mission and Vision	11
General Personnel Policies	33

EEO Policy	33
Prohibited Conduct	33
Sexual or Other Unlawful Harassment	33
Americans with Disabilities Act Amendments Act (ADAAA)	44
Family and Medical Leave Act (FMLA)	55
Scope of Policy	55
Policy	55
Workers' Compensation	1313
Immigration Law Compliance	1313
At-Will Policy	1414
Introduction Period	1414
Reduction in Force	1414
Fraternization Policy	1515
Workplace Violence Policy	1616
Policy	1616
Prohibited Conducts	1717
Prohibited Substances	1717
Employee Assistance	1919
Confidentiality	1919
Consumption of Alcohol While Off Duty at City Events	1919
Recruitment and Selection	2020
Filling Vacant Positions	2020
Recruitment for Vacant Positions	2020
Employment Application Forms	2020
Disqualification	2121
Selection	2121
Appointment of Positions and Department Heads	2222

Employment of Relatives	2222
Approved Exceptions from Vacancy Announcements	2323
Types of Appointments	2323
Regular Appointments	2323
Temporary Appointments	2323
Limited Term Appointments	2323
Emergency Appointments	2424
Re-Employment (Break in Service)	2424
Use of Technology Resources	2525
Purpose and Application	2525
Business Use Only	2525
Ownership and Access to Technology Resources	2525
General Guidelines for Acceptable Use	2626
Installation and Use of Software	2727
Discipline	2727
Use of Personal Mobile Devices	2727
Applicability	2828
No Interference with Job Duties	2929
Use Outside of Work	2929
Other City Policies	2929
Disciplinary Action	2929
Political Activity	3030
Inclement Weather	3030
Outside Employment	3030
Confidential Information	3131
Gifts and Gratuities	3131
Use and Return of City Property	3131

<u>Dress Code.....</u>	<u>3232</u>
<u>General Expectations.....</u>	<u>3232</u>
<u>Non-Interference with Administration.....</u>	<u>3333</u>
<u>Operating City Equipment.....</u>	<u>3333</u>
<u>Purpose.....</u>	<u>3333</u>
<u>Deftions.....</u>	<u>3333</u>
<u>Applicability.....</u>	<u>3434</u>
<u>Safety Belt Use and Maintenance.....</u>	<u>3434</u>
<u>Distracted Driving.....</u>	<u>3535</u>
<u>Business Use Only.....</u>	<u>3535</u>
<u>Notification of Accidents.....</u>	<u>3535</u>
<u>Disciplinary Action.....</u>	<u>3535</u>
<u>Emergency Procedures Policy.....</u>	<u>3636</u>
<u>Work Weeks and Hours of Work.....</u>	<u>3737</u>
<u>Overtime.....</u>	<u>3737</u>
<u>Meal/Break Periods.....</u>	<u>3737</u>
<u>Attendance Policy.....</u>	<u>3737</u>
<u>Performance Reviews.....</u>	<u>3838</u>
<u>Compensation Policy.....</u>	<u>3939</u>
<u>Pay Ranges.....</u>	<u>3939</u>
<u>Pay Increases.....</u>	<u>3939</u>
<u>On Call/Call-out Pay.....</u>	<u>3939</u>
<u>Payroll Advances.....</u>	<u>3939</u>
<u>Recording Your Time.....</u>	<u>3939</u>
<u>Pay Period.....</u>	<u>4040</u>
<u>Payroll Deductions.....</u>	<u>4040</u>
<u>Employee Expectations.....</u>	<u>4141</u>

Employee Privacy Policy	4141
Search and Inspection of City Property	4141
Code of Conduct	4141
Standards of Conduct	4343
Bulletin Boards/Solicitation & Distribution	4444
Duty to Report Criminal Charges/Determinations Criminal charges:	4444
Employee Benefits	4545
Health, Dental and Vision Insurance	4545
Life Insurance	4545
Supplemental Insurance	4646
Deferred Compensation Plan	4646
Disability Insurance	4646
Retirement	4646
Employee Assistance Program	4646
Educational Assistance	4747
Training Policy	4747
Holidays	4848
Paid Time Off	4848
Purpose	4848
Eligibility	4949
Accrual of Vacation	4949
Use of Vacation	4949
Carry Over of Vacation	4949
Payment for Unused, Accrued Vacation	4949
Use of Sick Leave	5050
Donation of Leave Time	5050
Jury, Civil, and Voting Leave	5050

Bereavement Leave	5050
Military Leave	5151
Medical Leave:	5151
Personal Leave of Absence	5252
Types of Separation	5252
Return of City Property	5252
Notice of Resignation	5252
Job References	5353
Reduction in Force	5353
Termination Procedure for Job Abandonment	5454
Complaint Procedure and Progressive Discipline	5454
Retaliation	5454
Intentionally False Claims	5555
Appeal Process	5757
	1
Statement of Our Philosophy	1
Statement of Our Mission and Vision	1
General Personnel Policies	3
EEO Policy	3
Prohibited Conduct	3
Sexual or Other Unlawful Harassment	3
Americans with Disabilities Act Amendments Act (ADAAA)	4
Family and Medical Leave Act (FMLA)	5

Scope of Policy	5
Policy	5
Workers' Compensation	13
Immigration Law Compliance	13
At-Will Policy	14
Introduction Period	14
Reduction in Force	14
Fraternization Policy	15
Workplace Violence Policy	16
Policy	16
Prohibited Conducts	17
Prohibited Substances	17
Employee Assistance	19
Confidentiality	19
Consumption of Alcohol While Off Duty at City Events	19
Recruitment and Selection	20
Filling Vacant Positions	20
Recruitment for Vacant Positions	20
Employment Application Forms	20
Disqualification	21
Selection	21
Appointment of Positions and Department Heads	22
Employment of Relatives	22
Approved Exceptions from Vacancy Announcements	23
Types of Appointments	23
Regular Appointments	23
Temporary Appointments	23

Limited Term Appointments	23
Emergency Appointments	24
Re-Employment (Break in Service)	24
Use of Technology Resources	25
Purpose and Application	25
Business Use Only	25
Ownership and Access to Technology Resources	25
General Guidelines for Acceptable Use	2526
Installation and Use of Software	2527
Discipline	2527
Use of Personal Mobile Devices	2527
Applicability	2528
No Interference with Job Duties	2529
Use Outside of Work	2529
Other City Policies	2529
Disciplinary Action	2529
Political Activity	2530
Inclement Weather	2530
If inclement weather or other emergency circumstances require the closure of City offices, the City may grant employees paid or unpaid time off in its discretion depending on the circumstances, which shall be determined on a case-by-case basis by the City Manager. Salaried exempt employees will be paid in accordance with the Fair Labor Standards Act. Any time taken off by employees due to inclement weather or other emergency circumstances, but where City offices are not closed, is to be used as any available, accrued vacation or will be unpaid.	
Outside Employment	2530
Confidential Information	2531
Gifts and Gratuities	2531
Use and Return of City Property	2531
Dress Code	2532

General Expectations	2532
Non-Interference with Administration	2533
Operating City Equipment	2533
Purpose	2533
Deftions	2533
Applicability	2534
Safety Belt Use and Maintenance	2534
Distracted Driving	2535
Business Use Only	2535
Notification of Accidents	2535
Disciplinary Action	2535
Emergency Procedures Policy	2536
Compensation and Performance	2537
Work Weeks and Hours of Work	2537
Overtime	2537
Meal/Break Periods	2537
Attendance Policy	2537
Performance Reviews	2538
Compensation Policy	2539
Pay Ranges	2539
Pay Increases	2539
On Call/Call-out Pay	2539
Payroll Advances	2539
Recording Your Time	2539
Pay Period	2540
Payroll Deductions	2540
Chapter Seven: Employee Expectations	2541

Employee Privacy Policy	2541
Search and Inspection of City Property	2541
Code of Conduct	2541
Standards of Conduct	2543
Bulletin Boards/Solicitation & Distribution	2544
Duty to Report Criminal Charges/Determinations Criminal charges:	2544
<u>An employee of the City of Villa Rica who is charged with a crime (other than a minor traffic offense and/or local ordinance violation) shall report having been charged to his or her supervisor within 3 days of becoming aware of such charge. The employee shall report the crime(s) he or she has been charged with, and provide documentation of the charges upon request. Within 3 days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is immediately warranted.</u>	
	2544
<u>Criminal Determinations: Within 3 days of the employee receiving a disposition of the criminal charges, he or she will notify his/her supervisor and provide documentation of the disposition. Within 3 days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is warranted. Failure to report under this policy may result in disciplinary action, including termination of employment</u>	
	2544
Employee Benefits	2545
Health, Dental and Vision Insurance	2545
Life Insurance	2545
Supplemental Insurance	2546
Deferred Compensation Plan	2546
Disability Insurance	2546
Retirement	2546
Employee Assistance Program	2546
Educational Assistance	2547
Training Policy	2547
Holidays	2548
Paid Time Off	2548
Purpose	2548
Eligibility	2549

<u>Accrual of Vacation</u>	<u>2549</u>
<u>Use of Vacation</u>	<u>2549</u>
<u>Carry Over of Vacation</u>	<u>2549</u>
<u>Payment for Unused, Accrued Vacation</u>	<u>2549</u>
<u>Use of Sick Leave</u>	<u>2550</u>
<u>Donation of Leave Time</u>	<u>2550</u>
<u>Jury, Civil, and Voting Leave</u>	<u>2550</u>
<u>Bereavement Leave</u>	<u>2550</u>
<u>Military Leave</u>	<u>2551</u>
<u>Medical Leave:</u>	<u>2551</u>
Once the twelve-week period of FMLA leave is exhausted, and employee is unable to return to work, the employee may request to extend the medical leave for a period not to exceed an additional twelve (12) weeks. The request must be in writing and delivered to the direct supervisor and department head for review. The Department Head will make a recommendation to the City Manager for final decision. The City reserves the right to grant less than the full twelve weeks.	<u>2551</u>
<u>Personal Leave of Absence</u>	<u>2552</u>
<u>Separations</u>	<u>2552</u>
<u>Types of Separation</u>	<u>2552</u>
<u>Return of City Property</u>	<u>2552</u>
<u>Notice of Resignation</u>	<u>2552</u>
<u>Job References</u>	<u>2553</u>
<u>Reduction in Force</u>	<u>2553</u>
<u>Termination Procedure for Job Abandonment</u>	<u>2554</u>
<u>Complaint Procedure and Progressive Discipline</u>	<u>2554</u>
<u>Retaliation</u>	<u>2554</u>
<u>Intentionally False Claims</u>	<u>2555</u>
<u>Appeal Process</u>	<u>2557</u>



Statement of Our Philosophy	11111
Statement of Our Mission and Vision	11111
Chapter One: Equal Employment Opportunity	33333
Section 100.000— EEO Policy	33333
Section 110.000— Prohibited Conduct	33333
Section 130.000— Sexual or Other Unlawful Harassment	33333
Section 140.000— Americans with Disabilities Act Amendments Act (ADAAA)	44444
Section 150.000— Workers' Compensation	131313135
Section 160.000— Immigration Law Compliance	131313135
Chapter Two: Complaint Procedure and Progressive Discipline	202020206
Section 210.000— Retaliation	5456Error! Bookmark not defined.
Section 230.000— Intentionally False Claims	202020206
Section 240.000— Progressive Discipline	202020207
Section 250.000— Appeal Process	202020208
Chapter Three: Recruitment and Selection	202020209
Section 300.000— Filling Vacant Positions	202020209
Section 310.000— Recruitment for Vacant Positions	202021219
Section 320.000— Employment Application Forms	202021219
Section 340.000— Disqualification	2020212110
Section 350.000— Selection	2121222210
Section 360.000— Appointment of Positions and Department Heads	2222222211
Section 370.000— Employment of Relatives	2222232311

Section 380.000— Approved Exceptions from Vacancy Announcements	2222232312
Chapter Four: Employment Policies and Procedures	2525252513
Section 400.000— At-Will Policy	2525252513
Section 410.000— Introduction Period	2525252513
Section 420.000— Reduction in Force	2525252513
Section 430.000— Fraternization Policy	2525252514
Section 440.000— Workplace Violence Policy	2525252515
Section 450.000— Drug and Alcohol Free Workplace Policy	2525262615
Section 450.700— Consumption of Alcohol While Off Duty at City Events	2525292918
Section 460.000— Use of Technology Resources	2525292918
Section 470.000— Use of Personal Mobile Devices	2728323222
Section 480.000— Social Media Policy	2828333322
Section 490.000— Political Activity	3030343424
Section 4000.000— Inclement Weather and Emergency Circumstances	3334353524
Section 4100.000— Safe Driving Policy	3334353525
Section 4200.000— Emergency Procedures Policy	3636383827
Section 4300.000— Outside Employment	3637393928
Section 4400.000— Confidential Information	3637393928
Section 4500.000— Gifts and Gratuities	3637393929
Section 4600.000— Use and Return of City Property	3637404029
Section 4700.000— Dress Code	3637404029
Chapter Five: Types of Appointments	3738424232
Section 500.000— Regular Appointments	3738424232
Section 510.000— Temporary Appointments	3738424232
Section 520.000— Limited Term Appointments	3738424232
Section 530.000— Emergency Appointments	3738424232
Section 540.000— Re-Employment (Break in Service)	3738424232

Chapter Six: Compensation and Performance	3738434333
Section 600.000 — Overtime	3738434334
Section 610.000 — Meal/Break Periods	3738434334
Section 620.000 — Attendance Policy	3738434334
Section 630.000 — Work Weeks and Hours of Work	3738434334
Section 640.000 — Performance Reviews	3839444435
Section 650.000 — Compensation Administration	3940454536
Section 650.100 — Compensation Policy	3940454536
Section 650.200 — Pay Ranges	3940454536
Section 650.300 — Pay Increases	3940454536
Section 650.400 — Advances	3940454536
Section 660.000 — Recording Your Time	3940464637
Section 670.000 — Pay Period	4041464637
Section 680.000 — Payroll Deductions	4041464637
Section 690.000 — On Call/Call out Pay	4041464637
Chapter Seven: Employee Expectations	4142474738
Section 700.000 — Employee Privacy Policy	4142474738
Section 710.000 — Search and Inspection of City Property	4142474738
Section 720.000 — Code of Conduct	4142474738
Section 730.000 — Standards of Conduct	4344494940
Section 740.000 — Bulletin Boards/Solicitation & Distribution	4445505041
Chapter Eight: Employee Benefits	4546515142
Section 800.000 — Employee Benefits	4546515142
Section 810.000 — Health, Dental and Vision Insurance	4546515142
Section 820.000 — Life Insurance	4546515142
Section 830.000 — Supplemental Insurance	4647525243
Section 840.000 — Deferred Compensation Plan	4647525243

Section 850.000 — Disability Insurance	<u>4647525243</u>
Section 860.000 — Retirement	<u>4647525243</u>
Section 870.000 — Employee Assistance Program	<u>4647525243</u>
Section 880.000 — Educational Assistance	<u>4748535344</u>
Section 890.000 — Training Policy	<u>4748535344</u>
Chapter Nine: Types of Leave	Error! Bookmark not defined.
Section 900.000 — Holidays	<u>4849545445</u>
Section 910.000 — Paid Time Off	<u>4849545445</u>
Section 910.100 — Purpose	<u>4849545445</u>
Section 910.200 — Eligibility	<u>4950545445</u>
Section 910.300 — Accrual of Vacation	<u>4950555546</u>
Section 910.400 — Carry Over of Vacation	<u>4950555546</u>
Section 910.600 — Payment for Unused, Accrued Vacation	<u>4950555546</u>
Section 910.700 — Use of Vacation	<u>4950555546</u>
Section 910.800 — Use of Sick Leave	<u>5051565647</u>
Section 910.900 — Donation of Leave Time	<u>5051565647</u>
Section 920.000 — Jury, Civil, and Voting Leave	<u>5051565647</u>
Section 930.000 — Bereavement Leave	<u>5052575748</u>
Section 940.000 — Military Leave	<u>5152575748</u>
Section 950.000 — Personal Leave of Absence	<u>5253585849</u>
Section 960.000 — Family and Medical Leave Act (FMLA)	<u>5253585849</u>
Chapter Ten: Separations	Error! Bookmark not defined.
Section 1000.000 — Types of Separation	Error! Bookmark not defined.
Section 1100.000 — Return of City Property	Error! Bookmark not defined.
Section 1200.000 — Notice of Resignation	Error! Bookmark not defined.
Section 1300.000 — Job References	Error! Bookmark not defined.

The
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City of Villa Rica

Statement of Philosophy, Mission
Vision

Statements of Philosophy, Mission and Vision

Statement of Our Philosophy

We believe Villa Rica deserves quality services delivered in a professional, courteous and efficient manner. We are dedicated to the excellence of services to the citizens and businesses in the City.

We recognize that people are our most valuable asset in delivering services to the citizens and businesses in the City and we believe that each employee deserves:

- A challenging, satisfying, positive, and rewarding work environment;
- Respect, recognition, and reward;
- A safe, healthy, discrimination free, and drug free work place; and
- The opportunity to pursue and achieve their personal and career goals.

Statement of Our Mission and Vision

Mission Statement

The City of Villa Rica, with its hometown charm, provides services with integrity, a skilled workforce, economic development opportunities, while ensuring fiscal responsibility in a safe environment.

Vision Statement

The City of Villa Rica, a safe, thriving, and diverse community that seeks to enhance the quality of life, preserve its historic character, while promoting well-planned growth.

General Information



CITY GOVERNMENTCity Government

The City of Villa Rica operates under a council-manager form of government which includes a Mayor, five Council Members, and a City Manager. The City Council provides for the execution of all powers, functions, rights, privileges, duties and immunities of the City and its officers, agencies and employees. The City Council appoints a City Manager who is responsible for proper administration of all the affairs of the City, including the implementation and execution of the Personnel Rules, Regulations, Procedures, and Policies.

Policy Revisions & Amendments

The Director of Human Resources may make revisions to or recommend amendments to these policies, as necessary. Upon doing so, the Director of Human Resources will present the changes to the City Manager. If agreeable, final approval will be made by the City Council.

Effective Date Of Policies & Procedures

Policies and Procedures will become effective upon adoption by the City of Villa Rica and will supersede and repeal the old policies. All policies or parts of policies in conflict with these policies are herewith repealed.

through the City Manager.

The City of Villa Rica

Purpose of the Handbook

This Handbook is designed as an advisory guide to assist the City and its supervisors with the effective management of personnel. The guidelines contained in this Handbook are not binding on the City and may be changed, interpreted, modified, revoked, suspended, terminated, or added to by the City, in whole or in part, at any time, at the City's sole option, and without prior notice to employees. This Handbook is not meant to address every conceivable situation or issue that may arise in the workplace or to create specific policy to be applied in every instance. Instead, this Handbook is intended only to give supervisors general advice concerning personnel decisions. Of course, this Handbook and any practice or policy of the City

Last Updated April 19, 2018 | Page

46

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23, 2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

will be applied consistent with all applicable laws and regulations. This Handbook revokes, replaces, and supersedes any prior Handbooks, policies, or procedures previously in place and makes ineffective any verbal or written representations contrary to this Handbook, unless expressly approved by the City Council.

Nothing in this Handbook is intended to, nor shall it be construed to create, a contract of employment of any kind or a property right or entitlement to employment, continued employment, or any specific terms or conditions of employment. Nothing in this Handbook is intended to provide any assurance of continued employment. The only exception to this policy is a written employment agreement approved at the discretion of the City Council. Otherwise, all employment with the City is at will and for no specific period of time and may be terminated at any time and for any reason or no reason at all, with or without advance notice.

Chapter One: Equal Employment Opportunity General Personnel Policies

Section 100.000 — EEO Policy

The City is committed to maintaining a workplace that is free of inappropriate or unlawful conduct on the basis of race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or other protected status as provided by law. In keeping with this commitment, the City prohibits the unlawful treatment of employees, including harassment, discrimination, and retaliation, by anyone, including any supervisor, coworker, contractor, subcontractor, vendor, or citizen of the City. It is the City's policy to comply with all applicable federal, state, and local laws.

Section 110.000 — Prohibited Conduct

Discrimination, harassment, retaliation, and/or improper conduct consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. This relates to all aspects of employment, including but not limited to, recruitment, hiring, placement, promotion, demotion, transfer, lay-off, recall, discipline, termination, compensation, and benefits. All such conduct is prohibited.

Section 130.000 — Sexual or Other Unlawful Harassment

Unlawful harassment can take many forms, and includes conduct based on an individual's sex as well as his or her race, color, religion, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on a protected class constitute harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; sexually oriented or protected-status "kidding" or "teasing;" "practical jokes;" jokes about protected-status traits; foul or obscene language or gestures; displays of foul, obscene, or offensive material and protected-status traits; sexually-related or protected-status related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body.

The City prohibits any type of sexual or other unlawful harassment. Any person who feels that he or she has witnessed or been subject to harassment should follow the City's Complaint Procedure set forth in this Handbook.

Section 140.000 — Americans with Disabilities Act Amendments Act (ADAAA)

It is the City's policy to provide equal employment opportunity to applicants and employees with covered disabilities under the Americans with Disabilities Act ("ADA") or other applicable law. This policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, the City will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodations present an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

A disability is defined as an impairment that substantially limits a major life activity or having a record of such an impairment or being regarded as having such an impairment. A disability has been broadly defined and has been found to include, but are not limited to:

- Alcoholism
- Eating Disorders
- Fragrance sensitivity
- Allergies
- Sleep Disorders
- Personality Disorders
- Epilepsy
- Diabetes
- Cancer
- HIV
- Learning Disabilities

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. The City is not required, however, to provide an accommodation if doing so would cause an undue hardship to the City or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. To request an accommodation, which may include unpaid leave or modification of your working environment, an individual should complete an Accommodation Request Form (which is available from City Clerk) and return it to the ~~Human Resources Manager~~Human Resources Director.

Upon receiving a request for accommodation, the City will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. During this process, the City may request reasonable documentation, including medical documentation, of the individual's disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, the City will take every reasonable effort to ensure confidentiality during the review process.

Individuals will be notified of the City's decision regarding their request for an accommodation. Any individual believing that a reasonable accommodation has not been provided should follow the City's Complaint Procedure set forth in this Chapter Handbook

Section 960.000150.000—Family and Medical Leave Act (FMLA)

Section 960150.100—Scope of Policy

The Family and Medical Leave Act of 1993 ("FMLA") provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those employers and employees who are protected based on the provisions of the FMLA.

In addition to the information on the Notice following this Policy (identified as Employee Rights and Responsibilities), the following information is provided to explain the employee's rights and obligations when requesting a family or medical leave.

POLICY Policy

It is the policy of The City of Villa Rica to provide eligible employees up to twelve (12) weeks of unpaid leave under the FMLA for one or more of the following reasons:

- (1) Birth of a child and to care for the newborn child;
- (2) Adoption or foster placement of a child with the employee;
- (3) To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
- (4)— -Serious health condition of employee that prevents the employee from performing the job functions; and
- (5)—(5)— Any qualifying exigency arising from the fact that the employee's family member (the covered ~~military~~covered military ~~member~~military member) ~~is~~member) ~~—on~~is ~~—active~~on ~~duty~~active ~~—or~~duty or has been notified of an impending deployment in support of a contingency operation. ~~Qualifying exigencies~~Qualifying exigencies ~~are~~exigencies are defined as short-notice deployment (deployment (seven or less calendar days); military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation (up to five days per instance); post-deployment activities; additional activities where the City and employee agree that the leave is an exigency and agree to both timing and duration of the leave.

The City of Villa Rica will provide eligible employees up to twenty-six (26) weeks of unpaid Military Caregiver Leave under the FMLA to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Please note that this leave is available for the care of current service members and covered veterans.

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered service member. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations.

All requests for intermittent or reduced schedule FMLA purposes must be submitted to Human Resources for review.

~~(iv) Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and~~

~~(v) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.~~

(3) The phrase "authorized to practice in the State" as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions.

"Intermittent leave" is FMLA leave taken in separate blocks of time due to a single qualifying reason.

~~“Next of Kin” of a covered service membermember’s blood relative other than the covered service member’s spouse, parent, son or daughter, in the following order of priority: blood relatives granted legal custody, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative for purposes of FMLA caregiver leave.~~

~~"Outpatient Status," with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.~~

"Parent" means a biological parent or one who acted in place of a parent when the employee was a child. The term "Parent" does not include parent "in-law".

"Parent of covered service member" means a biological, adoptive, step or foster parent or any other individual who acted in place of a parent of the covered service member. The term does not include parents "in law."

that any corresponding leave will not unduly disrupt the operations of The City of Villa Rica. Supervisors must immediately report all requests for FMLA leave to Human Resources to ensure all requests are reviewed in a timely manner. Employees must provide sufficient information for the City to reasonably determine whether the FMLA may apply to the leave request. When an employee seeks leave due to an FMLA-qualifying reason for which the City has previously provided FMLA leave, the employee must specifically reference either the previous qualifying reason for leave or the need for FMLA leave.

The City of Villa Rica will provide a "Family & Medical Leave Request Form" to employees requesting FMLA leave. The "Family & Medical Leave Request Form" should include an expected return date, if known, and bear the original signature of employee requesting leave.

For military exigencymilitary exigency, theeigency, the City mayCity may require thatrequire that a first request for leave because of a qualifying exigency arising from active duty or a call to active duty be supported by a copy of the covered service member's active duty orders or other documentation issued by the military. A certification form requesting the required information to support a request for exigency leave will be provided by the City upon request.

Supervisors should provide any employee absent due to a health condition for three or more consecutive days with a Medical Leave Packet that informs employees of their FMLA rights and responsibilities. This packet shall include detailed information regarding the City's leave policies, the "Family & Medical Leave Request Form," certification documentation to be provided to the employee's health care provider, return to work documentation and such other information as the Human Resources DirectorHuman Resources ManagerHuman Resources Director or his/her designee deems appropriate.

Communicating Eligibility and Rights and Responsibilities

An employeeAn isemployee eligibleis foreligible FMLAfor leaveFMLA onlyleave ifonly their employeethe meetsemployee allmeets threeall ofthree theof followingthe eligibilityfollowing eligibility requirements:

- (1) — Has been employed by the City for at least 12 months (which do not have to be consecutive) prior to the date of leave*;
- (2) — Has worked at least 1,250 hours during the 12 months immediately before the date FMLA leave begins; and
- (3) — Is employed at a worksite within 75 miles of which the City employs at least 50 people.

*The City need not count employment prior to a break in service of seven years or more unless there was a written agreement between the employer and employee or the break in service was due to fulfillment of military service in the National Guard or Reserves.

Under normalUnder normal circumstancesnormal, thecircumstances, the Human Resources Director Manager or his/her designee will notify the employee of eligibility within 5 business days of the request for FMLA leave utilizing the WH-381 form promulgated by the United States Department of Labor or a similar form approved by the Human Resources DirectorHuman

The City may not require second and third opinions or recertification for qualifying exigency leave. When the leave involves meeting with a third party, the City may contact the third party to confirm that the meeting is taking place and the nature of the meeting, but the City will not request additional information. The City also may contact the Department of Defense to verify a military member's covered active duty status.

Certification for Serious Injury or Illness of Current Service member for Military Family Leave

The City may require that leave to care for a covered service member be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (Authorization (ITA) issued to any member of the covered service member's family.

An authorized health care provider is a:

- (1) — United States Department of Defense ("DOD") health care provider;
- (2) — United States Department of Veterans Affairs ("VA") health care provider;
- (3) — DOD TRICARE network authorized private health care provider;
- (4) — DOD non-network TRICARE authorized private health care provider; or
- (5) — Non-military-affiliated health care provider.

(1) — United States Department of Defense ("DOD") health care provider;

(2) — United States Department of Veterans Affairs ("VA") health care provider;

(23) — DOD TRICARE network authorized private health care provider;

———— (4) — DOD non-network TRICARE authorized private health care provider; or

(5) — Non-military-affiliated health care provider.

An employer may request a second or third opinion of a current service member's serious injury or illness only when a certification is provided by a non-military-affiliated health care provider.

Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave

The City may require that leave to care forthatthat leave to care for a veteran be supported by a certificationa certification completed by anby an authorized healthauthorized health care provider. An employee may submit a copy of a VASRD rating determination or enrollment documentation from the VA Program of Comprehensiveof AssistanceComprehensive forAssistance Familyfor CaregiversFamily toCaregivers certifyto thatcertify that the veteran has a serious injury or illness. This documentation is sufficient regardless of whether the employee is the Named caregiver. However, if the employee submits such documents, the employee may still be required to provide confirmation of family relationship and documentation of discharge date and status for a complete certification

~~An authorized health care provider is a~~

- ~~(1) — United States Department of Defense ("DOD") health care provider;~~
- ~~(2) — United States Department of Veterans Affairs ("VA") health care provider;~~
- ~~(3) — DOD TRICARE network authorized private health care provider;~~
- ~~(4) — DOD non-network TRICARE authorized private health care provider; or~~
- ~~(5) — Non-military-affiliated health care provider.~~

~~The City may request a second and third opinion of a covered veteran's serious injury or illness only when a certification is provided by a non-military-affiliated health care provider.~~

Clarification

If an employee submits a complete and sufficient certification form signed by a health care provider, no additional request for information from the health care provider will be made by the City. However, the City may contact the health care provider for purposes of clarification and authentication of the medical certification. Authentication means providing the health care provider with a copy of the certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document. Clarification means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response. The City shall not ask the health care provider for additional information beyond that contained on the medical certification form.

Designation

~~Within five days of receipt of all requested information, the Human Resources DirectorHuman Resources ManagerHuman Resources Director, or his/her designee will mail a cover letter and Designation Notice form (WH-382) to notify the employee whether his or her FMLA request has been approved or denied. The cover letter will address specific information related to the need for leave or benefit changes.~~

~~In some circumstances, the Designation Notice may be provided contemporaneously with the Notice of Eligibility and Rights & Responsibilities (WH-381) form when adequate information has been obtained regarding both the employee's eligibility for FMLA leave and .and the absence's qualification for FMLA leave.~~

~~Effect on Leave~~

~~Employees who are granted FMLA leave will be required to use accrued leave balances concurrently with the FMLA leave. Additionally, any workers' compensation leave that qualifies as a FMLA event will run concurrently with the FMLA leave.~~

~~Missed Deadlines~~

As mandated by E-Verify and state law, the City displays its E-Verify identification number and registration date on the City's official website, and also displays both the English and Spanish Notices of E-Verify Participation and the Right to Work Posters at City Hall.

All new employees hired by the City will serve an introduction periodProbationary Period for the first 180 days of employment. This introduction periodProbationary Period is intended, primarily, to allow the City and employee to determine whether the employee is able to adequately perform in the assigned job position and whether the position is a good fit for the employee. This policy also applies to an employee who has been promoted to a higher levelhigher-level position or transferred to a different position, regardless of pay grade level. At the end of the introduction periodProbationary Period, an employee's performance will be reviewed and a decision made regarding his or her continued employment or whether any extended introduction periodProbationary Period is needed. If additional time is needed to evaluate an employee in a position, a Department Head may request an extension of the employee's introduction periodProbationary Period, which may be allowed upon approval by the City Manager.

A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.

~~**The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.**~~

~~The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.~~

~~The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant, and identify the~~

required number of employees for layoff or reduction. Such layoff or reduction decisions may be based on any and all factors deemed relevant to the Department Head, and may include, but are not limited to, the following: consideration of the value of employees to the City in terms of meeting operating requirements, the qualifications and performance of individuals, performance appraisal history, job criticality, any information contained in each employee's personnel file, information and/or recommendations received from the City Manager or other sources, and length of employment with the City.

Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.

Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.

If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.

The Mayor and City Council retain final authority over all reallocations, reorganizations, and reductions in force or other changes in human resource matters within the City. Any lay-off or reduction in force shall be conducted in accordance with applicable federal and state law.

Section 430.000 — Fraternalization Policy

The City prohibits dating or romantic relationships between a supervisor and a subordinate employee who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the Human Resources Manager/Human Resources Director so that the City may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The City may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The City will address these situations as confidentially and discreetly as possible. When a violation of this policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Please also see the City's policy on Employment of Relatives.

Section 440.000 — Workplace Violence Policy

The City is committed to providing its employees a safe environment for working and conducting business. In this regard, the City will not tolerate any threats, threatening behavior, acts of violence, or any related disruptive conduct which interferes with or disrupts the City's safe working environment. This

1. Hitting or shoving an individual;
2. Threatening to harm an individual or his or her family, friends, or associates, or their property;
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City;
4. Harassing or threatening individuals through any form of written or electronic communications;
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City;
6. Harassing surveillance of another City employee and making a credible threat with intent to place the other person in reasonable fear of his or her safety; and
- 7.
- 7.
7. Unlawful possession of firearms, weapons, or any other dangerous devices on City Property property, except as provided for by the Business Security and Employee Privacy Act, which, subject to several exceptions, allows employees who are licensed to carry concealed weapons to store firearms in their personal vehicles while on City property, as long as the firearm is properly concealed in a glove box, trunk, or other enclosed compartment within the vehicle. Firearms, weapons, or any other dangerous devices may not be stored or concealed in City vehicles.

All employees are responsible for refraining from making threats; engaging in threatening behavior, acts of violence, or related disruptive conduct; and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace. If you feel that you have experienced or witnessed conduct that is prohibited under this policy, you are to follow the City's Complaint Procedure set forth in this Handbook.

All new employees hired by the City will serve an Pprobationary pPeriod for the first 180 days of employment. This Pprobationary pPeriod is intended, primarily, to allow the City and employee to determine whether the employee is able to adequately perform in the assigned job position and whether the position is a good fit for the employee. This policy also applies to an employee who has been promoted to a higher-level position or transferred to a different position, regardless of pay grade level. At the end of the Pprobationary Pperiod, an employee's performance will be reviewed and a decision made regarding his or her continued employment or whether any extended Pprobationary -pPeriod is needed. If additional time is needed to evaluate an employee in a position, a Department Head may request an extension of the employee's pPprobationary Pperiod, which may be allowed upon approval by the City Manager.

It is the City's policy not to employ relatives by blood or marriage within the same department. If a conflict of this policy occurs because of the marriage of two employees, one employee will be transferred in order to comply with this policy. If a transfer would violate this policy, it may be denied. For purposes of this policy, relatives include an employee's spouse, children, step-children, mother, father, mother-in-law, father-in-law, brothers, and sisters. The definition is extended to any other person who is domiciled in the employee's household and who is otherwise recognized by law as a dependent of the employee

No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or any employee appointed by the Mayor or City Council shall be appointed or selected to any office, position, clerkship, or other position of employment or service with the City. This prohibition shall not apply, however, to any person who has been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilperson or appointment of any employee by the Mayor and City Council. In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Head be approved unless the City Manager determines it is necessary because of the lack of qualified applicants for such position. No family member of any elected or appointed official of the City shall be hired into a position that violates the above policy for the duration of that elected or appointed official's term of office.

The City of Villa Rica is committed to employ, in its best judgment, the best qualified candidates for approved positions while engaging in recruitment and selection practices that are in compliance with all applicable employment laws. It is the policy of the City to provide equal employment opportunity to all applicants and employees. The appropriate authorization (Position Control Form) is required to initiate

any action for an open position including any recruitment efforts, advertising, and/or interviewing for both internal and external recruitment and selection processes.

Promotions

Vacancies in higher positions, in the City service are filled when possible by promotion from lower classes. No consideration shall be given to political or partisan endorsement for promotions; only merit and fitness for promotion shall be considered.

Intra-Departmental Transfers

The appropriate ~~Department Director~~Department Head may, at any time, transfer an employee in the classified service under his/her jurisdiction from one position to another in the same class in the same department. An intra-departmental transfer of an employee to a position of another class is made only with the approval of the Human Resources Director and only between classes within the same pay range. The Human Resources Director must be notified of such changes in assignment.

Inter-Departmental Transfers

Employees who have completed six (6) months of service in the position they currently hold may apply for an inter-departmental transfer to a higher pay grade. Sworn Police and Certified Fire Fighters may apply for inter-departmental transfers upon completing two years of service in those departments are subject to departmental policies and procedures.

A transfer of an employee from one department to another must have the approval of both ~~Department Director~~Department Heads concerned and the Human Resources Director. The employee will be transferred at a time agreed upon by the two ~~Department Director~~Department Heads; however, the transfer will take place no later than four (4) weeks after the employee is selected to fill the position. When an ~~E~~employees who transfers to another general services department, they ~~probation period will start over from the date of transfer and~~ may not request to transfer again until they have completed ~~one~~ year of service in that department. Employees who transfer into the ~~Fire Department or~~ Police Department as sworn personnel must complete two years of service in that department before being eligible to request another transfer.

Voluntary Transfer

transferred at a time agreed upon by the two Department Directors; however, the transfer will take place no later than four (4) weeks after the employee is selected to fill the position. Employees who transfer to another general services department, probationary period will start over from the date of transfer and the employee may not request to transfer again until they have completed one year of service in that department.

VOLUNTARY TRANSFER

An employee may be transferred at his/her own request to a vacant position in a lower class, subject to the approval of his/her Department Director, the Department Director of the department in which the vacancy exists, and the Human Resources Director. The Human Resources Director determines whether the employee is qualified to perform the duties and responsibilities of the lower class of positions. An employee who is so transferred to a lower paid position will be considered as a voluntary demotion (Revised 8-14-02).

DEMOTION (IN-VOLUNTARY/VOLUNTARY)

An employee may be reduced to a lower class position under three (3) conditions:

poor job performance,

as disciplinary action, or

Voluntary request by the employee.

When an employee is demoted his/her pay will be reduced accordingly based on the circumstances of the in-voluntary or voluntary demotion.

Demotions as a result of poor job performance or disciplinary actions will result in the loss of pay (hourly difference) received at the time the promotion. No adjustment will be made based on merit increases received during the period of time the employee served in the promoted position.

Voluntary demotions will be reduced no less than a minimum of 4% or to the top pay for the position, whichever is greater. The employee will not be subject to a rate increase until such time as other tenured employees have the opportunity to catch up with the demoted employee's rate of pay.

Employees pay will also be subject to the loss of incentive pay awarded as a result of the promotion unless the certification is justified in writing by the Department Director and approved by the Human Resources Director and City Manager to continue in the demoted position.

Re-Employment (Break in Service)

A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 30 days. Upon re-employment, the employee's leave balance will be zero. Persons re-employed after a period of absence greater than 30 days will be treated as newly employed. The date of employment will be counted from the date of rehire.

It is the City's policy to provide a safe, healthy, and secure work environment for all employees. -It is also the City's policy to ensure that all employees perform their job duties in a safe, efficient, and productive manner. Finally, it is the City's policy to ensure that its equipment and facilities are maintained and used appropriately so as not to pose a risk of harm. The use of drugs and the misuse of alcohol and other legal, but illicitly used, substances are inconsistent with these policies. Accordingly, to protect the health, safety, and welfare of employees, citizens, and visitors, the City has adopted this Drug and Alcohol-Free Alcohol-Free Workplace Policy.

The following conduct is strictly prohibited and constitutes a violation of this policy for which employees may be subject to disciplinary action, up to and including termination of employment:

1. Use, possession, sale, purchase, trade, (or offer to purchase, sell, or trade) drugs, alcohol, or any otherwise legal, but illicitly used, substance on or in City property or at any time while an employee is on duty or performing any work for the City.
2. Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy. This includes, but is not limited to, providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy. It also includes refusing to undergo a lawfully required drug or alcohol test(s).
3. Hindering, delaying, or obstructing a lawfully required drug or alcohol test(s), including but not limited to, tampering with a sample or interfering in any way with the chain of custody.
4. Reporting to work or engaging in any work activity whatsoever on behalf of the City under

- ## **Section 450.300—Prohibited Substances**

~~Section 450.400~~——When Testing is Required

All individuals who are offered employment by the City are required to undergo testing for the presence of drugs and alcohol as a condition of employment. The City will test such employees for the presence of alcohol and drugs listed in O.C.G.A. § 34-9-411 using urinalysis or hair samples. If the results of such tests indicate the presence of illegal drugs or alcohol in the applicant, the City may deny employment to the applicant.

Employees holding a safety sensitive position may be subject to unannounced testing for the presence of drugs or alcohol based on random selection and conducted by urinalysis or hair samples. To ensure that the selection process is random, employees covered by this policy will be placed in a common pool and employee names will be drawn from the pool of all names. Refusal to submit to a random drug screening within 24 hours of notification will result in disciplinary action up to and including termination of employment.

The City may require an employee to submit to testing for presence of drugs or alcohol when there is reasonable suspicion to believe the employee is under the influence of drugs, alcohol, or an otherwise legal but illicitly used substance or controlled substance, or when the City is required by law, regulation, or contract. Such testing may be conducted by urinalysis or hair samples. Circumstances that may cause reasonable suspicion may include, but are not limited to:

1. a)–Observed use of drugs or alcohol;
2. b)–Personal observation of the employee’s job performance, appearance, behavior, speech, or odor creating reasonable suspicion that the employee has used drugs or alcohol in violation of this policy or is impaired by drugs or alcohol;
3. e)–The observance of drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol in an area where the employee had primary control or access, including but not limited to, desks, lockers, equipment, machines or vehicles;
4. d)–Involvement in accidents, including motor vehicle accidents, or other actions that provide reasonable suspicion to believe the employee may be under the influence of drugs or alcohol;
or
5. e)–Facts indicating that the employee diluted, tainted, tampered or interfered with any breath, blood or urine sample, or any test(s) required under this policy, or that the employee attempted to do the same.

Safety Sensitive Positions:

For purposes of this policy, safety sensitive positions include, but are not limited to, law enforcement officers, firefighters, emergency medical technicians and paramedics, drivers of City vehicles that carry passengers, and wastewater and sewage treatment plant, as well as water plant employees. Additional positions may be regarded as safety sensitive positions subject to the provisions of the policy in the discretion of the City with or without notice.

Commercial Motor Vehicle Operators:

Employees who drive commercial motor vehicles and/or require a commercial driver’s license for their jobs with the City may be subject to additional requirements regarding drug and alcohol use, and use and may be subject to testing under additional circumstances.

Return to Work/Fitness for Duty:

After an employee has been away from work (in excess of two (2) weeks for an extended period of time, and has been under -usually under a physician’s care, t. The employee may be subject to testing.

Positive Test Results

The first positive drug test for an employee will result in a retest and offering an appointment with our Employee Assistance Program (EAP) provider will be recommended. After aA second positive result within six (6) months, will result in; further disciplinary action–will be taken, up to and including termination.

The City recognizes that smoking and/or the use of nicotine products (including smokeless) can adversely affect the health of City employees, their families and those who are subject to secondhand smoke. This policy is intended, therefore, to help create a safe and healthy work environment for all employees and citizens.

It is the policy of the City of Villa Rica to comply with all applicable regulations regarding smoking in the work place and to provide a tobacco and smoke-free work environment within all City owned buildings, facilities and vehicles to promote the well-being of City employees, citizens and those who do business with the City. Smoking and/or the use of nicotine products (including smokeless) is prohibited at all City buildings (inside and outside), at city sponsored events, in City-owned vehicles and equipment, and on all City property including sidewalks, parking lots and parks.

City department directors and supervisors are expected to strictly enforce the no-smoking/no tobacco policy in all City buildings, facilities, vehicles and equipment. Note: Smoking Areas may be designated by each operating department.

~~The City imposes a surcharge to health insurance premiums for employees who utilize tobacco/nicotine products.~~

The City will attempt to assist employees who voluntarily report substance abuse problems prior to a positive test in finding effective treatment. For more detailed information regarding providers of employee assistance, including drug and alcohol abuse, mental health providers, and other persons, entities, or organizations available to assist employees with personal or behavioral problems, any employee may contact the Human Resources ManagerHuman Resources Director. The City maintains a resource file of such providers, which will be available upon request to the Human Resources ManagerHuman Resources Director.

All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an assistance program will be treated as confidential. Any unlawful or unauthorized access to or disclosure

of such information by an employee is prohibited and may subject the employee to disciplinary action, up to and including termination of employment. The confidentiality of such information shall not apply to any use by or communication to the City Attorney, or where the information is relevant to the City's defense in an administrative or legal action. Such information may also be disclosed to the extent required by any federal, state or local law, statute, ordinance, or regulation.

Section 450.700 — Consumption of Alcohol While Off Duty at City Events

There may be occasions where alcohol is available at events that are organized or sponsored by the City. Employees who are working at or during these events may not consume alcohol while they are on duty. Employees who are off duty may consume alcohol so long as doing so would not otherwise violate the terms of this policy, but must do so responsibly and conduct themselves professionally at all times during the event. Employees who drink excessively and/or act inappropriately may be subject to disciplinary action, up to and including termination from employment.

Toabacco and Smoke--Free Policy

PURPOSE

The City recognizes that smoking and/or the use of nicotine products (including smokeless) can adversely affect the health of City employees, their families and those who are subject to secondhand smoke. This policy is intended, therefore, to help create a safe and healthy work environment for all employees and citizens.

It is the policy of the City of Villa Rica to comply with all applicable regulations regarding smoking in the work place and to provide a tobacco and smoke-free work environment within all City owned buildings, facilities and vehicles to promote the well-being of City employees, citizens and those who do business with the City. Smoking and/or the use of nicotine products (including smokeless) is prohibited at all City buildings (inside and outside), at city sponsored events, in City-owned vehicles and equipment, and on all City property including sidewalks, parking lots and parks.

Tobacco use is defined as the use of tobacco leaves that may be smoked (in cigarettes, cigars and pipes), applied to gums (as dipping and chewing tobacco), or inhaled (as snuff). The use of vaporizers is also prohibited.

~~City department director~~Department Heads and supervisors are expected to strictly enforce the no-smoking/no tobacco policy in all City buildings, facilities, vehicles and equipment. Note: Smoking Areas may be designated by each operating department.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

The City imposes a surcharge to health insurance premiums for employees who utilize nicotine products.

~~Chapter Two: Complaint Procedure and Progressive Discipline~~

~~Section 200.000 — Complaint Procedure~~

~~All employees should help ensure that the City avoids any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed any of the following behaviors:~~

~~harassment,
discrimination,~~

Last Updated April 19, 2018 | Page

76

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23, 2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

~~If you are not contacted promptly about your complaint or are not satisfied with the response, you are to re-file it with the Human Resources Manager and also send notification of your complaint in writing to the City Manager. If you are not comfortable discussing the matter with the Human Resources Manager or otherwise do not wish to discuss the matter with the Human Resources Manager, you are to file your complaint directly with the City Manager.~~

~~The City will undertake an objective and appropriate review of any complaint, and expects all employees to fully cooperate with internal investigations that may be conducted by the City. To the extent practicable and appropriate, the City will keep any complaint and the terms of its resolution confidential. The City will take corrective action as deemed appropriate, including such discipline up to and including termination of employment. The City will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will~~

~~Each employee also should be aware that he or she has the right to file a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) or other state agency as provided by law. According to the EEOC, the deadline for filing any such charge runs from the last date of unlawful conduct, not from the date that the complaint is resolved.~~

~~The City recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The City encourages any employee to raise questions he or she may have regarding misconduct or this Policy with the Human Resources Manager.~~

~~The City prohibits unlawful retaliation against anyone who has made a complaint or provides information related to a complaint under this policy. Any employee who feels that he or she has experienced or witnessed retaliation should immediately notify the City by using this Complaint Procedure.~~

~~It is the responsibility of the employee to adhere to the expectations outlined by the supervisor and to adhere to the standards of conduct. It is recommended that employees whose performance or~~

~~However, there are circumstances that warrant immediate termination. In addition, there is no required number of instances that a supervisor must warn or reprimand an employee before termination is warranted.~~

Progressive Discipline Steps

Last Updated April 19, 2018 | Page

~~In each step, department management is advised to state the next step to be taken if the performance does not improve. However, in cases of serious misconduct (please see the section on serious misconduct below); the employee may be immediately terminated, or suspended without pay from the work force.~~

~~The initial disciplinary action should be verbal, whenever possible. The discussion should be firm but fair and should ensure that the employee clearly understands the established standards and expectations with respect to the unacceptable performance or behavior. A written record of the date and content of such discussions should be maintained in the appropriate files in the department.~~

~~Should the initial situation indicate a need for stronger action, or if verbal disciplinary action fails to improve the employee's performance, the supervisor may issue a written warning. The written warning outlines the undesired behavior, states expectations and lists consequences if issues continue. If~~

~~The Human Resources Manager is available to assist department management with the composition of the warning document. Copies of the warning document should be maintained in the appropriate departmental file and also forwarded to Human~~

~~Resources to be placed in the official employee file. The employee has the right to grieve the disciplinary action in certain situations. Please see the Appeal Process procedures for further information.~~

~~Suspension Without Pay Action~~

~~Following verbal and written disciplinary warnings, if the desired results have not been accomplished, the third step in the progressive disciplinary process is suspension without pay. The length of the suspension should depend upon the facts of each case, (e.g., type and severity of the behavior, previous work record of the employee, and previous disciplinary actions). The suspension should be clearly explained in a written disciplinary warning to the employee and should indicate any possible consequences of further performance, attendance, or behavior issues.~~

~~Dismissal Action~~

~~Dismissal is advised when, among other reasons, an employee has engaged in serious misconduct or an employee has not corrected performance and/or behavior. Prior to dismissing an employee, department management must review the situation and related information with the Human Resources Department and supply appropriate documentation. The recommendation of termination will be forwarded to the City Manager for final approval.~~

~~Serious Misconduct~~

~~Any employee demoted, terminated, suspended, or reduced in pay shall have the right to appeal such disciplinary action. The appeal shall be in writing and must be received by the respective department head within ten (10) calendar days following the effective date of the disciplinary action. Upon the decision of the department head, the employee may appeal to the City Manager. The appeal shall be in writing and must be received by the City Manager within ten calendar days from the decision of the department head. Upon receipt of a request for appeal to the City Manager or his/her, designee shall within ten (10) days of the notice schedule the interview after consultation with the affected employee.~~

~~Section 300.000 Filling Vacant Positions~~

~~Department Heads are responsible for notifying the Human Resources Manager Human Resources Director of vacant or soon to be vacant positions in their department by submitting a Personnel Action Form. The notification should include the class,~~

~~title, and salary range. The Human Resources Manager~~Human Resources Director ~~should then post a vacancy announcement at City Hall and on the City's official website. Such announcement should be posted for a minimum of ten (10) business days.~~

~~Employees interested in applying for a posted position must complete an application and submit it along with a current resume to the Human Resources Manager~~Human Resources Director ~~by the specified deadline. Employees may be considered for an interview only after their personnel file has been reviewed and is considered satisfactory, and after it is determined that they meet the minimum qualifications of the posted position. If the application deadline date has passed, but no hiring decision has been made, employees may still apply for the vacant position and may be considered for the position along with external applicants in the manner set forth herein~~

Section 310.000—Recruitment for Vacant Positions

~~Except as provided for herein, in order to recruit for vacant positions when necessary, the Human Resources Manager~~Human Resources Director ~~should publicize such full-time vacancies by posting notices of such vacancies at City Hall and on the City's official website in a timely basis so that interested candidates have an opportunity to apply. The Human Resources Manager~~Human Resources Director ~~may also advertise the vacancies in the newspaper of record for the City and/or County, as well as on industry and Internet websites. However, vacancies do not have to be publicly advertised as described herein if internal applicants from within the City have already applied for~~

~~All applications for employment with the City shall be made be on standard employment application forms provided by the City and will only be accepted for advertised or otherwise announced vacancies. Such forms shall request details covering education, training, experience/work history, salary history, and other pertinent information needed to assess qualified applicants. All applications shall be signed by the applicant attesting to the truth of all statements contained within the submitted application form. To receive consideration, applications must be received before the specified deadline or, if no deadline is specified, before the job announcement is closed. Incomplete applications may be rejected, and false statements of any kind in an employment application form will be reason for immediate disqualification or dismissal. If a position remains vacant due to insufficient or inadequate applicants or applications, late applicants may be considered.~~

Disqualification

~~The City Manager, the Department Head, or the Human Resources Manager~~Human Resources Director may reject from further consideration any application or applicant in their discretion for reasons, including, but not limited to:

- ~~The applicant does not meet the minimum qualifications established for the position;~~
- ~~The applicant has not submitted a properly completed employment application form;~~
- ~~The applicant failed to submit his or her application by the specified deadline;~~
- ~~The applicant has made a false statement in the application, or otherwise practices deception in his or her application;~~
- ~~The applicant has an unsatisfactory employment history of such a nature as to demonstrate unsuitability for employment by the City or the position sought;~~
- ~~After a conditional offer of employment has been made applicants that failed to successfully pass a medical examination and/or drug test; or background investigation or, in some cases credit checks~~
- ~~The applicant is not eligible for employment in the United States;~~
- ~~The applicant has used or attempted to use political pressure or bribery to secure an advantage in the examination or in employment;~~
- ~~The applicant has previously been dismissed from a position in the City or other public service;~~
- ~~The applicant has taken part in the compilation, administration, or correction of the examination for a position and is an examinee for that position;~~
- ~~The applicant has directly or indirectly obtained information regarding an examination for a position and is an examinee for that position.~~
- ~~The applicant for a promotion has received less than a “satisfactory” performance appraisal within twelve months prior to the closing date for receipt of applications;~~

~~Section 350.000—Selection~~

~~The desired candidate will be selected from among the qualified applicants for the position. Thereafter, the applicant may receive a conditional job offer contingent upon the applicant successfully~~

~~Nothing in this Handbook shall prevent the City from closing or suspending a vacancy notice and choosing not to fill a position at its discretion.~~

~~Section 360.000~~ Appointment of Positions and Department Heads

~~The City Manager shall appoint and employ all authorized budgeted positions of the City, provided that exceptions from the power of this appointment/employment are those offices and employees who, by City Charter, are appointed or selected by the Mayor or City Council. The Mayor and/or City Council shall make all appointments to fill positions where so authorized by the City Charter. In addition, when the position of any Department Head appointed by the Mayor is to be filled, or when the status of the current Department Head is changed by administrative action, the provisions of Georgia state law creating the City shall supersede the provisions of this chapter and shall govern with regard to the special powers and authorities of the Mayor and City Council.~~

~~Section 370.000 – Employment of Relatives~~

~~It is the City's policy not to employ relatives by blood or marriage within the same department. If a conflict of this policy occurs because of the marriage of two employees, one employee will be transferred in order to comply with this policy. If a transfer would violate this policy, it may be denied. For purposes~~

~~No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or any employee appointed by the Mayor or City Council shall be appointed or selected to any office, position, clerkship, or other position of employment or service with the City. This prohibition shall not apply, however, to any person who has been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilperson or appointment of any employee by the Mayor and City Council.~~

~~In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Head be approved unless the City Manager determines it is necessary because of the lack of qualified applicants for such position. No family member of any elected or appointed official of the City shall be hired into a position that violates the above policy for the duration of that elected or appointed official's term of office.~~

~~Approved Exceptions from Vacancy Announcements~~

~~Reassignments or voluntary transfers at the same or lower pay grade level;~~

~~Management directed reassignments at the same or lower pay grade level;~~

~~Reclassifications of jobs that are currently encumbered that result in a higher pay grade level;~~

~~Internal promotions are similar to position upgrades and likewise do not require external job postings; and~~

~~Other reassignments necessary to implement this Handbook.~~

Regular Appointments

~~**Regular appointment to full and part-time positions shall occur after the procedures outlined in Chapter Two have been completed. All employees appointed under this method shall serve an Introductory Probationary Period as described in Chapter 4this Handbook.**~~

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23,
2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22,
2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

Temporary appointments may be made for special project(s) or other work of a temporary nature. The services to be rendered by an appointee for a temporary period are not to exceed six (6) months in any twelve-month period. The Department Head will consult with the Human Resources Manager/Human Resources Director to assure budgetary compliance. Temporary appointments are subject to the approval of the City Manager. Temporary employees are ineligible for benefits and privileges provided to regular status employees.

Limited Term Appointments

Vacancies created by a leave of absence without pay may be filled by limited term appointment. The normal selection procedures will be followed in order to fill the position under a limited term appointment.

A person holding a limited term appointment may be terminated when the person replaced returns to the position. Transfer from limited term to regular appointment may be made if the person being replaced fails to return on the termination of leave. Employees holding limited term appointments shall be eligible for holiday pay only. No other rights or privileges shall be granted to these employees.

Emergency Appointments

When an emergency involving serious impairment of the public business makes it impossible to fill a vacant position through the competitive process, the Department Head subject to the

~~A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 9030365 days. Upon re-employment, the employee's leave balance will be zero. Leave time will be granted as provided for in this Handbook. Persons re-employed after a period of absence greater than 365 9030 days will be treated as newly employed. The date of employment will be counted from the date of rehire.~~

~~A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.~~

~~When a reduction in force becomes necessary, the City Manager shall confer with other appropriate officials to ensure that the reduction is carried out appropriately and orderly. The following guidelines and procedures shall apply to any reduction in force:~~

~~The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.~~

~~The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.~~

~~The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant, and identify the required number of employees for layoff or reduction. Such layoff or~~

~~Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.~~

~~Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.~~

~~If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.~~

~~The City prohibits dating or romantic relationships between a supervisor and a subordinate employee who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the Human Resources Manager so that the City may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The City may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The City will address these situations as confidentially and discreetly as possible. When a violation of this policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Please also see the City's policy on Employment of Relatives.~~

~~The City is committed to providing its employees a safe environment for working and conducting business. In this regard, the City will not tolerate any threats, threatening~~

~~All employees are responsible for refraining from making threats; engaging in threatening behavior, acts of violence, or related disruptive conduct; and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace. If you feel that you have experienced or witnessed conduct that is prohibited under this policy, you are to follow the City's Complaint Procedure set forth in this Handbook.~~

~~**Section 450.000 — Drug and Alcohol Free**~~**Alcohol-Free**
Workplace Policy

~~Section 450.100—Policy~~

~~It is the City's policy to provide a safe, healthy, and secure work environment for all employees. It is also the City's policy to ensure that all employees perform their job duties in a safe, efficient, and productive manner. Finally, it is the City's policy to ensure that its equipment and facilities are maintained and used appropriately so as not to pose a risk of harm. The use of drugs and the misuse of alcohol and other legal, but illicitly used, substances are inconsistent with these policies. Accordingly, to protect the health, safety, and welfare of employees, citizens, and visitors, the City has adopted this Drug and Alcohol Free Alcohol-Free Workplace Policy.~~

~~The following conduct is strictly prohibited and constitutes a violation of this policy for which employees may be subject to disciplinary action, up to and including termination of employment:~~

~~Use, possession, sale, purchase, trade (or offer to purchase, sell, or trade) drugs, alcohol, or any otherwise legal, but illicitly used, substance on or in City property or at any time while an employee is on duty or performing any work for the City.~~

~~Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy. This includes, but is not limited to, providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy. It also includes refusing to undergo a lawfully required drug or alcohol test(s).~~

~~**Hindering, delaying, or obstructing a lawfully required drug or alcohol test(s), including but not limited to, tampering with a sample or interfering in any way with the chain of custody.**~~

~~Reporting to work or engaging in any work activity whatsoever on behalf of the City under the influence of drugs, alcohol, or an otherwise legal, but illicitly used, substance.~~

~~Abusing or misusing prescription drugs or over the counter medication or misusing other products, such as inhaling or~~

~~For purposes of this policy, the terms “drug” and “alcohol” mean substances listed in O.C.G.A. § 34-9-411. The term “otherwise legal but illicitly used substance” means prescription drugs, over-the-counter drugs, or other products not being used for their intended purposes or in accord with the terms of the prescription by the person to whom the prescription is written and the misuse of other products, such as inhaling or sniffing products like adhesives and aerosols.~~

~~1. — Pre-Employment: All individuals who are offered employment by the City on are required to undergo testing for the presence drugs and alcohol as a condition of employment. The City will test such employees for the presence of alcohol and drugs listed in O.C.G.A. § 34-9-411 using urinalysis or hair samples. If the results of such test indicate the presence of illegal drugs or alcohol in the applicant, the City may deny employment to the applicant.~~

~~÷ The City may require an employee to submit to testing for presence of drugs or alcohol when there is reasonable suspicion to believe the employee is under the influence of drugs, alcohol, or an otherwise legal but illicitly used substance or controlled substance, or when the City is required by law, regulation, or contract. Such testing may be conducted by urinalysis or hair samples. Circumstances that may cause reasonable suspicion may include, but are not limited to:~~

- a) ~~Observed use of drugs or alcohol;~~
- b) ~~Personal observation of the employee's job performance, appearance, behavior, speech, or odor creating reasonable suspicion that the employee has used drugs or alcohol in violation of this policy or is impaired by drugs or alcohol;~~
- c) ~~The observance of drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol in an area where the employee had primary control or access, including but not limited to, desks, lockers, equipment, machines or vehicles;~~

~~4.— Safety Sensitive Positions: For purposes of this policy, safety sensitive positions include, but are not limited to, law enforcement officers, firefighters, emergency medical technicians and paramedics, drivers of City vehicles that carry passengers, and wastewater and sewage treatment plant, as well as water plant employees. Additional positions may be regarded as safety sensitive positions subject to the provisions of the policy in the discretion of the City with or without notice.~~

~~5. Commercial Motor Vehicle Operators: Employees who drive commercial motor vehicles and/or require a commercial driver's license for their jobs with the City may be subject to additional requirements regarding drug and alcohol use, and may be subject to testing under additional circumstances.~~

Return to Work: After an employee has been away from work for an extended period of time, under a physician's care.

~~Section 450.500—Employee Assistance~~

~~The City will attempt to assist employees who voluntarily report substance abuse problems prior to a positive test in finding effective treatment. For more detailed information regarding~~

~~All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an assistance program will be treated as confidential. Any unlawful or unauthorized access to or disclosure of such information by an employee is prohibited and may subject the employee to disciplinary action, up to and including termination of employment. The confidentiality of such information shall not apply to any use by or communication to the City Attorney, or where the information is relevant to the City's defense in an administrative or legal action. Such information may also be disclosed to the extent required by any federal, state or local law, statute, ordinance, or regulation.~~

~~There may be occasions where alcohol is available at events that are organized or sponsored by the City. Employees who are working at or during these events may not consume alcohol while they are on duty. Employees who are off duty may consume alcohol so long as doing so would not otherwise violate the terms of this policy, but must do so responsibly and conduct themselves~~

~~Section 460.100~~ Purpose and Application

~~Section 460.200~~ Business Use Only

The City recognizes, however, that some personal use by employees of its technology resources may be necessary at times. As such, employees may use the City's technology resources for personal reasons, provided that such personal use is minimal, reasonable, and does not interfere with the performance of one's job duties. The City has sole discretion to determine what constitutes reasonable personal use and whether personal use is interfering with the performance of one's job duties.

Ownership and Access to Technology Resources

Last Updated April 19, 2018 | Page

Employees should not have an expectation of privacy in anything they create, store, send, or receive on any of the City's technology resources ~~(including anything they create, send, or receive on a personal device using any of the City's technology resources~~, such as its data networks or Internet connection). In this regard, employees are specifically advised that passwords on City devices are designed to give employees access to all or part of the City's technology resources; they are not designed to guarantee employee privacy or security in any data or file created, stored, sent, or received on any of the City's technology resources. Employees may not change passwords without prior express permission. Upon termination of employment, employees must return all passwords to the City.

Section 460.400 — General Guidelines for Acceptable Use

Employees are expected to access and use the City's technology resources in a professional manner and in compliance with this and all other City policies. Therefore, employees are prohibited from engaging in any unauthorized, prohibited, or inappropriate conduct using the City's technology resources including, but not limited to, the activities described below. This list is not intended to be an exhaustive description of all conduct that may be inappropriate or violate this policy, but is illustrative of the type of prohibited conduct for which employees may have their privileges of use and access to the City's technology resources revoked and be subjected to disciplinary action:

- Accessing any technology resources, including networks, servers, drives, folders, or files, to which the employee has not been granted access or authorization or in a manner that exceeds such employee's access or authorization (accessing any other person's computer, voicemail, files, or data without approval);
- Making unauthorized copies of the City files or other data;
- Using any of the City's files or other data for an unauthorized purpose, even if the employee was otherwise authorized to access such files or data;
- Revealing, publicizing, or otherwise disclosing any confidential information belonging to the City without authorization;
- Destroying, deleting, erasing, or concealing City files or other data, or otherwise making such files or data unavailable or inaccessible to the City or to other authorized users of the City's technology resources;
- Violating any law, regulation, or order of the United States or any state, county, City, local government, or jurisdiction in any way;
- Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service;
- Illegally downloading, copying, transmitting, viewing, or accessing any material protected under copyright law or make such material available to others;
- Engaging in any other unlawful or malicious activities;
- Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either The City's technology resources or those of any other individual or entity;
- Defeating or attempting to defeat security restrictions on any of the City's technology resources;
- Viewing or transmitting any material, or engaging in any conduct, that is fraudulent, harassing,

Last Updated April 19, 2018 | Page

104

April 16, 2018 April 16, 2018 April 16, 2018 April 15, 2018 April 5, 2018 April 5, 2018 March 23, 2018 March 23, 2018 March 6, 2018 February 26, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 22, 2018 February 22, 2018 February 22, 2018 February 22, 2018 February 22, 2018 February 13, 2018

embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violates the City's Equal Employment Opportunity Policy or other policies set forth in this Handbook, or that is otherwise unlawful or inappropriate. The City has sole discretion to determine what constitutes inappropriate use or material under this policy. If you are unsure whether any use or material would be considered inappropriate, you should seek clarification from your supervisor before accessing or distributing such material. If you are in any doubt, do not access or distribute the material;

- Using abusive, profane, threatening, discriminatory, harassing, offensive, otherwise objectionable language in either public or private messages;
- Sending, receiving, downloading, uploading, or otherwise accessing or viewing any pornographic materials;
- Causing congestion, disruption, disablement, alteration, or impairment of the City's technology resources;
- Installing any software without written authorization from the City Manager; and
- Using any City technology resource for personal financial or political gain unrelated to one's employment with the City.

Section 460.500 — Installation and Use of Software

Employees, other than those employees and/or contractors responsible for Information Technology for the City, may not download or install any software, application, program, or update onto any City computer or technology resource without prior written authorization from the City Manager.

Employees may not run any software on any City computer or technology resource that is not properly purchased, licensed, and installed by those employees and/or contractors responsible for Information Technology for the City.

Employees may not share their credentials for accessing the City's technology resources or that of its vendors, including logging on and running any software, with others and may not use anyone's credentials other than their own for such purposes without the express written permission of the City Manager.

Section 460.500 — Other City Policies

All of the City's policies, including, but not limited to, its policy on Equal Employment Opportunity, apply to the use of the City's technology resources. If any employee feels that he or she has witnessed or been the subject of any conduct in violation of this policy, the employee should utilize the Complaint Procedure set forth in this Handbook.

Section 460.600 — Discipline

Employees will be subject to discipline, up to and including termination from employment, for violating this policy. Therefore, before using any of the City's technology resources, employees should consider whether their actions meet the expectations set forth herein. In doing so, employees should be mindful that electronically stored information can often be saved or retrieved even after an employee believes he

Employees may bring personal mobile devices to work, such as personal cell phones, smart phones, and tablets. However, these personal mobile devices may not be used to perform any City business or work-related ~~activities, and activities and~~ may not be used to access the City's data or networks, unless authorized in advance and configured by those employees and/or contractors responsible for Information Technology for the City. ~~y. If written authorization by the City Manager is given to use a personal mobile device for work purposes or to access the City's data or networks, the employee must comply with the City's Technology Resources Policy when using the device. Employees also may not use the authorization to use a personal mobile device for work purposes or to access the City's data or networks to work from home or otherwise work additional time not approved in advance by the City.~~ Employees should not have an expectation of privacy in anything they create or store on, send, or receive on their personal mobile device if such material was in any way transmitted using the City's technology resources, including its data networks or Internet connection. The above provisions of this policy regarding the City's right to inspect and monitor devices apply with respect to such material.

Last Updated April 19, 2018 | Page

~~Section 480.000~~ — Social Media Policy

~~Section 480.100~~ — Introduction

In general, the City views social networking websites (e.g., Facebook, Instagram, Snap Chat and ~~and~~ Twitter), personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the City and employees alike. Therefore, the City has created this policy to establish its expectations for employee use of these types of websites.

~~Section 480.200~~ — Applicability

This policy is meant to apply to social networking sites; personal websites; blogs; photo, video and file sharing sites; podcasts; as well as bulletin boards and comments posted on other websites. For ease of reference, this policy refers to all of these types of websites generically as “social media websites”. The absence of an explicit reference to a specific website is not meant to limit the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. You should consult with your supervisor if you are uncertain about any of your activities on a social media website.

~~Section 480.300~~ — No Interference with Job Duties

As set forth in the City’s Use of Technology Resources Policy, the City’s Internet and computer resources are provided to employees to allow them to complete their job ~~duties, and~~ duties and should be used for business purposes only. As such, the City does not allow personal use of social media websites using City computers, equipment, or networks or at all during an employee’s work time.

~~Section 480.400~~ — Use Outside of Work

Employees may use social media websites during their personal time outside of work and without the use of City computers, equipment, or networks. Employees must be aware, however, that information they display on the Internet reflects not only on ~~them, but~~ them but could be associated with the City as well. Therefore, employees are expected to follow these guidelines when using any social media website:

- A. ~~Employees who wish to identify themselves as employees of the City on any social media website must first obtain written permission from the City Manager. After receiving permission, employees must place a disclaimer in their profile, post, or publication which clearly states that any and all opinions or views expressed are those of the employee and not the City.~~
- A. Employees should use their best judgment and discretion when posting material and information online.
- B. Confidential and proprietary information of the City is not to be discussed or referred to by

Last Updated April 19, 2018 | Page

107

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23,
2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22,
2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

employees on any social media website, even in private messages between site members who have authorized access to the information.

- C. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.
- D. Employees are expected at all times to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else's work without permission is not allowed.

Section 480.500 — Other City Policies

All other policies in this Handbook apply with equal force to employee use of social media websites. In particular, employees are expected to follow the City's Equal Employment ~~t~~-Opportunity policy when participating in social ~~medial~~-media websites. The City considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, meaning that the City's Equal Employment Opportunity Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet.

Section 480.600 — Disciplinary Action

While the City respects the right of employees to use social media websites, it has established this policy for the benefit and protection of the City and its employees. Any employee witnessing or who believes a violation of this policy has occurred should utilize the Complaint Procedure set forth in this Handbook. The City takes the expectations explained above very seriously. As such, employees are advised that violating this policy may result in disciplinary action, up to and including termination.

Since its inception, the City and its employees have been committed to ethical practices, honesty, fair dealing, and full compliance with all the laws affecting the City's activities. This code of conduct is general in nature and is not meant to cover all possible situations. In order to support the mission of the City, employees are committed to the following principles:

- Last Updated April 19, 2018 | Page

- off duty; and
17. Other misconduct as determined by the City.

These examples are not all-inclusive. The City emphasizes that discipline and termination decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the employee's work record, as determined by the City.

Employee Privacy Policy

It is the City's policy to respect the privacy of employee personnel and payroll records to the extent possible while at the same time complying with the City's operational needs and all obligations regarding the public availability of open records and required production of records pursuant to a subpoena, court order, or otherwise. Therefore, absent the consent of the individual involved, a request made under the Georgia Open Records Act, or a subpoena, court order, or other circumstances requiring production, employee personnel and payroll records will only be made available for inspection and review to authorized individuals on a "need-to-know" basis.

In addition, an employee will be given access to inspect his own personnel and payroll records upon his request and scheduling an appointment at appropriate time, outside of his or her work hours, that is approved by the Human Resources Director. The employee will be charged for any copies he or she requests at the same rate the City charges for copying documents pursuant to an Open Records Request. An employee may request, through his or her Department Head, the correction, amendment or supplementation of records that they believe are not accurate, timely or complete. However, such corrections, amendments, or supplementation is not guaranteed and will only be made at the discretion of the City Manager.

Search and Inspection of City Property

Employees shall have no expectation or right of privacy with respect to City facilities, property, and equipment including computers, desks, cabinets, drawers, and lockers. Employees shall not affix any personal locks to any City facilities, property, and equipment. The City reserves the right to search all City facilities, property, and equipment at any time with or without notice and for any reason, and to search employee personal items that are located or stored in any City facility, property, and equipment for work-related reasons, upon reasonable suspicion for such reasons. Please also refer to the City's Use of Technology Resources Policy.

Confidential Information

Employees must carefully protect and may not, directly or indirectly, make any unauthorized disclosure or use of any confidential information acquired by virtue of their employment with the City except as required for the performance of their authorized employment duties on behalf of the City. Employees may not provide to anyone or permit others to use confidential information except in the performance of their authorized employment duties.

Employees may not accept gifts, gratuities, or loans from organizations, business entities, or individuals with whom they have official City government business relationships. These limitations are not intended to prohibit the acceptance of any items which are distributed free of charge to the general public, nor to prohibit the acceptance of token gifts given during the Christmas holiday season provided the fair value does not exceed \$25. Please review City's purchasing policy for further guidance.

Bulletin Boards are provided for official City business, announcements, holiday notices, job openings, policies and procedures. Employees should periodically check the boards for updates or new announcements. Bulletin boards shall not post commercial or political advertising or any other activity such as, meetings or announcements unless sponsored by the City.

It is the City's policy to forbid all solicitation for contributions, membership in clubs or organizations, signatures for petitions or the sale of consumer products, or other outside business on City premises. An exception is made for City-approved charitable endeavors. The City may also choose to recognize charitable drives as a community-backed effort.

In order to avoid unnecessary annoyances and interruptions during the workday, solicitation by an employee of another employee is prohibited on the premises. Distribution of literature by employees is prohibited at all times on City premises.

Non-employees may not solicit for any purpose or engage in distribution of any literature or commercial goods of any kind in work areas at any time.

New employees may be issued City property upon hire. This may include: (a) key or key card for access to buildings and offices; (b) photo identification card; (c) uniforms required to be worn for one's job; and (d) computers or mobile phones; (e) fleet fuel card.

No employee or City official may use any equipment, materials, supplies, or other City property or the services of City employees for his personal benefit. Employees are expected to use proper care when using the City's property and equipment. No property may be removed from the premises without the proper authorization of the employee's Department Head or the City Manager. If an employee loses, breaks, or damages any property, he must report it to his supervisor immediately. An employee who deliberately loses his or her required uniform or loses or breaks his or her City-issued computer or mobile device will be required to replace them at their own expense. The For the first incident, time, the employee will be responsible for 50% of the replacement cost shared by the employee. Documentation will be kept

in their personnel file. If there are subsequent incidents, The second time tthe employee will be responsible for the entire cost of replacement of the equipment or uniform replacement cost.

~~Upon termination of employment for any reason, employees must promptly return all City property that is in their possession, custody, or control. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-City computers and other electronic storage devices during the course of their employment. Employees should clearly understand that, upon termination of their employment, they are without authorization to access or use any such City property, whether through a City computer or non-City computer. Further, for the avoidance of doubt, this policy makes clear that no employee is authorized to access the City's computer systems or networks, including City email services, after termination of employment, unless such post-termination access is expressly authorized in writing by the City Manager.~~

Dress Code

General Expectations

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Our professional image is an important aspect of our organization. Whether or not your job responsibilities place you in direct contact with City officials, state officials, legislators, or the public, you represent the City with your appearance as well as your actions.

Generally, the City has a business casual dress code, and employees are expected to wear business casual attire to work at all times. Business casual attire includes dress pants, suits, dresses, skirts, sweaters, blouses, turtlenecks, and collared shirts bearing the City's logo. Shirts must be tucked in and clothing must fit well, be clean, and properly pressed.

Some employees may be required to wear a uniform for their job. Uniformed employees must wear the designated uniform when reporting for work and shall ensure that it fits well, is neat, clean, and properly pressed. Under no conditions will a part of the official designated uniform be intermixed with other clothing.

Employees may not wear City work uniforms while not on duty. Doing so may incorrectly create the appearance that an employee is on duty and representing the City during their off-duty hours.

Jewelry, Piercings And Tattoos

Professional appearance can also be affected by jewelry, piercings, tattoos, and the like. Jewelry (including ear piercings) is permissible if kept to a minimum, if tasteful. Jewelry if not should not be a source of distraction, and if it does should not impair job performance or safety. Other facial or visible body piercings are prohibited.

Tattoos, scarification, or branding are to be covered at all times.

Any employee who contends that this policy interferes with his/her sincerely held religious beliefs should contact Human Resources to inquire into whether he/she may be eligible for an exemption.

Personal Grooming

Professional appearance also includes an emphasis on standards of personal hygiene and good grooming. No staff member shall have an odor generally offensive to others when reporting to work. An offensive body odor may result from lack of good hygiene, from an excessive application of fragrance or from some other cause. Remember that some employees are allergic to the chemicals in perfumes and makeup, so wear these substances with restraint.

Generally, ~~tThe City Manager will make the final decision to~~ will follow the same decision made by Carroll County Schools whether to close government offices because of inclement weather or other emergency circumstances, but the ultimate decision will be made at the City Manager's discretion on a case-by-case basis. The City will announce any closures or delayed openings by reporting them to the City's official website and local news media.

Some employees may be required to work even when City offices are closed because of the nature of their job duties, which may require continued services in the event of inclement weather or other emergency circumstances. Department Heads shall make a determination of the emergency or non-emergency job status of all employees within their departments and notify such employees of their classification. Employees who are considered emergency status employees must contact their supervisor regarding their work schedule in the event of inclement weather or other emergency circumstances.

If inclement weather or other emergency circumstances require the closure of City offices, the City may grant employees paid or unpaid time off in its discretion depending on the circumstances, which shall be determined on a case-by-case basis by the City Manager. Salaried exempt employees will be paid in accordance with the Fair Labor Standards Act. Any time taken off by employees due to inclement weather or other emergency circumstances, but where City offices are not closed, is to be used as any available, accrued vacation or will be unpaid.

Section 4100.000 – Safe Driving Policy **Operating City Vehicles** **Equipment**

Section 4100.100 – Purpose

The City strives to provide a safe working environment and to protect its employees from job-related injuries and illnesses. The intent of this policy is to guide employees in the required use of safety belts and the expected use of telecommunication devices. It is the goal of the City to eliminate driver distractions by its employees due to talking or texting on a telecommunication device while operating a vehicle during the commission of their official duties. In addition to this Safe Driving Policy, all employees covered by this policy are expected to know and to abide by the Georgia Uniform Rules of the Road, found in O.C.G.A. §§ 40-6-1 through 40-6-397. **Smoking Tobacco use and vaping the use of vaporizers is are prohibited in in-City vehicles or equipment-equipment. isis prohibited.**

Section 4100.200 – Definitions

Vehicle – Every motor vehicle, including, but not limited to, pickup trucks, vans, and sport utility vehicles, designed to carry ten passengers or fewer and used for the transportation of persons.

Motorized Equipment – City equipment such as lawn mowers, tractors, spreaders, street sweepers, back hoes, construction equipment and other outdoors wheeled equipment operated by City employees.

Telecommunication Device – Any device capable of sending and/or receiving voice, text, photographic, video, or other communication wirelessly via analog, digital, or any other technology that may be carried on or about a person. Examples include cellular telephone, text messaging device, personal digital assistant, standalone computer, or any other similar wireless device that can be used to initiate or receive a wireless communication.

Driving – Operating a motor vehicle or equipment on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in a vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to park.

Text Messaging – Reading from or entering data into any handheld or other telecommunication device, including for the purpose of short message service texting, emailing, instant messaging, or engaging in any other form of electronic data retrieval or electronic data communication.

Section 4100.300 – Applicability

This policy applies to all employees who operate or drive City-owned vehicles and equipment and to employees who drive privately-owned or rented vehicles during work time or while otherwise conducting City business. However, the portions of this policy relevant to the use of a telecommunication device do not apply to the following employees or situations:

Last Updated April 19, 2018 | Page

119

April 16, 2018 April 16, 2018 April 16, 2018 April 15, 2018 April 5, 2018 April 5, 2018 March 23,
2018 March 23, 2018 March 6, 2018 February 26, 2018 February 23, 2018 February 23, 2018 February 23,
2018 February 23, 2018 February 23, 2018 February 23, 2018 February 22, 2018 February 22,
2018 February 22, 2018 February 22, 2018 February 22, 2018 February 13, 2018

- A. Reporting a traffic accident, medical emergency, fire, serious road hazard, or a situation in which the employee believes a person's health or safety is in immediate jeopardy;
- B. Reporting the perpetration or potential perpetration of a crime;
- C. A public utility employee or contractor acting within the scope of his or her employment when responding to a public utility emergency;
- D. Engaging in wireless communication while a motor vehicle is off the roadway where it is safe and legal to park; and
- E. Using a City-issued two-way radio device (e.g., 800 MHz radio) for time-sensitive communications or a GPS navigation device provided that all due care is taken to ensure the safe operation of the vehicle.
- F. Engaging in wireless communication with a "hands-free" device.

Section 4100.400 — Safety Belt Use and Maintenance

- A. All employees and passengers are required to wear a properly adjusted and fastened safety belt;
- B. All mowing, grading, and similar equipment which has the capability to exceed 15 mph during travel shall be equipped with a roll over protection device and safety belts that must be worn by the operator at all times;
- C. No employee may allow another person to ride as a passenger on a trailer or in the bed of a pickup truck or any other towed equipment; and
- D. It is the responsibility of the driver and the supervisor to ensure that safety belts are maintained in good working condition by ensuring that: (a) safety belts are inspected regularly; (b) safety belts are visible and readily accessible for use in vehicles and on equipment; and (c) safety belts are regularly cleaned and are operational at all times.

Section 4100.500 — Distracted Driving

Employees must exercise due care in operating a motor vehicle and/or motorized equipment and shall not engage in any actions that distract employees from the safe operation of vehicles and equipment.

- A. Except for the exclusions noted above, use of telecommunication devices is prohibited while driving. No employee shall operate a motor vehicle or motorized equipment for work purposes on any public road, public property, street, or highway while using a telecommunication device to talk, write, send, or read any ~~text-based~~ text-based communication, including, but not limited to, a text message, instant message, or electronic mail.
- B. In the event that a phone call must be made or a text message must be sent or received, an employee must find a location off the roadway where it is safe and legal to park to use the device.

Section 4100.600 — Business Use Only

City vehicles are to be used for purposes of conducting City business only and may not be used for any personal reason, including driving to or from lunch or any other location when not required for City business. Exceptions include positions that are permanently assigned take-home vehicles.

Section 4100.700 — Notification of Accidents

~~Any employee who is involved in a vehicle accident while on duty or performing City business, whether in a City vehicle or privately owned or rented vehicle, must notify their Department Head immediately. Employees who are required to have a driver's license for their job must also notify their Department Head immediately if their license is lost, confiscated, suspended or revoked for any reason.~~

Section 4100.800 — Disciplinary Action

The City takes the obligations described in this policy seriously. Failure to comply with this policy may result in driving privileges being revoked, which may prohibit an employee from fulfilling the duties and responsibilities of his or her position, and/or disciplinary action up to and including termination.

Section 4200.000 — Emergency Procedures Policy

~~The City is committed to providing a safe working environment for all of our employees. Your safety, and the safety of others, requires that you make safety a priority on the job. The following are emergency numbers that should be contacted in the event of an emergency:~~

<u>Service</u>	<u>Phone number</u>
Fire, police, ambulance	911
Poison control	(800) 282-5846

~~In the event of an emergency, the following procedures should be followed:~~

~~**Fire** – Any fire, regardless of size, must be reported to the fire department (911) immediately. Persons reporting the fire should give their name, the organization's name, the building or area involved the exact location of the fire and a description of the type of fire. If a fire is noticed, the nearest alarm box must be activated and the person reporting the fire must remain on the property to inform the authorities about the fire. Fire extinguishers are located throughout the facility and should be used to fight small fires only. All persons leaving the building or area should await instructions from maintenance or the fire department before re-entering the area. Elevators should not be used during a fire emergency. Supervisors should see to the safety of all persons with disabilities and should assist them to stairwells.~~

~~**Thunderstorms/Lightning** – In the event of a thunderstorm or lightning, all staff will be required to seek shelter and remain inside until the storm or lightning has ceased. The City is not responsible for any injury~~

Accidents and Injuries—All accidents, regardless of how minor, must be reported to the department supervisor immediately. First aid supplies are available for minor injuries. All life-threatening injuries and serious accidents should be handled by calling 911 emergency services. If you are injured on the job, no matter how slight, you must immediately report the incident to your supervisor. Further, a first report of injury must be prepared in writing, signed by your supervisor and submitted to the Human Resources Manager/Human Resources Director within 24 hours of the incident. For all injuries requiring medical attention, barring any life-threatening emergencies, all employees are required to seek care from one of the physician's on the Workers' Compensation panel. This panel (list of doctors) is located in the break and copier rooms of all City facilities and is generally bright pink in color.

~~City employees may engage in outside employment that does not create a conflict of interest or interfere with their performance of duties for the City. However, any outside employment must be approved by the employee's Department Head in advance. To obtain approval, an employee must submit a written request to the Department Head and meet with the Department Head to discuss the outside employment and whether it will create a conflict of interest or interfere with the performance of job duties. All Department Heads must discuss the request with the City Manager before approving a written request to engage in outside employment. If the request is approved, the Department Head will sign the request and provide it to the Human Resources Manager to be retained in the employee's personnel file.~~

~~Any outside employment by Department Heads must be approved by the City Manager in advance, and if approved, will~~

~~New employees may be issued City property upon hire. This may include: (a) key or key card for access to buildings and offices; (b) photo identification card; (c) uniforms required to be worn for one's job; and (d) computers or mobile phones; (e) fleet fuel card.~~

~~Upon termination of employment for any reason, employees must promptly return all City property that is in their possession, custody, or control. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-City~~

~~Dress Code~~

~~Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Our professional image is an important aspect of our organization. Whether or not your job responsibilities place you in direct contact with City officials, state officials, legislators, or the public, you represent the City with your appearance as well as your actions.~~

~~Generally, the City has a business casual dress code, and employees are expected to wear business casual attire to work at all times. Business casual attire includes dress pants, suits, dresses, skirts, sweaters, blouses, turtlenecks, and collared shirts bearing the City's logo. Shirts must be tucked in and clothing must fit well, be clean, and properly pressed.~~

~~Employees may not wear City work uniforms while not on duty. Doing so may incorrectly create the appearance that an employee is on duty and representing the City during their off duty hours.~~

~~Unless otherwise directed by the City Manager, employees may wear casual attire on Fridays. This policy does not apply to employees who are required to wear designated uniforms, unless the City Manager authorizes otherwise for “Special Occasions.” Acceptable attire for casual Fridays include: jeans, sneakers, City logo sweatshirts or collared shirts, non-graphic and non-offensive tee shirts, shirts, dresses, skirts, mid-calf Capri’s and office-appropriate sandals. All clothing worn on Fridays must fit well, be clean, and properly pressed.~~

~~The following clothing items are not appropriate at any time:
shorts for office personnel, halters, tank tops, mini dresses,
spaghetti strap tops, leggings, jeans/khaki's with holes, overalls,
jogging suits, low neckline front or back, sheer clothing, clothing
that is too tight or too short, flip flops and slippers, Crocs of any
kind or clothing/hats that have inappropriate words, pictures,
scenes, etc., that would be disruptive to the work environment.~~

~~The City recognizes that employees perform best when allowed to do their jobs without interference from outside influences. The Mayor and City Council members are to generally deal with City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and are prohibited from giving orders directly to City employees. Exceptions to this policy occur when the City Council makes inquiries and investigations under the power of the City Charter, or when emergencies arise. Should you feel that an elected official has acted inconsistently with this policy, please immediately inform the City Manager.~~

~~Regular appointment to full and part-time positions shall occur after the procedures outlined in Chapter Two have been completed. All employees appointed under this method shall serve an Introductory Period as described in Chapter 4.~~

~~Temporary appointments may be made for special project(s) or other work of a temporary nature. The services to be rendered by an appointee for a temporary period are not to exceed six (6) months in any twelve monthtwelve-month period. The Department Head will consult with the Human Resources Manager to assure budgetary compliance. Temporary appointments are subject to the approval of the City Manager. Temporary employees are ineligible for benefits and privileges provided to regular status employees.~~

~~Vacancies created by a leave of absence without pay may be filled by limited term appointment. The normal selection procedures will be followed in order to fill the position under a limited term appointment.~~

~~A person holding a limited term appointment may be terminated when the person replaced returns to the position. Transfer from limited term to regular appointment may be made if the person being replaced fails to return on the termination of leave.~~

~~When an emergency involving serious impairment of the public business makes it impossible to fill a vacant position through the competitive process, the Department Head subject to the approval of the City Manager, may appoint any qualified person to such a position on a temporary basis in order to continue public business and prevent serious inconvenience to the public. Any such person shall be employed only during such emergency and for a period not to exceed ninety (90) days, during which the normal selection procedures will be followed in order to fill the position under a regular appointment.~~

~~A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 365 days. Upon re-employment, the employee's leave balance will be zero. Leave time will be granted as provided for in this Handbook. Persons re-employed after a period of absence greater than 365 days will be treated as newly employed. The date of employment will be counted from the date of rehire.~~

~~The following identifies the types of separations that may occur from one's employment with the City: voluntary resignation, compulsory resignation, layoff, disability, death, retirement, and involuntary termination, reductions in force and job abandonment.~~

~~At the time of separation, all records, assets and property of the City held by the employee must promptly be returned to their Department Head. The Department Head will sign certification regarding receipt and clearance to this effect. Any amount due because of a shortage in the above shall be paid by the employee. In the case of a Department Head being terminated, all records, assets and property of the City held by the employee must be submitted to the City Manager.~~

~~In order to resign in good standing, an employee must give a two week written notice to their Department Head. Failure to comply with this policy shall be noted in the employee's personnel record. An employee who resigns in good standing may be eligible for rehire at the discretion of the City.~~

~~Should you decide to leave your employment with the City, you are asked to provide at least two weeks' advance notice of your resignation. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment~~

~~The City's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the City. Any request for a reference or employment history of any kind should be directed to the Human Resources Manager. For your information, the Human Resources Manager or his/her designee's response will be limited to providing dates of employment, position history and salary history. No one other than the Human Resources Manager may respond to a job reference inquiry.~~

A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.

~~**When a reduction in force becomes necessary, the City Manager shall confer with other appropriate officials to ensure that the reduction is carried out appropriately and orderly. The following guidelines and procedures shall apply to any reduction in force:**~~

~~1. The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.~~

2. The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.

3. The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant, and identify the required number of employees for layoff or reduction. Such layoff or reduction decisions may be based on any and all factors deemed relevant to the Department Head, and may include, but are not limited to, the following: consideration of the value of employees to the City in terms of meeting operating requirements, the qualifications and performance of individuals, performance appraisal history, job criticality, any information contained in each employee's personnel file, information and/or recommendations received from the City Manager or other sources, and length of employment with the City.

4.—Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be

based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.

5. Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.

6. If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.

The Mayor and City Council retain final authority over all reallocations, reorganizations, and reductions in force or other changes in human resource matters within the City. Any lay-off or reduction in force shall be conducted in accordance with applicable federal and state law.

~~Termination Procedure for Job Abandonment~~

After it has been determined by the hiring manager that an employee has abandoned his/her position (has not shown up or communicated with the department for three consecutive scheduled workdays) the supervisor should move to terminate employment. The hiring manager should work with Human Resources to conduct the following procedures (these procedures should be followed within 24 hours of determining an employee has abandoned his job):

Contact Human Resources to draft a termination letter to the employee and to discuss other steps that need to be taken in the termination process (i.e. return of equipment, etc.)

Chapter Six: CCompensation and Performance
Compensation and Performance

Section 630.000 — Work Weeks and Hours of Work

A normal work day and work week for full-time employees generally is considered eight (8) hours per day, five (5) days per week. The work week is defined as running from Sunday through Saturday. Actual work hours during each day, and work days during each week, may vary depending on an employee's job position.

Section 600.000 — Overtime

The City complies with the requirements of the Fair Labor Standards Act and any applicable local law with respect to wages and hours. Please understand that there may be times when you will need to work overtime. However, all overtime must be approved in advance by your supervisor. Any employee, who works unauthorized hours or overtime, including arriving early or staying late, working through meal or break periods, or working from home, may be subject to disciplinary action, up to and including termination of employment.

Non-exempt hourly employees will be paid overtime at a rate of one and one-half times their regular hourly rate for all hours worked over 40 in a week. Exempt salaried employees do not receive overtime pay. Exempt salaried employees are subject to deductions from their salaries only for lawful reasons.

If an employee feels he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over 40 in a week, the employee should notify the City using the Complaint Procedure set forth in this Handbook. In the event it is determined that an improper salary deduction was made or that an employee was not paid any overtime due, the City will reimburse the employee.

Section 610.000 — Meal/Break Periods

Meal and/or break periods are not required by the Fair Labor Standards Act and are not formally designated by the ~~City, but~~City but may be authorized by a Department Head. Any meal and/or break

Last Updated April 19, 2018 | Page

134

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23,
2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22,
2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

period may only be taken as approved by the employee's Department Head. Breaks from 0 to 20 minutes in length will be treated as hours worked. However, any breaks longer than 20 minutes or bona fide meal periods of 30 minutes or more in which an employee is totally relieved of duties will not count as hours worked, and employees are responsible for clocking in and out, or otherwise accurately recording their time, for such break or meal periods. Employees in public view of customers must leave their work area during a lunchmeal period. Employees may not eat in their work area.

Nursing Mothers:

It is the policy of the City of Villa Rica to provide-require reasonable break time for an employee to express milk for her nursing child for one (1) year after the child's birth. Each time such employee has need to express the milk,- The City will make reasonable effort to provide a clean place or location, in close proximity to the work area, where the employee can express her milk in privacy. In addition, the City will make an effort to provide electrical outlets for an electric breast pump. It will be the employee's responsibility to keep the location clean after each use and remove any personal items. Any breast milk stored in the refrigerator must be labeled with the name of the employee. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Employees who work offsite or in other locations will be accommodated with a private area as necessary.

Nursing Mothers

Section 620.000 — Attendance Policy

All employees are expected to be present and on time to perform the duties for which they were hired. If an employee is going to be late or absent from work, the employee must notify his or her immediate supervisor at least 30 minutes prior to their starting time. The employee is required to speak with his or her supervisor directly, or, if the supervisor is not available, with the Department Head. It is not acceptable for an employee to ~~leave a voicemail with the supervisor or Department Head, to~~ have another person call for him or her, or for the employee to leave a message or a voicemail with a co-worker.

Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination. The following guidelines do not apply to pre-approved medical appointments or pre-approved vacation.

Excessive absenteeism or tardiness is generally considered:

- More than one occasion of unexcused absence;
- Three occasions of excused absence or tardiness in a ~~three~~one-month period;
- Six or more occasions of excused absence or tardiness within a ~~twelve-six months~~six-month period; or
- An unacceptable pattern of absences and/or tardiness over an individual's employment history.

Last Updated April 19, 2018 | Page

135

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23, 2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

It is important to understand that individual circumstances may dictate that fewer tardies or absences than listed above still may be considered excessive absenteeism or tardiness. An employee's attendance simply is one aspect of job performance and will be considered together with overall performance and attitude.

Employees who are absent for three (3) days without notifying the City, will be assumed to have voluntarily abandoned their employment with the City and will be removed from the payroll.

Interim Appointments and Salary Adjustment Calculation

Termination Procedure for Job Abandonment

Upon appointment to an Interim Position the employee's pay will be adjusted to the minimum of the paygrade associated with the vacant position. If the employee already is compensated at or above the minimum of the paygrade then no more than ten

After it has been determined by the hiring manager that an employee has abandoned his/her position (has not shown up or communicated with the department for three consecutive scheduled workdays) the supervisor should move to terminate employment. The hiring manager should work with Human Resources to conduct the following procedures (these procedures should be followed within 24 hours of determining an employee has abandoned his job):

Contact Human Resources to draft a termination letter to the employee and to discuss other steps that need to be taken in the termination process (i.e. return of equipment, etc.)
percent (10%) of their current compensation rate will be added.

Section 640.000 — Performance Reviews

Every employee's job performance is important to the City and is critical to the services we provide to citizens. The City believes more frequent, but less formal feedback is most helpful to employees. Therefore, your supervisor and/or Department Head may provide you with feedback and/or a review of your job performance periodically throughout the year. These reviews may be verbal or in writing.

New employees and employees in new job positions will generally be reviewed at the end of their ~~introduction period~~ **Probationary Periods**. In addition, all employees will receive an annual performance review from their supervisor and/or Department Head, which will be conducted on or around the anniversary date of their employment with the City or date of their last promotion, transfer, or demotion into their current job position. Normally, this review will be postponed or delayed beyond an employee's anniversary date or date of promotion, transfer, or demotion into their current position to reflect any period of time greater than 30 days in which an employee was out of work during the prior year. These reviews will be completed on an approved form and provide an assessment of each employee's job performance and progress.

These reviews are intended to provide a basis for better understanding between you and your supervisor and/or Department Head regarding your job performance, potential, and development within the City. Please understand, however, that a positive performance review does not guarantee an increase in compensation, a promotion, or continued employment. All compensation increases and the terms and

conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the City. Of course, if employees ever have questions or would like feedback on their job performance, they are encouraged to discuss it openly with their supervisor and/or Department Head.

Section 650.000 — **Compensation Administration**

Section 650.100 — **Compensation Policy**

All job classifications and/or positions of employment with the City shall have assigned pay ranges establishing the minimum and maximum levels of compensation employees in such classifications and/or positions generally will receive. Within such pay ranges, employees may be eligible to receive periodic pay increases on the basis of merit ~~and/or length of employment with the City.~~

~~The City Council shall adopt a schedule of assigned pay ranges for each job classification and/or position of employment with the City. Each salary range shall establish a minimum and maximum level of compensation for each job classification and/or position of employment. New employees will normally be hired into a position at a pay rate within this range. The pay range should be based on the bona fide qualifications of the job classification and/or position. The City Manager shall review such pay ranges periodically and make recommendations to the City Council.~~

~~Section 650.300—Pay Increases~~

~~Employees may be eligible to receive pay increases on the basis of factors determined by the City, including merit and/or length of employment with the City. Pay increases, if any, will be awarded by each employee's Department Head one time per year, in connection with the employee's annual performance evaluation, as described in Section 640.000. The amount of any such pay change by a Department Head shall be within the amount approved by the City Council for employee raises as part of the applicable financial budget for the year in which the pay change is made.~~

On-Call/Call-out Pay

~~**On-call pay is paid at the rate of \$125.00 per week that an employee is on call, whether they are called out or not. When an emergency occurs and more workers are necessary to mitigate the situation those employees who are called to report will receive**~~

~~Pay advances will not be granted to employees.~~

~~All employees are required to complete a time card to honestly and accurately report all hours worked. Every employee is responsible for keeping an honest and accurate record of his/her time worked. In preparing their time record, employees must record the time they begin and end each work day, and also record the beginning and ending time of any unpaid break, meal period, or other period of departure from work. All absences (including vacation, illness, accidents, death in the family, etc.) also must be reported on the employee's time record. Failure to keep honest or accurate time records will subject an employee to disciplinary action, up to and including termination. Exempt or salaried employees will report exception time.~~

~~Falsifying time records is a serious matter. Employees may not change time after it is already recorded, enter a false time on purpose, tamper with time records, or record other employees' time for them. Any changes to a timecard must be made by the employee's supervisor, signed by both the employee and the supervisor, and then digitally recorded in the payroll system. Employees falsifying a time record or engaging in any other conduct that violates this policy may be subject to disciplinary action, up to and including termination.~~

Chapter Seven: ~~E~~Employee Expectations

Section 700.000 — ~~E~~Employee Privacy Policy

It is the City's policy to respect the privacy of employee personnel and payroll records to the extent possible while at the same time complying with the City's operational needs and all obligations regarding the public availability of open records and required production of records pursuant to a subpoena, court order, or otherwise. Therefore, absent the consent of the individual involved, a request made under the Georgia Open Records Act, or a subpoena, court order, or other circumstances requiring production, employee personnel and payroll records will only be made available for inspection and review to authorized individuals on a "need-to-know" basis.

In addition, an employee will be given access to inspect his own personnel and payroll records upon his request and scheduling an appointment at appropriate time, outside of his or her work hours, that is approved by the Human Resources Manager Human Resources Director. The employee will be charged for any copies he or she requests at the same rate the City charges for copying documents pursuant to an Open Records Request. An employee may request, through his or her Department Head, the correction, amendment or supplementation of records that they believe are not accurate, timely or complete. However, such corrections, amendments, or supplementation is not guaranteed and will only be made at in the discretion of the City Manager.

Section 710.000 — Search and Inspection of City Property

Employees shall have no expectation or right of privacy with respect to City facilities, property, and equipment including computers, desks, cabinets, drawers, and lockers. Employees shall not affix any personal locks to any City facilities, property, and equipment. The City reserves the right to search all City facilities, property, and equipment at any time with or without notice and for any reason, and to search employee personal items that are located or stored in any City facility, property, and equipment for work-related reasons, upon reasonable suspicion for such reasons.

Please also refer to the City's Use of Technology Resources Policy.

Section 720.000 — Code of Conduct

Since its inception, the City and its employees have been committed to ethical practices, honesty, fair dealing, and full compliance with all the laws affecting the City's activities. This code of conduct is general in nature and is not meant to cover all possible situations. In order to support the mission of the City, employees are committed to the following principles:

Quality: Everything we do has our signature on it. Anything worth doing is worth doing right. Services we provide and work we perform should be a source of pride for us and for the citizens of this community.

~~**Loyalty:** Each City employee has the duty to actively support the goals and mission of the City and to act in accordance with its needs and goals. This commitment to the organization means that we are to act only in the best interest of the community and avoid any perception to the contrary. The interests of the City community and this municipal government can never be served by compromising our principles.~~

Principles of Ethical Conduct: Every employee has the obligation to conduct himself/herself according to the highest ethical standards and to comply with these principles of ethical conduct and all policies of the City.

~~All entries made to the financial records must be true, complete, accurate and consistent with generally accepted accounting principles, with no omissions.~~

143

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
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2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22,
2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

Section 730.000—Standards of Conduct

Each employee has an obligation to observe and follow the City's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with his/her job performance, the job performance of others, or the orderly and efficient operation of a department or the City's services, corrective disciplinary measures will be taken. All employees also share an obligation to safeguard the integrity of the City's reputation and assure the continuation of ethical business practices.

Disciplinary action may include a verbal counseling, written warning, suspension without pay, and termination from employment. However, the City reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation or any policy that one form of disciplinary action will necessarily precede another.

By way of illustration only, the following misconduct may result in disciplinary action, up to and including termination:

- Misconduct;
- Violation of the City's policies set forth in this Handbook or in the City's charter or any City resolution or ordinance;
- Insubordination;
- Excessive absenteeism or tardiness;
- Violation of the City's Drug-Free Workplace Policy, including possession, use or sale of drugs or alcohol during working hours, reporting to work under the influence of drugs or alcohol, or unlawful use of drugs or alcohol;
- Possession of dangerous instruments on City property, including illegal firearms;
- Unsatisfactory job performance;
- Suspicion of theft or dishonesty;
- Violation of the City's Equal Employment Opportunity Policy or disrespect toward fellow employees, customers, visitors or other members of the public;
- Violation of the City's Workplace Violence Policy;
- Gossiping or discussing/disclosing confidential business or personnel matters;
- Failure to work with a positive attitude;
- Failure to help and support other employees;
- Violation of any policies or procedures set forth in this Handbook;
- Disrespectful or unprofessional conduct;
- Unauthorized or inappropriate use or disclosure of confidential information or trade secrets;
- Violating the City's Dress Code Policy, including wearing one's City work uniform while off duty; and
- Other misconduct as determined by the City.

These examples are not all-inclusive. The City emphasizes that discipline and termination decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the employee's work record, as determined by the City.

Section 740.000 — Bulletin Boards/Solicitation & Distribution

Bulletin Boards are provided for official City business, announcements, holiday notices, job openings, policies and procedures. Any posting on bulletin boards shall only be upon written authorization by the City Manager. Employees should periodically check the boards for updates or new announcements. Bulletin boards shall not post commercial or political advertising or any other activity such as, meetings or announcements unless sponsored by the City.

It is the City's policy to forbid all solicitation for contributions, membership in clubs or organizations, signatures for petitions or the sale of consumer products, or other outside business on City premises. An exception is made for City-approved charitable endeavors. The City may also choose to recognize charitable drives as a community-backed effort.

In order to avoid unnecessary annoyances and interruptions during the workday, solicitation by an employee of another employee is prohibited on the premises. Distribution of literature by employees is prohibited at all times on City premises.

Non-employees may not solicit for any purpose or engage in distribution of any literature or commercial goods of any kind in work areas at any time.

Duty to Report Criminal Charges/Determinations

Criminal charges:

Criminal charges:

An employee of the City of Villa Rica who is charged with a crime (other than a minor traffic offense and/or local ordinance violation) shall report having been charged to his or her supervisor within three (3) 3 days of becoming aware of such charge. The employee shall report the crime(s) he or she has been charged with, and with and provide documentation of the charges upon request. Within three (3) days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is immediately warranted.

Criminal Determinations: Within three (3) days of the employee receiving a disposition of the criminal charges, he or she will notify his/her supervisor and provide documentation of the disposition. Within 3three (3) days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is warranted. Failure to report under this policy may result in disciplinary action, including termination of employment.

Employee Benefits

Note: The information in this Handbook is current when published but the benefits provided may have

Last Updated April 19, 2018 | Page

145

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23, 2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

The City may offer certain benefits to its employees and their dependents. Benefits are not offered to spouses of City employees who are employed and offered coverage through their employer. All benefits are accompanied by eligibility requirements which must first be met by the employee and dependents (if applicable) before being eligible for coverage. All provisions for the various benefits and eligibility for same are governed by each benefit plan instrument which may be a plan document or certificate of coverage, or both. All employees will receive information explaining the plans in detail. This information also may be available in Human Resources at City Hall. In general, however, the following summarizes certain benefits the City may offer to employees. Any conflicting provisions contained in the applicable plan documents are controlling over the summaries provided below.

All rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and employee, elected official, and appointed official benefits are effective only if such individuals are eligible for the benefit (including any insurance) and remain covered or insured in accordance with policy terms. Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the City without the consent, notice to or concurrence of any person covered or insured thereunder.

The City may offer, if economically feasible, medical, dental, and/or vision coverage for eligible employees and their eligible dependents. Medical insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for medical insurance on the first (1st) of the month following thirty (30) days of employment.

The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance on their eligible dependents. Employees are eligible to be covered for life insurance on the first (1st) of the month following thirty (30) days of employment.

Employees of the City of Villa Rica may use City facilities and enroll in City programs for a reduced fee. Employees will receive a 50% discount on fees for facility rentals, team sports, summer day camp, and merchandise, etc. There is not a limit on the number of times you can take advantage of this discount.

Educational Assistance

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City.

~~The City offers educational assistance in the form of seminars, workshops, and job related~~ job-related courses to all eligible employees. To maintain eligibility employees must remain in an active pay status and be performing their job satisfactorily through completion of each course. Regular full-time employees are eligible for education assistance.

The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact Human Resources for more information or questions about educational assistance.

Employees who wish to attend job-related classes/courses/seminars **that are directly related to their current position**, are responsible for submitting requests to their Department Head ~~Manager~~, who will obtain approval from the City Manager. When the request is approved, all arrangements, including travel arrangements, will be made by the by Finance, who will notify the requesting department once arrangements are complete. All training and testing must be approved in advance by the City Manager.

The City will pay the cost of courses for all required, job-related training/certification as specified here: (i.e., water or wastewater certification programs)

Course/training/certification	one (1) time
Course/training/certification test	one (1) time
Refresher Course for re-test	one (1) time

If an employee fails to acquire certification required for their position, a determination will be made whether the employee should be reassigned or terminated.

~~Courses will be scheduled after work hours if possible. If the course is only offered during working hours, the city will pay the employee's base pay rate at the time of the course and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.~~

While educational assistance is expected to enhance employee performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. If an employee terminates employment with the City within six months of completing training, all expenses incurred will be reimbursed to the City. **Successful completion of training or college degrees, certifications may result in pay adjustments at the discretion of the City Manager.**

- B. Note: Students should research the accreditation process to ensure that the degree of education is above a minimum level of quality.
- C. Courses must be taken on the employee's own time., unless the course is required by the City as part of an in-service training program, technical courses required by the City to keep the employee continuously updated in a professional or highly technical field or otherwise authorized by the Department Director.
- D. Qualifying courses must:
1. directly relate to duties and responsibilities of the employee's current position
position or
 2. must enhance the employee's potential for advancement to a position with the City to which the individual has a reasonable expectation of advancing.
 3. approved courses may range from obtaining GED certification to technical courses such as electronics, engineering, computers through Master level studies.
- E. Employee eligibility will be determined by the Division Director, or Chief of Police, or Chief of Fire, and the Human Resources Director-City Manager prior to enrollment in the course. Applications received after the course(s) have begun shall not be considered for educational reimbursement.
- E.
- F. There will be no duplicate payments for the same course. If the course is reimbursable under any State or Federal Educational benefits (including V.A.) or any other outside agencies, grants (HOPE Grant), etc., the City will provide educational reimbursement only for the cost above those paid by the other outside sources. The employee is required first to apply for any outside benefits for which he/she is eligible. The employee must provide proof of other benefits granted or denied before applying for educational reimbursement through the City.
- F.
- G. Actual tuition fees, laboratory fees, technology fees-(10-2-12), distance learning fees (6-16-16), instructional fees, (6-16-16) computer rentals (in the event that the educational institution charges for computer use during class time), and work manuals necessary to the course, are reimbursable. Application fees, miscellaneous administrative fees, graduation fees, test and examination fees, evaluation fees, parking fees, activity fees, athletic fees-(6-16-16), data cards, -(6-16-16), student services fees-(6-16-16), health fees, food, mileage, lodging, etc. are not subject to reimbursement.
- G.
- H. Upon successful completion of the course, educational reimbursement will be as follows for pre-authorized expenses:

GRADE	REIMBURSEMENT
<u>A</u>	<u>10</u>

<u>Christmas Eve</u>	<u>December 24th</u>
<u>Christmas Day</u>	<u>December 25th</u>

If a holiday falls on a Sunday, it will normally be observed on the following Monday, and if the holiday falls on a Saturday, it will normally be observed on the preceding Friday. An employee who is not on approved leave and who fails to report on his or her scheduled work days before and after the holiday will not be paid for the holiday. Holidays that occur during an employee's approved annual or sick leave will not be charged against the employee's annual or sick leave. An exempt employee who is required to work on a designated holiday during the regular work cycle may receive a commensurate day off at a later date. This date must be agreed upon by the Department Head and City Manager and scheduled within three (3) months of the holiday worked.

Employees who work on the actual day of a holiday will be paid at their regular rate for the first eight (8) hours worked on the holiday (holiday pay) and be compensated in accordance with the Fair Labor Standards Act for all time worked on a holiday. All hours worked on a day the City is closed to observe a holiday, but which is not the actual holiday itself will be paid at the employee's regular rate.

Permanent Part-Time employees will be eligible for Holiday Pay based on their regular work commitment, provided they are in pay status the day before and the day after the Holiday

~~Section 800.000—Employee Benefits~~

~~Elected and Mayoral or City Council Appointed Officials may be eligible for different or additional benefits not available to regular employees, in accordance with the provisions of the applicable benefit policy.~~

~~Section 810.000 — Health, Dental and Vision Insurance~~

~~Section 820.000—Life Insurance~~

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23,
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~~The City may offer, if economically feasible, supplemental insurance for eligible employees and their eligible dependents. Supplemental insurance coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for supplemental insurance on the first (1st) of the month following thirty (30) days of employment.~~

~~The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee. Currently, the City will contribute one half of the employee's contribution, not to exceed 3% of the employee's salary~~

~~The City may offer, if economically feasible, Short Term Disability (STD) and/or Long Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. STD and/or LTD insurance may be offered for purchase by the~~

~~The City currently pays for the employees' pension plan at 100%. This is a non-matching plan and the employee is vested after ten (10) years of employment.~~

~~The City of Villa is dedicated to the health and wellbeing of their employees. The City offers an Employee Assistance Program (EAP) through Tanner Medical Center. This service provides counseling for issues such as personal and family concerns, job stress, alcohol or drug problems, and emotional trauma. This program is confidential and results will not be shared with the City or your supervisor unless you give permission to do so. More information is available in Human Resources or you can contact Tanner EAP at 770-834-8327.~~

~~The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City.~~

Employees who wish to attend job-related classes/courses/seminars are responsible for submitting requests to the City Safety/Training Manager to their Manager,, who will obtain approval from the department manager and the City Manager. When the request is approved, all arrangements, including travel arrangements, will be made by the City Safety/Training by Finance Department, who will notify the requesting department once arrangements are complete. All training and testing must be approved in advance by the City Manager.

~~Course/training/certification one (1) time~~
~~Course/training/certification testone (1) time~~

If an employee fails to acquire certification required for their position, a determination will be made whether the employee should be reassigned or terminated.

Courses will be scheduled after work hours if possible. If the course is only offered during working hours, the city will pay the employee's base pay rate at the time of the course and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

~~While educational assistance is expected to enhance employee performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. If an employee terminates employment with the City within six months of completing training, all expenses incurred will be reimbursed to the City.~~

~~Section 890.000~~

~~TRAINING POLICY~~Training Policy

The City of Villa Rica has an obligation to provide professional services to the community. In fulfilling this responsibility, it is essential that city personnel be properly trained. This is true not only at the entrance level where personnel must receive basic training prior to their assumption of their responsibilities, but

The City Safety / Training Manager is Department Managers/Directors are responsible for planning, designating, and implementing all training programs for the city of Villa Rica. Training may be held in the City or at other locations.

~~The City observes the following holidays during the year:~~

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

~~If a holiday falls on a Sunday, it will normally be observed on the following Monday, and if the holiday falls on a Saturday, it will normally be observed on the preceding Friday. An employee who is not on approved leave and who fails to report on his or her scheduled work days before and after the holiday will not be paid~~

~~Employees who work on the actual day of a holiday will be paid at their regular rate for the first eight (8) hours worked on the holiday (holiday pay) and be compensated in accordance with the Fair Labor Standards Act for all time worked on a holiday. All hours worked on a day the City is closed to observe a holiday, but which is not the actual holiday itself will be paid at the employee's regular rate.~~

~~Section 910.000 — PaPaid Time Off~~**Paid Time Off**

The City observes the following holidays during the year:

Last Updated April 19, 2018 | Page

Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If a holiday falls on a Sunday, it will normally be observed on the following Monday, and if the holiday falls on a Saturday, it will normally be observed on the preceding Friday. An employee who is not on approved leave and who fails to report on his or her scheduled work days before and after the holiday will not be paid for the holiday. Holidays that occur during an employee's approved annual or sick leave will not be charged against the employee's annual or sick leave. An exempt employee who is required to work on a designated holiday during the regular work cycle may receive a commensurate day off at a later date. This date must be agreed upon by the Department Head and City Manager and scheduled within three (3) months of the holiday worked.

Employees who work on the actual day of a holiday will be paid at their regular rate for the first eight (8) hours worked on the holiday (holiday pay) and be compensated in accordance with the Fair Labor Standards Act for all time worked on a holiday. All hours worked on a day the City is closed to observe a holiday, but which is not the actual holiday itself will be paid at the employee's regular rate.

Permanent Part-Time employees will be eligible for Holiday Pay based on their regular work commitment, provided they are in pay status the day before and the day after the Holiday

Section 910.100 — Purpose

The purpose of Paid Time Off (vacation and sick leave) is to provide employees with paid time off from work that employees may use at their discretion. The City's goal in providing employees vacation is to provide them with the ability to take vacation at their discretion so as to support work-life balance and flexibility, to reduce unscheduled absences, and to reduce the need for supervisory oversight.

Vacation and Sick Leave

Section 910.200 — Eligibility

All regular, full-time employees are eligible to accrue vacation and sick leave.

Use of Vacation

Vacation may only be taken with approval. An employee who wishes to take vacation must provide three (3) days advance notice to his or her supervisor by submitting a vacation request; unless the vacation is used for a legitimate, unexpected illness or emergency.

The City appreciates as much notice as possible, preferably thirty (30) days, when an employee knows he

or she expects to miss work for an extended scheduled absence, such as a planned vacation. When possible, vacation will be allowed in accordance with employee requests, taking operating requirements into account. Generally speaking, length of employment determines priority when scheduling vacation.

Requests for vacation leave must be made in writing ten days in advance and will be granted at the discretion of your supervisor or department head.

Section 910.300 — Accrual of Vacation

Eligible full-time employees will accrue the following amounts of vacation on their anniversary date of hire with the City based on the number of years they have been employed by the City on the anniversary date:

Full time employees will accrue Vacation leave in accordance with the following schedule:

Service Time	Monthly Earnings	Annual Earnings
Initial Hire — one year	4.0 Hours	6 Days
After one year	6.0 Hours	9 Days
After four years	8.0 Hours	12 Days

After nine years 10.0 Hours 15 Days

After 15 years	13.33 Hours	20 Days
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All regular full-time City employees (including police officers on all shifts) accrue vacation leave credits on the following basis, with the exception of employees working twenty-four (24) hour shifts. The accrual rate increases on the employee's anniversary date.

Years of Service	Hours per pay-period Hours Per Pay Period	Hours Per Year	Days Per Year
0-6 months 3 years	3.0769	80	10
4-9 years 7-12 months	3.0769 4.6154	80 120	15 10
After 1 Year- 10-44 years	5.2308 3.0769	136 80	17 10
After 45-19 years through 9 years	5.8462 3.69	152 96	19 12
After 9 years	6.4615 4.62	167 120	152 10

Last Updated April 19, 2018 | Page

164

April 16, 2018 April 16, 2018 April 16, 2018 April 15, 2018 April 5, 2018 April 5, 2018 March 23, 2018 March 23, 2018 March 6, 2018 February 26, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 23, 2018 February 22, 2018 February 22, 2018 February 22, 2018 February 22, 2018 February 22, 2018 February 13, 2018

- 14 years20- 24 years			
15+ years25+ years	7.07696.15	183160	2023

~~Accrual of vacation time will not begin until successful 2completion of the new hire probationary period. Provided the probation period is not extended the-In addition, the employee will receive a lump sum of five (5) days at the end of the probationary periodemployee will receive a lump sum of 5 days and begin accruing vacation at the rate of 3.0769 hours per pay period. Requests for vacation leave must be made in writing ten days in advance and will be granted at the discretion of your supervisor. All department heads must submit their leave requests to the City Manager for approval.~~

~~Section 910.700 — Use of Vacation~~

~~Vacation may only be taken with approval. An employee who wishes to take vacation must provide three (3) days' advance notice to his or her supervisor by submitting a vacation request; form unless the vacation is used for a legitimate, unexpected illness or emergency. In all instances, vacation must be approved by the employee's supervisor in advance.~~

~~The City appreciates as much notice as possible, preferably thirty (30) days, when an employee knows he or she expects to miss work for an extended scheduled absence, such as a planned vacation. When possible, vacation will be allowed in accordance with employee requests, taking operating requirements into account. Generally speaking, length of employment determines priority when scheduling vacation.~~

~~Requests for vacation leave must be made in writing ten days in advance and will be granted at the discretion of your supervisor or department head. All department heads must submit their leave requests to the City Manager for approval.~~

~~Section 910.400 — Carry Over of Vacation~~

~~In the event that vacation is not used by the end of the next benefit year, employees may carry forward a maximum of 240 hours or thirty days. When the unused vacation reaches 240 hours, additional accruals will stop, until the accrued balance falls below 240 hours.~~

~~Section 910.600 — Payment for Unused, Accrued Vacation~~

~~Employees will be paid for unused, accrued vacation upon termination of employment. Employees who are subject to layoff or reduction, who retire, or who otherwise voluntarily terminate their employment may receive unused, accrued vacation if they provide two weeks' notice of their termination and depart on good terms, as determined in the sole discretion of the City.~~

excused from jury duty or appearance for testimony during their regular working hours.

Employees also may be given up to two (2) hours of unpaid leave to vote on the day of an election. However, such leave may only be taken during the hours specified by your Department Head. This provision does not apply to employees whose hours of work begin at least two hours after the polls open or end at least two hours before the polls close.

Section 930.000 — Bereavement Leave

Upon approval by the Department Head, bereavement leave up to three (3) consecutive working days per calendar year typically will be granted with pay for an employee's absence from duty in the event of death in the immediate family, as defined below. Bereavement leave will be granted for the death of any of the following persons: spouse, parent or stepparent, child or stepchild, sibling, grandparent, grandchildren, or any of the above listed members of the employee's current spouse's family, or any person who is domiciled in the employee's household. **Employees who must travel over 200 miles four hours from their home, away may be granted and additional two days of bereavement leave.** Employees must be scheduled to work during the time they are off for bereavement leave. Any additional approved time off will be taken without pay or may be charged against the employee's available vacation. The City reserves the right to deny any request based on operational and staffing needs and further reserves the right to require an employee to document the death of a family member.

Section 940.000 — Military Leave

The City will comply with its obligations for those employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. Military duty, for the purpose of this policy, includes any ordered military duty in the service of the State of Georgia or the United States of America. This includes schools conducted by the armed forces of the United States.

Regular full-time employees are entitled to 14 days of leave with pay while engaged in the performance of military duty including going to and from such duty during normal working hours. The portion of any military leave in excess of 14 days will be unpaid. However, employees may use any available vacation for the absence. If the Governor calls out the unit, full pay can be awarded for a thirty-day period at the City Manager's discretion.

Subject to the terms, conditions and limitations of the plan, the service member will be allowed to continue health insurance benefits for the term of the military leave. Employees returning from military duty will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as job seniority and pension status.

Currently, the Uniformed Services Employment and Reemployment Rights Act provides for unpaid leave and reemployment rights to veterans whose cumulative period of uniformed service does not exceed five

~~Employees will be able to convert up to three days or 24 hours of sick leave to personal leave at the end of each year. This leave is designed to allow the employee to attend to personal business without using Vacation Time. In order to convert sick leave to personal leave you must have at least 40 hours after the conversion.~~

Once the twelve-week period of FMLA leave is exhausted, and employee is unable to return to work, the employee may request to extend the medical leave for a period not to exceed an additional twelve (12) weeks. The request must be in writing and delivered to the direct supervisor and department head for review. The Department Head will make a recommendation to the City Manager for final decision. The City reserves the right to grant less than the full twelve weeks.

An employee with one (1) year of employment with the City may be granted a personal leave of absence without pay. Employees may be asked to submit a request for leave in writing. The granting of this type of leave is normally for compelling reasons and is dependent upon the sole discretion and written approval of the Mayor and City Council. Such leaves of absence ordinarily may not exceed six (6) consecutive months and may be granted only after unused, accrued vacation is exhausted. The City will make reasonable efforts to return an employee to the same or similar job held prior to the leave of absence, subject to staffing and operational requirements, but there is no guarantee of, and employees have no right to, reinstatement or continued employment during or following leave in the employee's same position or any position at all. The City reserves the right to fill or reassign an employee's position while on leave at any time and without notice. Unless pre-approved in writing by an authorized representative of the City, engaging in other gainful employment during such a personal leave of absence will be considered a voluntary resignation. An employee on leave without pay status shall not accrue vacation or receive holiday pay during that leave.

Section 1300.000 — Job References

The City's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the City. Any request for a reference or employment history of any kind should be directed to the Human Resources ManagerHuman Resources Director. For your information, the Human Resources ManagerHuman Resources Director or his/her designee's response will be limited to providing dates of employment, position history and salary history. No one other than the Human Resources ManagerHuman Resources Director may respond to a job reference inquiry.

Reduction in Force

A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.

When a reduction in force becomes necessary, the City Manager shall confer with other appropriate officials to ensure that the reduction is carried out appropriately and orderly. The following guidelines and procedures shall apply to any reduction in force:

1. 1. —The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.
2. 2. —The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.
3. 3. —The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant, and irrelevant and identify the required number of employees for layoff or reduction. Such layoff or reduction decisions may be based on any and all factors deemed relevant to the Department Head, and may include, but are not limited to, the following: consideration of the value of employees to the City in terms of meeting operating requirements, the qualifications and performance of individuals, performance appraisal history, job criticality, any information contained in each employee's personnel file, information and/or recommendations received from the City Manager or other sources, and length of employment with the City.
4. 4. —Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23,
2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22,
2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

Human Resources ManagerHuman Resources Director, you are to file your complaint directly with the City Manager.

Section 210.000 — Retaliation

The City prohibits unlawful retaliation against anyone who has made a complaint or provides information related to a complaint under this policy. Any employee who feels that he or she has experienced or witnessed retaliation should immediately notify the City by using this Complaint Procedure.

Section 220.000 — Review of Complaint

The City will undertake an objective and appropriate review of any complaint, and expects all employees to fully cooperate with internal investigations that may be conducted by the City. To the extent practicable and appropriate, the City will keep any complaint and the terms of its resolution confidential. The City will take corrective action as deemed appropriate, including such discipline up to and including termination of employment. The City will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified about the outcome of your complaint. If you have any questions about the status of your complaint at any time, you should contact the Human Resources ManagerHuman Resources Director at the above telephone number and address.

Each employee also should be aware that he or she has the right to file a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) or other state agency as provided by law. According to the EEOC, the deadline for filing any such charge runs from the last date of unlawful conduct, not from the date that the complaint is resolved.

Section 230.000 — Intentionally False Claims

The City recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The City encourages any employee to raise questions he or she may have regarding misconduct or this Policy with the Human Resources ManagerHuman Resources Director.

Section 240.000 — Progressive Discipline

The Progressive Discipline process is designed to be constructive and corrective and to promote employee success. It gives employees the information necessary to understand what aspect of work performance, attendance and/or behavior is unacceptable, identifies the improvements that are expected, and provides the opportunity for employees to

demonstrate the expected improvements. The goal is to improve performance, attendance, or behavior of employees and to assist employees in taking ownership of their performance, attendance, or behavior.

It is the responsibility of the employee to adhere to the expectations outlined by the supervisor and to adhere to the standards of conduct. It is recommended that employees whose performance or Behavior is unsatisfactory, be provided an opportunity to go through the progressive discipline process.

However, there are circumstances that warrant immediate termination. In addition, there is no required number of instances that a supervisor must warn or reprimand an employee before termination is warranted.

Progressive Discipline Steps

When an employee's performance or behavior is unsatisfactory, a progressive process is strongly advised. The steps involved in the process may include verbal discussion, written warning, suspension without pay, and termination. It is required that department management document all steps of the corrective discipline process as they occur. Including warnings and ramifications if the unacceptable performance and/or behavior are not corrected.

In each step, department management is advised to state the next step to be taken if the performance does not improve. However, in cases of serious misconduct (please see the section on serious misconduct below); the employee may be immediately terminated, or suspended from the work force.

Verbal Disciplinary Action

The initial disciplinary action should be verbal, whenever possible. The discussion should be firm but fair and should ensure that the employee clearly understands the established standards and expectations with respect to the unacceptable performance or behavior. A written record of the date and content of such discussions should be maintained in the appropriate files in the department.

Written Disciplinary Action

If serious misconduct is the cause of the dismissal, the employee will be given the reason for the dismissal and be given a chance to explain his conduct prior to the supervisor making the decision to dismiss him/her. Dismissal actions must be approved by Human Resources and the City Manager.

Appeal Process

Any employee demoted, terminated, suspended, or reduced in pay shall have the right to appeal such disciplinary action. The appeal shall be in writing and must be received by the respective department head within fiveten (10 (5) calendar days following the effective date of the disciplinary action. Upon the decision of the department head, the employee may appeal to the City Manager. The appeal shall be in writing and must be received by the City Manager within ten(5) calendar days from the decision of the department head. Upon receipt of a request for appeal to the City Manager or his/her, designee shall within ten (10) days of the notice, schedule the interview after consultation with the affected employee.

Section 960.000 Family and Medical Leave Act (FMLA)

Section 960.100 Scope of Policy

The Family and Medical Leave Act of 1993 (“FMLA”) provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those employers and employees who are protected based on the provisions of the FMLA.

In addition to the information on the Notice following this Policy (identified as Employee Rights and Responsibilities), the following information is provided to explain the employee’s rights and obligations when requesting a family or medical leave.

POLICY

- (1) Birth of a child and to care for the newborn child;
(2) Adoption or foster placement of a child with the employee;
(3) To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
(4) Serious health condition of employee that prevents the employee from performing the job functions; and
(5) Any qualifying exigency arising from the fact that the employee's family member (the covered military member) is on active duty or has been notified of an impending deployment in support of a contingency operation. Qualifying exigencies are defined as short-notice deployment (seven or less calendar days); military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation (up to five days per instance); post-deployment activities; additional activities where the City and employee agree that the leave is an exigency and agree to both timing and duration of the leave.

The City of Villa Rica will provide eligible employees up to twenty-six (26) weeks of unpaid Military Caregiver Leave under the FMLA to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Please note that this leave is available for the care of current service members and covered veterans.

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered service member. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule

~~All requests for intermittent or reduced leave schedule for FMLA purposes must be submitted to Human Resources for review.~~

"Active duty or call to active duty status" means a call or order to active duty in support of a contingency operation pursuant to various sections of Title 10 of the United States Code as defined in 29 C.F.R. § 825.800.

"Contingency Operation" means a military operation designated by the Secretary of Defense as one in which Armed Forces members are or may be involved in military actions, operations, or hostilities against an enemy of the U.S. or an opposing military force, or a military operation that results in the call or order to, or retention on, active duty as defined in 29 C.F.R. § 825.800.

~~"Covered military member," means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.~~

"Covered Service member" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.

~~Health care provider means:~~

~~(1) The FMLA defines health care provider as:~~

~~(i) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or~~

~~(ii) Any other person determined by the Secretary to be capable of providing health care services.~~

"Son or daughter" means a biological, adopted or foster child, a stepchild, a legal ward, or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older,

"Son or daughter of a covered service member" means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member acted in the place of a parent, and who is of any age.

"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

~~(1) Was entered into in a State that recognizes such marriages; or~~

~~(2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.~~

"TRICARE" is the health care program serving active duty service members, National Guard and Reserve members, retirees, their families, survivors, and certain former spouses worldwide.

~~PROCEDURES~~

~~Employee Submits the "Family & Medical Leave Request Form"~~

If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to his/her supervisor. If such advance notice is not possible, the employee must give notice to his/her supervisor as soon as practicable, ordinarily within one or two working days of learning of the need for leave. When planning medical treatment, the employee should make a reasonable effort to schedule the treatment, subject to the approval of the health care provider, so that any corresponding leave will not unduly disrupt the operations of The City of Villa Rica. Supervisors must immediately report all requests for FMLA leave to Human Resources to ensure all requests are reviewed in a timely

~~For military exigency, the City may require that a first request for leave because of a qualifying exigency arising from active duty or a call to active duty be supported by a copy of the covered service member's active duty orders or other documentation issued by the military. A certification form requesting the required information to support a request for exigency leave will be provided by the City upon request.~~

Supervisors should provide any employee absent due to a health condition for three or more consecutive days with a Medical Leave Packet that informs employees of their FMLA rights and responsibilities. This packet shall include detailed information regarding the City's leave policies, the "Family & Medical Leave Request Form," certification documentation to be provided to the employee's health care provider, return to work documentation and such other information as the Human Resources Director or his/her designee deems appropriate.

~~An employee is eligible for FMLA leave only if the employee meets all three of the following eligibility requirements:~~

- (1) Has been employed by the City for at least 12 months (which do not have to be consecutive) prior to the date of leave*;
- (2) Has worked at least 1,250 hours during the 12-months immediately before the date FMLA leave begins; and
- (3) Is employed at a worksite within 75 miles of which the City employs at least 50 people.

Certification of Qualifying Exigency for Military Family Leave

The City may require that an employee's request for qualifying exigency leave be supported by an appropriate certification. The City may require that the certification include a copy of the military member's active duty orders. However, the employee is only required to provide this information to the City once for a military member on a specific deployment.

The City may also require the employee to submit certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought. For example, if the employee is taking leave to meet with an alternate childcare provider or a financial consultant, the City may require the employee to provide the contact information of the third party with whom the employee is meeting. Where an employee seeks leave to spend time with a military member on Rest and Recuperation leave, the City may request a copy of the military member's Rest and Recuperation orders, or other documentation confirming the dates of the member's leave.

The City may not require second and third opinions or recertification for qualifying exigency leave. When the leave involves meeting with a third party, the City may contact the third party to confirm that the meeting is taking place and the nature of the meeting, but the City will not request additional information. The City also may contact the Department of Defense to verify a military member's covered active duty status.

Certification for Serious Injury or Illness of Current Service member for Military Family Leave

The City may require that leave to care for a covered service member be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

An authorized health care provider is a:

United States Department of Defense ("DOD") health care provider;

Last Updated April 19, 2018 | Page

183

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23, 2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

If an employee submits a complete and sufficient certification form signed by a health care provider, no additional request for information from the health care provider will be made by the City. However, the City may contact the health care provider for purposes of clarification and authentication of the medical certification. Authentication means providing the health care provider with a copy of the certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document. Clarification means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response. The City shall not ask the health care provider for additional information beyond that contained on the medical certification form.

Within five days of receipt of all requested information, the Human Resources Director, or his/her designee will mail a cover letter and Designation Notice form (WH-382) to notify the employee whether his or her FMLA request has been approved or denied. The cover letter will address specific information related to the need for leave or benefit changes.

In some circumstances, the Designation Notice may be provided contemporaneously with the Notice of Eligibility and Rights & Responsibilities (WH-381) form when adequate information has been obtained regarding both the employee's eligibility for FMLA leave and the absence's qualification for FMLA leave.

Employees who are granted FMLA leave will be required to use accrued leave balances concurrently with the FMLA leave. Additionally, any workers' compensation leave that qualifies as a FMLA event will run concurrently with the FMLA leave.

Missed Deadlines

If the City does not designate FMLA leave within the applicable timeframe as required by 29 C.P.R. § 825.300(d), the leave may be retroactively designated as FMLA leave with appropriate notice to the employee; provider, however, that the failure to timely designate leave does not cause harm or injury to the employee. In all cases deadlines missed by the City, where leave would qualify for FMLA protections, the leave will be retroactively designated as FMLA leave. In such cases, the employee will be provided the same leave benefits and job guarantees he or she should receive under the FMLA.

Recertification

In most cases, the City will request recertification no more often than every 30 days, unless:

- (1) the medical certification indicates that the minimum duration of the condition is more than 30 days; or
- (2) the employee requests an extension of leave that has been certified to have a duration of less than 30 days; or
- (3) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications); or
- (4) the City receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23,
2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22,
2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Health Insurance Plan Summary Document
AGENDA DATE: 05/01/2018

DATE PREPARED: 4/19/18
PREPARED BY: Stephanie Rooks

AMOUNT: No Cost, Information Only
GL ACCOUNT #:

PURPOSE: The purpose of a Plan Summary Document is to specify what is covered and not covered by the plan and the percentage of cost that the insurance will pay. The Plan document also includes definitions with respect to the plan. This document must be distributed to all covered members or published in an easily accessible place. Staff plans to distribute copies to employees and upload the document to the HR page on the City website.

BACKGROUND: This document has been drafted by HealthScope with input from our insurance consultant and staff. Under a self-funded plan, the City has more control to define what is covered.

STAFF RECOMMENDATION: Staff is recommending approval of the 2018 Plan Summary Document as presented.

IMPACT: This action will allow the City to have guidelines and policy for the Health Plan and educate the employees the coverages and any restrictions on what is covered or not.

MOTION: Make a motion to approve the 2018 Health Plan Summary Document as presented.

PPO - NON-GRANDFATHERED

**CITY OF VILLA RICA
EMPLOYEE BENEFIT PLAN**

Plan Document and Summary Plan Description
Effective: October 1, 2017

TABLE OF CONTENTS

	Page
ARTICLE I ESTABLISHMENT OF THE PLAN; ADOPTION OF THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION	3
ARTICLE II INTRODUCTION AND PURPOSE; GENERAL PLAN INFORMATION	4
ARTICLE III SUMMARY OF BENEFITS	6
ARTICLE IV DEFINITIONS	12
ARTICLE V ELIGIBILITY FOR COVERAGE	30
ARTICLE VI TERMINATION OF COVERAGE.....	38
ARTICLE VII CONTINUATION OF COVERAGE.....	39
ARTICLE VIII GENERAL LIMITATIONS AND EXCLUSIONS.....	49
ARTICLE IX PLAN ADMINISTRATION	51
ARTICLE X CLAIM PROCEDURES; PAYMENT OF CLAIMS	53
ARTICLE XI COORDINATION OF BENEFITS	69
ARTICLE XII MEDICARE	71
ARTICLE XIII THIRD PARTY RECOVERY, SUBROGATION AND REIMBURSEMENT	72
ARTICLE XIV MISCELLANEOUS PROVISIONS	76
ARTICLE XV MEDICAL BENEFITS	79
ARTICLE XVI PRESCRIPTION DRUG BENEFITS	92
ARTICLE XVII HIPAA PRIVACY	96
ARTICLE XVIII HIPAA SECURITY	103

ARTICLE I
ESTABLISHMENT OF THE PLAN; ADOPTION OF THE PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION

THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION, made by the City of Villa Rica (the “Plan Sponsor”) as of October 1, 2017, hereby sets forth the provisions of the City of Villa Rica Employee Benefit Plan (the “Plan”).

1.01 Effective Date

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein.

1.02 Adoption of the Plan Document

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description, and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed.

CITY OF VILLA RICA

By: _____

Name: _____

Date: _____

Title: _____

ARTICLE II

INTRODUCTION AND PURPOSE; GENERAL PLAN INFORMATION

2.01 Introduction and Purpose

The Plan Sponsor has established the Plan for the benefit of eligible Employees, in accordance with the terms and conditions described herein. Plan benefits are self-funded through a benefit fund or a trust established by the Plan Sponsor and self-funded with contributions from Participants and/or the Plan Sponsor, or are funded solely from the general assets of the Plan Sponsor. Participants in the Plan may be required to contribute toward their benefits.

The Plan Sponsor's purpose in establishing the Plan is to help offset, for eligible Employees, the economic effects arising from a Non-occupational Injury or Sickness. To accomplish this purpose, the Plan Sponsor must be cognizant of the necessity of containing health care costs through effective plan design, and of abiding by the terms of the Plan Document, to allow the Plan Sponsor to allocate the resources available to help those individuals participating in the Plan to the maximum feasible extent.

The purpose of this Plan Document is to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain expenses for eligible benefits. The Plan Document is maintained by the Plan Sponsor and may be inspected at any time during normal working hours by any Participant.

2.02 General Plan Information

Name of Plan: City of Villa Rica Employee Benefit Plan

Plan Sponsor: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
(678) 840-1223

Plan Administrator:
(Named Fiduciary) City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
(678) 840-1223

Plan Sponsor ID No. (EIN): 58-6000691

Plan Status: Non-Grandfathered

Source of Funding: Self-Funded

Applicable Law: Federal and State of Georgia

Plan Year: October 1 through December 31, 2017
Jan 1, 2018 through December 31, 2018

Plan Type: Medical
Prescription Drug

Third Party Administrator: HealthSCOPE Benefits, Inc.
27 Corporate Hill Drive
Little Rock, AR 72205
501-225-1551

Participating Employer(s): City of Villa Rica

Agent for Service of Process:

**City of Villa Rica
Plan Administrator
571 W. Bankhead Hwy.
Villa Rica, GA 30180
(678) 840-1223**

2.03 Legal Entity; Service of Process

The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

2.04 Not a Contract

This Plan Document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan Document shall not be deemed to constitute a contract of any type between the Plan Sponsor and any Participant or to be consideration for, or an inducement or condition of, the employment of any Employee. Nothing in this Plan Document shall be deemed to give any Employee the right to be retained in the service of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge any Employee at any time; provided, however, that the foregoing shall not be deemed to modify the provisions of any collective bargaining agreements which may be entered into by the Plan Sponsor with the bargaining representatives of any Employees.

2.05 Mental Health Parity

Pursuant to the Mental Health Parity Act (MHPA) of 1996 and the Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008, this Plan applies its terms uniformly and enforces parity between covered health care benefits and covered mental health and substance disorder benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

2.06 Applicable Law

This is a self-funded benefit plan not subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan is funded with employee and/or employer contributions. The Plan is subject to Federal law and the laws of the State of Georgia.

2.07 Discretionary Authority

The Plan Administrator shall have sole, full and final discretionary authority to interpret all Plan provisions, including the right to remedy possible ambiguities, inconsistencies and/or omissions in the Plan and related documents; to make determinations in regards to issues relating to eligibility for benefits; to decide disputes that may arise relative to a Plan Participants' rights; and to determine all questions of fact and law arising under the Plan.

ARTICLE III SUMMARY OF BENEFITS

3.01 Plan Design

This Plan is structured to provide Participants with access to high quality care at an affordable cost. As such, the Plan calculates benefits differently depending on the type of Provider, the service or supply provided, and the location where a Participant receives services or supplies.

For Covered Expenses performed by a Facility or Hospital, as defined in Article IV, the Plan provides open access to any Facility or Hospital of the Participant's choosing. This means the Plan does not provide access to a Preferred Provider Organization ("PPO") Network for Facilities or Hospitals. Please see Section 3.04 below for more details.

For Covered Expenses performed by a Provider, as defined in Article IV, which includes but is not limited to a Physician, a licensed speech or occupational therapist, physical therapist, the Plan provides access to a PPO Network, subject to any applicable Deductibles, copays, and/or coinsurance. Please see Section 3.05 below for more details.

3.02 General Limits

Payment for any of the expenses listed below is subject to all Plan exclusions, limitations and provisions. All coverage figures are after the out-of-pocket Deductible has been satisfied. Benefits for Pregnancy expenses are paid the same as any other Sickness.

Failure to comply with Utilization Management will result in a higher cost to Participants. **"Utilization Management"** includes hospital pre-admission certification, continued stay review, length-of-stay determination and discharge planning. These programs are designed to ensure that Medically Necessary, high-quality patient care is provided and enables maximum benefits under the Plan. See pre-certification requirements in the section entitled "Cost Containment."

The following services may require pre-certification (or reimbursement from the Plan may be reduced):

- Scheduled Air Ambulance transfers (see Cost Containment section for specific procedures);
- Inpatient Hospitalization;
- Outpatient surgery;
- Transplant Candidacy Evaluation and Transplant (organ and/or tissue);
- Inpatient Mental/Nervous facility based programs;
- Inpatient Substance Abuse facility based programs;
- Dialysis;
- Chemotherapy;
- Radiation therapy;
- Certain injections and infusion drugs (J Codes) over \$2,500;
- Observation more than 23 hours;
- DME in excess of \$500.00.

Remember that although the Plan will automatically pre-authorize a maternity length of stay that is 48 hours or less for a vaginal delivery or 96 hours for a cesarean delivery, it is important to have your Physician call to obtain pre-certification in case there is a need to have a longer stay. See pre-certification requirements in the section entitled "Cost Containment" for more details.

3.03 Provider-Patient Relationship

Each Participant has a free choice of any Provider, and the Provider-patient relationship shall be maintained. The Participant, together with his or her Physician, is ultimately responsible for determining the appropriate course of medical treatment, regardless of whether the Plan will pay for all or a portion of the cost of such care.

In addition, each Participant has a free choice to select a Hospital or to make a free choice of the attending Physician or professional Provider. However, benefits will be paid in accordance with the provisions of this Plan.

3.04 Facilities and Providers Billing as Facilities

The Plan provides Participants with open access to any Facility or Hospital of the Participant's choosing. The following are examples of Facilities:

- Hospitals (Inpatient and Outpatient treatment);
- Inpatient Facilities (such as Skilled Nursing Facilities or Hospice Facilities);
- Outpatient Facilities (such as Rehabilitation Hospitals, Infusion Therapy Centers, or Hospice Facilities)
- Inpatient and Outpatient Facilities for treatment of Mental or Nervous Disorders, or Substance Abuse Disorders;
- Air/ground ambulance;
- Ambulatory Surgery Centers; or
- Dialysis clinics.

Payment for Covered Expenses at Facilities, or for Providers billing as a Facility, will be the Reasonable and Allowable Amount. Please see the Summary of Benefits for additional information on benefits and limitations.

3.05 Professional Services Providers

The Plan offers access to a PPO Network to access discounted fees for services for Participants. A list of the PPO Network Providers can be accessed at www.healthscopebenefits.com.

Where a full compliment of PPO Network Providers is unavailable, then the Plan Administrator may grant an exception and reimburse a Non-Network Provider at the PPO Network Provider benefit level. In order for the Plan Administrator to grant an exception, the Provider must accept the Reasonable and Allowed Amount as payment in full, less any applicable Deductible, copay, or coinsurance amounts.

Please note that the PPO Network does not include services and supplies provided by Hospitals, Ambulatory Surgery Centers, infusion therapy centers, dialysis clinics, or Facilities. For these services and supplies, the Plan will calculate payment based on the Reasonable and Allowable Amount for Facilities.

3.06 Claims Audit

In addition to the Plan's Medical Record Review process, the Plan Administrator may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, the Plan Administrator has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that are in excess of the Reasonable and Allowable Amount and/or Medically Necessary, if any, and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to the Plan Administrator or its agent to identify the charges deemed in excess of the Reasonable and Allowable Amount or other applicable provisions, as outlined in this Plan Document.

3.07 Calendar Year Maximum Benefit

The following calendar year maximums apply to each Participant:

Calendar Year Maximum Benefits for:	
Chiropractic Care	50 visits
Home Health Care	60 visits
Occupational Therapy	50 visits
Physical Therapy	50 visits
Skilled Nursing Facility	60 days
Speech Therapy	20 visits

All Essential Health Benefits	Unlimited
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3.08 Summary of Medical Benefits—POINT OF SERVICE PLAN

The following benefits are per Participant per calendar year:

Deductible - Individual - Family Unit	\$1,000 \$2,000
	The Family Deductible includes an embedded Individual Deductible. Each Participant must pay the Deductible before the Plan will pay its coinsurance responsibility at the Payment Level below. For benefits subject to copays, Participants are not required to pay the Deductible unless otherwise indicated.
Professional Service Providers Payment Level	80% after Deductible
Facility Payment Level (unless otherwise stated)	80% after Deductible
Maximum Out-of-pocket - Individual - Family Unit	\$6,000 \$12,000
	Deductible, copayment, coinsurance, and prescription charges will be applied to the Out-of-Pocket Maximum. Family coverage includes an embedded Individual Out-of-Pocket maximum of \$6,000. Excludes premiums, penalties, amounts over Reasonable and Allowable Amount, and charges this Plan does not cover.

PROFESSIONAL SERVICE PROVIDERS	
Covered Medical Expenses:	Network (Includes PPO Network and Open Access Advantage Providers)
1. Allergy Services - PCP Office Visit - Specialist Office Visit - Injections - Serum - Allergy Testing	\$15 Copay \$30 Copay \$30 Copay 80% after Deductible 80% after Deductible
2. Anesthesia	80% after Deductible
3. Birth Control - Female - Male (Vasectomy)	100% no Deductible 80% after Deductible See 15.01 for Preventive Care benefit and other Contraceptives covered under Plan.
4. Blood & Plasma	80% after Deductible
5. Cardiac Rehab Services (Phase I & II)	80% after Deductible limit 40 visits
6. Chiropractic Care - Office Visit (PCP/Specialist) - Services	\$15 Copay 80% after Deductible Subject to 50 visit limit per calendar year.
7. Dental Services - PCP Office Visit - Specialist Office Visit - Services	\$30 Copay 80% after Deductible Plan covers repair/treatment arising from accidental Injury only.

8. Durable Medical Equipment	80% after Deductible
	Pre-certification is required for charges over \$500.
9. Education Services	80% after Deductible
	Covers diabetic and ostomy education only.
10. Glaucoma, Cataract Surgery and Lenses (one set)	80% after Deductible
11. Hearing Aids	80% after Deductible
12. Home Health Care	80% after Deductible
	Subject to 60 visit limit per calendar year.
13. Infertility Diagnosis • PCP Office Visit • Specialist Office Visit • Other Point of Service	\$30 Copay 80% after Deductible
	Covers initial diagnosis of infertility only.
14. Newborn Care	80% after Deductible
	Initial Newborn services covered under Mother. Does not include a Dependent baby of a Dependent.
15. Outpatient Diagnostic X-ray and Lab • Office Lab, Pathology, & X-ray • Other Lab, Pathology, & Radiology	100% no Deductible 80% after Deductible
	3D mammography is not covered under the Plan.
16. Outpatient Emergency Services – Emergency Room • Emergency • Non-Emergency	\$300 Copay Not Covered
	Copay is waived if patient is admitted to the same facility on same date of service.
17. Physician Services • PCP Office Visit • Specialist Office Visit • Lab, x-rays and Surgery	\$15 Copay \$30 Copay 80% after Deductible
18. Podiatry • Office Visit • Services	\$30 Copay 80% after Deductible
19. Pregnancy Expenses • Preventive Prenatal/Postnatal • Office Visit • Delivery/Other Services	100% no Deductible \$15 Copay 80% after Deductible
20. Preventive Care	100% no Deductible
21. Prosthetics, Orthotics, Supplies and Surgical Dressings	80% after Deductible
22. Psychiatric Expenses • Office Visit	\$15 Copay
23. Pulmonary Rehab	80% after Deductible
	A physician's written treatment plan is required.
24. Second Surgical Opinions	\$30 Copay
25. Sleep Disorders • PCP Office Visit • Specialist Office Visit • Sleep Study (in Office)	\$15 Copay \$30 Copay 80% after Deductible
26. Smoking Cessation	100% no Deductible

27. Substance Abuse Benefits • Office Visit	\$15 Copay
28. Surgeon	80% after Deductible
29. Temporomandibular Joint Disorder (TMJ)	80% after Deductible
30. Therapy Performed in Provider's Office • Chemotherapy • Occupational Therapy • Physical Therapy • Radiation Therapy • Respiration Therapy • Speech Therapy	80% after Deductible \$15 Copay \$15 Copay 80% after Deductible 80% after Deductible \$15 Copay Pre-certification is required for chemotherapy and radiation.
31. Transplants	80% after Deductible Must be performed at a Center of Excellence.
32. Urgent Care	\$75 Copay, then 100% no Deductible
33. Wigs	80% after Deductible Lifetime max \$10,000

FACILITY AND HOSPITAL BENEFITS	
This Plan does not use a PPO Network for services and supplies provided by a Facility and/or Hospital, or a Provider billing as a Facility. Instead, the Plan will calculate the Plan's responsibility for payment, the "Reasonable and Allowed Amount" as defined in Article IV. See Sections 3.01 and 3.04 for additional details.	
Covered Medical Expenses:	Benefit Level
1. Ambulance (Air/Ground)	80% after Deductible Pre-certification is required for scheduled air ambulance transfers.
2. Ambulatory Surgical Center	80% after Deductible Pre-certification is required.
3. Birthing Center	80% after Deductible
4. Dialysis Treatment – Outpatient	80% after Deductible Pre-certification is required.
5. Hospice Care	80% after Deductible Bereavement counseling is covered. Respite services are not covered.
6. Hospital • Inpatient Treatment • Outpatient—Nonsurgical Treatment • Outpatient--Surgical	80% after Deductible 80% after Deductible 80% after Deductible Pre-certification required for inpatient treatment and outpatient surgery.
7. Outpatient Diagnostic X-ray and Lab • Office Lab, Pathology, & X-ray • Other Lab, Pathology, & Radiology	100% no Deductible 80% after Deductible 3D mammography is not covered under the Plan.
8. Outpatient Emergency Services – Emergency Room • Emergency • Non-Emergency	\$300 Copay Not Covered Copay is waived if patient is admitted to the same facility on same date of service.
9. Pregnancy Inpatient Hospital Expenses	80% after Deductible

10. Prosthetics, Orthotics, Supplies and Surgical Dressings	80% after Deductible
11. Psychiatric Expenses • Inpatient Treatment • Residential Treatment • Outpatient Treatment • Partial Day Treatment	80% after Deductible 80% after Deductible 80% after Deductible 80% after Deductible Pre-certification is required for inpatient and residential treatment.
12. Skilled Nursing Facility	80% after Deductible Includes rehabilitation. Must follow hospital confinement of at least 14 days. Subject to 60 day visit limit per calendar year.
13. Substance Abuse Benefits • Inpatient Treatment • Residential Treatment • Outpatient Treatment • Partial Day Treatment	80% after Deductible 80% after Deductible 80% after Deductible 80% after Deductible Pre-certification is required for inpatient and residential treatment.
14. Facility-Based Therapy Services • Chemotherapy • Occupational Therapy • Physical Therapy • Radiation Therapy • Respiration Therapy • Speech Therapy	80% after Deductible \$15 Copay \$15 Copay 80% after Deductible 80% after Deductible \$15 Copay Pre-certification is required for chemotherapy and radiation.
15. Transplants	80% after Deductible Pre-certification is required. Must be performed at a Center of Excellence.
15. Urgent Care	\$75 Copay, then 100% no Deductible
16. Wigs	80% after Deductible, Lifetime Maximum of \$10,000

ARTICLE IV DEFINITIONS

The following words and phrases shall have the following meanings when used in the Plan Document. **The following definitions are not an indication that charges for particular care, supplies or services are eligible for payment under the Plan, however they may be used to identify ineligible expenses; please refer to the appropriate sections of the Plan Document for that information.**

“Accident”

“Accident” shall mean a sudden and unforeseen event, or a deliberate act resulting in unforeseen consequences.

“Accidental Bodily Injury”

“Accidental Bodily Injury” shall mean an Injury sustained as the result of an Accident and independently of all other causes by an outside traumatic event or due to exposure to the elements.

“ADA”

“ADA” shall mean the American Dental Association.

“Adverse Benefit Determination”

“Adverse Benefit Determination” shall mean any of the following:

1. A denial in benefits;
2. A reduction in benefits;
3. A rescission of coverage;
4. A termination of benefits; or
5. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Claimant’s eligibility to participate in the Plan.

“Affordable Care Act (ACA)”

The “Affordable Care Act (ACA)” means the health care reform law enacted in March 2010. The law was enacted in two parts: the Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name “Affordable Care Act” is commonly used to refer to the final, amended version of the law. In this document, the Plan uses the name Affordable Care Act (ACA) to refer to the health care reform law.

“AHA”

“AHA” shall mean the American Hospital Association.

“Alternate Recipient”

“Alternate Recipient” shall mean any Child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Participant’s Eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an Eligible Dependent.

“AMA”

“AMA” shall mean the American Medical Association.

“Ambulatory Surgical Center”

“Ambulatory Surgical Center” shall mean any public or private State licensed and approved (whenever required by law) establishment with an organized medical staff of Physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing Surgical Procedures, with continuous Physician services and registered professional nursing service whenever a patient is in the facility, and which does not provide service or other accommodations for patients to stay overnight.

“Approved Clinical Trial”

“Approved Clinical Trial” means a phase I, II, III or IV trial that is federally funded by specified Agencies (National Institutes of Health, CDCP, Agency for Health Care Research, CMS, Dept. of Defense or Veterans Affairs, or a non-governmental entity identified by NIH guidelines) or is conducted under an Investigational new drug application reviewed by the FDA (if such application is required).

The Affordable Care Act requires that if a “qualified individual” is in an “Approved Clinical Trial,” the Plan cannot deny coverage for related services (“routine patient costs”). A “qualified individual” is someone who is eligible to participate in an “Approved Clinical Trial” and either the individual’s doctor has concluded that participation is appropriate or the Participant provides medical and scientific information establishing that their participation is appropriate.

“Routine patient costs” include all items and services consistent with the coverage provided in the plan that is typically covered for a qualified individual who is not enrolled in a clinical trial. Routine patient costs do not include 1) the Investigational item, device or service itself; 2) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular Diagnosis. Plans are not required to provide benefits for routine patient care services provided outside of the Plan’s Network area unless out-of network benefits are otherwise provided under the Plan.

“Assignment of Benefits”

“Assignment of Benefits” shall mean an arrangement whereby the Plan Participant assigns their right to seek and receive payment of eligible Plan benefits, in strict accordance with the terms of this Plan Document, to a Provider. If a provider accepts said arrangement, Providers’ rights to receive Plan benefits are equal to those of a Plan Participant, and are limited by the terms of this Plan Document. See Section 10.06C for additional details.

“Baldness”

Hair loss due to Injury, Disease, including but not limited to a diagnosis of Alopecia.

“Birthing Center”

“Birthing Center” shall mean a facility that meets professionally recognized standards and all of the following requirements:

1. It mainly provides an outpatient setting for childbirth following a normal, uncomplicated Pregnancy, in a home-like atmosphere.
2. It has the following: at least 2 delivery rooms; all the medical equipment needed to support the services furnished by the facility; laboratory diagnostic facilities; and emergency equipment, trays, and supplies for use in life threatening situations.
3. It has medical staff that: is supervised by a Physician on a full-time basis; and includes a Registered Nurse at all times when Covered Persons are at the facility.
4. If it is not part of a Hospital, it has a written agreement with a local Hospital and a local ambulance company for the immediate transfer of Covered Persons who develop complications or who require either pre or post-natal care.
5. It admits only Covered Persons who: have undergone an educational program to prepare them for the birth; and have medical records of adequate prenatal care.
6. It schedules confinements of not more than 24 hours for a birth.
7. It maintains medical records for each Covered Person.
8. It complies with all licensing and other legal requirements that apply.
9. It is not the office or clinic of one or more Physicians or a specialized facility other than a Birthing Center.

“Break in Service”

“Break in Service” means a period of at least 13 consecutive Weeks during which the Employee has no Hours of Service, as defined herein. A Break in Service may also include any period for which the Employee has no Hours of Service that is at least four (4) consecutive Weeks in duration and longer than the prior period of employment (determined after application of the procedures applicable to Special Unpaid Leaves absence prescribed herein).

“CancerCARE Allowable”

For inpatient and outpatient hospital and professional services, “CancerCARE Allowable” means billed charges for Covered Expenses provided in compliance with the CancerCARE Program, minus non-covered services and supplies, negotiated price concessions, discounts, and charges beyond Reasonable and Allowable fees for such services. Once treatment is certified by the Plan for services from a CancerCARE Provider, payment to the Provider will be paid at the applicable benefit reimbursement percentage based on the CancerCARE contract allowable.

For covered cancer pharmacy products and supplies, CancerCARE Allowable means pharmacy products dispensed in concordance with the NCCN Guidelines and Drugs & Biologics Compendium®, with Category 1, 2a, or 2b level of evidence, which are then payable at a Plan maximum benefit of Average Wholesale Price plus 10% unless provided at a CancerCOE Network Provider. Pharmacy and dosing instructions are included in the evidence-based NCCN Guidelines®. Non-covered cancer pharmacy products are not included in the CancerCARE Allowable.

“CancerCARE Program”

“CancerCARE Program” shall mean a comprehensive cancer management program operated by INTERLINK, which employs care coordinator nurses to monitor care and coordinate care at CancerCOE Providers for appropriate Participants.

“CancerCOE Provider”

“CancerCOE Provider” shall mean a cancer center, hospital, or other institution, physician, or ancillary provider that has been designated by the CancerCARE Program to provide complex cancer care services. CancerCOE Providers have been selected to participate in this nationwide network based on their designation as a National Cancer Institute (NCI) Cancer Center or NCCN® member institution and their ability to meet other predefined criteria. Once selected, these Providers are evaluated annually to ensure they continue to meet the eligibility criteria for continued participation in the CancerCOE Network.

“Cardiac Care Unit”

“Cardiac Care Unit” shall mean a separate, clearly designated service area which is maintained within a Hospital and which meets all the following requirements:

1. It is solely for the treatment of patients who require special medical attention because of their critical condition;
2. It provides within such area special nursing care and observation of a continuous and constant nature not available in the regular rooms and wards of the Hospital;
3. It provides a concentration of special lifesaving equipment immediately available at all times for the treatment of patients confined within such area;
4. It contains at least two beds for the accommodation of critically ill patients; and
5. It provides at least one professional registered nurse, who continuously and constantly attends the patient confined in such area on a 24-hour-a-day basis.

“Cardiac Rehabilitation”

“Cardiac Rehabilitation” Services or “Cardiac Rehab” Services shall mean a comprehensive exercise, education, and behavioral modification program designed to improve the physical and emotional condition of patients after heart surgery, frequently beginning in a hospital setting and continuing on an outpatient basis after the patient is discharged over a period of 6 to 12 months, divided into the following three phases:

- Phase 1: Begins during a patient’s hospital stay and consists of education and highly controlled exercises.
- Phase 2: Twelve-week outpatient program consisting of 40 minutes of aerobic exercise, 3 times a week.
- Phase 3: A non-monitored but supervised exercise program.

“Case Management Recommendation”

“Case Management Recommendation” shall mean alternate providers, regardless of whether they are within the Plan’s network, that may be identified and recommended by a CancerCARE Program Nurse as a cost effective alternative if there is no reduction in the quality of care. In these instances, alternate providers will be reimbursed at the applicable CancerCARE Benefit Level currently in effect with the existing provider. If pharmacy benefits are

utilized to obtain medications otherwise provided in a provider's office, normal copays shall be waived if savings to the Plan are realized.

“Centers of Excellence”

“Centers of Excellence” shall mean medical care Facilities that have met stringent criteria for quality care in the specialized procedures of organ transplantation and other procedures (e.g., bariatric surgery). See Article XV for additional details.

“Certificate of Coverage”

“Certificate of Coverage” shall mean a written certification provided by any source that offers medical care coverage, including the Plan, for the purpose of confirming the duration and type of an individual's previous coverage.

“Child”

“Child” shall mean, in addition to the Employee's own blood descendant of the first degree or lawfully adopted Child, a Child placed with a covered Employee in anticipation of adoption, a covered Employee's Child who is an alternate recipient under a Qualified Medical Child Support Order as required by the Federal Omnibus Budget Reconciliation Act of 1993, any stepchild, an “eligible foster child,” which is defined as an individual placed with the Employee by an authorized placement agency or by judgment, decree or other order of a court of competent jurisdiction or any other Child for whom the Employee has obtained legal guardianship, including a Grandchild whose parents are absent from the home.

“CHIP”

“CHIP” refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.

“CHIPRA”

“CHIPRA” refers to the Children's Health Insurance Program Reauthorization Act of 2009 or any provision or section thereof, which is herein specifically referred to, as such act.

“Chiropractic Care”

“Chiropractic Care” shall mean skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Provider to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

“Claim Determination Period”

“Claim Determination Period” shall mean each calendar year.

“Clean Claim”

A “Clean Claim” is a claim for a Covered Expense that (a) is timely received by the Third Party Administrator; (b) (i) when submitted via paper has all the elements of the UB 04 or CMS 1500 (or successor standard) forms; or (ii) when submitted via an electronic transaction, uses only permitted transaction code sets (e.g. CPT4, ICD9, ICD10, HCPCS) and has all the elements of the standard electronic formats required by applicable Federal authority; (c) is a claim for which the Plan is the primary payor or the Plan's responsibility as a secondary payor has been established; and (d) contains no defect, error or other shortcoming resulting in the need for additional information to adjudicate the claim; and (d) that does not lack necessary substantiating documentation to completely adjudicate the claim.

A Clean Claim does not include a claim that is being reviewed for the Reasonable and Allowable Amount payable under the terms of the Plan. Additionally, any claim over \$1,000.00 must be accompanied by a valid itemization, and submitted to the Third Party Administrator before it will be deemed a Clean Claim.

“Clear Value Benefit Level”

“Clear Value Benefit Level” shall mean a Participant status obtained when the Participant (1) has completely registered into the CancerCARE Program; (2) has been triaged into the Navigator (medium risk) or Compass Group (high risk); (3) the treatment is deemed concordant to a Value Pathway; and (4) the provider's office has achieved

Clear Value Participation. If all the above conditions have been met, and there is no Value Pathway available, treatment must be concordant with NCCN Guidelines® or the care plan must be deemed consistent with evidence-based medicine by CancerCARE. This status is reported by the CancerCARE Triage Center to the Plan.

“Clear Value Participation”

“Clear Value Participation” shall mean an order to determine courses of care, testing occurs and the results of those tests (Clinical Facts) are used to determine any applicable Value Pathways. Clear Value Participation requires the provider to: (1) submit Clinical Facts to CancerCARE when care is being planned; (2) consider Value Pathways as treatment options; and (3) confirm with CancerCARE the optimal Value Pathway course of care will be utilized.

“COBRA”

“COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Compliant Benefit Level”

“Compliant Benefit Level” shall mean a Participant status obtained when the Participant has (1) completely registered into the CancerCARE Program; and (2) the treatment is deemed concordant with NCCN Guidelines®, or the care plan is deemed consistent with evidence-based medicine by CancerCARE, or enrollment in a CancerCOE clinical trial as defined below in Clinical Trial Benefits. This status is reported by the CancerCARE Triage Center to the Plan.

“Cosmetic Surgery”

“Cosmetic Surgery” shall mean any Surgery, service, Drug or supply designed to improve the appearance of an individual by alteration of a physical characteristic which is within the broad range of normal but which may be considered unpleasing or unsightly, except when necessitated by an Injury.

“Covered Expense”

Those Medically Necessary services, supplies and/or treatment that are covered under this Plan. Covered Expenses does not necessarily mean the actual charge made nor the specific service or supply furnished to a Plan Participant by a Provider or Facility. Charges for services, supplies, and/or treatments meant to treat or correct a preventable condition or cost which arises solely due to a Provider or Facility’s medical error are not considered Covered Expenses. A finding of Provider or Facility negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered an Excess Charge or not a Covered Expense.

All treatment is subject to benefit payment maximums shown in the Summary of Benefits and as determined elsewhere in this document.

“Covered Mental Health Service Providers”

“Covered Mental Health Service Providers” are physicians and associated visits which are limited and subject to the Summary of Benefits and terms of this document. Psychiatrists (M.D.), psychologists (Ph.D.) or counselors licensed to provide individual psychotherapy without supervision in the State they are practicing, may bill the Plan directly. Other licensed mental health practitioners must be under the direction of and must bill the Plan through these professionals.

“Custodial Care”

“Custodial Care” shall mean care or confinement provided primarily for the maintenance of the Participant, essentially designed to assist the Participant, whether or not Totally Disabled, in the activities of daily living, which could be rendered at home or by persons without professional skills or training. This care is not reasonably expected to improve the underlying medical condition, even though it may relieve symptoms or pain. Such care includes, but is not limited to, bathing, dressing, feeding, preparation of special diets, assistance in walking or getting in and out of bed, supervision over medication which can normally be self-administered and all domestic activities.

“Deductible”

“Deductible” shall mean an amount of money that is paid once a calendar year per Participant and Family Unit. Unless otherwise stated, the Deductible must be paid before any money is paid by the Plan for any Covered Expenses. Each Plan Year, a new Deductible amount is required.

“Dentist”

“Dentist” shall mean an individual holding a D.D.S. or D.M.D. degree, licensed to practice dentistry in the jurisdiction where such services are provided.

“Dependent”

“Dependent” shall mean one or more of the following person(s):

1. An Employee’s lawfully married spouse possessing a marriage license who is not divorced from the Employee. For purposes of this section, “marriage or married” means a legal union between a couple of the same or opposite sex, including civil unions (same or opposite sex), but excluding domestic partners and common law spouses;
2. An Employee’s Child who is less than 26 years of age. Coverage shall continue through the end of the month in which the Child reaches age 26;
3. An Employee’s Child, regardless of age, who was continuously covered prior to attaining the limiting age in the numbers above, who is mentally or physically incapable of sustaining his or her own living. Such Child must have been mentally or physically incapable of earning his or her own living prior to attaining the limiting age in the numbers above. Written proof of such incapacity and dependency satisfactory to the Plan must be furnished and approved by the Plan within 31 days after the date the Child attains the limiting age in the numbers above. The time limit for written proof of incapacity and dependency is 31 days following the original eligibility date for a new or re-enrolling Employee. The Plan may require, at reasonable intervals, subsequent proof satisfactory to the Plan during the next two years after such date. After such two year period, the Plan may require such proof, but not more often than once each year.
4. Grandchildren are not covered.

“Dependent” does not include any person who is a member of the armed forces of any Country or who is a resident of a Country outside the United States.

The Plan reserves the right to require documentation, satisfactory to the Plan Administrator, which establishes a Dependent relationship.

“Detoxification”

“Detoxification” shall mean the process whereby an alcohol-intoxicated person or person experiencing the symptoms of Substance Abuse is assisted, in a facility licensed by the Department of Health, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol, alcohol dependency factors or alcohol in combination with drugs as determined by a licensed Physician, while keeping the physiological risk to the patient at a minimum.

“Diagnosis”

“Diagnosis” shall mean the act or process of identifying or determining the nature and cause of a Disease or Injury through evaluation of patient history, examination, and review of laboratory data.

“Diagnostic Service”

“Diagnostic Service” shall mean a test or procedure performed for specified symptoms to detect or to monitor a Disease or condition. It must be ordered by a Physician or other professional Provider.

“Disease”

“Disease” shall mean any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an employee under any worker’s compensation law, occupational disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as a Sickness, Illness or Disease.

“Drug”

“Drug” shall mean insulin and prescription legend drugs. A prescription legend drug is a Federal legend drug (any medicinal substance which bears the legend: “Caution: Federal law prohibits dispensing without a prescription”) or a State restricted drug (any medicinal substance which may be dispensed only by prescription, according to State law) and which, in either case, is legally obtained from a licensed drug dispenser only upon a prescription of a currently licensed Physician.

“Durable Medical Equipment”

“Durable Medical Equipment” shall mean equipment which:

1. Can withstand repeated use;
2. Is primarily and customarily used to serve a medical purpose;
3. Generally is not useful to a person in the absence of an Illness or Injury; and
4. Is appropriate for use in the home.

“Emergency”

“Emergency” shall mean a situation where necessary treatment is required as the result of a sudden and severe medical event or acute condition. An Emergency includes poisoning, shock, and hemorrhage. Other Emergencies and acute conditions may be considered on receipt of proof, satisfactory to the Plan, that an Emergency did exist. The Plan may, at its own discretion, request satisfactory proof that an Emergency or acute condition did exist.

“Emergency Medical Condition”

“Emergency Medical Condition” shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)). In that provision of the Social Security Act, clause (i) refers to placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; clause (ii) refers to serious impairment to bodily functions; and clause (iii) refers to serious dysfunction of any bodily organ or part.

“Emergency Services”

“Emergency Services” shall mean, with respect to an Emergency Medical Condition:

1. A medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
2. Such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to stabilize the patient.

“Employee”

“Employee” shall mean the classes of Employees who are eligible for coverage under the Plan as set forth in the Eligibility for Coverage section of this Summary Plan Description and the Plan’s Eligibility Appendix. Contact the Plan Administrator for more information or to obtain a copy of the Plan’s Eligibility Appendix.

“Essential Health Benefits”

“Essential Health Benefits” shall mean, under section 1302(b) of the Patient Protection and Affordable Care Act, those health benefits to include at least the following general categories and the items and services covered within the categories: ambulatory patient services; Emergency Services; hospitalization; maternity and newborn care; mental health and substance abuse disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

“Experimental” and/or “Investigational”

“Experimental” and/or “Investigational” (“Experimental”) shall mean services or treatments that are not widely used or accepted by most practitioners or lack credible evidence to support positive short or long-term outcomes from those services or treatments and that are not the subject of, or in some manner related to, the conduct of an Approved Clinical Trial, as such term is defined herein; these services are not included under or as Medicare reimbursable procedures, and include services, supplies, care, procedures, treatments or courses of treatment which:

1. Do not constitute accepted medical practice under the standards of the case and by the standards of a reasonable segment of the medical community or government oversight agencies at the time rendered; or
2. Are rendered on a research basis as determined by the United States Food and Drug Administration and the AMA’s Council on Medical Specialty Societies.

A drug, device, or medical treatment or procedure is Experimental:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
2. If reliable evidence shows that the drug, device or medical treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials (except as provided herein) or under study to determine its:
 - a) maximum tolerated dose;
 - b) toxicity;
 - c) safety;
 - d) efficacy; and
 - e) efficacy as compared with the standard means of treatment or diagnosis; or
3. if reliable evidence shows that the consensus among experts regarding the drug, device, or medical treatment or procedure is that further studies or clinical trials are necessary to determine its:
 - a) maximum tolerated dose;
 - b) toxicity;
 - c) safety;
 - d) efficacy; and
 - e) efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative medical and scientific literature;
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, or medical treatment or procedure; or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device, or medical treatment or procedure.

Subject to a medical opinion, if no other FDA approved treatment is feasible and as a result the Participant faces a life or death medical condition, the Plan Administrator retains discretionary authority to cover the services or treatment. The Plan Administrator retains maximum legal authority and discretion to determine what is Experimental.

“Facility”

“Facility” shall mean a Facility, operating within the scope of its license, whose purpose is to provide organized health care and treatment to individuals, such as a Hospital, Ambulatory Surgical Center, Psychiatric Hospital, Rehabilitation Hospital, community mental health center, dialysis center, residential treatment Facility, psychiatric treatment Facility, Substance Abuse Treatment Center, Birthing Center, Home Health Care Center, or any other such Facility that the Plan approves.

“Family Unit”

“Family Unit” shall mean the Employee, his or her Dependents covered under the Plan.

“Final Internal Adverse Benefit Determination”

“Final Internal Adverse Benefit Determination” shall mean an Adverse Benefit Determination that has been upheld by the Plan at the conclusion of the internal claims and appeals process, or an Adverse Benefit Determination with respect to which the internal claims and appeals process has been deemed exhausted.

“FMLA”

“FMLA” shall mean the Family and Medical Leave Act of 1993, as amended.

“FMLA Leave”

“FMLA Leave” shall mean a leave of absence, which the Plan Sponsor is required to extend to an Employee under the provisions of the FMLA.

“Genetic Testing”

“Genetic Testing” shall mean medical tests used to identify changes in chromosomes, genes or proteins.

“GINA”

“GINA” shall mean the Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

“Health Breach Notification Rule”

“Health Breach Notification Rule” shall mean 16 CFR Part 318.

“HIPAA”

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“Home Health Care”

“Home Health Care” shall mean the continual care and treatment of an individual if:

1. The institutionalization of the individual would otherwise have been required if home health care was not provided;
2. The treatment plan covering the home health care service is established and approved in writing by the attending Physician; and
3. The home health care is the result of an Illness or Injury.

“Home Health Care Agency”

“Home Health Care Agency” shall mean an agency or organization which provides a program of home health care and which:

1. Is approved as a Home Health Agency under Medicare;
2. Is established and operated in accordance with the applicable laws in the jurisdiction in which it is located and, where licensing is required, has been licensed and approved by the regulatory authority having the responsibility for licensing; or
3. Meets all of the following requirements:
 - a. It is an agency which holds itself forth to the public as having the primary purpose of providing a home health care delivery system bringing supportive services to the home;
 - b. It has a full-time administrator;
 - c. It maintains written records of services provided to the patient;
 - d. Its staff includes at least one registered nurse (R.N.) or it has nursing care by a registered nurse (R.N.) available; and
 - e. Its employees are bonded and it provides malpractice insurance.

“Hospital”

“Hospital” shall mean an Institution that meets all of the following requirements:

1. It provides medical and Surgical facilities for the treatment and care of Injured or Sick persons on an Inpatient basis;
2. It is under the supervision of a staff of Physicians;
3. It provides 24-hour-a-day nursing service by registered nurses;
4. It is duly licensed as a hospital, except that this requirement will not apply in the case of a State tax-supported Institution;
5. It is not, other than incidentally, a place for rest, a place for the aged, a nursing home or a custodial or training-type Institution, or an Institution which is supported in whole or in part by a Federal government fund; and
6. It is accredited by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA.

The requirement of surgical facilities shall not apply to a Hospital specializing in the care and treatment of mentally ill patients, provided such Institution is accredited as such a facility by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA.

“**Hospital**” shall also have the same meaning, where appropriate in context, set forth in the definition of “Ambulatory Surgical Center.”

“Hours of Service”

“Hours of Service” means each hour for which the Employee is paid or entitled to payment for performance of services for the Employer AND any hour for which the employee is paid or entitled to payment by the Employer for a period of time during which no duties are performed due to any of the following, consistent with 29 C.F.R. 2530.200b-2(a)(i):

1. Vacation
2. Holiday
3. Illness or incapacity
4. Layoff
5. Jury duty
6. Military duty or leave of absence.

“Illness”

“Illness” shall have the meaning set forth in the definition of “Disease.”

“Impregnation and Infertility Treatment”

“Impregnation and Infertility Treatment” shall mean artificial insemination, fertility drugs, G.I.F.T. (Gamete Intrafallopian Transfer), impotency drugs such as Viagra™, in-vitro fertilization, sterilization and/or reversal of a sterilization operation, surrogate mother, donor eggs, or any type of artificial impregnation procedure, whether or not such procedure is successful.

“Incurred”

A covered expense is “Incurred” on the date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, covered expenses are Incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered. More specifically, covered expenses for the entire procedure or course of treatment are not Incurred upon commencement of the first stage of the procedure or course of treatment.

“Initial Measurement Period”

For “Initial Measurement Period” please refer to the Plan’s Eligibility Appendix.

“Injury”

“Injury” shall mean an Accidental Bodily Injury, which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit.

“Inpatient”

“Inpatient” shall mean any person who, while confined to a Hospital, is assigned to a bed in any department of the Hospital other than its outpatient department and for whom a charge for Room and Board is made by the Hospital.

“Institution”

“Institution” shall mean a facility, operating within the scope of its license, whose purpose is to provide organized health care and treatment to individuals, such as a Hospital, Ambulatory Surgical Center, Psychiatric Hospital, community mental health center, residential treatment facility, psychiatric treatment facility, Substance Abuse Treatment Center, alternative birthing center, Home Health Care Center, or any other such facility that the Plan approves.

“Intensive Care Unit”

“Intensive Care Unit” shall have the same meaning set forth in the definition of “Cardiac Care Unit.”

“Leave of Absence”

“Leave of Absence” shall mean a leave of absence of an Employee that has been approved by his or her Participating Employer, as provided for in the Participating Employer’s rules, policies, procedures and practices.

“Mastectomy”

“Mastectomy” shall mean the surgical removal of all or part of a breast.

“Medical Child Support Order”

“Medical Child Support Order” shall mean any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that:

1. Provides for child support with respect to a Participant’s Child or directs the Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law); or
2. Enforces a law relating to medical child support described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

“Medically Necessary”

“Medical Care Necessity”, “Medically Necessary”, “Medical Necessity” and similar language refers to health care services ordered by a Physician exercising prudent clinical judgment provided to a Plan Participant for the purposes of evaluation, diagnosis or treatment of that Plan Participant’s Sickness or Injury. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the Plan Participant’s Sickness or Injury. The Medically Necessary setting and level of service is that setting and level of service which, considering the Plan Participant’s medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary must be no more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Plan Participant’s Sickness or Injury without adversely affecting the Plan Participant’s medical condition.

- A) It must not be maintenance therapy or maintenance treatment.
- B) Its purpose must be to restore health.
- C) It must not be primarily custodial in nature.
- D) It must not be a listed item or treatment not allowed for reimbursement by CMS (Medicare).
- E) The Plan reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or an Allowable Expense.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Participant is receiving or the severity of the Participant’s condition and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting. The mere fact that the service is furnished, prescribed or approved by a Physician does not mean that it is “Medically Necessary.” In addition, the fact that certain services are excluded from coverage under this Plan because they are not “Medically Necessary” does not mean that any other services are deemed to be “Medically Necessary.”

To be Medically Necessary, all of these criteria must be met. Merely because a Physician or Dentist recommends, approves, or orders certain care does not mean that it is Medically Necessary. The determination of whether a service, supply, or treatment is or is not Medically Necessary may include findings of the American Medical Association and the Plan Administrator's own medical advisors. The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary.

Off-label Drug use is considered Medically Necessary when all of the following conditions are met:

- a. The Drug is approved by the FDA;
- b. The prescribed Drug use is supported by one of the following standard reference sources:
 - 1) DRUGDEX;
 - 2) The American Hospital Formulary Service Drug Information;
 - 3) Medicare approved Compendia; or
 - 4) Scientific evidence is supported in well-designed clinical trials published in peer-reviewed medical journals, which demonstrate that the Drug is safe and effective for the specific condition; and
- c. The Drug is Medically Necessary to treat the specific condition, including life threatening conditions or chronic and seriously debilitating conditions.

“Medical Record Review”

“Medical Record Review” is the process by which the Plan, based upon a medical record review and audit, determines that a different treatment or different quantity of a drug or supply was provided which is not supported in the billing, then the Plan Administrator may determine the **Maximum Allowable Charge** according to the medical record review and audit results.

“Medicare”

“Medicare” shall mean the program of health care for the aged established by Title XVIII of the Social Security Act of 1965, as amended.

“Mental Health Parity Act (MHPA) of 1996 and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)”

“The Mental Health Parity Provisions” shall mean in the case of a group health plan (or health insurance coverage offered in connection with such a plan) that provides both medical and surgical benefits and mental health or substance use disorder benefits, such plan or coverage shall ensure that:

1. The financial requirements applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the Plan (or coverage) and that there are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits. If these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan); and
2. The treatment limitations applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the Plan (or coverage), and that there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits. If these benefits are covered by the group health plan (or health insurance coverage offered in connection with such a plan).

“Mental or Nervous Disorder”

“Mental or Nervous Disorder” shall mean any disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services, is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources.

“National Comprehensive Cancer Network (NCCN®)”

“National Comprehensive Cancer Network (NCCN®)” shall mean an alliance of the nation’s most prominent hospitals that review outcome information for cancer treatments, publish evidence-based NCCN Guidelines®, and update them as needed.

“National Medical Support Notice” or “NMSN”

“National Medical Support Notice” or “NMSN” shall mean a notice that contains the following information:

1. Name of an issuing State agency;
2. Name and mailing address (if any) of an employee who is a Participant under the Plan;
3. Name and mailing address of one or more Alternate Recipients (i.e., the child or children of the Participant or the name and address of a substituted official or agency that has been substituted for the mailing address of the Alternate Recipients(s)); and
4. Identity of an underlying child support order.

“NCCN Guidelines®”

“NCCN Guidelines®” shall mean NCCN® disease-specific, committee-recommended, evidence-based treatment processes for specific cancers with integrated drugs, dosing, and biologics recommendations.

“Network”

“Network” shall mean the medical provider network the Plan contracts to access discounted fees for service for Participants. The Network Provider will be identified on the Participants identification card.

“New Employee Stability Period”

“New Employee Stability Period” means the 12 Calendar Month period that begins on the first day of the Calendar Month following the Calendar Month that begins on or after the Employee’s anniversary date.

“No-Fault Auto Insurance”

“No-Fault Auto Insurance” is the basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

“Non-Compliant/Non-Network Benefits”

“Non-Compliant/Non-Network Benefits” shall mean if the Participant does not comply with the requirements of the CancerCARE Program, achieve a Compliant or Clear Value Benefit Level, or attend a Network Provider, the Plan’s standard benefits apply as outlined within the Summary of Benefits.

“Non-Occupational Injury”

“Non-occupational Injury” shall have the meaning set forth in the definition of “Injury.”

“Non Network Fee Schedule (NNFS)”

“Non Network Fee Schedule (NNFS)” is a fee schedule used to re-price non-network claims.

“Ongoing Employee”

“Ongoing Employee” shall have the same meaning as Ongoing Employee set forth in the Summary Plan Description.

“Ongoing Employee Stability Period”

“Ongoing Employee Stability Period” means the 12 Calendar Month period that begins on the first day of each Plan Year following the end of the Plan’s Standard Measurement Period.

“Open Enrollment Period”

“Open Enrollment Period” shall mean the month of December in each Plan Year.

“Other Plan”

“Other Plan” shall include, but is not limited to:

1. Any primary payer besides the Plan;

2. Any other group health plan;
3. Any other coverage or policy covering the Participant;
4. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
5. Any policy of insurance from any insurance company or guarantor of a responsible party;
6. Any policy of insurance from any insurance company or guarantor of a third party;
7. Worker's compensation or other liability insurance company; or
8. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

“Participant” / “Plan Participant”

“Participant” shall mean any Employee or retiree or Dependent who is eligible for benefits under the Plan.

“Patient Protection and Affordable Care Act (PPACA)”

The “Patient Protection and Affordable Care Act (PPACA)” means the health care reform law enacted in March 2010, Public Law 111-148; PPACA, together with the Health Care and Education Reconciliation Act, is commonly referred to as Affordable Care Act (ACA). (See “Affordable Care Act”).

“Physician”

“Physician” shall mean a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Psychologist (Ph.D.), psychiatrist or midwife.

“Plan Year”

“Plan Year” shall mean a period commencing on the Effective Date or any anniversary of the adoption of this Plan and continuing until the next succeeding anniversary.

“Pre-admission Tests”

“Pre-admission Tests” shall mean those Diagnostic Services done prior to scheduled Surgery, provided that:

1. The tests are approved by both the Hospital and the Physician;
2. The tests are performed on an outpatient basis prior to Hospital admission; and
3. The tests are performed at the Hospital into which confinement is scheduled, or at a qualified facility designated by the Physician who will perform the Surgery.

“Preferred Provider Organization (PPO)”

“Preferred Provider Organization (PPO)” shall mean an organization that contracts with a network of providers from which the health plan Participant can choose. Participants do not need to select a primary care physician (PCP) and do not need referrals to see other providers in the network.

“Pregnancy”

“Pregnancy” shall mean carrying a child, resulting childbirth, miscarriage and non-elective abortion. The Plan considers Pregnancy as a Sickness for the purpose of determining benefits.

“Preventive Care”

“Preventive Care” shall mean certain Preventive Care services. This Plan intends to comply with the Affordable Care Act's (ACA) requirement to offer in-Network coverage for certain preventive services without cost-sharing. To comply with the ACA, and in accordance with the recommendations and guidelines, the Plan will provide in-Network coverage for:

1. Evidence-based items or services rated A or B in the United States Preventive Services Task Force recommendations;
2. Recommendations of the Advisory Committee on Immunization Practices adopted by the Director of the Centers for Disease Control and Prevention;
3. Comprehensive guidelines for infants, Children, and adolescents supported by the Health Resources and Services Administration (HRSA); and

4. Comprehensive guidelines for women supported by the Health Resources and Services Administration (HRSA).

Copies of the recommendations and guidelines may be found here: <http://www.uspreventiveservicestaskforce.org> or at <https://www.healthcare.gov/preventive-care-benefits/>. For more information, you may contact the Plan Administrator / Employer.

“Prior Plan”

“Prior Plan” shall mean the coverage provided on a group or group-type basis by the group insurance policy, benefit plan or service plan that was terminated on the day before the Effective Date of the Plan and replaced by the Plan.

“Prior to Effective Date” or “After Termination Date”

“Prior to Effective Date” or “After Termination Date” are dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan, as well as charges incurred prior to the effective date of coverage under the Plan or after coverage is terminated, unless Extension of Benefits applies.

“Privacy Standards”

“Privacy Standards” shall mean the standards of the privacy of individually identifiable health information, as pursuant to HIPAA.

“Provider”

“Provider” shall mean a Physician, a licensed speech or occupational therapist, licensed professional physical therapist, physiotherapist, audiologist, speech language pathologist, licensed professional counselor, certified nurse practitioner, certified psychiatric/mental health clinical nurse, or other practitioner or facility defined or listed herein, or approved by the Plan Administrator.

“Psychiatric Hospital”

“Psychiatric Hospital” shall mean an Institution constituted, licensed, and operated as set forth in the laws that apply to Hospitals, which meets all of the following requirements:

1. It is primarily engaged in providing psychiatric services for the diagnosis and treatment of mentally ill persons either by, or under the supervision of, a Physician;
2. It maintains clinical records on all patients and keeps records as needed to determine the degree and intensity of treatment provided;
3. It is licensed as a psychiatric hospital;
4. It requires that every patient be under the care of a Physician; and
5. It provides 24-hour-a-day nursing service.

The term Psychiatric Hospital does not include an Institution, or that part of an Institution, used mainly for nursing care, rest care, convalescent care, care of the aged, Custodial Care or educational care.

“Qualified Medical Child Support Order” or “QMCSO”

“Qualified Medical Child Support Order” or “QMCSO” is a Medical Child Support Order that creates or recognizes the existence of an Alternate Recipient’s right to, or assigns to an Alternate Recipient the right to, receive benefits for which a Participant or Eligible Dependent is entitled under this Plan.

“Qualifying Part-time Employee”

“Qualifying Part-time Employee” shall have the same meaning as Qualifying Part-time Employee set forth in the Summary Plan Description.

“Reasonable and Allowable Amount”

“Reasonable and Allowed Amount” or “Reasonable and Allowable Amount” means the maximum amount payable by the Plan for a service, supply and/or treatment that is considered a Covered Expense. The Reasonable and Allowable Amount is the lesser of: 1) the charge made by the Provider that furnished the care, service, or supply; 2) the negotiated amount established by a discounting or negotiated arrangement; 3) the ‘reasonable and customary charge’ for the same treatment, service, or supply furnished in the same geographic area by a Provider of like service

of similar training and experienced as further described below; or 4) an amount equivalent to the following:

1. For Inpatient or outpatient Facility claims, an amount equivalent to 140% of the Medicare equivalent allowable amount. This benefit level applies to Covered Expenses rendered by Hospitals and other facilities and to charges rendered by Providers billing as a Facility;
2. For Network Provider claims, an amount equivalent to the negotiated rate for the Provider network;
3. For Non-Network Provider claims, an amount equivalent to the negotiated rate or 140% of the Medicare equivalent allowable amount; or
4. For specialty Drugs, the lesser of the average wholesale price (AWP) minus 14% or the amount set by the Plan's prescription Drug service vendor.

If there is insufficient information submitted for a given procedure, the Plan will determine the Reasonable and Allowed Amount based upon charges made for similar services. Determination of the reasonable and customary charge will take into consideration the nature and severity of the condition being treated, medical complications or unusual circumstances that require more time, skill or experience, and the cost and quality data for that Provider.

The term 'geographic area' shall be defined as a metropolitan area, county, zip code, state or such greater area as is necessary to obtain a representative cross-section of Providers, persons, or organizations rendering such treatment, service or supply for which a specific charge is made. For Covered Expenses rendered by a Physician, Hospital or Ancillary Provider in a geographic area where applicable law may dictate the maximum amount that can be billed by the rendering Provider, the Reasonable and Allowed Amount shall mean the lesser of amount established by applicable law for that Covered Expense or the amount determined as set forth above.

The Reasonable and Allowable Amount will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.

The Plan Administrator or its designee has the *ultimate discretionary authority* to determine the Reasonable and Allowable Amount, including establishing the negotiated terms of a Provider arrangement as the Reasonable and Allowable Amount even if such negotiated terms do not satisfy the lesser of test described above.

“Regular Full-time Employee”

“Regular Full-time Employee” means a common law employee who is regularly scheduled to work thirty (30) Hours of Service or more per week.

“Rehabilitation Hospital”

“Rehabilitation Hospital” shall mean an Institution which mainly provides therapeutic and restorative services to Sick or Injured people. It is recognized as such if:

1. It carries out its stated purpose under all relevant Federal, State and local laws;
2. It is accredited for its stated purpose by either the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation for Rehabilitation Facilities; or
3. It is approved for its stated purpose by Medicare.

“Room and Board”

“Room and Board” shall mean a Hospital's charge for:

1. Room and linen service;
2. Dietary service, including meals, special diets and nourishment;
3. General nursing service; and
4. Other conditions of occupancy which are Medically Necessary.

“Scheduled Benefit” or “Scheduled Benefit Amount” means a specified dollar amount that will be considered for reimbursement under the Plan for a particular type of medical care, service or supply provided. Scheduled Benefits are based upon Covered Expenses not otherwise limited or excluded under the terms of the Plan. A partial listing of Scheduled Benefit Amounts may be found in the section, “Summary of Benefits”.

“Seasonal Employee”

“Seasonal Employee” means an Employee hired by the Employer into a position that is typically no longer in duration than 6 months and begins at the same time of the year each year.

“Security Standards”

“Security Standards” shall mean the final rule implementing HIPAA’s Security Standards for the Protection of Electronic PHI, as amended.

“Service Waiting Period”

“Service Waiting Period” shall mean an interval of time during which the Employee is in the continuous, Active Employment of his or her Participating Employer.

“Sickness”

“Sickness” shall have the meaning set forth in the definition of “Disease.”

“Standard Measurement Period”

For “Standard Measurement Period” please refer to the Plan’s Eligibility Appendix.

“Substance Abuse”

“Substance Abuse” shall mean any use of alcohol, any Drug (whether obtained legally or illegally), any narcotic, or any hallucinogenic or other illegal substance, which produces a pattern of pathological use, causing impairment in social or occupational functioning, or which produces physiological dependency evidenced by physical tolerance or withdrawal. It is the excessive use of a substance, especially alcohol or a drug. The Diagnostic and Statistical Manual of Mental Disorders (DSM) definition of “Substance Use Disorder” is applied as follows:

- A. A maladaptive pattern of substance use leading to clinically significant impairment or distress, as manifested by one (or more) of the following, occurring within a 12-month period:
 1. Recurrent substance use resulting in a failure to fulfill major role obligations at work, school or home (e.g., repeated absences or poor work performance related to substance use; substance-related absences, suspensions or expulsions from school; neglect of children or household);
 2. Recurrent substance use in situations in which it is physically hazardous (e.g., driving an automobile or operating a machine when impaired by substance use);
 3. Craving or a strong desire or urge to use a substance; or
 4. Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (e.g., arguments with spouse about consequences of intoxication, physical fights);
- B. The symptoms have never met the criteria for Substance Dependence for this class of substance.

“Substance Abuse Treatment Center”

“Substance Abuse Treatment Center” shall mean an Institution which provides a program for the treatment of Substance Abuse by means of a written treatment plan approved and monitored by a Physician. This Institution must be:

1. Affiliated with a Hospital under a contractual agreement with an established system for patient referral;
2. Accredited as such a facility by the Joint Commission on Accreditation of Hospitals; or
3. Licensed, certified or approved as an alcohol or Substance Abuse treatment program or center by a State agency having legal authority to do so.

Substance Dependence: Substance use history which includes the following: (1) substance abuse (see above); (2) continuation of use despite related problems; (3) development of tolerance (more of the drug is needed to achieve the same effect); and (4) withdrawal symptoms.

“Surgery”

“Surgery” shall mean any of the following:

1. The incision, excision, debridement or cauterization of any organ or part of the body, and the suturing of a wound;
2. The manipulative reduction of a fracture or dislocation or the manipulation of a joint including application of cast or traction;
3. The removal by endoscopic means of a stone or other foreign object from any part of the body or the diagnostic examination by endoscopic means of any part of the body;
4. The induction of artificial pneumothorax and the injection of sclerosing solutions;
5. Arthrodesis, paracentesis, arthrocentesis and all injections into the joints or bursa;
6. Obstetrical delivery and dilatation and curettage; or
7. Biopsy.

“Surgical Procedure”

“Surgical Procedure” shall have the same meaning set forth in the definition of “Surgery.”

“Total Disability”

“Total Disability” shall mean an individual is determined as being disabled for Social Security purposes and provides such evidence to the Plan of the determination as the Plan Administrator may, in its sole discretion, require.

“Totally Disabled”

“Totally Disabled” shall have the same meaning set forth in the definition of “Total Disability.”

“Uniformed Services”

“Uniformed Services” shall mean the Armed Forces, the Army National Guard and the Air National Guard, when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or Emergency.

“USERRA”

“USERRA” shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”).

**All other defined terms in this Plan Document shall have the meanings specified
in the Plan Document where they appear.**

ARTICLE V ELIGIBILITY FOR COVERAGE

5.01 Eligibility for Individual Coverage

The following classes of Employees will be eligible for coverage under the Plan:

1. New Hires -

- a. Regular Full-time Employees: Employees designated by the Employer as Regular Full-time Employees. Coverage for Regular Full-time Employees, if properly elected, will be effective on the first day of the month following a waiting period of thirty (30) days.
- b. Qualifying Part-time Employee: Any other Employees, including but not limited to Seasonal Employees, who are not Regular Full-time Employees to the extent that such Employees average 30 hours of service per week over the employee's applicable Initial Measurement Period (as defined in the Plan Eligibility Appendix adopted by the Employer). Coverage for such Employees, if properly elected, will be effective on the first day of the Qualifying Part-time Employee's New Employee Stability Period (as defined by the Plan). A Qualifying Part-time Employee will remain eligible throughout the New Employee Stability Period to the extent that the employee remains employed, subject to the Plan's Break in Service (as defined by the Plan) rules.

Note: if there is a gap between the end of the Qualifying Part-time Employee's New Employee Stability Period and the start of the Qualifying Part-time Employee's first Ongoing Employee Stability Period (see below), the Qualifying Part-time Employee will remain eligible under the Plan until the day preceding the start of the Ongoing Employee Stability Period to the extent the employee remains employed, subject to the Plan's Break in Service rules.

If a Qualifying Part-time Employee transfers to a Regular Full-time Employee position prior to the start of the Qualifying Part-time Employee's New Employee Stability Period, the Employee will become eligible for coverage. If elected, coverage for such new Regular Full-time Employee will become eligible {effective date following any waiting period}.

2. **"Ongoing" Employees** - Once an Employee has completed the Plan's Standard Measurement Period, eligibility will be based solely on the Employee's Hours of Service during the Plan's Standard Measurement Period. Any Employee who averages 30 Hours of Service per week during the Plan's Standard Measurement Period ("Ongoing Employees") will be eligible for coverage under the Plan during the Plan's next Ongoing Employee Stability Period to the extent that the Ongoing Employee remains employed, subject to the Plan's Break in Service rules. Such coverage, if elected, will be effective on the first day of the Plan's Ongoing Employee Stability Period.

Whether an Employee averages 30 Hours of Service per week will be determined in accordance with policies and procedures adopted by the Plan Administrator.

Impact of Breaks In Service

Any Employee who resumes Hours of Service following a Break in Service (as defined in the Plan Eligibility Appendix) will be treated as a New Hire and eligibility for coverage under the Plan upon return will be determined in accordance with the New Hire rules above. If, however, the Employee experiences a period without any Hours of Service, and resumes Hours of Service without experiencing a Break in Service, the Employee will be treated as a continuous employee. A continuous employee resuming Hours of Service after a period with no Hours of Service that does not constitute a Break in Service will be eligible for coverage under the Plan upon return if they were enrolled in coverage prior to the start of the period with No Hours of Service. Such coverage will be effective on the first day of the month that coincides with or follows the date you resume Hours of Service.

If you wish to review a copy of the Plan's Eligibility Appendix, please contact the Plan Administrator.

5.02 Eligibility Dates for Dependent Coverage

Each Employee will become eligible for coverage under this Plan for his or her Dependents on the latest of the following dates:

1. His or her date of eligibility for coverage for himself or herself under the Plan;
2. The date coverage for his or her Dependents first becomes available under any amendment to the Plan, if such coverage was not provided under the Plan on the Effective Date of the Plan; and
3. The first date upon which he or she acquires a Dependent.

In no event will any Dependent Child be covered as a Dependent of more than one Employee who is covered under the Plan.

Any reference in this Plan to an Employee's Dependent being covered means that such Employee is covered for Dependent Coverage.

5.03 Effective Dates of Coverage; Conditions

The coverage for which an individual is eligible under this Plan will become effective on the date specified below, subject to the conditions of this section.

1. Enrollment Form. Coverage for an Employee or his or her Dependents must be requested by the Employee on a form furnished by the Plan Administrator and will become effective on the date such Employee or Dependents are eligible, provided the Employee has enrolled for such coverage on a form satisfactory to the Plan Administrator within the 31-day period immediately following the date of eligibility.
2. Birth of Dependent Child. If a Dependent Child is born after the date the Employee's coverage for himself or herself under the Plan becomes effective, coverage shall take effect from and after the moment of birth, to the extent of the benefits provided herein, and any limitations of this Plan with respect to congenital defects shall not apply to such Child. If the Employee does not have coverage under this Plan for any Dependents at the date of such Child's birth, then coverage for such Child shall continue for 31 days. After the 31-day period, coverage shall only continue if the Employee makes written application to the Plan for such Child and agrees to make any required contribution.
3. Newly Acquired Dependents. If an Employee acquires a Dependent while the Employee is eligible for coverage for Dependents, coverage for the newly acquired Dependent shall be effective on the date the Dependent becomes eligible, provided application is made to the Plan within 31 days of the date of eligibility and any required contributions are made.
4. Requirement for Employee Coverage. No coverage for Dependents of an Employee will become effective unless the Employee is, or simultaneously becomes, eligible for coverage for himself or herself under the Plan.
5. Coverage as Both Employee and Dependent. No person may be simultaneously covered under this Plan as both an Employee and a Dependent.
6. Medicaid Coverage. An individual's eligibility for any State Medicaid benefits will not be taken into account by the Plan in determining that individual's eligibility under the Plan.
7. FMLA Leave. Regardless of any requirements set forth in the Plan, the Plan shall at all times comply with FMLA.

5.04 Special and Open Enrollment

The Plan provides special enrollment periods that allow Employee's to enroll in the Plan, even if they declined enrollment during an initial or subsequent eligibility period.

5.04A Loss of Other Coverage

If an Employee declined enrollment for himself or herself or his or her Dependents (including his or her spouse) because of other health coverage, he or she may enroll for coverage for himself or herself and/or his or her Dependents if the other health coverage is lost. The Employee must make written application for special enrollment within 31 days of the date the other health coverage was lost.

The following conditions apply to any eligible Employee and Dependents:

An Employee may enroll during this special enrollment period:

1. If the Employee is eligible for coverage under the terms of this Plan;
2. The Employee is not currently enrolled under the Plan;
3. When enrollment was previously offered, the Employee declined because of coverage under another group health plan or health insurance coverage. The Employee must have provided a written statement that other health coverage was the reason for declining enrollment under this Plan; and
4. If the other coverage was terminated due to loss of eligibility for the coverage (including due to legal separation, divorce, death, termination of employment, or reduction in the number of hours), or because employer contributions for the coverage were terminated.

An Employee who is already enrolled in a benefit package may enroll in another benefit package under the Plan if a Dependent of that Employee has a special enrollment right in the Plan because the Dependent lost eligibility for other coverage. The Employee must make written application for special enrollment in the new benefit package within 31 days of the date the other health coverage was lost.

The Employee is not eligible for this special enrollment right if:

1. The other coverage was COBRA continuation coverage and the Employee did not exhaust the maximum time available to him or her for that COBRA coverage; or
2. The other coverage was lost due to non-payment of requisite contribution / premium or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the other plan).

If the conditions for special enrollment are satisfied, coverage for the Employee and/or his or her Dependent(s) will be effective at 12:01 A.M. on the first day of the first calendar month beginning after the date the written request is received by the Plan.

5.04B New Dependent

If an Employee acquires a new Dependent as a result of marriage, birth, adoption, or placement for adoption, he or she may be able to enroll himself or herself and his or her Dependents during a special enrollment period. The Employee must make written application for special enrollment no later than 31 days after he or she acquires the new Dependent.

The following conditions apply to any eligible Employee and Dependents:

An Employee may enroll himself or herself and/or his or her eligible Dependents during this special enrollment period if:

1. The Employee is eligible for coverage under the terms of this Plan; and
2. The Employee has acquired a new Dependent through marriage, birth, adoption, or placement for adoption.

If the conditions for special enrollment are satisfied, coverage for the Employee and his or her Dependent(s) will be effective at 12:01 A.M.:

1. For a marriage, on the date of the marriage;
2. For a birth, on the date of birth; or

3. For an adoption or placement for adoption, on the date of the adoption or placement for adoption.

5.04C Additional Special Enrollment Rights

Employees and Dependents who are eligible but not enrolled are entitled to enroll under the following circumstances:

1. The Employee's or Dependent's Medicaid or State Child Health Insurance Plan (i.e. CHIP) coverage has terminated as a result of loss of eligibility and the Employee requests coverage under the Plan within 60 days after the termination; or
2. The Employee or Dependent become eligible for a contribution / premium assistance subsidy under Medicaid or a State Child Health Insurance Plan (i.e. CHIP), and the Employee requests coverage under the Plan within 60 days after eligibility is determined.

5.04D Open Enrollment

Participants may enroll for coverage during Open Enrollment Periods. Coverage for Participants enrolling during an Open Enrollment Period will become effective on January 1, unless the Employee has not satisfied the Service Waiting Period, in which event coverage for the Employee and his or her Dependents will become effective on the day following completion of the Service Waiting Period.

"Open Enrollment Period" shall mean the month of December in each Plan Year.

5.04E Effective Date of Coverage; Conditions

All conditions for effectiveness of coverage under the Plan, which are set forth in the section entitled "Effective Dates of Coverage; Conditions," will apply to Participants enrolling during a Special or Open Enrollment Period. Coverage for Participants enrolling during a Special Enrollment Period will become effective on the date of the event for loss of coverage, marriage, birth, adoption or placement for adoption in the case of such events.

5.05 Qualified Medical Child Support Orders

The Plan Administrator shall enroll for immediate coverage under this Plan any Alternate Recipient who is the subject of a Medical Child Support Order that is a "Qualified Medical Child Support Order" ("QMCSO") if such an individual is not already covered by the Plan as an Eligible Dependent, once the Plan Administrator has determined that such order meets the standards for qualification set forth below.

"Alternate Recipient" shall mean any Child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Participant's Eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an Eligible Dependent.

"Medical Child Support Order" shall mean any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that:

1. Provides for child support with respect to a Participant's Child or directs the Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law); or
2. Enforces a law relating to medical child support described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

"National Medical Support Notice" or "NMSN" shall mean a notice that contains the following information:

1. Name of an issuing State child support enforcement agency;
2. Name and mailing address (if any) of an employee who is a Participant under the Plan or eligible for enrollment;
3. Name and mailing address each of the Alternate Recipients (i.e., the child or children of the Participant or the name and address of a State or local office may be substituted for the mailing address of the Alternate Recipients(s)); and
4. Identity of an underlying child support order.

“Qualified Medical Child Support Order” or “QMCSO” is a Medical Child Support Order that creates or recognizes the existence of an Alternate Recipient’s right to, or assigns to an Alternate Recipient the right to, receive benefits for which a Participant or Eligible Dependent is entitled under this Plan. In order for such order to be a QMCSO, it must clearly specify the following:

1. The name and last known mailing address (if any) of the Participant and the name and mailing address of each such Alternate Recipient covered by the order;
2. A reasonable description of the type of coverage to be provided by the Plan to each Alternate Recipient, or the manner in which such type of coverage is to be determined;
3. The period of coverage to which the order pertains; and
4. The name of this Plan.

In addition, a National Medical Support Notice shall be deemed a QMCSO if it:

1. Contains the information set forth above in the definition of “National Medical Support Notice”;
2.
 - a. Identifies either the specific type of coverage or all available group health coverage. If the Employer receives an NMSN that does not designate either specific type(s) of coverage or all available coverage, the Employer and the Plan Administrator will assume that all are designated;
 - b. Informs the Plan Administrator that, if a group health plan has multiple options and the participant is not enrolled, the issuing agency will make a selection after the NMSN is qualified, and, if the agency does not respond within 20 days, the child will be enrolled under the Plan’s default option (if any); and
3. Specifies that the period of coverage may end for the Alternate Recipient(s) only when similarly situated dependents are no longer eligible for coverage under the terms of the Plan, or upon the occurrence of certain specified events.

However, such an order need not be recognized as “qualified” if it requires the Plan to provide any type or form of benefit, or any option, not otherwise provided to the Participants and Eligible Plan Participants without regard to this section, except to the extent necessary to meet the requirements of a State law relating to medical child support orders, as described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822).

Upon receiving a Medical Child Support Order, the Plan Administrator shall, as soon as administratively possible:

1. Notify the Participant and each Alternate Recipient covered by the Order (at the address included in the Order) in writing of the receipt of such Order and the Plan’s procedures for determining whether the Order qualifies as a QMCSO; and
2. Make an administrative determination if the order is a QMCSO and notify the Participant and each affected Alternate Recipient of such determination.

Upon receiving a National Medical Support Notice, the Plan Administrator shall:

1. Notify the State agency issuing the notice with respect to the child whether coverage of the child is available under the terms of the Plan and, if so:
 - a. Whether the child is covered under the Plan; and
 - b. Either the effective date of the coverage or, if necessary, any steps to be taken by the custodial parent or by the official of a State or political subdivision to effectuate the coverage; and
2. Provide to the custodial parent (or any State official serving in a substitute capacity) a description of the coverage available and any forms or documents necessary to effectuate such coverage.

To give effect to this requirement, the Plan Administrator shall:

1. Establish reasonable, written procedures for determining the qualified status of a Medical Child Support Order or National Medical Support Notice; and
2. Permit any Alternate Recipient to designate a representative for receipt of copies of the notices that are sent to the Alternate Recipient with respect to the Order.

5.06 Late Enrollee

“Late Enrollee” shall mean a Participant who enrolls in the Plan other than:

1. On the earliest date on which coverage can become effective for the individual under the terms of the Plan; or
2. Through special enrollment.

5.07 Acquired Companies

Eligible Employees of an acquired company who are Actively at Work and were covered under the prior plan of the acquired company will be eligible for the benefits under this Plan on the date of acquisition. Any waiting period previously satisfied under the prior health plan will be applied toward satisfaction of the Service Waiting Period of this Plan. In the event that an acquired company did not have a health plan, all eligible Employees will be eligible on the date of the acquisition.

5.08 “GINA”

“GINA” prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

The term “genetic information” means, with respect to any individual, information about:

1. Such individual’s genetic tests;
2. The genetic tests of family members of such individual; and
3. The manifestation of a disease or disorder in family members of such individual.

The term “genetic information” includes participating in clinical research involving genetic services. Genetic tests would include analysis of human DNA, RNA, chromosomes, proteins, or metabolite that detect genotypes, mutations, or chromosomal changes. Genetic information is a form of Protected Health Information (PHI) as defined by and in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is subject to applicable Privacy and Security Standards.

Family members as it relates to GINA include dependents, plus all relatives to the fourth degree, without regard to whether they are related by blood, marriage, or adoption. Underwriting as it relates to GINA includes any rules for determining eligibility, computing premiums or contributions, and applying pre-existing condition limitations. Offering reduced premiums or other rewards for providing genetic information would be impermissible underwriting.

GINA will not prohibit a health care Provider who is treating an individual from requesting that the patient undergo genetic testing. The rules permit the Plan to obtain genetic test results and use them to make claims payment determinations when it is necessary to do so to determine whether the treatment provided to the patient was medically advisable and/or necessary.

The Plan may request, but not require, genetic testing in certain very limited circumstances involving research, so long as the results are not used for underwriting, and then only with written notice to the individual that participation is voluntary and will not affect eligibility for benefits, premiums or contributions. In addition, the Plan will notify and describe its activity to the Health and Human Services secretary of its activities falling within this exception.

While the Plan may collect genetic information after initial enrollment, it may not do so in connection with any annual renewal process where the collection of information affects subsequent enrollment. The Plan will not adjust

premiums or increase group contributions based upon genetic information, request or require genetic testing or collect genetic information either prior to or in connection with enrollment or for underwriting purposes.

5.09 Effect of Section 125 Tax Regulations on This Plan

The Plan Administrator has chosen to administer this Plan in accordance with Section 125 regulations of the Internal Revenue Code. Per this regulation, by enrolling in this plan, the Participant agrees to pretax salary reduction put toward the cost of his or her benefits.

Coverage Elections: Per Section 125 regulations, Participants are generally allowed to enroll for or change Coverage only during each annual enrollment period. However, exceptions are allowed if the Plan Administrator agrees and the Participant enrolls for or changes coverage within 31 days of the date the Participant meets the criteria shown below. The change must be consistent with the event.

Change of Status: A change in status is defined as:

- Change in legal marital status due to marriage, death of a spouse, or divorce;
- Change in number of dependents due to birth, adoption, placement for adoption, or death of a dependent;
- Change in employment status of employee, spouse or dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;
- Changes in employment status of employee, spouse or dependent resulting in eligibility or ineligibility for coverage;
- Changes which cause a dependent to become eligible or ineligible for coverage; and
- Change in residence from the network coverage area.

Court Order: A change in Coverage due to and consistent with a court order of the Employee or other person to cover a Dependent.

Medicare or Medicaid Eligibility/Entitlement: The Employee, Spouse or Dependent cancels or reduces Coverage due to entitlement to Medicare or Medicaid, or enrolls or increases Coverage due to loss of Medicare or Medicaid eligibility. The Employee or Dependent must request to enroll or cancel Coverage within 60 days after the Employee or Dependent is terminated from, or determined to be eligible, for such assistance.

Children's Health Insurance Program (CHIP): Employees and Dependents who are eligible but not enrolled for Coverage may enroll if: 1) the Employee's or Dependent's Medicaid or CHIP coverage is terminated as a result of loss of eligibility; or 2) the Employee or Dependent becomes eligible for a subsidy under Medicaid or CHIP. The Employee or Dependent must request to enroll or cancel Coverage within 60 days after the Employee or Dependent is terminated from, or determined to be eligible, for such assistance.

Change in Cost of Coverage: If the cost of benefits increases or decreases during a benefit period, the Plan Administrator may, in accordance with plan terms, automatically change the Participant's elective contribution.

When the change in cost is significant, the Participant may either increase his or her contribution or elect less-costly coverage. When a significant overall reduction is made to the benefit option the Participant has elected, the Participant may elect another available benefit option. When a new benefit option is added, the Participant may change his or her election to the new benefit option.

Changes in Coverage of Spouse or Dependent Under Another Employer's Plan: The Participant may make a Coverage election change if the plan of the Participant's Spouse or Dependent: (a) incurs a change such as adding or deleting a benefit option; (b) allows election changes due to Special Enrollment, Change in Status, Court Order or Medicare or Medicaid Eligibility/Entitlement; or (c) this Plan and the other plan have different periods of Coverage or open enrollment periods.

Revocation Due to Reduction in Hours: The Participant may revoke coverage under this Plan if he or she experiences a change in employment status so that the Participant is reasonably expected to average less than 30 hours of service per week, even if such a change does not cause the Participant to be ineligible, and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in another plan that provides minimum essential coverage with an effective date no later than the first day of the second month following the date coverage under this Plan is revoked.

Revocation Due to Enrollment in a Qualified Health Plan: The Participant may revoke coverage under this Plan if he or she is eligible for a Special Enrollment Period in a Qualified Health Plan through a Marketplace or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in a Qualified Health Plan through a Marketplace for new coverage with an effective date no later than the day immediately following the last day of coverage under this Plan.

There may be additional situations that qualify for a special enrollment opportunity. Contact the Plan Administrator for additional details.

ARTICLE VI TERMINATION OF COVERAGE

6.01 Termination Dates of Individual Coverage

The coverage of any Employee for himself or herself under this Plan will terminate on the earliest to occur of the following dates:

1. The date of termination of the Plan;
2. The date of the expiration of the last period for which the Employee has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for himself or herself to which he or she has agreed in writing;
3. The date of the month in which he or she ceases to be eligible for such coverage under the Plan;
4. The date and time of the month in which the termination of employment occurs; or at the end of the month
5. Immediately after an Employee or his or her Dependent submits, or has knowledge of the submission of, a fraudulent claim or any fraudulent information to the Plan, including enrollment information.

6.02 Termination Dates of Dependent Coverage

The coverage for any Dependents of any Employee who are covered under the Plan will terminate on the earliest to occur of the following dates:

1. The date of termination of the Plan;
2. Upon the discontinuance of coverage for Dependents under the Plan;
3. The date of termination of the Employee's coverage for himself or herself under the Plan;
4. The date of the expiration of the last period for which the Employee has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for Dependents to which he or she has agreed in writing;
5. In the case of a Child age 26 or older for whom coverage is being continued due to mental or physical inability to earn his or her own living, the earliest to occur of:
 - a. Cessation of such inability;
 - b. Failure to furnish any required proof of the uninterrupted continuance of such inability or to submit to any required examination; or
 - c. Upon the Child's no longer being dependent on the Employee for his or her support;
6. The day immediately preceding the date such person ceases to be a Dependent, as defined herein, except for termination due to age in which case coverage shall continue to the end of the month in which the Dependent Child reaches age 26; or
7. Immediately after an Employee or his or her Dependent submits, or has knowledge of the submission of, a fraudulent claim or any fraudulent information to the Plan, including enrollment information.

6.03 Certificates of Coverage

The Plan will provide, a Certificate of Coverage upon request, at any time while the individual is covered under a plan and up to 24 months after the individual loses coverage under the Plan.

6.04 Prohibition on Rescission

The Plan will not rescind coverage for Covered Persons. This provision does not apply to cases where the Covered Person has engaged in fraud or made an intentional misrepresentation of material fact and advance notice of rescission is made by the Plan.

ARTICLE VII CONTINUATION OF COVERAGE

7.01 Continuation During FMLA Leave

The Plan shall at all times comply with FMLA. During any leave taken under FMLA, the Employee will maintain coverage under this Plan on the same conditions as coverage would have been provided if the covered Employee had been continuously employed during the entire leave period. Leave taken pursuant to any other State leave law shall run concurrently with leave taken under FMLA, to the extent consistent with applicable law.

The Family and Medical Leave Act is a Federal law that applies, generally, to employers with 50 or more Employees, and provides that an eligible Employee may elect to continue coverage under this Plan during a period of approved FMLA Leave at the same cost as if the leave had not been taken.

If provisions under the Plan change while an Employee is on FMLA Leave, the changes will be effective for him or her on the same date as they would have been had he or she not taken leave.

7.01A Eligible Employees

Employees are eligible for FMLA Leave if all of the following conditions are met:

1. The Employee has been employed with the Participating Employer for at least 12 months;
2. The Employee has been employed with the Participating Employer at least 1,250 hours during the 12 consecutive months prior to the request for FMLA Leave; and
3. The Employee is employed at a worksite that employs at least 50 employees within a 75-mile radius.

7.01B Qualifying Circumstances for FMLA Leave

Coverage under FMLA Leave is limited to a total of 12 workweeks during any 12-month period that follows:

1. The birth of, and to care for, a Son or Daughter;
2. The placement of a Child with the Employee for adoption or foster care;
3. The Employee's taking leave to care for his or her Spouse, Son or Daughter, or Parent who has a Serious Health Condition;
4. The Employee's taking leave due to a Serious Health Condition which makes him or her unable to perform the functions of his or her position; or,
5. A Qualifying Exigency arising out of the fact that a Spouse, Son, Daughter, or Parent of the Employee is a member of a regular or reserve component of the Armed Forces and is on (or has been notified of impending call to) covered active duty.

Coverage under FMLA Leave is limited to a total of 26 workweeks during any 12-month period for the following situations:

1. To care for a covered service member following a Serious Illness or Injury to that covered service member, when the Employee is that service member's Spouse, Son or Daughter, Parent, or Next of Kin; or
2. To care for a veteran who is undergoing medical treatment, recuperation, or therapy for a Serious Illness or Injury that occurred any time during the five years preceding the date of treatment, when the Employee is that veteran's Spouse, Son or Daughter, Parent, or Next of Kin.

***The FMLA definitions of "serious Injury or Illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

This leave may be considered as a paid (accrued vacation time, personal leave or family or sick leave, as applicable) or unpaid leave. The Participating Employer has the right to require that all paid leave be used prior to providing any unpaid leave.

An Employee must continue to pay his or her portion of the Plan contribution, if any, during the FMLA Leave. Payment must be made within 30 days of the due date established by the Plan Administrator. If payment is not received, coverage will terminate on the last date for which the contribution was received in a timely manner.

7.01C Notice Requirements

An Employee must provide at least 30 days' notice to his or her Participating Employer prior to beginning any leave under FMLA. If the nature of the leave does not permit such notice, the Employee must provide notice of the leave as soon as possible. The Participating Employer has the right to require medical certification to support the Employee's request for leave due to a Serious Health Condition for the Employee or his or her eligible family members.

7.01D Length of Leave

During any one 12-month period, the maximum amount of FMLA Leave may not exceed 12 workweeks for most FMLA related situations. The maximum periods for an Employee who is the primary care giver of a service member with a Serious Illness or Injury that was Incurred in the line of active duty may take up to 26 weeks of FMLA Leave in a single 12-month period to care for that service member. The Participating Employer may use any of four methods for determining this 12-month period.

If the Employee and his or her Spouse are both employed by the Participating Employer, FMLA Leave may be limited to a combined period of 12 workweeks, for both Spouses, when FMLA Leave is due to:

1. The birth or placement for adoption or foster care of a Child; or
2. The need to care for a Parent who has a Serious Health Condition.

7.01E Termination of FMLA Leave

Coverage may end before the maximum 12-week (or 26-week) period under the following circumstances:

1. When the Employee informs his or her Participating Employer of his or her intent not to return from leave;
2. When the employment relationship would have terminated but for the leave (such as during a reduction in force);
3. When the Employee fails to return from the leave;
4. If any required Plan contribution is not paid within 30 days of its due date;
5. The Participating Employer and/or Plan Administrator is advised and/or determines that no FMLA Qualifying Circumstance occurred.

If an Employee does not return to work when coverage under FMLA Leave ends, he or she will be eligible for *COBRA* continuation of coverage at that time, in accordance with the parameters set forth by this Plan and applicable law.

7.01F Recovery of Plan Contributions

The Participating Employer has the right to recover the portion of the Plan contributions it paid to maintain coverage under the Plan during an unpaid FMLA Leave if an Employee does not return to work at the end of the leave. This right will not apply if failure to return is due to the continuation, recurrence or onset of a Serious Health Condition that entitles the Employee to FMLA Leave (in which case the Participating Employer may require medical certification) or other circumstances beyond the Employee's control.

7.01G Reinstatement of Coverage

The law requires that coverage be reinstated upon the Employee's return to work following an FMLA Leave whether or not the Employee maintained coverage under the Plan during the FMLA Leave.

On reinstatement, all provisions and limits of the Plan will apply as they would have applied if FMLA Leave had not been taken. The Service Waiting Period will be credited as if the Employee had been continually covered under the Plan.

7.01H Definitions

For this provision only, the following terms are defined as stated.

“Next of Kin”

“Next of Kin” shall mean the nearest blood relative to the service member.

“Parent”

“Parent” shall mean the Employee’s biological parent or someone who has acted as his or her parent in place of his or her biological parent when he or she was a Son or Daughter.

“Qualifying Exigency”

“Qualifying Exigency” shall mean:

1. Short-notice deployment.
 - a. To address any issue that arises from the fact that a covered military member is notified seven or less calendar days prior to the date of deployment of an impending call or order to active duty in support of a contingency operation; and
 - b. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation;
2. Military events and related activities.
 - a. To attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of a covered military member; and
 - b. To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
3. Childcare and school activities.
 - a. To arrange for alternative childcare when the active duty or call to active duty status of a covered military member necessitates a change in the existing childcare arrangement for a biological, adopted, or foster Child, a stepchild, or a legal ward of a covered military member, or a Child for whom a covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence;
 - b. To provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the active duty or call to active duty status of a covered military member for a biological, adopted, or foster Child, a stepchild, or a legal ward of a covered military member, or a Child for whom a covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence;
 - c. To enroll in or transfer to a new school or daycare facility, a biological, adopted, or foster Child, a stepchild, or a legal ward of the covered military member, or a Child for whom the covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence, when enrollment or transfer is necessitated by the active duty or call to active duty status of a covered military member; and
 - d. To attend meetings with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a biological, adopted, or foster Child, a stepchild, or a legal ward of the covered military member, or a Child for whom the covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA

Leave is to commence, when such meetings are necessary due to circumstances arising from the active duty or call to active duty status of a covered military member;

4. Financial and legal arrangements.

- a. To make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; and
- b. To act as the covered military member's representative before a Federal, State, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status, and for a period of 90 days following the termination of the covered military member's active duty status;

5. Counseling. To attend counseling provided by someone other than a health care Provider for oneself, for the covered military member, or for the biological, adopted, or foster Child, a stepchild, or a legal ward of the covered military member, or a Child for whom the covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence, provided that the need for counseling arises from the active duty or call to active duty status of a covered military member;

6. Rest and recuperation. To spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. Eligible Employees may take up to five days of leave for each instance of rest and recuperation;

7. Post-deployment activities.

- a. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status; and
- b. To address issues that arise from the death of a covered military member while on active duty status, such as meeting and recovering the body of the covered military member and making funeral arrangements; and

8. Additional activities. To address other events which arise out of the covered military member's active duty or call to active duty status provided that the Participating Employer and Employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

“Serious Health Condition”

“Serious Health Condition” shall mean an Illness, Injury, impairment, or physical or mental condition that involves:

1. Inpatient care in a Hospital, hospice, or residential medical facility; or
2. Continuing treatment by a health care Provider (a doctor of medicine or osteopathy who is authorized to practice medicine or Surgery, as appropriate, by the State in which the doctor practices, or any other person determined by the Secretary of Labor to be capable of providing health care services).

“Serious Illness or Injury (of a service member or covered veteran)”

“Serious Illness or Injury” shall mean an Illness or Injury Incurred in the line of duty that may render the service member medically unfit to perform his or her military duties. A serious Injury or Illness for a current service member includes an Injury or Illness that existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the armed forces. A serious Injury or Illness for a covered veteran means an Injury or Illness that was Incurred or aggravated by the service member in the line of duty on active duty in the armed forces and manifested itself before or after the service member became a veteran.

“Son or Daughter”

“Son or Daughter” shall mean the Employee’s biological child, adopted child, stepchild, foster child, a child placed in the Employee’s legal custody, or a child for which the Employee is acting as the parent in place of the child’s natural blood related parent.

“Spouse”

“Spouse” shall mean an Employee’s husband or wife.

NOTE: For complete information regarding FMLA rights, contact the Participating Employer.

7.02 Continuation During USERRA

Participants who are absent from employment because they are in the Uniformed Services may elect to continue their coverage under this Plan for up to 24 months. If a Participant elected to continue coverage under USERRA before December 10, 2004, the maximum period for continuing coverage is 18 months. To continue coverage, Participants must comply with the terms of the Plan, including election during the Plan’s annual enrollment period, and pay their contributions, if any. In addition, USERRA also requires that, regardless of whether a Participant elected to continue his or her coverage under the Plan, his or her coverage and his or her dependents’ coverage be reinstated immediately upon his or her return to employment, so long as he or she meets certain requirements contained in USERRA. Participants should contact their participating employer for information concerning their eligibility for USERRA and any requirements of the Plan.

7.03 Continuation During COBRA – Introduction

The right to this form of continued coverage was created by a Federal law, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”). COBRA Continuation Coverage can become available to Participants when they otherwise would lose their group health coverage. It also can become available to other members of the Participants family who are covered under the Plan when they otherwise would lose their group health coverage. The entire cost (plus a reasonable administration fee) must be paid by the person. Coverage will end in certain instances, including if the Participant or their covered dependents fail to make timely payment of contributions or premiums. Participants should check with their employer to see if COBRA applies to them and/or their covered dependents.

Participants may have other options available when group health coverage is lost. For example, a Participant may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, the Participant may qualify for lower costs on his or her monthly premiums and lower out-of-pocket costs. Additionally, the Participant may qualify for a 30-day special enrollment period for another group health plan for which the Participant is eligible (such as a spouse’s plan), even if that plan generally doesn’t accept late enrollees.

7.03A COBRA Continuation Coverage

“COBRA Continuation Coverage” is a continuation of Plan coverage when coverage otherwise would end because of a life event known as a “Qualifying Event.” Life insurance, accidental death and dismemberment benefits and weekly income or long-term disability benefits (if a part of the employer’s plan) are not considered for continuation under COBRA.

7.03B Qualifying Events

Specific Qualifying Events are listed below. After a Qualifying Event, COBRA Continuation Coverage must be offered to each person who is a “Qualified Plan Participant.” The Employee, the Employee’s spouse, and the Employee’s dependent children could become Qualified Plan Participants if coverage under the Plan is lost because of the Qualifying Event.

A covered Employee (meaning an employee covered under the Plan) will become a Qualified Plan Participant if he or she loses his or her coverage under the Plan because either one of the following Qualifying Events happens:

1. The hours of employment are reduced; or
2. The employment ends for any reason **other than gross misconduct.**

The spouse of a covered Employee will become a Qualified Plan Participant if he or she loses his or her coverage under the Plan because any of the following Qualifying Events happens:

1. The spouse dies;
2. The spouse's hours of employment are reduced;
3. The spouse's employment ends for any reason other than his or her gross misconduct;
4. The spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
5. The spouse becomes divorced or legally separated from his or her spouse.

Dependent children will become Qualified Plan Participants if they lose coverage under the Plan because any of the following Qualifying Events happens:

1. The parent-covered Employee dies;
2. The parent-covered Employee's hours of employment are reduced;
3. The parent-covered Employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-covered Employee becomes entitled to Medicare benefits (Part A, Part B, or both);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a Dependent Child.

If a proceeding in bankruptcy is filed with respect to City of Villa Rica], and that bankruptcy results in the loss of coverage of any retired employee, spouse, surviving spouse, and Dependent Children covered under the Plan, such member will become a Qualified Plan Participant with respect to the bankruptcy.

7.03C Employer Notice of Qualifying Events

When the Qualifying Event is the end of employment (for reasons other than gross misconduct), reduction of hours of employment, death of the covered Employee, commencement of a proceeding in bankruptcy with respect to the Employer, or the covered Employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Employer must notify the Plan Administrator of the Qualifying Event.

7.03D Employee Notice of Qualifying Events

Each covered Employee or Qualified Plan Participant is responsible for providing the Plan Administrator with the following notices, in writing, by U.S. First Class Mail:

1. Notice of the occurrence of a Qualifying Event that is a divorce or legal separation of a covered Employee (or former employee) from his or her spouse;
2. Notice of the occurrence of a Qualifying Event that is an individual's ceasing to be eligible as a Dependent Child under the terms of the Plan;
3. Notice of the occurrence of a second Qualifying Event after a Qualified Plan Participant has become entitled to COBRA Continuation Coverage with a maximum duration of 18 (or 29) months;
4. Notice that a Qualified Plan Participant entitled to receive Continuation Coverage with a maximum duration of 18 months has been determined by the Social Security Administration ("SSA") to be disabled at any time during the first 60 days of Continuation Coverage; and
5. Notice that a Qualified Plan Participant, with respect to whom a notice described above has been provided, has subsequently been determined by the SSA to no longer be disabled.

The Plan Administrator is:

City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
(678) 840-1223

A form of notice is available, free of charge, from the Plan Administrator and must be used when providing the notice.

7.03E Deadline for providing the notice

For Qualifying Events described above, the notice must be furnished by the date that is 60 days after the latest of:

1. The date on which the relevant Qualifying Event occurs;
2. The date on which the Qualified Plan Participant loses (or would lose) coverage under the Plan as a result of the Qualifying Event; or
3. The date on which the Qualified Plan Participant is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the Plan Administrator.

For the disability determination described above, the notice must be furnished by the date that is 60 days after the latest of:

1. The date of the disability determination by the SSA;
1. The date on which a Qualifying Event occurs;
2. The date on which the Qualified Plan Participant loses (or would lose) coverage under the Plan as a result of the Qualifying Event; or
3. The date on which the Qualified Plan Participant is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the Plan Administrator.

In any event, this notice must be furnished before the end of the first 18 months of Continuation Coverage.

For a change in disability status described above, the notice must be furnished by the date that is 30 days after the later of:

1. The date of the final determination by the SSA that the Qualified Plan Participant is no longer disabled; or
2. The date on which the Qualified Plan Participant is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the Plan Administrator.

The notice must be postmarked by the deadline set forth above. If the notice is late, the opportunity to elect or extend COBRA Continuation Coverage is lost, and if the person is electing COBRA Continuation Coverage, his or her coverage under the Plan will terminate on the last date for which he or she is eligible under the terms of the Plan, or if the person is extending COBRA Continuation Coverage, such Coverage will end on the last day of the initial 18-month COBRA coverage period.

7.03F Who Can Provide the Notice

Any individual who is the covered Employee (or former employee), a Qualified Plan Participant with respect to the Qualifying Event, or any representative acting on behalf of the covered Employee (or former employee) or Qualified Plan Participant, may provide the notice, and the provision of notice by one individual shall satisfy any responsibility to provide notice on behalf of all related Qualified Plan Participants with respect to the Qualifying Event.

7.03G Required Contents of the Notice

The notice must contain the following information:

1. Name and address of the covered Employee or former employee;
2. Identification of the initial Qualifying Event and its date of occurrence, if the person is already receiving COBRA Continuation Coverage and wishes to extend the maximum coverage period;
3. A description of the Qualifying Event (for example, divorce, legal separation, cessation of dependent status, entitlement to Medicare by the covered Employee or former employee, death of the covered Employee or former employee, disability of a Qualified Plan Participant or loss of disability status);
4. In the case of a Qualifying Event that is divorce or legal separation, name(s) and address(es) of spouse and dependent child(ren) covered under the Plan, date of divorce or legal separation, and a copy of the decree of divorce or legal separation;
5. In the case of a Qualifying Event that is Medicare entitlement of the covered Employee or former employee, date of entitlement, and name(s) and address(es) of spouse and Dependent child(ren) covered under the Plan;

6. In the case of a Qualifying Event that is a Dependent Child's cessation of Dependent status under the Plan, name and address of the Child, reason the Child ceased to be an eligible Dependent (for example, attained limiting age, lost student status, married or other);
7. In the case of a Qualifying Event that is the death of the covered Employee or former employee, the date of death, and name(s) and address(es) of spouse and Dependent Child(ren) covered under the Plan;
8. In the case of a Qualifying Event that is disability of a Qualified Plan Participant, name and address of the disabled Qualified Plan Participant, name(s) and address(es) of other family members covered under the Plan, the date the disability began, the date of the SSA's determination, and a copy of the SSA's determination;
9. In the case of a Qualifying Event that is loss of disability status, name and address of the Qualified Plan Participant who is no longer disabled, name(s) and address(es) of other family members covered under the Plan, the date the disability ended and the date of the SSA's determination; and
10. A certification that the information is true and correct, a signature and date.

If a copy of the decree of divorce or legal separation or the SSA's determination cannot be provided by the deadline for providing the notice, complete and provide the notice, as instructed, by the deadline and submit the copy of the decree of divorce or legal separation or the SSA's determination within 30 days after the deadline. The notice will be timely if done so. However, no COBRA Continuation Coverage, or extension of such Coverage, will be available until the copy of the decree of divorce or legal separation or the SSA's determination is provided.

If the notice does not contain all of the required information, the Plan Administrator may request additional information. If the individual fails to provide such information within the time period specified by the Plan Administrator in the request, the Plan Administrator may reject the notice if it does not contain enough information for the Plan Administrator to identify the plan, the covered Employee (or former employee), the Qualified Plan Participants, the Qualifying Event or disability, and the date on which the Qualifying Event, if any, occurred.

7.03H Electing COBRA Continuation Coverage

Complete instructions on how to elect COBRA Continuation Coverage will be provided by the Plan Administrator within 14 days **of receiving the notice of the Qualifying Event**. The individual then has 60 days in which to elect COBRA Continuation Coverage. The 60-day period is measured from the later of the date coverage terminates and the date of the notice containing the instructions. If COBRA Continuation Coverage is not elected in that 60-day period, then the right to elect it ceases.

Each Qualified Plan Participant will have an independent right to elect COBRA Continuation Coverage. Covered Employees may elect COBRA Continuation Coverage on behalf of their spouses, and parents may elect COBRA Continuation Coverage on behalf of their children.

In the event that the Plan Administrator determines that the individual is not entitled to COBRA Continuation Coverage, the Plan Administrator will provide to the individual an explanation as to why he or she is not entitled to COBRA Continuation Coverage.

7.03I Duration of COBRA Continuation Coverage

COBRA Continuation Coverage will be available up to the maximum time period shown below. Generally, multiple Qualifying Events which may be combined under COBRA will not continue coverage for more than 36 months beyond the date of the original Qualifying Event. When the Qualifying Event is "entitlement to Medicare," the 36-month continuation period is measured from the date of the original Qualifying Event. For all other Qualifying Events, the continuation period is measured from the date of the Qualifying Event, not the date of loss of coverage.

When the Qualifying Event is the death of the covered Employee (or former employee), the covered Employee's (or former employee's) becoming entitled to Medicare benefits (under Part A, Part B, or both), a divorce or legal separation, or a Dependent Child's losing eligibility as a Dependent Child, COBRA Continuation Coverage lasts for up to a total of 36 months.

When the Qualifying Event is the end of employment or reduction of the covered Employee's hours of employment, and the covered Employee became entitled to Medicare benefits less than 18 months before the Qualifying Event, COBRA Continuation Coverage for Qualified Plan Participants other than the covered Employee lasts until 36

months after the date of Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare eight months before the date on which his or her employment terminates, COBRA Continuation Coverage for his or her spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the Qualifying Event (36 months minus 8 months).

Otherwise, when the Qualifying Event is the end of employment (for reasons other than gross misconduct) or reduction of the covered Employee's hours of employment, COBRA Continuation Coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA Continuation Coverage can be extended.

7.03J Disability Extension of COBRA Continuation Coverage

If an Employee or anyone in an Employee's family covered under the Plan is determined by the SSA to be disabled and the Employee notifies the Plan Administrator as set forth above, the Employee and his or her entire family may be entitled to receive up to an additional 11 months of COBRA Continuation Coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA Continuation Coverage and must last at least until the end of the 18-month period of COBRA Continuation Coverage. An extra fee will be charged for this extended COBRA Continuation Coverage.

7.03K Second Qualifying Event Extension of COBRA Continuation Coverage

If an Employee's family experiences another Qualifying Event while receiving 18 months of COBRA Continuation Coverage, the spouse and Dependent Children in the family can get up to 18 additional months of COBRA Continuation Coverage, for a maximum of 36 months, if notice of the second Qualifying Event properly is given to the Plan as set forth above. This extension may be available to the spouse and any Dependent Children receiving COBRA Continuation Coverage if the covered Employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the Dependent Child stops being eligible under the Plan as a Dependent Child, but only if the event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first Qualifying Event not occurred.

7.03L Shorter Duration of COBRA Continuation Coverage

COBRA Continuation Coverage also may end before the end of the maximum period on the earliest of the following dates:

1. The date the employer ceases to provide a group health plan to any employee;
2. The date on which coverage ceases by reason of the Qualified Plan Participant's failure to make timely payment of any required contributions or premium;
3. The date that the Qualified Plan Participant first becomes, after the date of election, covered under any other group health plan (as an employee or otherwise), or entitled to either Medicare Part A or Part B (whichever comes first) except as stated under COBRA's special bankruptcy rules; or
4. The first day of the month that begins more than 30 days after the date of the SSA's determination that the Qualified Plan Participant is no longer disabled, but in no event before the end of the maximum coverage period that applied without taking into consideration the disability extension.

7.03M Contribution and/or Premium Requirements

Once COBRA Continuation Coverage is elected, the individual must pay for the cost of the initial period of coverage within 45 days. Payments then are due on the first day of each month to continue coverage for that month. If a payment is not received within 30 days of the due date, COBRA Continuation Coverage will be canceled and will not be reinstated.

7.04 Additional Information

Additional information about the Plan and COBRA Continuation Coverage is available from the Plan Administrator, who is:

City of Villa Rica
Plan Administrator

571 W. Bankhead Hwy.
Villa Rica, GA 30180
(678) 840-1223

For more information about a Participant's rights under the law, including COBRA, the Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

7.05 Current Addresses

In order to protect the rights of the Employee's family, the Employee should keep the Plan Administrator (who is identified above) informed of any changes in the addresses of family members.

ARTICLE VIII GENERAL LIMITATIONS AND EXCLUSIONS

This section applies to all benefits provided under any section of this Plan. This Plan does not cover any charge for care, supplies, treatment, and/or services:

Alcohol. That arise from a Participant taking part in any activity made illegal due to the use of alcohol or a state of intoxication. Expenses will be covered for Injured Plan Participants other than the person partaking in an activity made illegal due to the use of alcohol or a state of intoxication, and expenses may be covered for Substance Abuse treatment as specified in this Plan, if applicable. This exclusion does not apply if the (a) injury resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions);

Custodial Care. That do not restore health, unless specifically mentioned otherwise;

Deductible Applicable. That are not payable due to the application of any specified Deductible provisions contained herein;

Error. That are required to treat injuries that are sustained or an illness that is contracted, including infections and complications, while the Plan Participant was under, and due to, the care of a Provider wherein such illness, injury, infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from the circumstances of the course of treatment that, in the opinion of the Plan Administrator, in its sole discretion, unreasonably gave rise to the expense;

Excess. That are not payable under the Plan due to application of any Plan maximum or limit or because the charges are in excess of the Reasonable and Allowable amount, or are for services not deemed to be Reasonable or Medically Necessary, based upon the Plan Administrator's determination as set forth by and within the terms of this document;

Experimental. That are Experimental or Investigational;

Government. That are expenses to the extent paid, or which the Participant is entitled to have paid or obtain without cost, in accordance with the laws or regulations of any government;

Illegal Acts. For services and supplies incurred as a result of an Illness or Injury, caused by or contributed to by engaging in an illegal act, by committing or attempting to commit a crime or by participating in a riot or public disturbance. This exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions);

Immediate Family Member. That are rendered by a member of the immediate Family Unit or person residing in the same household;

Incurred by Other Persons. For expenses actually incurred by other persons;

Medical Necessity. That are not Medically Necessary. The Plan Administrator retains discretionary authority in determining Medical Necessity regarding inter-facility patient transport, and will consider assessment by Sentinel Air Medical Alliance, LLC in determining Medical Necessity of such inter-facility patient transport. The Plan Administrator retains the discretionary authority to limit benefit availability to alternative providers of inter-facility air transport if and when a Provider fails to comply with the terms of the Plan, or proposed charges exceed the Maximum Allowable Charge in accordance with the terms of the Plan;

Medicare. For benefits that are provided, or which would have been provided had the Participant enrolled, applied for, or maintained eligibility for such care and service benefits, under Title XVIII of the Federal Social Security Act

of 1965 (Medicare), including any amendments thereto, or under any Federal law or regulation, except as provided in the sections entitled “Coordination of Benefits” and “Medicare;”

Negligence. For Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Physician;

No Legal Obligation. That are provided to a Participant for which the Provider of a service customarily makes no direct charge, or for which the Participant is not legally obligated to pay, or for which no charges would be made in the absence of this coverage, including but not limited to fees, care, supplies, or services for which a person, company or any other entity except the Participant or this benefit plan, *may be liable* for necessitating the fees, care, supplies, or services;

Not Acceptable. That are not accepted as standard practice by the AMA, ADA, or the Food and Drug Administration;

Not Actually Rendered. That are not actually rendered;

Not Specifically Covered. That are not specifically covered under this Plan;

Occupational. For any condition, Illness, Injury or complication thereof arising out of or in the course of employment, including self-employment, or an activity for wage or profit;

Other than Attending Physician. That are other than those certified by a Physician who is attending the Participant as being required for the treatment of Injury or Disease, and performed by an appropriate Provider;

Participant Liability Waived. For charges in connection with a claim where the Participant does not meet his or her cost-sharing responsibility (i.e. copay, deductible or coinsurance). This exclusion applies regardless of whether the Provider charges or attempts to collect the Participant's cost-sharing responsibility.

Prior to Coverage. That are rendered or received prior to or after any period of coverage hereunder, except as specifically provided herein;

Prohibited by Law. That are to the extent that payment under this Plan is prohibited by law;

Provider Error. That are required as a result of unreasonable provider error;

Self-inflicted. That are the result of intentionally self-inflicted Injuries or Illnesses. This exclusion does not apply if the injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions);

Subrogation, Reimbursement, and/or Third Party Responsibility. That are of an Injury or Sickness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions; and

War. That Incurred as a result of war or any act of war, whether declared or undeclared, or any act of aggression, when the Participant is a member of the armed forces of any Country, or during service by a Participant in the armed forces of any Country. This exclusion does not apply to any Participant who is not a member of the armed forces, and does not apply to victims of any act of war or aggression.

With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from an act of domestic violence or a documented medical condition.

ARTICLE IX PLAN ADMINISTRATION

The Plan is administered by the Plan Administrator. The Plan Administrator has retained the services of the Third Party Administrator to provide certain claims processing and other technical services.

9.01 Plan Administrator

The Plan is administered by the Plan Administrator in accordance with these provisions. An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of what services, supplies, care and treatments are Experimental), to decide disputes which may arise relative to a Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator as to the facts related to any claim for benefits and the meaning and intent of any provision of the Plan, or its application to any claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator decides, in its discretion, that the Participant is entitled to them.

9.02 Duties of the Plan Administrator

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to a Participant's rights and/or availability of benefits;
6. To prescribe procedures for filing a claim for benefits, to review claim denials and appeals relating to them and to uphold or reverse such denials;
7. To keep and maintain the Plan documents and all other records pertaining to the Plan;
8. To appoint and supervise a third party administrator to pay claims;
9. To establish and communicate procedures to determine whether a medical child support order is a QMCSO;
10. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
11. To perform each and every function necessary for or related to the Plan's administration.

9.03 Amending and Terminating the Plan

The Plan Sponsor expects to maintain this Plan indefinitely; however, as the settlor of the Plan, the Plan Sponsor, through its directors and officers, may, in its sole discretion, at any time, amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the Trust Agreement (if any). This includes amending the benefits under the Plan.

Any such amendment, suspension or termination shall be enacted, if the Plan Sponsor is a corporation, by resolution of the Plan Sponsor's directors and officers, which shall be acted upon as provided in the Plan Sponsor's Articles of Incorporation or Bylaws, as applicable, and in accordance with applicable Federal and State law. In the event that the Plan Sponsor is a different type of entity, then such amendment, suspension or termination shall be taken and enacted in accordance with applicable Federal and State law and any applicable governing documents. In the event that the Plan Sponsor is a sole proprietorship, then such action shall be taken by the sole proprietor, in his or her own discretion.

If the Plan is terminated, the rights of the Participants are limited to expenses incurred before termination. All amendments to this Plan shall become effective as of a date established by the Plan Sponsor.

9.04 Final Authority of the Plan Document

The terms and provisions contained in this Plan Document and Summary Plan Description shall be final and binding upon all Participants. Contradictory benefit information received from any other source will not effect the terms of the Plan as set forth herein. Participants are advised to conclusively rely upon the benefit information provided in this Plan Document and Summary Plan Description only.

9.05 Summary of Material Reduction (SMR)

A Material Reduction generally means any modification that would be considered by the average Participant to be an important reduction in covered services or benefits. Examples include reductions in benefits or increases in Deductibles or copayments.

The Plan Administrator shall notify all eligible Employees of any plan amendment considered a Material Reduction in covered services or benefits provided by the Plan as soon as administratively feasible after its adoption, but no later than 60 days after the date of adoption of the reduction. Eligible Employees and beneficiaries must be furnished a summary of such reductions, and any changes so made shall be binding on each Participant. The 60 day period for furnishing a summary of Material Reduction does not apply to any Employee covered by the Plan who would reasonably expect to receive a summary through other means within the next 90 days.

Material Reduction disclosure provisions are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any related amendments.

9.06 Summary of Material Modification (SMM)

A Summary of Material Modifications reports changes in the information provided within the Summary Plan Description. Examples include a change to Deductibles, eligibility or the addition or deletion of coverage.

The Plan Administrator shall notify all covered Employees of any plan amendment considered a Summary of Material Modifications by the Plan as soon as administratively feasible after its adoption, but no later than within 210 days after the close of the Plan Year in which the changes became effective.

Note: The Affordable Care Act (ACA) requires that if a Plan's Material Modifications are not reflected in the Plan's most recent Summary of Benefits and Coverage (SBC) then the Plan must provide written notice to Participants at least 60 days before the effective date of the Material Modification.

9.07 Misuse of Identification Card

If an Employee or covered Dependent permits any person who is not a covered Participant of the Family Unit to use any identification card issued, the Plan Sponsor may give Employee written notice that his (and his family's) coverage will be terminated at the end of 31 days from the date written notice is given.

9.08 Statute of Limitations/Forum

Before filing a lawsuit, the Plan Participant must exhaust all available levels of administrative review as described in this Plan, unless an exception under applicable law applies. A legal action to obtain benefits must be commenced within one (1) year of the date of the Adverse Benefit Determination on the final level of internal or external review, whichever is applicable. Further, any legal action brought against the Plan must be brought in Federal Court, exclusively in the County of Carroll, in the State of Georgia. The Participant, or any Authorized Representative, submits to and accepts the exclusive jurisdiction of such courts for the purpose of such legal action. To the fullest extent permitted by law, Participant, and any Authorized Representative, irrevocably waive any objection which they may now or in the future have as to venue, as well as any claim that any legal action or proceeding brought in such court has been brought in an inconvenient forum.

ARTICLE X CLAIM PROCEDURES; PAYMENT OF CLAIMS

The procedures outlined below must be followed by Participants to obtain payment of health benefits under this Plan.

10.01 Health Claims

All claims and questions regarding health claims should be directed to the Third Party Administrator. The Plan Administrator shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the following provisions. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the Participant is entitled to them based on its interpretation of the Plan and such interpretation, choice determination, or other exercise of Authority by the Plan Administrator will be binding and final upon all affected parties. The responsibility to process claims in accordance with the Plan Document may be delegated to the Third Party Administrator; provided, however, that the Third Party Administrator is not a fiduciary of the Plan and does not have the authority to make decisions involving the use of discretion.

Each Participant claiming benefits under the Plan shall be responsible for supplying, at such times and in such manner as the Plan Administrator in its sole discretion may require, written proof that the expenses were incurred or that the benefit is covered under the Plan. If the Plan Administrator in its sole discretion shall determine that the Participant has not incurred a covered expense or that the benefit is not covered under the Plan, or if the Participant shall fail to furnish such proof as is requested, no benefits shall be payable under the Plan.

A call from a Provider who wants to know if an individual is covered under the Plan, or if a certain procedure is covered by the Plan, prior to providing treatment is not a “claim,” since an actual claim for benefits is not being filed with the Plan. These are simply requests for information, and **any response is not a guarantee of benefits, since payment of benefits is subject to all Plan provisions, limitations and exclusions.** Once treatment is rendered, a Clean Claim must be filed with the Plan (which will be a “Post-service Claim”). At that time, a determination will be made as to what benefits are payable under the Plan.

A Participant has the right to request a review of an Adverse Benefit Determination. If the claim is denied at the end of the appeal process, as described below, the Plan's final decision is known as a final Adverse Benefit Determination. If the Participant receives notice of a final Adverse Benefit Determination, or if the Plan does not follow the claims procedures properly, the Participant then has the right to request an independent external review. The external review procedures are described below.

The claims procedures are intended to provide a full and fair review. This means, among other things, that claims and appeals will be decided in a manner designed to ensure the independence and impartiality of the persons involved in making these decisions.

Benefits will be payable to a Plan Participant, or to a Provider that has accepted an assignment of benefits as consideration in full for services rendered.

According to Federal regulations which apply to the Plan, there are four types of claims: Pre-service (Urgent and Non-urgent), Concurrent Care and Post-service.

1. Pre-service Claims. A “pre-service claim” is a claim for a benefit under the Plan where the Plan conditions receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

A “pre-service urgent care claim” is any claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations could seriously jeopardize the life or health of the Participant or the Participant’s ability to regain maximum function, or, in the opinion of a physician with knowledge of the Participant’s medical condition, would subject the Participant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. A physician with knowledge of the Participant’s medical condition may determine if the claim is a pre-service

urgent care claim. If there is no such physician, an individual acting on behalf of the Plan may make the determination applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine.

If the Plan does not require the Participant to obtain approval of a specific medical service prior to getting treatment, then there is no pre-service claim. The Participant simply follows the Plan's procedures with respect to any notice which may be required after receipt of treatment, and files the claim as a post-service claim.

2. **Concurrent Claims.** A "concurrent claim" arises when the Plan has approved an on-going course of treatment to be provided over a period of time or number of treatments, and either:
 - a. The Plan Administrator determines that the course of treatment should be reduced or terminated; or
 - b. The Participant requests extension of the course of treatment beyond that which the Plan Administrator has approved.

If the Plan does not require the Participant to obtain approval of a medical service prior to getting treatment, then there is no need to contact the Plan Administrator to request an extension of a course of treatment. The Participant simply follows the Plan's procedures with respect to any notice which may be required after receipt of treatment, and files the claim as a post-service claim.

3. **Post-service Claims.** A "post-service claim" is a claim for a benefit under the Plan after the services have been rendered.

When Health Claims Must Be Filed

Post-service health claims must be filed with the Third Party Administrator within 365 days of the date charges for the service were incurred. Benefits are based upon the Plan's provisions at the time the charges were incurred. **Claims filed later than that date shall be denied.**

A pre-service claim (including a concurrent claim that also is a pre-service claim) is considered to be filed when the request for approval of treatment or services is made and received by the Third Party Administrator in accordance with the Plan's procedures.

Upon receipt of the required information, the claim will be deemed to be filed with the Plan. The Third Party Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested as provided herein. This additional information must be received by the Contract Administrator within 45 days from receipt by the Participant of the request for additional information. **Failure to do so may result in claims being declined or reduced.**

Timing of Claim Decisions

The Plan Administrator shall notify the Participant, in accordance with the provisions set forth below, of any Adverse Benefit Determination (and, in the case of pre-service claims and concurrent claims, of decisions that a claim is payable in full) within the following timeframes:

1. **Pre-service Urgent Care Claims:**
 - a. If the Participant has provided all of the necessary information, as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the claim.
 - b. If the Participant has not provided all of the information needed to process the claim, then the Participant will be notified as to what specific information is needed as soon as possible, but not later than 24 hours after receipt of the claim.
 - c. The Participant will be given a reasonable amount of time to provide the specified information, taking into account the circumstances, but in no event less than 48 hours.

- d. The Participant will be notified of a determination of benefits as soon as possible, but not later than the earlier of:
 - i. The Plan's receipt of the specified information; or
 - ii. The end of the period afforded the Participant to provide the information.
 - e. If there is an Adverse Benefit Determination, a request for an expedited appeal may be submitted orally or in writing by the Participant. All necessary information, including the Plan's benefit determination on review, may be transmitted between the Plan and the Participant by telephone, facsimile, or other similarly expeditious method. Alternatively, the Participant may request an expedited review under the external review process.
2. Pre-service Non-urgent Care Claims:
- a. If the Participant has provided all of the information needed to process the claim, in a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15-day extension period.
 - b. If the Participant has not provided all of the information needed to process the claim, then the Participant will be notified as to what specific information is needed as soon as possible, but not later than 5 days after receipt of the claim. The Participant will be given 45 days to respond and provide the specified information. The Participant will be notified of a determination of benefits within 15 days from the Plan's receipt of the specified information, or by the date agreed to by the Plan Administrator and the Participant (if additional information was requested during the extension period).
3. Concurrent Claims:
- a. Plan Notice of Reduction or Termination. If the Plan Administrator is notifying the Participant of a reduction or termination of a course of treatment (other than by Plan amendment or termination), before the end of such period of time or number of treatments. The Participant will be notified sufficiently in advance of the reduction or termination to allow the Participant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated. This rule does not apply if benefits are reduced or eliminated due to plan amendment or termination. A similar process applies for claims based on a rescission of coverage for fraud or misrepresentation.
 - b. Request by Participant Involving Urgent Care. If the Plan Administrator receives a request from a Participant to extend the course of treatment beyond the period of time or number of treatments that is a claim involving urgent care, as soon as possible, taking into account the medical exigencies, but not later than 24 hours after receipt of the claim, as long as the Participant makes the request at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. If the Participant submits the request with less than 24 hours prior to the expiration of the prescribed period of time or number of treatments, the request will be treated as a claim involving urgent care and decided within the urgent care timeframe.
 - c. Request by Participant Involving Non-urgent Care. If the Plan Administrator receives a request from the Participant to extend the course of treatment beyond the period of time or number of treatments that is a claim not involving urgent care, the request will be treated as a new benefit claim and decided within the timeframe appropriate to the type of claim (either as a pre-service non-urgent claim or a post-service claim).
 - d. Request by Participant Involving Rescission. With respect to rescissions, the following timetable applies:

- i. Notification to Participant: 30 days
 - ii. Notification of Adverse Benefit Determination on appeal: 30 days
- 4. Post-service Claims:
 - a. If the Participant has provided all of the information needed to process the claim, in a reasonable period of time, but not later than 30 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15-day extension period.
 - b. If the Participant has not provided all of the information needed to process the claim and additional information is requested during the initial processing period, then the Participant will be notified prior to the expiration of the initial time to respond. The Participant will be given 45 days to respond and provide the specified information. The Participant will be notified of a determination of benefits within 15 days from the Plan's receipt of the specified information, unless additional information is requested during the extension period, then the Participant will be notified of the determination by a date agreed to by the Plan Administrator and the Participant.
- 5. Extensions – Pre-service Urgent Care Claims. No extensions are available in connection with Pre-service urgent care claims.
- 6. Extensions – Pre-service Non-urgent Care Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Participant, prior to the expiration of the initial 15-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
- 7. Extensions – Post-service Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Participant, prior to the expiration of the initial 30-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
- 8. Calculating Time Periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is deemed to be filed in accordance with the procedures of the Plan.

Notification of an Adverse Benefit Determination

The Plan Administrator shall provide a Participant with a notice, either in writing or electronically (or, in the case of pre-service urgent care claims, by telephone, facsimile or similar method, with written or electronic notice). The notice will state in a culturally and linguistically appropriate manner and in a manner calculated to be understood by the Participant. The notice will contain the following information:

- 1. Information sufficient to allow the Participant to identify the claim involved (including date of service, the healthcare provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning);
- 2. A reference to the specific portion(s) of the plan provisions upon which a denial is based;
- 3. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim;
- 4. A description of any additional information necessary for the Participant to perfect the claim and an explanation of why such information is necessary;

5. A description of the Plan's internal appeals and external review processes and the time limits applicable to the processes. This description will include information on how to initiate the appeal and a statement of the Participant's right to bring a civil action following an Adverse Benefit Determination on final review;
6. A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Participant's claim for benefits;
7. The identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request);
8. Any rule, guideline, protocol or similar criterion that was relied upon, considered, or generated in making the determination will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and a copy will be provided to the Participant, free of charge, upon request;
9. In the case of denials based upon a medical judgment (such as whether the treatment is medically necessary or experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided to the Participant, free of charge, upon request;
10. Information about the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist individuals with the internal claims and appeals and external review processes; and
11. In a claim involving urgent care, a description of the Plan's expedited review process.

Appeal of Adverse Benefit Determinations

In cases where a claim for benefits is denied, in whole or in part, and the Participant believes the claim has been denied wrongly, the Participant may appeal the denial and review pertinent documents. The Plan provides for 2 levels of appeal following an Adverse Benefit Determination. The Participant has 180 days following an initial Adverse Benefit Determination to file an appeal of that determination, and 60 days following a second Adverse Benefit Determination to file an appeal of that determination. To initiate the appeal process, the Third Party Administrator must receive written request from the Participant, or an Authorized Representative of the Participant, with the proper form for review of an Adverse Benefit Determination.

Full and Fair Review of All Claims

The appeal process of this Plan provides a Participant with a reasonable opportunity for a full and fair review of a claim and Adverse Benefit Determination. More specifically, the Plan provides:

1. Participants at least 180 days following receipt of a notification of an initial Adverse Benefit Determination within which to appeal the determination;
2. Participants at least 60 days following receipt of a second Adverse Benefit Determination within which to appeal the determination;
3. Participants the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
4. Participants the opportunity to review the Claim file and to present evidence and testimony as part of the internal claims and appeals process.
5. For a review that does not afford deference to the previous Adverse Benefit Determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;

6. For a review that takes into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in any prior benefit determination;
7. That, in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual;
8. For the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim, even if the Plan did not rely upon their advice;
9. That a Participant will be provided, free of charge: (a) reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim in possession of the Plan Administrator or Third Party Administrator; (b) information regarding any voluntary appeals procedures offered by the Plan; (c) information regarding the Participant's right to an external review process; (d) any internal rule, guideline, protocol or other similar criterion relied upon, considered or generated in making the adverse determination; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances;
10. That a Participant will be provided, free of charge, and sufficiently in advance of the date that the notice of final internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Participant to respond to such new evidence or rationale; and
11. Claim appeals will be decided within the timeframe applicable to the type of claim as set forth below.

First Level Appeal

Requirements for Appeal

The Participant must file the first appeal, in writing (although oral appeals are permitted for pre-service urgent care claims), within 180 days following receipt of the notice of an Adverse Benefit Determination. For pre-service urgent care claims, if the Participant chooses to orally appeal, the Participant may telephone:

**HealthSCOPE Benefits
P.O. Box 2860
Little Rock, AR 72203
1-800-530-2105**

To file an appeal in writing, the Participant's appeal must be addressed and mailed as follows:

**HealthSCOPE Benefits
P.O. Box 2860
Little Rock, AR 72203
1-800-530-2105**

It shall be the responsibility of the Participant to submit proof that the claim for benefits is covered and payable under the provisions of the Plan. Any appeal must include:

1. The name of the employee/Participant;
2. The employee/Participant's social security number or alternate identification number;
3. The group name or identification number;

4. All facts and theories supporting the claim for benefits. **Failure to include any theories or facts in the appeal will result in their being deemed waived. In other words, the Participant will lose the right to raise factual arguments and theories which support this claim if the Participant fails to include them in the appeal;**
5. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim; and
6. Any material or information that the Participant has which indicates that the Participant is entitled to benefits under the Plan.

If the Participant provides all of the required information, it may be that the expenses will be eligible for payment under the Plan.

Timing of Notification of Benefit Determination on Review

The Plan Administrator shall notify the Participant of the Plan's benefit determination on review within the following timeframes:

1. Pre-service Urgent Care Claims: As soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the appeal.
2. Pre-service Non-urgent Care Claims: Within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the appeal at each level.
3. Concurrent Claims: The response will be made in the appropriate time period based upon the type of claim – pre-service urgent, pre-service non-urgent or post-service prior to the termination of the benefit. Coverage under the Plan will continue during the period of review until the appeal is resolved.
4. Post-service Claims: Within a reasonable period of time, but not later than 30 days after receipt of the appeal at each level.
5. Calculating Time Periods. The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

Manner and Content of Notification of Adverse Benefit Determination on First Appeal

The Plan Administrator shall provide a Participant with notification, with respect to pre-service urgent care claims, by telephone, facsimile or similar method, and with respect to all other types of claims, in writing or electronically, of a Plan's Adverse Benefit Determination on review, setting forth:

1. Information sufficient to allow the Participant to identify the claim involved (including date of service, the healthcare provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning);
2. A reference to the specific portion(s) of the plan provisions upon which a denial is based;
3. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim, and a discussion of the decision;
4. A description of any additional information necessary for the Participant to perfect the claim and an explanation of why such information is necessary;
5. A description of available internal appeals and external review processes, including information regarding how to initiate an appeal;

6. A description of the Plan's review procedures and the time limits applicable to the procedures. This description will include information on how to initiate the appeal and a statement of the Participant's right to bring a civil action following an Adverse Benefit Determination on final review;
7. A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits;
8. The identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request);
9. Any rule, guideline, protocol or similar criterion that was relied upon, considered, or generated in making the determination will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and a copy will be provided to the Participant, free of charge, upon request;
10. In the case of denials based upon a medical judgment (such as whether the treatment is medically necessary or experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided to the Participant, free of charge, upon request; and
11. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency;" and
12. Information about the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist individuals with the internal claims and appeals and external review processes.

Furnishing Documents in the Event of an Adverse Determination

In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to "Manner and Content of Notification of Adverse Benefit Determination on Review" as appropriate.

Decision on Review

If, for any reason, the Participant does not receive a written response to the appeal within the appropriate time period set forth above, the Participant may assume that the appeal has been denied. The decision by the Plan Administrator or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. **All claim review procedures provided for in the Plan must be exhausted before any legal action is brought.**

Second Appeal Level

Adverse Decision on First Appeal; Requirements for Second Appeal

Upon receipt of notice of the Plan's Adverse Benefit Determination regarding the first appeal, if the Participant does not agree with the determination from the first level of internal review, the Participant has 60 days to file a second appeal of the denial of benefits. The Participant again is entitled to a "full and fair review" of any denial made at the first appeal, which means the Participant has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the Participant's second appeal must be in writing and must include all of the items set forth in the section entitled "Requirements for First Appeal." The Participant may submit a second appeal in writing, along with any additional supporting information to:

Plan Administrator
c/o HealthSCOPE Benefits
P.O. Box 2860
Little Rock, AR 72203
800-530-2105

An appeal will not be deemed submitted until it is received by the Plan Administrator or the Third Party Administrator on the Plan Administrator's behalf. The Participant cannot proceed to an external review or file suit if the Participant fails to submit a timely appeal.

The second review will be performed by the Plan Administrator. The Plan Administrator will review the information initially received and any additional information provided by the Participant and make a determination on the appeal based upon the terms and conditions of the Plan and other relevant information.

Timing of Notification of Benefit Determination on Second Appeal

The Plan shall notify the Participant of the Plan's Benefit Determination on review within a reasonable period of time, but not later than the applicable time period specified in the section Timing of Notification of Benefit Determination on Review above.

The period of time within which the Plan's determination is required to be made shall begin at the time the second appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

Manner and Content of Notification of Adverse Benefit Determination on Second Appeal

The same information must be included in the Plan's response to a second appeal as a first appeal, except for: (a) a description of any additional information necessary for the Participant to perfect the Claim and an explanation of why such information is needed; and (b) a description of the Plan's review procedures and the time limits applicable to the procedures. See the section entitled "Notice of Benefit Determination on First Appeal."

Furnishing Documents in the Event of an Adverse Determination

In the case of an Adverse Benefit Determination on the second appeal, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to the Notice of Benefit Determination on First Appeal, as appropriate.

Decision on Second Appeal to be Final

If, for any reason, the Participant does not receive a written response to the appeal within the appropriate time period set forth above, the Participant may assume that the appeal has been denied. The decision will be final, binding and conclusive, and will be afforded the maximum deference permitted by law. **All Claim review procedures provided for in the Plan must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within 3 years after the Plan's Claim review procedures have been exhausted. Any action with respect to a fiduciary's breach of any responsibility, duty or obligation hereunder must be brought within 3 years after the date of service.**

External Review Process

Scope

1. The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a participant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.
2. The Federal external review process in accordance with the current Affordable Care Act regulations, applies only to:
 - a. Any eligible Adverse Benefit Determination (including a final internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; or its determination that a treatment is experimental or investigational), as determined by the external reviewer; and
 - b. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).
3. The Federal external review process is not available to claims that have not exhausted the internal appeal process. However, failure by the Plan to follow or adhere to the applicable requirements for internal claims and appeals will result in deemed exhaustion of the internal appeal process and the claimant's right to initiate an external review.

Standard external review

Standard external review is an external review that is not considered expedited (as described in paragraph B of this section).

1. Request for external review. The Plan will allow a claimant to file a request for an external review with the Plan if the request is filed within 4 months after the date of receipt of a notice of an Adverse Benefit Determination or final internal Adverse Benefit Determination. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.
2. Preliminary review. Within 5 business days following the date of receipt of the external review request, the Plan will complete a preliminary review of the request to determine whether:
 - a. The claimant is or was covered under the Plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the Plan at the time the health care item or service was provided;
 - b. The Adverse Benefit Determination or the final Adverse Benefit Determination does not relate to the claimant's failure to meet the requirements for eligibility under the terms of the Plan (e.g., worker classification or similar determination);
 - c. The claimant has exhausted the Plan's internal appeal process unless the claimant is not required to exhaust the internal appeals process under the interim final regulations; and
 - d. The claimant has provided all the information and forms required to process an external review.

Within 1 business day after completion of the preliminary review, the Plan will issue a notification in writing to the claimant. If the request is complete but not eligible for external review, such notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, such notification will describe the information or materials needed to make the request complete and the Plan will allow a claimant to perfect the request for external review with the four-month filing period or within the 48 hour period following the receipt of the notification, whichever is later.

3. Referral to Independent Review Organization. Upon a determination that a request is eligible for external review following the preliminary review, the Plan will assign an IRO pursuant to the requirements set forth

in paragraph B.3 above for standard review. The Plan will provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method.

The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO will review the claim de novo and is not bound by any decisions or conclusions reached during the Plan's internal claims and appeals process.

4. Independent Review Organization Determination. Within 45 days after receipt of the external review request, the IRO will provide written notice of its decision to both the Plan and the claimant.
5. Reversal of Plan's decision. Upon receipt of a notice of a final external review decision reversing the Adverse Benefit Determination or final internal Adverse Benefit Determination, the Plan will provide coverage or payment for the claim without delay, regardless of whether the plan intends to seek judicial review of the external review decision and unless or until there is a judicial decision otherwise.

**Expedited external review:
Urgent or Emergency Services**

This Plan does not require a Participant to obtain prior approval for pre-service urgent care Claims or Emergency Services before getting treatment; therefore, neither the internal appeals nor the external review procedures will apply to these Claims. In an emergency or urgent care situation, the Participant should follow instructions from his/her health care provider, and file the Claim as a post-service Claim. If the post-service Claim results in an Adverse Benefit Determination, the Participant may file an appeal in accordance with the Plan's provisions for "Appeal Process", which are explained above.

Appeals of Claims involving concurrent care will be subject to the Plan's provisions for expedited external review, as explained below.

1. Request for expedited external review. The Plan will allow a claimant to make a request for an expedited external review with the Plan at the time the claimant receives:
 - a. An Adverse Benefit Determination if the Adverse Benefit Determination involves a medical condition of the claimant for which the timeframe for completion of a standard internal appeal under the Plan would seriously jeopardize the life or health of the claimant or would jeopardize the claimant's ability to regain maximum function and the claimant has filed a request for an expedited internal appeal; or
 - b. A first internal Adverse Benefit Determination, if the claimant has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the claimant or would jeopardize the claimant's ability to regain maximum function, or if the first internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the claimant received emergency services, but has not been discharged from a facility.
 - c. A second internal Adverse Benefit Determination, if the claimant has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the claimant or would jeopardize the claimant's ability to regain maximum function, or if the second internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the claimant received emergency services, but has not been discharged from a facility.
2. Preliminary review. Immediately upon receipt of the request for expedited external review, the Plan will determine whether the request meets the reviewability requirements set forth in paragraph B.2 above for standard external review. The Plan will immediately send a notice that meets the requirements set forth in paragraph B.2 above for standard external review to the claimant of its eligibility determination.

3. Referral to independent review organization. Upon a determination that a request is eligible for external review following the preliminary review, the Plan will assign an IRO pursuant to the requirements set forth in paragraph B.3 above for standard review. The Plan will provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or final internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method.

The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO will review the claim de novo and is not bound by any decisions or conclusions reached during the Plan's internal claims and appeals process.

4. Notice of final external review decision. The Plan's (or Claim Processor's) contract with the assigned IRO will require the IRO to provide notice of the final external review decision, as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO will provide written confirmation of the decision to the claimant and the Plan.

10.02 Deemed Exhaustion of Internal Claims Procedures and De Minimis

Exception to the Deemed Exhaustion Rule

A Participant will not be required to exhaust the internal claims and appeals procedures described above if the Plan fails to adhere to the claims procedures requirements. In such an instance, a Participant may proceed immediately to the External Review Program or make a claim in court. However, the internal claim and appeals procedures will not be deemed exhausted (meaning the Participant must adhere to them before participating in the External Review Program or bringing a claim in court) in the event of a de minimis violation that does not cause, and is not likely to cause, prejudice or harm to the Participant as long as the Plan Administrator demonstrates that the violation was for good cause or due to matters beyond the control of the Plan, the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Participant, and the violation is not reflective of a pattern or practice of non-compliance.

If a Participant believes the Plan Administrator has engaged in a violation of the claims procedures and would like to pursue an immediate review, the Participant may request that the Plan provide a written explanation of the violation, including a description of the Plan's basis for asserting that the violation should not result in a "deemed exhaustion" of the claims procedures. The Plan will respond to this request within ten days. If the External Reviewer or a court rejects a request for immediate review because the Plan has met the requirements for the "de minimis" exception described above, the Plan will provide the Participant with notice of an opportunity to resubmit and pursue an internal appeal of the claim.

10.03 Appointment of Authorized Representative

A Participant is permitted to appoint an authorized representative to act on his or her behalf with respect to a benefit claim or appeal of a denial. An assignment of benefits by a Participant to a Provider will not constitute appointment of that Provider as an authorized representative. To appoint such a representative, the Participant must complete a form which can be obtained from the Plan Administrator or the Third Party Administrator. However, in connection with a claim involving Urgent Care, the Plan will permit a health care professional with knowledge of the Participant's medical condition to act as the Participant's authorized representative without completion of this form. In the event a Participant designates an authorized representative, all future communications from the Plan will be with the representative, rather than the Participant, unless the Participant directs the Plan Administrator, in writing, to the contrary.

10.04 Physical Examinations

The Plan reserves the right to have a Physician of its own choosing examine any Participant whose condition, Sickness or Injury is the basis of a claim. All such examinations shall be at the expense of the Plan. This right may be exercised when and as often as the Plan may reasonably require during the pendency of a claim. The Participant must comply with this requirement as a necessary condition to coverage.

10.05 Autopsy

The Plan reserves the right to have an autopsy performed upon any deceased Participant whose condition, Sickness, or Injury is the basis of a claim. This right may be exercised only where not prohibited by law.

10.06 Payment of Benefits

All benefits under this Plan are payable, in U.S. Dollars, to the covered Employee whose Sickness or Injury, or whose covered Dependent's Sickness or Injury, is the basis of a claim. In the event of the death or incapacity of a covered Employee and in the absence of written evidence to this Plan of the qualification of a guardian for his or her estate, this Plan may, in its sole discretion, make any and all such payments to the individual or institution which, in the opinion of this Plan, is or was providing the care and support of such Employee.

10.06A Assignments

Benefits for Covered Expenses under this Plan may be assigned by a Participant to the Provider as consideration in full for services rendered. As described in Section 10.03, this means that the Plan will reimburse the Provider directly. However, if the Plan pays benefits directly to the Employee, the Plan shall be deemed to have fulfilled its obligations with respect to such benefits. The Plan will only consider valid an Assignment of Benefits as defined under this Plan. Payment of benefits through a valid Assignment of Benefits will be made directly to the assignee unless a written request not to honor the assignment, signed by the covered Employee and the assignee, has been received before the claim or proof of loss is submitted.

Conditions and Limitations of an Assignment of Benefits:

1. The validity of an Assignment of Benefits by a Plan Participant to a Provider or a Facility is limited by the terms of this Plan Document. An Assignment of Benefits is considered valid on the condition that Provider or Facility accepts the payment received from the Plan as consideration, in full, for Covered Expenses for services, supplies and/or treatment rendered. This amount does not include any cost sharing amounts (i.e. copayments, deductibles, or coinsurance), or charges for non-Covered Expenses; the Provider or Facility may bill the Plan Participant directly for these amounts.
2. An Assignment of Benefits cannot be inferred, implied or transferred. An Assignment of Benefits must be made by the Plan Participant to the Provider or Facility directly through a valid written instrument that is signed and dated by the Plan Participant.
3. Unless specifically prohibited by a Participant, a Provider or Facility with a valid Assignment of Benefits may exhaust, on behalf of the Plan Participant, any administrative remedies available under the terms of the Plan Document, including initiating an internal or external appeal of an adverse benefit determination in accordance with the terms of the Plan Document. Notwithstanding the foregoing, the Plan Participant does not, under any circumstances, have the right to assign to any Provider or Facility (or their representative) through an Assignment of Benefits any right to initiate any cause of action against the Plan that the Plan Participant him/herself may be afforded under applicable law. This includes but is not limited to any right to sue under ERISA section 502(a). The assignment of any right to initiate suit against the Plan to a Provider or Facility is strictly prohibited.
4. An Assignment of Benefits does not grant the Provider or Facility any rights other than those specifically set forth herein.
5. The Plan Administrator may disregard an Assignment of Benefits at its discretion and continue to treat the Plan Participant as the sole recipient of the benefits available under the terms of the Plan.
6. An Assignment of Benefits by a Participant to a Provider or Facility will not constitute the appointment of an Authorized Representative.

By submitting a claim to the Plan and accepting payment by the Plan, the Provider or Facility is expressly agreeing to the foregoing conditions and limitations of an Assignment of Benefits in addition to the terms of the Plan Document. The Provider or Facility further agrees that the payments received constitute an 'accord and satisfaction'

and consideration, in full, for the Covered Expenses for services, supplies and/or treatment rendered. The Provider or Facility agrees that the conditions and limitations of an Assignment of Benefits as set forth herein shall supersede any previous terms and/or agreements. The Provider or Facility agrees to the specific condition that the patient not be balance billed for any amount beyond applicable cost sharing amounts (i.e. copayments, deductibles, or coinsurance), or charges for non-Covered Expenses; the Provider or Facility may bill the Plan Participant directly for these amounts.

If a Provider or Facility refuses to accept an Assignment of Benefits under the conditions and limitations as set forth herein, any Covered Expenses payable under the terms of the Plan Document will be payable directly to the Plan Participant, and the Plan will be deemed to have fulfilled its obligations with respect to such Covered Expense.

10.06B Non U.S. Providers

Medical expenses for care, supplies, or services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non U.S. Provider") are payable under the Plan, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

1. Benefits may not be assigned to a Non U.S. Provider;
2. The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
3. Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
4. The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
5. Claims for benefits must be submitted to the Plan in English.

10.06C Recovery of Payments

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan's terms, conditions, limitations or exclusions, or should otherwise not have been paid by the Plan. As such this Plan may pay benefits that are later found to be greater than the Maximum Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid, primary payers, or from the party on whose behalf the charge(s) were paid. As such, whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of the Plan, the Plan Administrator has the right to recover any such erroneous payment directly from the person or entity who received such payment and/or from other payers and/or the Plan Participant or dependent on whose behalf such payment was made.

A Plan Participant, Dependent, Provider, another benefit plan, insurer, or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within 30 days of discovery or demand. The Plan Administrator shall have no obligation to secure payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Plan Participant or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any claims for benefits by the Plan Participant and to deny or reduce future benefits payable (including payment of future benefits for other injuries or illnesses) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for other injuries or illnesses) under any other group benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agrees to be bound by the terms of this Plan and agree to submit claims for reimbursement in strict accordance with their State's health care practice acts, ICD-9

or CPT standards, Medicare guidelines, HCPCS standards, or other standards approved by the Plan Administrator or insurer. Any payments made on claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within 30 days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against a Plan Participant, Provider or other person or entity to enforce the provisions of this section, then that Plan Participant, Provider or other person or entity agrees to pay the Plan's attorneys' fees and costs, regardless of the action's outcome.

Further, Plan Participants and/or their dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (Plan Participants) shall assign or be deemed to have assigned to the Plan their right to recover said payments made by the Plan, from any other party and/or recovery for which the Plan Participant(s) are entitled, for or in relation to Facility-acquired condition(s), Provider error(s), or damages arising from another party's act or omission for which the Plan has not already been refunded.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made:

1. In error;
2. Pursuant to a misstatement contained in a proof of loss or a fraudulent act;
3. Pursuant to a misstatement made to obtain coverage under this Plan within two years after the date such coverage commences;
4. With respect to an ineligible person;
5. In anticipation of obtaining a recovery if a Plan Participant fails to comply with the Plan's Third Party Recovery, Subrogation and Reimbursement provisions; or
6. Pursuant to a claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational Injury or disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deduction may be made against any claim for benefits under this Plan by a Plan Participant or by any of his Covered Dependents if such payment is made with respect to the Plan Participant or any person covered or asserting coverage as a Dependent of the Plan Participant.

If the Plan seeks to recoup funds from a Provider, due to a claim being made in error, a claim being fraudulent on the part of the Provider, and/or the claim that is the result of the Provider's misstatement, said Provider shall, as part of its assignment to benefits from the Plan, abstain from billing the plan participant for any outstanding amount(s).

10.06D Medicaid Coverage

A Participant's eligibility for any State Medicaid benefits will not be taken into account in determining or making any payments for benefits to or on behalf of such Participant. Any such benefit payments will be subject to the State's right to reimbursement for benefits it has paid on behalf of the Participant, as required by the State Medicaid program; and the Plan will honor any Subrogation rights the State may have with respect to benefits which are payable under the Plan.

10.06E Limitation of Action

If a Participant wants to bring a legal action against the Plan, Plan Sponsor, or the Third Party Administrator, he/she must do so within one (1) year of the date of the Notice of Determination on the final level of internal or external review, whichever is applicable. A Participant cannot bring any legal action against the Plan, Plan Sponsor, or the Third Party Administrator for any other reason unless he/she first completes all the steps in the appeal process described in this section. After completing that process, if he/she wants to bring a legal action against the Plan, Plan Sponsor, or the Third Party Administrator he/she must do so within one (1) year of the date he/she is notified of the final decision on the appeal or he/she will lose any rights to bring such an action against the Plan, Plan Sponsor, or the Third Party Administrator.

10.06F Patient Advocacy Center

It is the Plan's position that the Provider should not balance bill the Plan Participant for amounts in excess of the Reasonable and Allowable Amount. It is the Plan's position that these Excess Charges are clearly excessive and exorbitant. However, balance billing for such amounts can occur for Open Access Complete Provider claims or

Facility claims, and the Plan has no control over the actions of the Providers or their desire to pursue you for such amounts.

In the event you receive a balance-bill for an amount in excess of the Reasonable and Allowable Amount payable, please immediately email PAC@healthscopebenefits.com or call the Patient Advocacy Center toll free at 800-530-2105/

Please Note: The Patient Advocacy Center provides assistance to Plan Participants with the understanding that (i) the Patient Advocacy Center is not acting in a fiduciary capacity under this Plan, (ii) that the Plan Participant must make their own independent decision with respect to any course of action in connection with any balance-bill, including whether such course of action is appropriate or proper based on the Participant's specific circumstances and objectives, and (iii) the Patient Advocacy Center does not provide legal or tax advice.

ARTICLE XI COORDINATION OF BENEFITS

11.01 Benefits Subject to This Provision

This provision shall apply to all benefits provided under any section of this Plan.

11.02 Excess Insurance

If at the time of injury, sickness, disease or disability there is available, or potentially available any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage.

The Plan's benefits will be excess to, whenever possible:

1. Any primary payer besides the Plan;
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
3. Any policy of insurance from any insurance company or guarantor of a third party;
4. Worker's compensation or other liability insurance company; or
5. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

11.03 Vehicle Limitation

When medical payments are available under any vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies. This applies to all forms of medical payments under vehicle plans and/or policies regardless of its name, title or classification.

11.04 "Claim Determination Period"

"Claim Determination Period" shall mean each calendar year.

11.05 Effect on Benefits:

11.05A Application to Benefit Determinations

The plan that pays first according to the rules in the section entitled "Order of Benefit Determination" will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the plan's Allowable Expenses. Benefits will be coordinated on the basis of a Claim Determination Period.

When medical payments are available under automobile insurance, this Plan will pay excess benefits only, without reimbursement for automobile plan deductibles. This Plan will always be considered the secondary carrier regardless of the individual's election under personal injury protection (PIP) coverage with the automobile insurance carrier. In certain instances, the benefits of the Other Plan will be ignored for the purposes of determining the benefits under this Plan. This is the case when:

1. The Other Plan would, according to its rules, determine its benefits after the benefits of this Plan have been determined; and
2. The rules in the section entitled "Order of Benefit Determination" would require this Plan to determine its benefits before the Other Plan.

11.05B Order of Benefit Determination

For the purposes of the section entitled "Application to Benefit Determinations," the rules establishing the order of benefit determination are:

1. A plan without a coordinating provision will always be the primary plan;
2. The benefits of a plan which covers the person on whose expenses claim is based, other than as a dependent, shall be determined before the benefits of a plan which covers such person as a dependent;

3. If the person for whom claim is made is a dependent child covered under both parents' plans, the plan covering the parent whose birthday (month and day of birth, not year) falls earlier in the year will be primary, except:
 - a. When the parents are separated or divorced, and the parent with the custody of the child has not remarried, the benefits of a plan which covers the child as a dependent of the parent with custody will be determined before the benefits of a plan which covers the child as a dependent of the parent without custody; or
 - b. When the parents are divorced and the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody shall be determined before the benefits of a plan which covers that child as a dependent of the stepparent, and the benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody.

Notwithstanding the above, if there is a court decree which would otherwise establish financial responsibility for the child's health care expenses, the benefits of the plan which covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any Other Plan which covers the child as a dependent child; and

4. When the rules above do not establish an order of benefit determination, the benefits of a plan which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of a plan which has covered such person the shorter period of time.

11.06 Right to Receive and Release Necessary Information

For the purpose of determining the applicability of and implementing the terms of this provision or any provision of similar purpose of any Other Plan, this Plan may, without the consent of or notice to any person, release to or obtain from any insurance company, or other organization or individual, any information with respect to any person, which the Plan deems to be necessary for such purposes. Any person claiming benefits under this Plan shall furnish to the Plan such information as may be necessary to implement this provision.

11.07 Facility of Payment

Whenever payments which should have been made under this Plan in accordance with this provision have been made under any Other Plans, the Plan Administrator may, in its sole discretion, pay any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision, and amounts so paid shall be deemed to be benefits paid under this Plan and, to the extent of such payments, this Plan shall be fully discharged from liability.

11.08 Right of Recovery

In accordance with section 10.06C, whenever payments have been made by this Plan with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Article, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such Allowable Expenses, and any future benefits payable to the Participant or his or her Dependents. **Please see 10.06C above for more details.**

ARTICLE XII MEDICARE

12.01 Applicable to Active Employees and Their Spouses Ages 65 and Over

An active Employee and his or her spouse (ages 65 and over) may, at the option of such Employee, elect or reject coverage under this Plan. If such Employee elects coverage under this Plan, the benefits of this Plan shall be determined before any benefits provided by Medicare. If coverage under this Plan is rejected by such Employee, benefits listed herein will not be payable even as secondary coverage to Medicare.

12.02 Applicable to All Other Participants Eligible for Medicare Benefits

To the extent required by Federal regulations, this Plan will pay before any Medicare benefits. There are some circumstances under which Medicare would be required to pay its benefits first. In these cases, benefits under this Plan would be calculated as secondary payor (as described under the Article entitled "Coordination of Benefits"). The Participant will be assumed to have full Medicare coverage (that is, both Part A & B) whether or not the Participant has enrolled for the full coverage. If the Provider accepts assignment with Medicare, covered expenses will not exceed the Medicare-approved expenses.

12.03 Applicable to Medicare Services Furnished to End Stage Renal Disease ("ESRD") Plan Participants Who Are Covered Under This Plan

If any Participant is eligible for Medicare benefits because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 18 months of Medicare entitlement (with respect to charges incurred on or after February 1, 1991 and before August 5, 1997), and for the first 30 months of Medicare entitlement (with respect to charges incurred on or after August 5, 1997), unless applicable Federal law provides to the contrary, in which event the benefits of the Plan will be determined in accordance with such law.

ARTICLE XIII

THIRD PARTY RECOVERY, SUBROGATION AND REIMBURSEMENT

13.01 Payment Condition

1. The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an injury, sickness, disease or disability is caused in whole or in part by, or results from the acts or omissions of Plan Participants, and/or their dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereinafter in this section as “Plan Participant(s)”) or a third party, where any party besides the Plan may be responsible for expenses arising from an incident, and/or other funds are available, including but not limited to no-fault, uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance, and/or guarantor(s) of a third party (collectively “Coverage”).
2. Plan Participant(s), his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan’s conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan’s conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan’s assignee. By accepting benefits the Plan Participant(s) agrees the Plan shall have an equitable lien on any funds received by the Plan Participant(s) and/or their attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Plan Participant(s) agrees to include the Plan’s name as a co-payee on any and all settlement drafts.
3. In the event a Plan Participant(s) settles, recovers, or is reimbursed by any Coverage, the Plan Participant(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Plan Participant(s). If the Plan Participant(s) fails to reimburse the Plan out of any judgment or settlement received, the Plan Participant(s) will be responsible for any and all expenses (fees and costs) associated with the Plan’s attempt to recover such money.
4. If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the Plan Participant(s) is/are only one or a few, that unallocated settlement fund is considered designated as an “identifiable” fund from which the plan may seek reimbursement.

13.02 Subrogation

1. As a condition to participating in and receiving benefits under this Plan, the Plan Participant(s) agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Plan Participant(s) is entitled, regardless of how classified or characterized, at the Plan’s discretion.
2. If a Plan Participant(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Plan Participant(s) may have against any Coverage and/or party causing the sickness or injury to the extent of such conditional payment by the Plan plus reasonable costs of collection.
3. The Plan may, at its discretion, in its own name or in the name of the Plan Participant(s) commence a proceeding or pursue a claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.
4. If the Plan Participant(s) fails to file a claim or pursue damages against:
 - a. The responsible party, its insurer, or any other source on behalf of that party;

- b. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
- c. Any policy of insurance from any insurance company or guarantor of a third party;
- d. Worker's compensation or other liability insurance company; or
- e. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage;

the Plan Participant(s) authorizes the Plan to pursue, sue, compromise and/or settle any such claims in the Plan Participant(s)' and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such claims. The Plan Participant(s) assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

13.03 Right of Reimbursement

1. The Plan shall be entitled to recover 100% of the benefits paid, without deduction for attorneys' fees and costs or application of the common fund doctrine, make whole doctrine, or any other similar legal theory, without regard to whether the Plan Participant(s) is fully compensated by his/her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses. If the Plan Participant(s)' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved.
2. No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, expressed written consent of the Plan.
3. The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Plan Participant(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.
4. These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Plan Participant(s).
5. This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable sickness, injury, disease or disability.

13.04 Excess Insurance

1. If at the time of injury, sickness, disease or disability there is available, or potentially available any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage, except as otherwise provided for under the Plan's Coordination of Benefits section.

The Plan's benefits shall be excess to:

- a. The responsible party, its insurer, or any other source on behalf of that party;
- b. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
- c. Any policy of insurance from any insurance company or guarantor of a third party;
- d. Worker's compensation or other liability insurance company; or
- e. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

13.05 Separation of Funds

Benefits paid by the Plan, funds recovered by the Plan Participant(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Plan Participant(s), such that the death of the Plan Participant(s), or filing of bankruptcy by the Plan Participant(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

13.06 Wrongful Death

In the event that the Plan Participant(s) dies as a result of his or her injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply, and the entity pursuing said claim shall honor and enforce these Plan rights and terms by which benefits are paid on behalf of the Participant(s) and all others that benefit from such payment.

13.07 Obligations

1. It is the Plan Participant(s)' obligation at all times, both prior to and after payment of medical benefits by the Plan:
 - a. To cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights;
 - b. To provide the Plan with pertinent information regarding the sickness, disease, disability, or injury, including accident reports, settlement information and any other requested additional information;
 - c. To take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights;
 - d. To do nothing to prejudice the Plan's rights of subrogation and reimbursement;
 - e. To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received; and
 - f. To not settle or release, without the prior consent of the Plan, any claim to the extent that the Plan Participant may have against any responsible party or Coverage.
2. If the Plan Participant(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid or to be paid, as a result of said injury or condition, out of any proceeds, judgment or settlement received, the Plan Participant(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Plan Participant(s).
3. The Plan's rights to reimbursement and/or subrogation are in no way dependent upon the Plan Participant(s)' cooperation or adherence to these terms.

13.08 Offset

If timely repayment is not made, or the Participant and/or his/her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Participant's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the Participant(s) in an amount equivalent to any outstanding amounts owed by the Participant to the Plan.

13.09 Minor Status

In the event the Plan Participant(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.

If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

13.10 Language Interpretation

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the Plan's subrogation and reimbursement rights. The Plan Administrator may amend the Plan at any time without notice.

13.11 Severability

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01 Applicable Law

This is a self-funded benefit plan not subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan is funded with employee and/or employer contributions. The Plan is subject to Federal law and the laws of the State of Georgia.

14.02 Clerical Error/Delay

Clerical errors made on the records of the Plan and delays in making entries on such records shall not invalidate coverage nor cause coverage to be in force or to continue in force. Rather, the Effective Dates of coverage shall be determined solely in accordance with the provisions of this Plan regardless of whether any contributions with respect to Participants have been made or have failed to be made because of such errors or delays. Upon discovery of any such error or delay, an equitable adjustment of any such contributions will be made.

14.03 Conformity With Applicable Laws

This Plan shall be deemed to automatically be amended to conform as required by any applicable law, regulation or the order or judgment of a court of competent jurisdiction governing provisions of this Plan, including, but not limited to, stated maximums, exclusions or limitations. In the event that any law, regulation or the order or judgment of a court of competent jurisdiction causes the Plan Administrator to pay claims which are otherwise limited or excluded under this Plan, such payments will be considered as being in accordance with the terms of this Plan Document. It is intended that the Plan will conform to the requirements of any applicable law.

14.04 Fraud

The following actions by any Participant, or a Participant's knowledge of such actions being taken by another, constitute fraud and will result in immediate termination of all coverage under this Plan for the entire Family Unit of which the Participant is a member:

1. Attempting to submit a claim for benefits (which includes attempting to fill a prescription) for a person who is not a Participant of the Plan;
2. Attempting to file a claim for a Participant for services which were not rendered or Drugs or other items which were not provided;
3. Providing false or misleading information in connection with enrollment in the Plan; or
4. Providing any false or misleading information to the Plan.

14.05 Headings

The headings used in this Plan Document are used for convenience of reference only. Participants are advised not to rely on any provision because of the heading.

14.06 No Waiver or Estoppel

No term, condition or provision of this Plan shall be deemed to have been waived, and there shall be no estoppel against the enforcement of any provision of this Plan, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than the one specifically waived.

14.07 Plan Contributions

The Plan Administrator shall, from time to time, evaluate the funding method of the Plan and determine the amount to be contributed by the Participating Employer and the amount to be contributed (if any) by each Participant.

The Plan Sponsor shall fund the Plan in a manner consistent with the provisions of the Internal Revenue Code and such other laws and regulations as shall be applicable to the end that the Plan shall be funded on a lawful and sound basis; but, to the extent permitted by governing law, the Plan Administrator shall be free to determine the manner and means of funding the Plan. The amount of the Participant's contribution (if any) will be determined from time to time by the Plan Administrator.

14.08 Right to Receive and Release Information

For the purpose of determining the applicability of and implementing the terms of these benefits, the Plan Administrator may, without the consent of or notice to any person, release or obtain any information necessary to determine the acceptability of any applicant or Participant for benefits from this Plan. In so acting, the Plan Administrator shall be free from any liability that may arise with regard to such action. Any Participant claiming benefits under this Plan shall furnish to the Plan Administrator such information as may be necessary to implement this provision.

14.09 Written Notice

Any written notice required under this Plan which, as of the Effective Date, is in conflict with the law of any governmental body or agency which has jurisdiction over this Plan shall be interpreted to conform to the minimum requirements of such law.

14.10 Right of Recovery

In accordance with 10.06C, whenever payments have been made by this Plan in a total amount, at any time, in excess of the maximum amount of benefits payable under this Plan, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such amount, and any future benefits payable to the Participant or his or her Dependents. **See 10.06C above for full details.**

14.11 Statements

All statements made by the Plan Sponsor or by a Plan Participant will, in the absence of fraud, be considered representations and not warranties, and no statements made for the purpose of obtaining benefits under this document will be used in any contest to avoid or reduce the benefits provided by the document unless contained in a written application for benefits and a copy of the instrument containing such representation is or has been furnished to the Plan Participant.

Any Plan Participant who knowingly and with intent to defraud the Plan, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact, commits a fraudulent act. The Plan Participant may be subject to prosecution by the United States Department of Labor. Fraudulently claiming benefits may be punishable by a substantial fine, imprisonment, or both.

14.12 Protection Against Creditors

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Plan Administrator shall find that such an attempt has been made with respect to any payment due or to become due to any Participant, the Plan Administrator in its sole discretion may terminate the interest of such Participant or former Participant in such payment. And in such case the Plan Administrator shall apply the amount of such payment to or for the benefit of such Participant or former Participant, his/her spouse, parent, adult Child, guardian of a minor Child, brother or sister, or other relative of a Dependent of such Participant or former Participant, as the Plan Administrator may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment. However, at the discretion of the Plan Administrator, benefit payments may be assigned to health care Providers.

14.13 Binding Arbitration

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this Plan, or breach or rescission thereof, or in relation to care or delivery of care, including any claim based on contract, tort or statute, must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute regarding a claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this BINDING ARBITRATION provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, State law governing agreements to arbitrate shall apply.

The Participant and the Plan Administrator agree to be bound by this Binding Arbitration provision and acknowledge that they are each giving up their right to a trial by court or jury.

The Participant and the Plan Administrator agree to give up the right to participate in class arbitration against each other. Even if applicable law permits class actions or class arbitrations, the Participant waives any right to pursue, on a class basis, any such controversy or claim against the Plan Administrator and the Plan Administrator waives any right to pursue on a class basis any such controversy or claim against the Participant.

The arbitration findings will be final and binding except to the extent that State or Federal law provides for the judicial review of arbitration proceedings.

The arbitration is begun by the Participant making written demand on the Plan Administrator. The arbitration will be conducted by Judicial Arbitration and Mediation Services (“JAMS”) according to its applicable Rules and Procedures. If, for any reason, JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by mutual agreement of the Participant and the Plan Administrator, or by order of the court, if the Participant and the Plan Administrator cannot agree.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs will be shared equally by the parties, except in cases of extreme financial hardship, upon application to the neutral arbitration entity to which the parties have agreed, in which cases, the Plan Administrator will assume all or a portion of the costs of the arbitration.

14.14 Unclaimed Self-Insured Plan Funds

In the event a benefits check issued by the Third Party Administrator for this self-insured Plan is not cashed within one year of the date of issue, the check will be voided and the funds will be returned to this Plan and applied to the payment of current benefits and administrative fees under this Plan. In the event a Participant subsequently requests payment with respect to the voided check, the Third Party Administrator for the self-insured Plan shall make such payment under the terms and provisions of the Plan as in effect when the claim was originally processed. Unclaimed self-insured Plan funds may be applied only to the payment of benefits (including administrative fees) under the Plan pursuant to any applicable State law(s).

14.15 Secondary Coverage

Plan Participants who are eligible for secondary coverage by any other health plan are encouraged to obtain such coverage. Failure to obtain secondary coverage may result in the Plan Participant incurring costs that are not covered by the Plan and would otherwise be covered by the secondary coverage. The Plan will not pay for any costs that are payable by such secondary coverage when said coverage is primary, except to the extent that such costs are payable in any event by the Plan.

ARTICLE XV MEDICAL BENEFITS

15.01 Medical Benefits

Subject to the Plan's provisions, limitations and exclusions, the following are covered major medical benefits:

1. **Abortion.** Expenses incurred directly or indirectly as the result of an abortion when the pregnancy is the result of rape or incest or the mother's life is endangered. Dependent Children are eligible for this benefit;
2. **Allergy Services.** Charges related to the Treatment of allergies;
3. **Ambulance.** Transportation by professional ambulance, including approved available air and ground transportation (excluding chartered air flights), to the nearest facility having the capability to treat the condition, or for transfer from facility to facility for medical treatment;

Ambulance (ground). Transportation by professional ambulance, including approved available train transportation, to a local Hospital or transfer to the nearest facility having the capability to treat the condition, if the transportation is connected with an Inpatient Confinement.

Ambulance (air/flight). Inter-facility patient transport by air transport, for Participants if there is a life threatening situation or it is deemed to be Medically Necessary.

For a Participant who is in a Hospital or other health care facility under the care or supervision of a licensed health care Provider pre-certification is required before transport of the Participant via air transport / any form of flight to another Hospital or facility.

Failure to notify Sentinel Air Medical Alliance, LLC and subsequently obtain a pre-certification number from Sentinel Air Medical Alliance, LLC may, solely in the Plan Administrator's discretion, result in a reduction or denial of benefits for charges arising from or related to inter-facility patient transport via air/flight. Non-compliance penalties imposed for failure to notify Sentinel Air Medical Alliance, LLC will not be included as part of the annual out of pocket maximum.

The Plan Administrator retains the discretionary authority to limit benefit availability to alternative Providers of flight-based inter-facility patient transport if and when a Provider fails to comply with the terms of the Plan, or proposed charges exceed the Maximum Allowable Charge in accordance with the terms of the Plan;

4. **Ambulatory Surgical Center.** Services of an Ambulatory Surgical Center for Medically Necessary care provided;
5. **Anesthesia.** Anesthesia, anesthesia supplies, and administration of anesthesia by facility staff;
6. **Birthing Center.** Services of a Birthing Center for Medically Necessary care provided within the scope of its license;
7. **Blood and Plasma.** Blood transfusions, plasma and blood derivatives and charges for whole blood not donated or replaced by a blood bank;
8. **Cardiac Rehabilitation.** Charges for Phase I and II Cardiac Rehabilitation services;
9. **Centers of Excellence.** These centers have the greatest experience in performing transplant procedures and the best survival rates. The Plan Administrator shall determine what Network Centers of Excellence are to be used.

Any Participant in need of an organ transplant or other eligible procedure may contact the Third Party Administrator to initiate the pre-certification process resulting in a referral to a Center of Excellence. The Third Party Administrator acts as the primary liaison with the Center of Excellence, patient and attending Physician for all transplant admission taking place at a Center of Excellence.

If a Participant chooses not to use a Center of Excellence, the payment for services will be limited to what would have been the cost at the nearest Center of Excellence.

Additional information about this option, as well as a list of Centers of Excellence, will be given to covered Employees and updated as requested;

10. **Chemotherapy.** Charges for chemotherapy. The Plan shall refer to the Centers for Medicare and Medicaid Services (CMS) authoritative compendia, including the NCCN Drugs and Biologics Compendium and Thomson Micromedex, in the determination of medically accepted drugs and biological used off-label in an anti-cancer chemotherapeutic regimen;
11. **Chiropractic Care.** Spinal adjustment and manipulation, x-rays for manipulation and adjustment and other modalities performed by a Physician or other licensed practitioner, as limited in the Summary of Benefits;
12. **Contraceptives.** The charges for all FDA approved contraceptives methods, in accordance with Health Resources and Services Administration (HRSA) guidelines; implantable contraceptives (i.e., Implanon); diaphragm or cervical cap; Depo Provera injections; female elective sterilization, i.e. tubal ligation; IUD insertion, surgical removal, and equipment; and male vasectomy;
13. **Cosmetic Surgery.** Cosmetic Surgery shall be a covered expense provided:
 - a. The Participant received an injury as a result of an accident or a deformity due to surgery, and as a result requires additional surgery. Cosmetic surgery and treatment must be for the purpose of restoring the Participant to his normal function immediately prior to the accident;
 - b. It is required to correct a congenital anomaly for a child, such as a birth defect; it is in connection with a mastectomy, subject to compliance with Federal Regulations, for: (a) reconstruction on the breast on which the mastectomy was performed; (b) surgery and reconstruction on the other breast to produce asymmetrical appearance; and (c) prostheses and physical complications in all stages of mastectomy including lymphedema;
14. **Dental.** Covered expenses under the medical plan shall include repair to sound natural teeth or jaw, or surrounding tissue. Treatment must be completed within 12 months after accidental injury. Damage to the teeth as a result of chewing or biting shall not be considered an injury under this benefit. No benefits shall be paid for dental or oral Surgical Procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting or continued use of dentures;
15. **Diagnostic Tests; Examinations.** Charges for x-rays, microscopic tests, laboratory tests, esophagoscopy, gastroscopy, proctosigmoidoscopy, colonoscopy and other diagnostic tests and procedures. Laboratory tests which are included in an office visit charge must be rendered at the same time and the same place of service as the office visit;
16. **Durable Medical Equipment.** Charges for rental, up to the purchase price, of Durable Medical Equipment, including glucose home monitors for insulin-Dependent diabetics. At its option, and with its advance written approval, the Plan may cover the purchase of such items when it is less costly and more practical than rental. The Plan does not pay for:
 - a. Any purchases without its advance written approval;
 - b. The rental or purchase of items which do not fully meet the definition of "Durable Medical Equipment"; or
 - c. Insulin pump replacement of a pump that is less than 48 months old and can be repaired.

17. **Education.** Charges for Medically Necessary patient education programs for diabetic and ostomy education only;
18. **Foot Disorders.** Surgical treatment of foot disorders, including associated services, performed by a licensed podiatrist (excluding routine foot care);
19. **Glaucoma.** Treatment of glaucoma, cataract Surgery and one set of lenses (contacts or frame-type);
20. **Gleevec.** Gleevec, for treatment of any of the following conditions:
 - a. CML myeloid blast crisis;
 - b. CML accelerated phase; or
 - c. CML in chronic phase after failure of interferon treatment;

Prior authorization is required. In order to obtain such authorization, information from the patients' Physician indicating the condition being treated must be submitted to the Plan;

21. **Home Health Care.** Charges by a Home Health Care Agency:
 - a. Registered Nurses or Licensed Practical Nurses;
 - b. Certified home health aides under the direct supervision of a Registered Nurse;
 - c. Registered therapist performing physical, occupational or Speech Therapy;
 - d. Physician calls in the office, home, clinic or Outpatient department;
 - e. Services, drugs and medical supplies which are Medically Necessary for the treatment of the Plan Participant that would have been provided in the Hospital, but not including Custodial Care; and
 - f. Rental of Durable Medical Equipment or the purchase of this equipment if economically justified, whichever is less.

NOTE: Transportation services are not covered under this benefit;

22. **Hospice Care.** Charges relating to Hospice Care, provided the Plan Participant has a life expectancy of 60 days or less, subject to the maximums, if any, stated in the Summary of Benefits. Covered Hospice expenses are limited to:
 - a. Confinement in a Hospice facility to include ancillary charges and room and board;
 - b. Services, supplies and treatment provided by Hospice to a covered person in a home setting;
 - c. Physician services and/or nursing care by a Registered Nurse, Licensed Practical Nurse or a Licensed Vocational Nurse;
 - d. Nutrition services to include nutritional advice by a Registered Dietitian, and nutritional supplements such a diet substitutes administered intravenously or through hyper alimentation;
 - e. Counseling services provided through Hospice for spouse, dependent children or parents of a dependent child;

Bereavement is a covered benefit. Respite is not a covered benefit.

23. **Hospital.** Charges made by a Hospital for:
 - a. Inpatient Treatment
 - i. Daily Semi-Private Room and Board charges;
 - ii. Intensive Care Unit (ICU) and Cardiac Care Unit (CCU) Room and Board charges;
 - iii. General nursing services; and
 - iv. Medically Necessary services and supplies furnished by the Hospital, other than Room and Board
 - b. Outpatient Treatment

- i. Emergency room;
- ii. Treatment for chronic conditions;
- iii. Physical Therapy treatments;
- iv. Hemodialysis; and
- v. X-ray, laboratory and linear therapy;

24. **Infertility Diagnosis.** Covered expenses for infertility testing are limited to the actual testing for a diagnosis of infertility. Any outside intervention procedures (e.g. artificial insemination) will not be considered an eligible expense;

25. **Mastectomy.** The Federal Women's Health and Cancer Rights Act, signed into law on October 21, 1998, contains coverage requirements for breast cancer patients who elect reconstruction in connection with a Mastectomy. The new Federal law requires group health plans that provide Mastectomy coverage to also cover breast reconstruction Surgery and prostheses following Mastectomy.

As required by law, you are being provided this notice to inform you about these provisions. The law mandates that individuals receiving benefits for a Medically Necessary Mastectomy will also receive coverage for:

- a. Reconstruction of the breast on which the Mastectomy has been performed;
- b. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- c. Prostheses and physical complications from all stages of Mastectomy, including lymphedemas;

in a manner determined in consultation with the attending Physician and the patient.

This coverage will be subject to the same annual Deductible and coinsurance provisions that currently apply to Mastectomy coverage, and will be provided in consultation with you and your attending Physician;

26. **Medical Supplies.** Dressings, casts, splints, trusses, braces and other Medically Necessary medical supplies, with the exception of dental braces or corrective shoes, but including syringes for diabetic and allergy diagnosis, and lancets and chemstrips for diabetics;

27. **Newborn Care.** Hospital and Physician nursery care for Newborns who are natural children of the Employee or spouse and properly enrolled in the Plan, as set forth below. Benefits will be provided under the mother's coverage, and the mother's Deductible and coinsurance provisions will apply;

- a. Hospital routine care for a Newborn during the child's initial Hospital Confinement at birth; and
- b. The following Physician services for well-baby care during the Newborn's initial Hospital Confinement at birth:
 - i. The initial Newborn examination and a second examination performed prior to discharge from the Hospital; and
 - ii. Circumcision.

NOTE: The Plan will cover Hospital and Physician nursery care for an ill Newborn as any other medical condition, provided the Newborn is properly enrolled in the Plan. These benefits are provided under the baby's coverage;

28. **Nursing Services.** Services of a Registered Nurse or Licensed Practical Nurse;

29. **Occupational Therapy.** Treatment or services rendered by a registered occupational therapist, under the direct supervision of a Physician, in a home setting or at a facility or institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing Outpatient facility;

30. **Oral Surgery.** Oral Surgery in relation to the bone, including tumors, cysts and growths, not related to the teeth and extraction of soft tissue impacted teeth by a Physician or Dentist;

31. **Pathology Services.** Charges for Pathology Services;
32. **Physical Therapy.** Treatment or services rendered by a physical therapist, under direct supervision of a Physician, in a home setting or a facility or institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing duly licensed Outpatient therapy facility;
33. **Physician Services.** Services of a Physician for Medically Necessary care, including office visits, home visits, Hospital Inpatient care, Hospital Outpatient visits and exams, clinic care and surgical opinion consultations;
34. **Podiatry.** Charges for Podiatry services, including capsular or bone surgery for bunions; procedures or injections related to bone, nerve, muscle, or tendon; and cutting or removal of corns, calluses, or toenails for an underlying medical condition;
35. **Pregnancy Expenses.** Under the Newborns' and Mothers' Health Protection Act of 1996, group health plans and health insurance issuers generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a Provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). In no event will an "attending provider" include a plan, hospital, managed care organization, or other issuer.

Benefits are payable in the same manner as for medical or Surgical care of an Illness, shown in the "Summary of Benefits" and this section, and subject to the same maximums;

36. **Preventive Care.** Charges for Preventive Care services.
Benefits mandated through the ACA legislation include Preventive Care such as immunizations, screenings, and other services that are listed as recommended by the United States Preventive Services Task Force (USPSTF), the Health Resources and Services Administration (HRSA), and the Federal Centers for Disease Control (CDC).

See <http://www.uspreventiveservicestaskforce.org> or <https://www.healthcare.gov/preventive-care-benefits/> for more details.

Important Note: The Preventive Care services identified through this link are recommended services, not mandated services. It is up to the Provider and/or Physician of care to determine which services to provide; the Plan Administrator has the authority to determine which services will be covered;

Preventive and Wellness Services for Adults and Children – In compliance with section (2713) of the Affordable Care Act, benefits are available for evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF).

Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention with respect to the individual involved. With respect to infants, Children, and adolescents, evidence-informed Preventive Care and screenings as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

A description of Preventive and Wellness Services can be found at: <https://www.healthcare.gov/preventive-care-benefits/>.

Women's Preventive Services – With respect to women, such additional Preventive Care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration not otherwise addressed by the recommendations of the United States Preventive Service

Task Force, which will be commonly known as HRSA's Women's Preventive Services Required Health Plan Coverage Guidelines. The HRSA has added the following eight categories of women's services to the list of mandatory preventive services:

- a. Well-woman visits;
- b. Gestational diabetes screening;
- c. HPV DNA testing;
- d. Sexually transmitted infection counseling;
- e. HIV screening and counseling;
- f. FDA-approved contraception methods and contraceptive counseling;
- g. Breastfeeding support, supplies and counseling; and
- h. Domestic violence screening and counseling.

A description of Women's Preventive Services can be found at:

<http://www.hrsa.gov/womensguidelines/> or at <https://www.healthcare.gov/preventive-care-benefits/>.

For information about breastfeeding support and supplies, including breast pumps, please contact the customer service number on the back of the member ID card;

- 37. **Prosthetics, Orthotics, Supplies and Surgical Dressings.** Prosthetic devices (other than dental and penile) to replace all or part of an absent body organ or part, including replacement due to natural growth or pathological change, and including charges for repair or maintenance. Orthotic devices, but excluding orthopedic shoes and other supportive devices for the feet;
- 38. **Pulmonary Rehabilitation.** Charges for Pulmonary Rehabilitation services;
- 39. **Radiation Therapy.** Charges for radiation and dialysis therapy and treatment;
- 40. **Respiration Therapy.** Respiration therapy services, when rendered in accordance with a Physician's written treatment plan;
- 41. **Routine Patient Costs for Participation in an Approved Clinical Trial.** Charges for any Medically Necessary services, for which benefits are provided by the Plan, when a Participant in participating in a phase I, II, III or IV clinical trial, conducted in relation to the prevention, detection or treatment of a life-threatening Disease or condition, provided:
 - a. The clinical trial is approved by:
 - i. The Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services;
 - ii. The National Institute of Health;
 - iii. The U.S. Food and Drug Administration;
 - iv. The U.S. Department of Defense;
 - v. The U.S. Department of Veterans Affairs; or
 - vi. An Institutional review board of an Institution in Georgia that has an agreement with the Office for Human Research Protections in the U.S. Department of Health and Human Services; and
 - b. The research Institution conducting the Approved Clinical Trial and each health professional providing routine patient care through the Institution, agree to accept reimbursement at the applicable Allowable Expense, as payment in full for routine patient care provided in connection with the Approved Clinical Trial.

Coverage will not be provided for:

- a. The cost of an Investigational new drug or device that is not approved for any indication by the U.S. Food and Drug Administration, including a drug or device that is the subject of the Approved Clinical Trial;

- b. The cost of a service that is not in a health care service, regardless of whether the service is required in connection with participation in an Approved Clinical Trial;
 - c. The cost of a service that is clearly inconsistent with wisely accepted and established standards of care for a particular Diagnosis;
 - d. A cost associated with managing an Approved Clinical Trial;
 - e. The cost of a health care service that is specifically excluded by the Plan; or
 - f. Services that are part of the subject matter of the Approved Clinical Trial and that are customarily paid for by the research Institution conducting the Approved Clinical Trial;
42. **Second Surgical Opinions.** Charges for second surgical opinions;
43. **Skilled Nursing Facility.** Charges made by a Skilled Nursing Facility or a Convalescent Care Facility, up to the limits set forth in the Summary of Benefits, in connection with convalescence from an Illness or Injury (excluding drug addiction, chronic brain syndrome, alcoholism, senility, mental retardation or other Mental or Nervous Disorders) for which the Plan Participant is confined;
44. **Smoking Cessation.** Charges for Smoking Cessation/nicotine withdrawal programs, facilities, Drugs or supplies to the extent required by the Affordable Care Act;
45. **Speech Therapy.** Speech therapy by a Physician or qualified speech therapist, when needed due to a Sickness or Injury (other than a functional nervous disorder) or due to surgery performed as the result of a Sickness or Injury, excluding Speech Therapy services that are educational in any part or due to articulation disorders, tongue thrust, stuttering, lisping, abnormal speech development, changing an accent, dyslexia, hearing loss which is not medically documented or similar disorders;
46. **Sterilization.** All FDA approved charges related to sterilization procedures, to the extent required by the Affordable Care Act (ACA);
47. **Surgery.** Surgical operations and procedures, unless otherwise specifically excluded under the Plan, and limited as follows:
- a. Multiple procedures adding significant time or complexity will be allowed at:
 - i. 100% of the full Reasonable and Allowable fee value for the first or major procedure;
 - ii. 50% of the Reasonable and Allowable fee value for the secondary and subsequent procedures;
 - b. Bilateral procedures which add significant time or complexity, which are provided at the same operative session, will be allowed at 100% of Reasonable and Allowable fee value for the major procedure, and 50% of the Reasonable and Allowable fee value for the secondary or lesser procedure;
 - c. Charges made for services rendered by an assistant surgeon will be allowed at 25% of the Usual, and Customary fee value for the type of surgery performed;
 - d. No benefit will be payable for incidental procedures, such as appendectomy during an abdominal Surgery, performed during a single operative session;
48. **Surgical Treatment of Jaw.** Surgical treatment of Diseases, Injuries, fractures and dislocations of the jaw by a Physician or Dentist;
49. **Temporomandibular Joint Disorder.** Charges for the diagnosis and treatment of, or in connection with, temporomandibular joint disorders, myofascial pain dysfunction or orthognathic treatment; and
50. **Transplants.** Organ or tissue transplants are covered for the following human to human organ or tissue transplant procedures:
- a. Bone marrow;

- b. Heart;
- c. Lung;
- d. Heart and lung;
- e. Liver;
- f. Pancreas;
- g. Kidney; and
- h. Cornea.

In addition, the Plan will cover any other transplant that is not Experimental. Covered expenses will be considered the same as any other Sickness for Employees or Dependents as a recipient of an organ or tissue transplant. Covered expenses include:

- i. Organ or tissue procurement from a cadaver consisting of removing, preserving and transporting the donated part;
- j. Services and supplies furnished by a Provider; and
- k. Drug therapy treatment to prevent rejection of the transplanted organ or tissue.

Surgical, storage and transportation costs, including donor medical expenses, directly related to the procurement of an organ or tissue used in a transplant described herein will be covered. If an organ or tissue is sold rather than donated, no benefits will be available for the purchase price of such organ or tissue.

51. Wigs. Charges for the initial purchase of a wig for hair loss due to chemotherapy/radiation only.

15.02 Psychiatric and Substance Abuse Benefits

The Plan will provide benefits for intermediate levels of care for mental health conditions and substance abuse disorders in parity with medical or surgical care of the same level. For instance, if the Plan provides benefits for a skilled nursing or rehabilitation facility for medical or surgical treatment, the Plan will provide equal benefits for intensive outpatient therapy, partial hospitalization or residential treatment. Contact the customer service number on the back of the member ID card for more information.

15.02A Inpatient Benefits

Subject to the limitations contained in the Summary of Benefits, the Plan will pay covered expenses for:

- 1. Semi-private hospital Room and Board;
- 2. Miscellaneous facility charges on days a Room and Board charge is covered;
- 3. Individual psychotherapy;
- 4. Group psychotherapy;
- 5. Psychological testing;
- 6. Residential treatment;
- 7. Family counseling; and
- 8. Convulsive therapy treatment.

The benefits above are also available when receiving treatment during the day only or during the night only at a day/night Psychiatric Hospital or at a Substance Abuse Treatment Center and/or Rehabilitation Hospital.

15.02B Outpatient Benefits

Subject to the limitations contained in the Summary of Benefits, the Plan will pay covered expenses for:

- 1. Individual psychotherapy;
- 2. Group psychotherapy;
- 3. Psychological testing;
- 4. Family counseling;
- 5. Convulsive therapy treatment; and
- 6. Prescription drugs or medicines for the treatment of mental illness or chemical dependency.

15.03 CancerCARE Program Coverage

The Plan provides benefit coverage for evidence-based cancer care services provided at local, regional, and national cancer programs. In order to obtain the best outcomes for Participants, the Plan employs INTERLINK's CancerCARE Program with specialized care coordination nurses, McKesson Clear Value Plus with Value Pathways powered by NCCN®, AND NCCN Clinical Practice Guidelines in Oncology®. To be eligible for enhanced Plan benefits, all Participants with a cancer diagnosis must as soon as reasonably possible call the CancerCARE Program at 1-877-640-9610 and complete registration.

Course of Care Certification Waiver: Pre-certification for CancerCARE confirmed Value Pathway courses of treatment is required, but pre-certification for services and products included in each Value Pathway is waived if (1) the Participant is enrolled in the CancerCARE Program, and (2) the Participant has obtained a Clear Value Benefit Level status. Course of Care Certification Waiver for courses of treatment shall apply to CancerCOE Providers if they achieve Clear Value Participation.

CancerCOE Referral List: Participants with a diagnosis or conditions listed below will be evaluated for referral to a CancerCOE Provider.

- Acute leukemia of any type;
- Non-Hodgkin's lymphoma of any type;
- Chronic myelogenous leukemia;
- Multiple myeloma;
- Cancer of the pancreas;
- Cancer of the anus and rectum (but not including other forms of colon cancer);
- Head and neck cancers;
- Esophageal cancers;
- Stomach cancer;
- Liver and bile duct cancers;
- Brain and central nervous system tumors;
- Stage IV breast cancer with failing treatment;
- Ovarian and other gynecologic cancers other than cervical cancer;
- Failed first line therapy;
- Rare, aggressive, or complex care needs.

Registration Requirement: Upon diagnosis of cancer of any type, Participants shall call the CancerCARE Program at 1-877-640-9610 for registration into the Program. Failure to register with the CancerCARE Program will preclude the Participant from receiving enhanced CancerCARE benefits.

CancerCOE Travel Benefits: The Plan provides a maximum travel and lodging benefit up to \$10,000 per Participant per lifetime. Travel benefits only apply for Participants with cancer diagnoses and conditions as listed on the CancerCOE Referral List. The CancerCOE location must be at least 50 miles from the Participant's home. Travel and lodging assistance shall be coordinated by the CancerCARE Program. While Participant receives care at a CancerCOE Provider, the Plan will reimburse lodging, meals, and incidentals. The Plan covers travel costs (coach air, train, or mileage at Internal Revenue Service Standard Mileage Rate for car travel) for the Participant plus one companion if the Participant is an adult (18 or older), or up to two companions if the Participant is under 18. The benefit is subject to INTERLINK's CancerCARE Program coordination and approval guidelines.

CancerCARE Second Opinion: The Plan provides coverage for a CancerCARE Second Opinion through utilization of CancerCOE Providers, which may include a review of the diagnosis, review of the treatment plan, or both. Second Opinions may require travel to a CancerCOE Provider to qualify for benefits. A Second Opinion may consist solely of having pathology slides reviewed by a specialized lab, or may include other services. Molecular testing is a covered benefit when coordinated by a CancerCARE Program Nurse.

Questions: If there are any questions regarding coverage or a specific provision of the CancerCARE Program, please contact the Plan Administrator or the CancerCARE Program at 877-640-9610.

15.04 Dialysis Treatment – Outpatient

Dialysis Services, diagnostic testing, laboratory tests, equipment and supplies are a Covered Expense under the Plan only to the extent they are Medically Necessary and only insofar as their cost does not exceed the Reasonable and Allowable Amount specified on the Summary of Benefits, specific to Dialysis Services.

Dialysis Services, diagnostic testing, laboratory tests, equipment and supplies are those services and items used in the dialysis treatment for acute renal failure or chronic irreversible renal insufficiency (treatment of anemia and other diagnoses related to renal failure). This also includes injectable and intravenous medication including, but not limited to, Heparin, Epogen, Procrit, and other medications administered directly before, during or after a dialysis procedure. Dialysis procedures are for the removal of waste materials from the body, including hemodialysis and peritoneal dialysis regardless of whether they are provided on an inpatient or outpatient basis.

15.05 Exclusions

Some health care services are not covered by the Plan. In addition to the General Exclusions set forth in Article VII, these include, but are not limited to, any charge for care, supplies, or services, which are:

1. **Acupuncture.** Charges relating directly or indirectly to acupuncture;
2. **Biofeedback.** Biofeedback;
3. **Consultations.** Consultations, charges for failure to keep a scheduled visit, or charges for completion of a claim form;
4. **Cosmetic Surgery.** Charges for Cosmetic Surgery, except as specifically provided for herein;
5. **Custodial Care.** Custodial Care, domiciliary care or rest cures, or home health care except as specifically provided herein;
6. **Education or Training Program.** Services performed by a Physician or other Provider enrolled in an education or training program when such services are related to the education or training program, except as specifically provided herein;
7. **Eye Refractions.** Eye refractions, eyeglasses, contact lenses, or the vision examination for prescribing or fitting eyeglasses or contact lenses (except for aphakic patients, and soft lenses or sclera shells intended for use in the treatment of Disease or Injury);
8. **Genetic Testing.** Expenses related to Genetic Testing performed as a diagnostic tool; to predict the presence of a specific disease in those with a familial history; preconception or prenatal screening; or population screening.

This exclusion does not apply to histological examination of tumor specimens from individual patients (such as HER2/NEU in breast cancer) to look for genetic markers associated with prognosis and likely treatment response that are part of a drug's FDA labeling and or has been recognized as safe and effective for a specific type cancer diagnosis in the National Comprehensive Cancer Drugs and Biologics Compendium, or as otherwise stated herein;

9. **Hair Pieces.** Wigs, artificial hair pieces, human or artificial hair transplants, or any drug, prescription or otherwise, used to eliminate baldness, except as provided herein;
10. **Hearing Devices.** Hearing aids or examinations for the prescription or fitting of hearing aids;
11. **Hypnosis.** Expenses related to the use of hypnosis;
12. **Impregnation and Infertility Treatment.** Charges related to Impregnation and Infertility Treatment: artificial insemination, fertility drugs, G.I.F.T. (Gamete Intrafallopian Transfer), impotency drugs such as Viagra™, in-vitro fertilization, surrogate mother, donor eggs, and reversal of sterilization;

13. **Nutritional Supplements.** Charges for nutritional supplements, except as specified under Preventive Care;
14. **Obesity.** Expenses related to obesity or morbid obesity (which is the lesser of 100 pounds over normal weight and twice normal weight), except as specified under Preventive Care;
15. **Oral Surgery.** Oral Surgery or dental treatment, except as specifically provided in the Plan;
16. **Organ Transplants.** Expenses related to donation of a human organ or tissue, except as specifically provided;
17. **Orthopedic Shoes.** Orthopedic shoes, unless they are an integral part of a leg brace and the cost is included in the orthotist's charge, and other supportive devices for the feet;
18. **Personal Convenience Items.** Equipment that does not meet the definition of Durable Medical Equipment, including air conditioners, humidifiers and exercise equipment, whether or not recommended by a Physician;
19. **Radial Keratotomy.** Radial keratotomy or other plastic surgeries on the cornea in lieu of eyeglasses;
20. **Routine Physical Examinations.** Routine or periodic physical examinations, related x-ray and laboratory expenses, and nutritional supplements, except as provided in the Summary of Benefits;
21. **Travel.** Travel, whether or not recommended by a Physician, except as specifically provided herein; and
22. **Vitamins.** Vitamins.

15.06 Cost Containment

15.06A Pre-Certification Procedures

The Inpatient Utilization Management Service is simple and easy for Participants to use. Whenever a Participant is advised that Inpatient Hospital care is needed, it is the Participant's responsibility to call the pre-certification department at its toll-free number, which is 1-800-367-9938. The review process will continue, as outlined below, until the Participant is discharged from the Hospital. Pre-certification is required for Inpatient admission to skilled nursing facilities, convalescent or rehabilitation facilities unless otherwise stated in this document.

Urgent Care or Emergency Admissions:

If a Participant needs medical care for a condition which could seriously jeopardize his or her life, obtain such care without delay, and communicate with the Plan as soon as reasonably possible.

If a Participant must be admitted on an Emergency basis, the Participant should follow the Physician's instructions carefully and contact the pre-certification department as follows:

1. For Emergency admissions after business hours on Friday, on a weekend or over a holiday weekend, a call to the pre-certification department must be made within 72 hours after the admission date, but no later than the first business day following the Emergency admission, by or on behalf of the covered patient; and
2. For Emergency admissions on a weekday, a call to the pre-certification department must be made within 24 hours after the admission date.

The Plan does not require the Participant to obtain approval of a medical service prior to getting treatment for an urgent care or emergency situation, so there are no "Pre-service Urgent Care Claims" under the Plan. The Participant simply follows the Plan's procedures with respect to any notice which may be required after receipt of treatment, and files the claim as a Post-service Claim.

Non-emergency Admissions:

For Inpatient Hospital stays that are scheduled in advance, a call to the pre-certification department should be completed as soon as possible before actual services are rendered. Once the pre-certification call is received, it will be routed to an appropriate review specialist who will create an on-line patient file. The review specialist will contact the Participant's attending Physician to obtain information and to discuss the specifics of the admission request. An on-line expert system that features state-of-the-art, widely accepted clinical review criteria is used to effectively guide the review process. If appropriate, alternative care will be explored with the Physician.

If, after assessing procedure necessity, the need for an Inpatient confinement is confirmed, the review specialist will determine the intensity of management required and will remain in contact with the Physician or Hospital during the confinement.

If, at any time during the review process, Medical Necessity cannot be validated, the review specialist will refer the episode to a board-certified Physician advisor who will immediately contact the attending Physician to negotiate an appropriate treatment plan. At the end of the Hospital confinement, the review specialist is also available to assist with discharge planning and will work closely with the attending Physician and Hospital to ensure that medically appropriate arrangements are made.

Ambulance (air/flight) Services:

All flight-based inter-facility patient transport services require pre-certification from the Plan Administrator via Sentinel Air Medical Alliance, LLC. Please contact Sentinel Air Medical Alliance, LLC at (877) 542-8828.

Sentinel Air Medical Alliance, LLC may discuss with the Physician and/or Hospital/facility the Diagnosis and the need for inter-facility patient transport versus alternatives.

Failure to notify Sentinel Air Medical Alliance, LLC and subsequently obtain a pre-certification number from Sentinel Air Medical Alliance, LLC may, solely in the Plan Administrator's discretion, result in a reduction or denial of benefits for charges arising from or related to flight-based inter-facility patient transport. Non-compliance penalties imposed for failure to notify Sentinel Air Medical Alliance, LLC will not be included as part of the annual out of pocket maximum.

The Plan Administrator retains the discretionary authority to limit benefit availability to alternative Providers of inter-facility patient transport if and when a Provider fails to comply with the terms of the Plan, or proposed charges exceed the Maximum Allowable Charge in accordance with the terms of the Plan.

15.06B Pre-Certification Penalty

The program requires the support and cooperation of each Participant. If a Participant follows the instructions and procedures, he or she will receive the normal Plan benefits for the services. However, if a Participant fails to notify pre-certification department of any Inpatient Hospital stay or other service requiring pre-certification under the Plan, as required in the section entitled "Pre-Certification Procedures," allowed charges will be reduced by 50%. The Participant will be responsible for payment of the part of the charges that are not paid by the Plan.

15.06C Alternate Course of Treatment

Certain types of conditions, such as spinal cord Injuries, cancer, AIDS or premature births, may require long-term, or perhaps lifetime, care. The claims selected will be evaluated as to present course of treatment and alternate care possibilities.

If the Plan Administrator should determine that an alternate, less expensive, course of treatment is appropriate, and if the attending Physician agrees to the alternate course of treatment, all Medically Necessary expenses stated in the treatment plan will be eligible for payment under the Plan, subject to the applicable lifetime benefit set forth in this Plan, even if these expenses normally would not be eligible for payment under the Plan. In the event the Participant and the attending Physician select a more expensive course of treatment, coverage under the Plan will be based upon the charge allowed for the alternate, less expensive, course of treatment.

ARTICLE XVI PRESCRIPTION DRUG BENEFITS

Covered Prescription Drug Expenses:	Participating Pharmacy
Pharmacy Option (30 Day Supply):	
Copayment, per prescription or refill, for generic	\$10
Copayment, per prescription or refill, for formulary name brands*	\$35
Copayment, per prescription or refill, for non-formulary name brands*	\$60
Mail Order Option (90 Day Supply):	
Copayment, per prescription or refill, for generic	\$25
Copayment, per prescription or refill, for name brands*	\$87.50
Copayment, per prescription or refill, for non-formulary name brands*	\$150
*Also includes cost difference between name brand and generic forms, unless prescription is not manufactured in generic form or Physician has indicated "dispense as written" or similar indication.	

Participating pharmacies ("Participating Pharmacies") have contracted with the Plan to charge Participants reduced fees for covered Drugs. US RX Care is the administrator of the prescription drug plan. Participants will be issued an identification card to use at the pharmacy at time of purchase. Participants will be held fully responsible for the consequences of any pharmacy identification card after termination of coverage. **No reimbursement will be made when a Drug is purchased from a non-Participating Pharmacy or when the identification card is not used.**

US RX phone #: 877-200-5533

The Mail Order Option is available for maintenance medications (those that are taken for long periods of time, such as Drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.). Because of the volume buying, US RX Care, the mail order pharmacy, is able to offer Participants significant savings on their prescriptions.

The copayment is applied to each charge and is shown on the Summary of Benefits, above.

Manufacturer's Assistance Program

The Plan's vendor, ScriptSourcing, is able to acquire some specialty and other high-cost drugs through its Manufacturer's Assistance Program ("MAP"). These drugs are not on the Plan's formulary list and are obtained at no cost or a lower cost. Any reduced costs paid for these drugs and ScriptSourcing's fees to Employer under the MAP are considered claims expenses for purposes of the Plan.

If an attempt by ScriptSourcing to acquire such a drug from its manufacturer at no cost or a lower cost is unsuccessful, the Plan's Pharmacy Benefit Manager may determine that the drug is Medically Necessary, and in such a case, the cost of the drug is considered a claims expenses for the purposes of the Plan.

International Prescription Program

Drugs acquired through ScriptSourcing's International Prescription Program ("IPP") are specifically identified as internationally sourced, and are made available to Plan Participants with no Copay. The costs of these internationally sourced drugs and ScriptSourcing's fees to Employer under the IPP are considered claims expenses for purposes of the Plan.

16.01 Covered Expenses

The following are covered under the Plan:

1. **Allergy Emergency Kits.** Charges for EPI PEN and Ana-Kit;
2. **Compounded Prescriptions.** All compounded prescriptions containing at least one prescription ingredient in a therapeutic quantity;

3. **Contraceptives.** All FDA approved contraceptives Drugs and methods, in accordance with HRSA guidelines;
4. **DESI Drugs.** Charges for DESI Drugs;
5. **Diabetes.** Insulins, insulin syringes and needles, diabetic supplies – legend, diabetic supplies – over-the-counter, and glucose test strips, when prescribed by a Physician;
6. **Legend Drugs.**
 - a. Class V Drugs;
 - b. Diagnostics; and
 - c. Pre-natal vitamins;
7. **Over-the-Counter (OTC) Drugs.** OTC Drugs related to Preventive and Wellness Services as specified by the Affordable Care Act of 2010. A description of these services can be found at: <https://www.healthcare.gov/preventive-care-benefits/>.

This includes FDA-approved generic Drugs and Over-the-Counter (OTC) Drugs, devices and supplies related to Women’s Preventive Services, as specified by the Affordable Care Act of 2010.

A description of FDA-approved contraceptive methods can be found at: <http://www.fda.gov/ForConsumers/ByAudience/ForWomen/WomensHealthTopics/ucm117971.htm>;
8. **Required by Law.** All Drugs prescribed by a Physician that require a prescription either by Federal or State law, except injectables (other than insulin) and the Drugs excluded below;

16.02 Limitations

The benefits set forth in this Article will be limited to:

1. **Dosages.**
 - a. With respect to the Pharmacy Option, any one prescription is limited to the greater of a thirty (30) day supply; and
 - b. With respect to the Mail Order Option, any one prescription is limited to the greater of a ninety (90) day supply; and
2. **Refills.**
 - a. Refills only up to the number of times specified by a Physician; and
 - b. Refills up to one year from the date of order by a Physician.

16.03 Exclusions

In addition to the General Exclusions set forth in Article VII, the following are not covered by the Plan:

1. **Acne Control and Cosmetic Anti-Aging.** Accutane and Retin A;
2. **Administration.** Any charge for the administration of a covered Drug;
3. **Allergy Sera.** Charges for allergy sera;
4. **Anorexiant.** Anorexiant (weight-loss drugs);
5. **Blood and Blood Plasma.** Charges for Blood and Blood Plasma;
6. **Consumed Where Dispensed.** Any Drug or medicine that is consumed or administered at the place where it is dispensed. By way of example, at a Physician’s office where a Physician provides a sample initial dose of a Drug;

7. **Devices.** Devices of any type, even though such devices may require a prescription, including, but not limited to, therapeutic devices, artificial appliances, braces, support garments or any similar device;
8. **Excluded Items.** Any charge excluded under the Articles entitled “General Limitations and Exclusions,” or “Summary of Benefits”;
9. **Experimental Drugs.** Experimental Drugs and medicines, even though a charge is made to the Participant;
10. **Fertility Agents.** Charges for fertility agents;
11. **Growth Hormones.** Charges for growth hormones;
12. **Gleevec.** Charges for the prescription drug, Gleevec;
13. **Imitrex Injection.** Charges for Imitrex injections (migraine auto-injector);
14. **Immunizations.** Immunization agents or biological sera;
15. **Immunologicals.** Charges for Immunologicals (vaccines);
16. **Impotency.** A charge for impotency medication, including Viagra™;
17. **Injectables.** A charge for injectables;
18. **Institutional Medication.** A Drug or medicine that is to be taken by a Participant, in whole or in part, while confined in an Institution, including any Institution that has a facility for dispensing Drugs and medicines on its premises;
19. **Investigational Use Drugs.** A Drug or medicine labeled “Caution – limited by Federal law to investigational use;”
20. **Legend Drugs.**
 - a. Legend drugs with over-the-counter equivalents; and
 - b. Vitamins;
21. **Medical Devices and Supplies.** Charges for legend and over-the-counter medical devices and supplies;
22. **No Charge.** A charge for Drugs which may be properly received without charge under local, State or Federal programs;
23. **Non-Insulin Syringes/Needles.** Charges for non-insulin syringes and needles;
24. **Non-Prescription Drug or Medicine.** A Drug or medicine that can legally be bought without a prescription, except for injectable insulin;
25. **Over-the-Counter Drugs.** Charges for over-the-counter drugs, except to the extent required by the Affordable Care Act;
26. **Rogaine.** Charges for Rogaine (topical minoxidil);
27. **Smoking Deterrents.** A charge for Drugs or aids for smoking cessation, including, but not limited to, nicotine gum and smoking cessation patches;

28. **Steroids.** Anabolic steroids; and

29. **Vitamins.** Vitamins, except pre-natal vitamins, except to the extent required by the Affordable Care Act..

ARTICLE XVII HIPAA PRIVACY

The Plan provides each Participant with a separate Notice of Privacy Practices. This Notice describes how the Plan uses and discloses your personal health information. It also describes certain rights you have regarding this information. Additional copies of our Notice of Privacy Practices are available by calling 1-800-530-2105.

Definitions

- **Breach** means an unauthorized acquisition, access, use or disclosure of Protected Health Information (“PHI”) or Electronic Protected Health Information (“ePHI”) that violates the HIPAA Privacy Rule and that compromises the security or privacy of the information.
- **Protected Health Information (“PHI”)** means individually identifiable health information, as defined by HIPAA, that is created or received by us and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

Commitment to Protecting Health Information

The Plan will comply with the Standards for Privacy of Individually Identifiable Health Information (i.e., the “Privacy Rule”) set forth by the U.S. Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”). Such standards control the dissemination of “protected health information” (“PHI”) of Plan Participants. Privacy standards will be implemented and enforced in the offices of the Employer and Plan Sponsor and any other entity that may assist in the operation of the Plan.

The Plan is required by law to take reasonable steps to ensure the privacy of the Plan Participant’s PHI, and inform him/her about:

1. The Plan’s disclosures and uses of PHI;
2. The Plan Participant’s privacy rights with respect to his/her PHI;
3. The Plan’s duties with respect to his/her PHI;
4. The Plan Participant’s right to file a complaint with the Plan and with the Secretary of HHS; and
5. The person or office to contact for further information about the Plan’s privacy practices.

Within this provision capitalized terms may be used, but not otherwise defined. These terms shall have the same meaning as those terms set forth in 45 CFR Sections 160.103 and 164.501. Any HIPAA regulation modifications altering a defined HIPAA term or regulatory citation shall be deemed incorporated into this provision.

How Health Information May be Used and Disclosed

In general, the Privacy Rules permit the Plan to use and disclose an individual’s PHI, without obtaining authorization, only if the use or disclosure is:

1. To carry out Payment of benefits;
2. For Health Care Operations;
3. For Treatment purposes; or
4. If the use or disclosure falls within one of the limited circumstances described in the rules (e.g., the disclosure is required by law or for public health activities).

Disclosure of PHI to the Plan Sponsor for Plan Administration Purposes

In order that the Plan Sponsor may receive and use PHI for plan administration purposes, the Plan Sponsor agrees to:

1. Not use or further disclose PHI other than as permitted or required by the Plan documents or as required by law (as defined in the privacy standards);

2. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
3. Establish safeguards for information, including security systems for data processing and storage;
4. Maintain the confidentiality of all PHI, unless an individual gives specific consent or authorization to disclose such data or unless the data is used for health care payment or Plan operations;
5. Receive PHI, in the absence of an individual's express authorization, only to carry out Plan administration functions;
6. Not use or disclose genetic information for underwriting purposes;
7. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the privacy standards;
8. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware;
9. Make available PHI in accordance with section 164.524 of the privacy standards (45 CFR 164.524);
10. Make available PHI for amendment and incorporate any amendments to PHI in accordance with section 164.526 of the privacy standards (45 CFR 164.526);
11. Make available the information required to provide an accounting of disclosures in accordance with section 164.528 of the privacy standards (45 CFR 164.528);
12. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with part 164, subpart E, of the privacy standards (45 CFR 164.500 et seq);
13. Report to the Plan any inconsistent uses or disclosures of PHI of which the Plan Sponsor becomes aware;
14. Train employees in privacy protection requirements and appoint a privacy compliance coordinator responsible for such protections;
15. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
16. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in section 164.504(f)(2)(iii) of the privacy standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
 - (a) The following employees, or classes of employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:
 - (i) Privacy Officer: The access to and use of PHI by the individuals described above shall be restricted to the plan administration functions that the Plan Sponsor performs for the Plan.
 - (b) In the event any of the individuals described in above do not comply with the provisions of the Plan documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance

occurs. The Plan Administrator will promptly report such violation or non-compliance to the Plan, and will cooperate with the Plan to correct violation or non-compliance to impose appropriate disciplinary action or sanctions. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.

Disclosure of Summary Health Information to the Plan Sponsor

The Plan may disclose PHI to the Plan Sponsor of the group health plan for purposes of plan administration or pursuant to an authorization request signed by the Plan Participant. The Plan may use or disclose “summary health information” to the Plan Sponsor for obtaining premium bids or modifying, amending, or terminating the group health plan.

Disclosure of Certain Enrollment Information to the Plan Sponsor

Pursuant to section 164.504(f)(1)(iii) of the privacy standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has un-enrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Plan Sponsor.

Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage

The Plan Sponsor may hereby authorize and direct the Plan, through the Plan Administrator or the third party administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (“MGUs”) for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the privacy standards.

Other Disclosures and Uses of PHI:

Permissible Uses and Disclosures of PHI

1. Treatment, Payment and Health Care Operations: The Plan has the right to use and disclose a Plan Participant’s PHI for all activities as included within the definitions of Treatment, Payment, and Health Care Operations and pursuant to the HIPAA Privacy Rule.
2. Business Associates: The Plan contracts with individuals and entities (Business Associates) to perform various functions on its behalf. In performance of these functions or to provide services, Business Associates will receive, create, maintain, use, or disclose PHI, but only after the Plan and the Business Associate agree in writing to contract terms requiring the Business Associate to appropriately safeguard the Plan Participant’s information.
3. Other Covered Entities: The Plan may disclose PHI to assist health care Providers in connection with their treatment or payment activities or to assist other covered entities in connection with payment activities and certain health care operations. For example, the Plan may disclose PHI to a health care Provider when needed by the Provider to render treatment to a Plan Participant, and the Plan may disclose PHI to another covered entity to conduct health care operations. The Plan may also disclose or share PHI with other insurance carriers (such as Medicare, etc.) in order to coordinate benefits, if a Plan Participant has coverage through another carrier.

Other Permissible Uses and Disclosures of PHI

1. Required by Law: The Plan may use or disclose PHI when required by law, provided the use or disclosure complies with and is limited to the relevant requirements of such law.
2. Public Health and Safety: The Plan may use or disclose PHI when permitted for purposes of public health activities, including disclosures to:
 - (a) a public health authority or other appropriate government authority authorized by law to receive reports of child abuse, neglect or domestic violence;

- (b) report reactions to medications or problems with products or devices regulated by the Federal Food and Drug Administration or other activities related to quality, safety, or effectiveness of FDA-regulated products or activities;
 - (c) locate and notify persons of recalls of products they may be using; and
 - (d) a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition, if authorized by law.
- 3. The Plan may disclose PHI to a government authority, except for reports of child abuse or neglect permitted by (5) above, when required or authorized by law, or with the Plan Participant's agreement, if the Plan reasonably believes he/she to be a victim of abuse, neglect, or domestic violence. In such case, the Plan will promptly inform the Plan Participant that such a disclosure has been or will be made unless the Plan believes that informing him/her would place him/her at risk of serious harm (but only to someone in a position to help prevent the threat). Disclosure generally may be made to a minor's parents or other representatives although there may be circumstances under Federal or State law when the parents or other representatives may not be given access to the minor's PHI.
- 4. Health Oversight Activities: The Plan may disclose PHI to a health oversight agency for oversight activities authorized by law. This includes civil, administrative or criminal investigations; inspections; claim audits; licensure or disciplinary actions; and other activities necessary for appropriate oversight of a health care system, government health care program, and compliance with certain laws.
- 5. Lawsuits and Disputes: The Plan may disclose PHI when required for judicial or administrative proceedings. For example, the Plan Participant's PHI may be disclosed in response to a subpoena, discovery requests, or other required legal processes when the Plan is given satisfactory assurances that the requesting party has made a good faith attempt to advise the Plan Participant of the request or to obtain an order protecting such information, and done in accordance with specified procedural safeguards.
- 6. Law Enforcement: The Plan may disclose PHI to a law enforcement official when required for law enforcement purposes concerning identifying or locating a suspect, fugitive, material witness or missing person. Under certain circumstances, the Plan may disclose the Plan Participant's PHI in response to a law enforcement official's request if he/she is, or are suspected to be, a victim of a crime and if it believes in good faith that the PHI constitutes evidence of criminal conduct that occurred on the Sponsor's or Plan's premises.
- 7. Decedents: The Plan may disclose PHI to family members or others involved in decedent's care or payment for care, a coroner, funeral director or medical examiner for the purpose of identifying a deceased person, determining a cause of death or as necessary to carry out their duties as authorized by law. The decedent's health information ceases to be protected after the individual is deceased for 50 years.
- 8. Research: The Plan may use or disclose PHI for research, subject to certain limited conditions.
- 9. To Avert a Serious Threat to Health or Safety: The Plan may disclose PHI in accordance with applicable law and standards of ethical conduct, if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a threat to health or safety of a person or to the public.
- 10. Workers' Compensation: The Plan may disclose PHI when authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.
- 11. Inmates: The Plan may disclose PHI when to the correctional institution or law enforcement official for: the institution to provide health care to the Plan Participant; the Plan Participant's health and safety and the health and safety of others; or the safety and security of the correctional institution.
- 12. Military and National Security: The Plan may disclose PHI to military authorities of armed forces personnel under certain circumstances. As authorized by law, the Plan may disclose PHI required for intelligence, counter-intelligence, and other national security activities to authorized Federal officials.

13. **Emergency Situations:** The Plan may disclose PHI in an emergency situation, or if the Plan Participant is incapacitated or not present, to a family member, close personal friend, authorized disaster relief agency, or any other person previously identified by you. The Plan will use professional judgment and experience to determine if the disclosure is in the Plan Participant's best interest. If the disclosure is in the Plan Participant's best interest, the Plan will disclose only the PHI that is directly relevant to the person's involvement in the Plan Participant's care.
14. **Fundraising Activities:** The Plan may disclose PHI for fundraising activities, such as raising money for a charitable foundation or similar entity to help finance its activities. If the Plan does not contact the Plan Participant for fundraising activities, the Plan will give the Plan Participant the opportunity to opt-out, or stop, receiving such communications in the future.
15. **Group Health Plan Disclosures:** The Plan may disclose PHI to a sponsor of the group health plan – such as an employer or other entity – that is providing a health care program to the Plan Participant. The Plan can disclose PHI to that entity if that entity has contracted with the Plan to administer the Plan Participant's health care program on its behalf.
16. **Underwriting Purposes:** The Plan may disclose PHI for underwriting purposes, such as to make a determination about a coverage application or request. If the Plan does not disclose the Plan Participant's PHI for underwriting purposes, the Plan is prohibited from using or disclosing in the underwriting process the PHI that is genetic information.

Uses and Disclosures of PHI that Require Authorization

1. **Sale of PHI:** The Plan will request written authorization before it makes any disclosure that is deemed a sale of PHI, meaning the Plan is receiving compensation for disclosing the PHI in that manner.
2. **Marketing:** The Plan will request written authorization to use or disclose PHI for marketing purposes with limited exceptions, such as when the Plan has face-to-face marketing communications with the Plan Participant or when the Plan provides promotional gifts of nominal value.
3. **Psychotherapy Notes:** The Plan will request written authorization to use or disclose any of the Plan Participant's psychotherapy notes that may be on file with limited exception, such as for certain treatment, payment or health care operation functions.

Other uses and disclosures of PHI that are not described above will be made only with written authorization. If the Plan Participant provides the Plan with such authorization, it may be revoked in writing and the revocation will be effective for future uses and disclosures of PHI. However, the revocation will not be effective for information that the Plan already used or disclosed, relying on the authorization.

Required Disclosures of PHI

1. **Disclosures to Plan Participants:** The Plan is required to disclose to a Plan Participant most of the PHI in a Designated Record Set when the Plan Participant requests access to this information. The Plan will disclose a Plan Participant's PHI to an individual who has been assigned as his/her representative and who has qualified for such designation in accordance with the relevant State law. Before disclosure to an individual qualified as a personal representative, the Plan must be given written supporting documentation establishing the basis of the personal representation.

The Plan may elect not to treat the person as the Plan Participant's personal representative if it has a reasonable belief that the Plan Participant has been, or may be, subjected to domestic violence, abuse, or neglect by such person, it is not in the Plan Participant's best interest to treat the person as his/her personal representative, or treating such person as his/her personal representative could endanger the Plan Participant.

2. Disclosures to the Secretary of the U.S. Dept. of Health and Human Services: The Plan is required to disclose the Plan Participant's PHI to the Secretary of the U.S. Department of Health and Human Resources when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.
3. Business Associates: The Plan contracts with individuals and entities (Business Associates) to perform various functions on its behalf. In performance of these functions or to provide services, Business Associates will receive, create, maintain, use, or disclose PHI, but only after the Plan and the Business Associate agree in writing to contract terms requiring the Business Associate to appropriately safeguard the Plan Participant's information.
4. Other Covered Entities: The Plan may disclose PHI to assist health care Providers in connection with their treatment or payment activities or to assist other covered entities in connection with payment activities and certain health care operations. For example, the Plan may disclose PHI to a health care Provider when needed by the Provider to render treatment to a Plan Participant, and the Plan may disclose PHI to another covered entity to conduct health care operations. The Plan may also disclose or share PHI with other insurance carriers (such as Medicare, etc.) in order to coordinate benefits, if a Plan Participant has coverage through another carrier.

Instances When Required Authorization Is Needed From Participants Before Disclosing PHI

1. Most uses and disclosures of psychotherapy notes;
2. Uses and disclosures for marketing;
3. Sale of PHI; and
4. Other uses and disclosures not described in this section can only be made with authorization from the Participant. The Participant may revoke this authorization at any time.

Potential Impact of State Law

The HIPAA Privacy Rule regulations generally do not "preempt" (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Rule regulations, might impose a privacy standard under which the Plan will be required to operate. For example, where such laws have been enacted, the Plan will follow more stringent state privacy laws that relate to uses and disclosures of PHI concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproductive rights, etc.

Rights to Individuals

The Plan Participant has the following rights regarding PHI about him/her:

1. Request Restrictions: The Plan Participant has the right to request additional restrictions on the use or disclosure of PHI for treatment, payment, or health care operations. The Plan Participant may request the Plan restrict disclosures to family members, relatives, friends or other persons identified by him/her who are involved in his/her care or payment for his/her care. The Plan is not required to agree to these requested restrictions.
2. Right to Receive Confidential Communication: The Plan Participant has the right to request that he/she receive communications regarding PHI in a certain manner or at a certain location. The request must be made in writing and how the Plan Participant would like to be contacted. The Plan will accommodate all reasonable requests.
3. Right to Receive a Notice of Privacy Practices: The Plan Participant is entitled to receive a paper copy of the Plan's Notice of Privacy Practices at any time. To obtain a paper copy, contact the Privacy Compliance Coordinator.
4. Accounting of Disclosures: The Plan Participant has the right to request an accounting of disclosures the Plan has made of his/her PHI. The request must be made in writing and does not apply to disclosures for treatment, payment, health care operations, and certain other purposes. The Plan Participant is entitled to

such an accounting for the six (6) years prior to his/her request, though not earlier than April 14, 2003. Except as provided below, for each disclosure, the accounting will include: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a description of the PHI disclosed, (d) a statement of the purpose of the disclosure that reasonably informs the Plan Participant of the basis of the disclosure, and certain other information. If the Plan Participant wishes to make a request, please contact the Privacy Compliance Coordinator.

5. Access: The Participant has the right to request the opportunity to look at or get copies of PHI maintained by the Plan about him/her in certain records maintained by the Plan. If the Participant requests copies, he/she may be charged a fee to cover the costs of copying, mailing, and other supplies. To inspect or copy PHI, or to have a copy of your PHI transmitted directly to another designated person, contact the Privacy Compliance Coordinator. A request to transmit PHI directly to another designated person must be in writing, signed by the Participant and the recipient must be clearly identified. The Plan must respond to the Participant's request within thirty (30) days (in some cases, the Plan can request a thirty (30) day extension). In very limited circumstances, the Plan may deny the Participant's request. If the Plan denies the request, the Participant may be entitled to a review of that denial.
6. Amendment: The Plan Participant has the right to request that the Plan change or amend his/her PHI. The Plan reserves the right to require this request be in writing. Submit the request to the Privacy Compliance Coordinator. The Plan may deny the Plan Participant's request in certain cases, including if it is not in writing or if he/she does not provide a reason for the request.
7. Fundraising contacts: The Participant has the right to opt out of fundraising contacts.

Questions or Complaints

If the Plan Participant wants more information about the Plan's privacy practices, has questions or concerns, or believes that the Plan may have violated his/her privacy rights, please contact the Plan using the following information. The Plan Participant may submit a written complaint to the U.S. Department of Health and Human Services or with the Plan. The Plan will provide the Plan Participant with the address to file his/her complaint with the U.S. Department of Health and Human Services upon request.

The Plan will not retaliate against the Plan Participant for filing a complaint with the Plan or the U.S. Department of Health and Human Services.

Contact Information:

Privacy Compliance Coordinator Contact Information:

Stephanie Rooks
571 W. Bankhead Hwy.
Villa Rica, GA 30180
(678) 840-1223

ARTICLE XVIII HIPAA SECURITY

Disclosure of Electronic Protected Health Information (“Electronic PHI”) to the Plan Sponsor for Plan Administration Functions

STANDARDS FOR SECURITY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION (“SECURITY RULE”)

The Security Rule imposes regulations for maintaining the integrity, confidentiality and availability of protected health information that it creates, receives, maintains, or maintains electronically that is kept in electronic format (ePHI) as required under the Health Insurance Portability and Accountability Act (HIPAA).

Definitions

“*Electronic Protected Health Information*” (ePHI) is defined in Section 160.103 of the Security Standards (45 C.F.R. 160.103) and means individually identifiable health information transmitted or maintained in any electronic media.

“*Security Incidents*” is defined within Section 164.304 of the Security Standards (45 C.F.R. 164.304) and means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operation in an information system.

Plan Sponsor Obligations

To enable the Plan Sponsor to receive and use Electronic PHI for Plan Administration Functions (as defined in 45 CFR §164.504(a)), the Plan Sponsor agrees to:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan.
2. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in 45 CFR § 164.504(f)(2)(iii), is supported by reasonable and appropriate Security Measures.
3. Ensure that any agent, including a subcontractor, to whom the Plan Sponsor provides Electronic PHI created, received, maintained, or transmitted on behalf of the Plan, agrees to implement reasonable and appropriate report to the Plan any security incident of which it becomes aware.
4. Report to the Plan any security incident of which it becomes aware.

Notification Requirements in the Event of a Breach of Unsecured PHI

The required breach notifications are triggered upon the discovery of a breach of unsecured PHI. A breach is discovered as of the first day the breach is known, or reasonably should have been known.

When a breach of unsecured PHI is discovered, the Plan will:

1. Notify the Participant whose PHI has been, or is reasonably believed to have been, assessed, acquired, used, or disclosed as a result of the breach, in writing, without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the breach. Breach Notification must be provided to individual by:
 - a. Written notice by first-class mail to Participant (or next of kin) at last known address or, if specified by Participant, e-mail;

- b. If Plan has insufficient or out-of-date contact information for the Participant, the Participant must be notified by a “substitute form;
 - c. If an urgent notice is required, Plan may contact the Participant by telephone.
 - i. The breach notification will have the following content:
 - 1. Brief description of what happened, including date of breach and date discovered;
 - 2. Types of unsecured PHI involved (e.g., name, Social Security number, date of birth, home address, account number);
 - 3. Steps Participant should take to protect from potential harm;
 - 4. What the Plan is doing to investigate the breach, mitigate losses and protect against further breaches;
- 2. Notify the media if the breach affected more than 500 residents of a State or jurisdiction. Notice must be provided to prominent media outlets serving the State or jurisdiction without unreasonable delay and in no case later than 60 calendar days after the date the breach was discovered.
 - 3. Notify the HHS Secretary if the breach involves 500 or more individuals, contemporaneously with the notice to the affected individual and in the manner specified by HHS. If the breach involves less than 500 individuals, an internal log or other documentation of such breaches must be maintained and annually submitted to HHS within 60 days after the end of each calendar year.
 - 4. When a Business Associate, which provides services for the Plan and comes in contact with PHI in connection with those services discovers a breach has occurred, that Business Associate will notify the Plan without unreasonable delay and in no case later than 60 calendar days after discovery of a breach so that the affected individuals may be notified. To the extent possible, the Business Associate should identify each individual whose unsecured PHI has been, or is reasonably believed to have been, breached.

Any terms not otherwise defined in this section shall have the meanings set forth in the Security Standards.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Preventative Maintenance Contract for Lift Stations.

AGENDA DATE: April 26th, 2018

DATE PREPARED: April 18, 2018

PREPARED BY: Dean Zeigler, WPCP Manager

AMOUNT: \$16,275.00

GL ACCOUNT #: 505 4330 522220

PURPOSE: To employ for professional services to provide an evaluation of the mechanical and electrical controls condition of the lift stations and develop an asset management approach to preventative maintenance.

BACKGROUND: Many lift stations throughout the collection system are in poor condition with little to no history of what has been done or where we currently stand. It was discussed that we needed to bring in an outside company to do a complete examination of the City's Lift Stations. Maintenance work in the past was only reactive with no proactive preventative maintenance or asset management. With the upcoming evaluation of the collections system as a whole we feel that now is the time to move forward with the work. We contacted various companies for proposals and a scope of work to be completed.

STAFF RECOMMENDATION: To authorize Goforth Williamson, Inc. out of Griffin, GA. to complete professional maintenance services to our lift stations in the amount of \$16,275.00.

IMPACT: The proposed preventative maintenance work will put the city on track to get the collection system back to a position that is more reliable and financially beneficial to the city. We will be able to then move forward with a proactive approach to asset management. With an asset management approach to preventative maintenance we will help to prevent the expense of complete failure to equipment.

MOTION: I make the motion to authorize Goforth Williamson, Inc. for professional Preventative Maintenance services in the amount of \$16,275.00.



Ph: 770-467-0303

Quote

Date: 23-Mar-18

Quote To

City of Villa Rica
571 West Bankhead Hwy
Villa Rica, GA 30180
United States of America

Ph: 770-459-7000

Page 1 of 5



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

Number: 209062

Date: 23-Mar-18

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

City of Villa Rica
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms:		Ship Via	Salesperson
Net 30 Days		GWI Truck	JGBOS
Quantity	Description	Unit Price	Amount
	Yes No Mechanic available to assist in inspection and receive training Yes No Electrician for assistance in evaluating panel condition Yes No Water Supply for washing pumps Yes No 120 volt electric supply Yes No Supply lifting equipment for pump retrieval ~The above quote is based on the Owner providing a mechanic to assist, be trained and for safety reasons. Should the owner not want to supply a mechanic, GWI will provide an assistant at an additional charge. ~Should the panel have major issues, the customer can supply an electrician to assist in evaluating the control panel. ~Should the owner not want to supply an electrician, GWI will provide an electrician at an additional charge. 4. REPAIRS All repairs performed by GWI will be performed per the OEM's Operations and Maintenance Manual. All upgrades and improvements to pumps will be presented to owner for approval. All repairs are covered by a one year from date of start-up warranty on parts and labor. Exception: Minor panel components along with Pressure Gauges will be replaced as needed at the time of inspection. 5. AGREEMENT PRICE Duration of agreement is one year. Agreement includes annual inspection and preventative maintenance services performed by GWI on all pumps listed in Exhibit A. All additional repairs and parts required not listed in 23 Point Submersible Pump Preventative Maintenance Inspection will be in addition to this Agreement amount. 6. ATTACHED EXHIBITS Exhibit A List of Pump Lift Stations Exhibit B 23 Point Submersible Pump Preventative Maintenance Inspection 7. CANCELLATION POLICY		



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
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 United States of America

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Fax: 770-467-0301

Quote

Number: 209062

Date: 23-Mar-18

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

City of Villa Rica
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

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Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price	Amount	
	This agreement can be terminated by owner and/or GWI with 60 days written notice.			
	Exhibit A:			
	List of all equipment to be serviced under the 23 point preventative maintenance agreement.			
	West Flygt Duplex Lift Station 2- 3.9 hp			
	Waterford Flygt Duplex Lift Station 2- 3.9 hp			
	River trace Flygt Duplex Lift Station 2- 10 hp			
	McCurdy Rd. Ebara Duplex Lift Station 2- 15 hp			
	Shoreline Dr. Flygt Duplex Lift Station 2- 20 hp			
	Catamaran Cover Flygt Duplex Lift Station 2- 3 hp			
	Hubbard CT Flygt Duplex Lift Station 2- 10 hp			
	Connors Rd. Flygt Duplex Lift Station 2- 10 hp			
	Florence Dr. Smith and Loveless Duplex Lift Station 2- 15 hp			
	Edge Rd. Flygt Duplex Lift Station 2- 15 hp			
	Weather Stone Smith and Loveless Duplex Lift Station 2- 25 hp			
	Bivins Rd. Flygt Duplex Lift Station 2- 47 hp			
	Club Bay HOMA Duplex Lift Station 2- 29 hp			
	Bay Springs Rd. HOMA Duplex Lift Station 2- 29 hp			
	Guardian Angel Smith and Loveless Duplex Lift Station 2- 20 hp			
	Ashbury Flygt Duplex Lift Station 2- 47 hp			
	Hickory Falls Flygt Duplex Lift Station 2- 23 hp			
	Fullerville Park Flygt Duplex Lift Station 2- 2.5 hp			
	Twin Oaks Flygt Duplex Lift Station 2- 2.7 hp			
	Ried Plantation Flygt Duplex Lift Station 2- 18 hp			
	Brandywine Lake Flygt Duplex Lift Station 2- 30 hp			
	Luther Mill Flygt Duplex Lift Station 2- 10 hp			
	Ithaca School Flygt Duplex Lift Station 2- 5 hp			
	Old Town Village! Flygt Duplex Lift Station 2- 10 hp			
	Ashley Place Flygt Duplex Lift Station 2- 23 hp			
	Augusta Woods #1 Flygt Duplex Lift Station 2- 15 hp			
	Augusta Woods #2 Flygt Duplex Lift Station 2- 10 hp			
	Turano Bakery Flygt Duplex Lift Station 2- 35 hp			
	South woods Flygt Duplex Lift Station 2- 25 hp			



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 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms		Ship Via	Salesperson
Net 30 Days		GWI Truck	JGBOS
Quantity	Description	Unit Price	Amount
	Northwest Trans Flygt Duplex Lift Station 2- 45 hp		
	New West influent Vaughan Duplex Lift Station 2- 100 hp		
	New Library Hydromatic Duplex Lift Station 2- 3 hp		
	Exhibit B - 23 Point Submersible Pump Preventive Maintenance Inspection		
	1.) Megger Insulation check through power cable(s) at control panel using megometer		
	2.) Control Connection condition		
	3.) Line Voltage Supply (pump off)		
	4.) Load Voltage Supply (pump on)		
	5.) Amperage Draw		
	6.) Discharge PSI: Gauge must be in place		
	7.) Thermal Protection Circuit		
	8.) Leakage Sensor Circuit		
	9.) Lifting of pump		
	10.) Stator Chamber Conditions		
	11.) Leakage Detector System Condition		
	12.) Oil Condition		
	13.) Amount of oil installed		
	14.) Condition of impeller		
	15.) Condition of Wear Rings		
	16.) Condition of Bearings		
	17.) Power Cables		
	18.) Level Sensor Conditions		
	19.) Shaft Rotation		
	20.) Condition of Guide Rails and Bracket		
	21.) Condition of Hatch, Concrete, Gas Vent		
	22.) Condition of Wet Well		
	23.) Condition of Discharge Pipe, Check Valves		
	Recommendations:		



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Villa Rica, City of
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Quote To

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 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms		Ship Via	Salesperson	
Net 30 Days		GWI Truck	JGBOS	
Quantity	Description	Unit Price	Amount	
1	To accept this proposal of once per year, for a one (1) year agreement please complete below and return. \$16,275 will be invoiced at the time of each service performed To accept this proposal of once per year, please complete below and return. Title: _____ Signature: _____ Print Name: _____ Date: _____ ea	\$16,275.00	\$16,275.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.	Total:	\$16,275.00	



Submersible Pump Preventive Maintenance Inspection

Customer _____
Location _____

Pump Tag Information

Manufacture _____
Serial # _____
Model # _____
GPM _____
TDH _____
Impeller Code _____
Rotation _____

Panel Information

Manufacturer _____
Drawing # _____
Quote # _____
Serial # _____

Equipment _____

Motor Tag Information

HP _____
Volts _____
FL Amps _____
RPM _____

Date _____

Job # _____

Inspector _____

Customer PO _____

Pump Number _____

Hour Meter _____

1.) Megger insulation check through power cable(s) at control panel using megger:

Check @ 500V

Acceptable Range (200-10meg ohms)

Red to Ground _____ mOhms White to Ground _____ mOhms Black to Ground _____ mOhms

Resistance Between Phases

Red to White _____ Ohms Red to Black _____ Ohms Black to White _____ Ohms

2.) Control Connection Condition

☐ Good

☐ Bad

Notes _____

3.) Line Voltage Supply (pump off)

R-W _____

W-B _____

B-R _____

4.) Load Voltage Supply (pump on)

R-W _____

W-B _____

B-R _____

5.) Amperage Draw

Red _____

White _____

Black _____

6.) Discharge PSI: _____

(If gauge is installed and working properly)

7.) Thermal Protection Circuit: _____

Ohms _____

ok? _____

8.) Leakage Sensor Circuit: _____

Ohms _____

ok? _____

a. Flygt: Blue/Orange: Non-Alarm Resistance Value Around 1.53k Ohms

(Old style)

Non-Alarm Resistance Value Around 1.20k Ohms

(New Style)

Alarm resistance Value Around 330 Ohms

b. Dual Probe with Resistor: Non-Alarm Resistance Value Around 330k Ohms

c. Single Probe: Meg Wire to Ground _____

9.) Problems with lifting pump

No

Notes _____

10.) Stator Chamber Condition

Good

Notes _____

11.) Leakage Detector System Condition

Good

Notes _____

12.) Oil Condition

Good

Notes _____

13.) Oil installed

No

Notes _____

14.) Condition of impeller

Good

Notes _____

15.) Condition of Wear Rings

Good

Notes _____

16.) Bearings noise

No

Notes _____

17.) Any Damage to Power Cables

No

Notes _____

18.) Level Sensor Conditions

Good

Notes _____

19.) Shaft Rotation

No

Notes _____

20.) Condition of Guide Rails and Bracket

Good

Notes _____

21.) Condition of Hatch, Concrete, Gas Vent

Good

Notes _____

22.) Condition of Wet Well

Good

Notes _____

23.) Condition of Piping, Check Valve, Base elbow

Good

Notes _____

Recommendations:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Inspected By: _____

Date: _____

Customer Signature: _____

Date: _____



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Construction of Two Dumpster Pads and One Retaining Wall by DL Masonry, LLC

AGENDA DATE: 05/01/2018

DATE PREPARED: 04/20/2018

PREPARED BY: Tom Barber

AMOUNT: \$24,500, \$24,500, and \$20,000

GL ACCOUNT #: 320-6510-541300, 320-1320-541300, and 320-4950-541400

PURPOSE: To authorize the construction of a dumpster pad and enclosure at both the new library and old library, and to authorize the construction of a retaining wall and fence at Hillcrest Cemetery.

BACKGROUND: Neither the new library nor old library have been equipped with a dumpster pad and enclosure. Library employees are currently using residential carts for garbage. In addition, the fence line along the west side of Hillcrest Cemetery, adjacent to Dr. Woodall's dentist office, is collapsing.

STAFF RECOMMENDATION: To have Danny Lee Orr's company, DL Masonry, LLC, construct the two dumpster pads and to also construct a retaining wall and fence at Hillcrest Cemetery.

IMPACT: These improvements will enhance the general appearance of both library sites. The retaining wall will prevent several grave sites from sliding onto private property.

MOTION: I move that we engage DL Masonry, LLC to construct two dumpster pads and a retaining wall and fence for amounts not to exceed \$24,500, \$24,500, and \$20,000, respectively.

ESTIMATE

DL Masonry LLC

DATE: 03/28/18

Home Improvements

115 Zoie Court Fayetteville, GA 30215

Danny Orr 404-322-5368 email: orrlee5@gmail.com

TO: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
Atten: Charles Davis

JOB LOCATION: Villa Rica Public Library
Villa Rica ~ GA

SCOPE OF WORK: Install masonry dumpster pad per spec sheet. Dig and pour 14' x 19' at 6" thick, 4000 psi concrete pad. Three sides to have split face block to height of 8', with black fencing with slats. Two 6" bollards on back wall. Clean up and remove all debris.

JOB DESCRIPTION	LABOR & MATERIAL	Size	UNIT PRICE	TOTAL
Concrete, Block Fencing	Labor & Materials	14' x 19'	Flat Rate	\$24,500.00

JOB TOTAL \$24,500.00

Respectfully Submitted By Danny Lee Orr
Thank You For The Opportunity!

Remodeling & New Construction ~ Design & Installation
Masonry & Hardscapes Stone ~ Brick ~ Paver ~ Tile ~ Concrete

ESTIMATE

DL Masonry LLC

DATE: 03/28/18

Home Improvements

115 Zoie Court Fayetteville, GA 30215

Danny Orr 404-322-5368 email: orrlee5@gmail.com

TO: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
Atten: Charles Davis

JOB LOCATION: Villa Rica City Hall
Villa Rica ~ GA

SCOPE OF WORK: Install masonry dumpster pad per spec sheet. Dig and pour 14' x 19' at 6" thick, 4000 psi concrete pad. Three sides to have split face block to height of 8', with black fencing with slats. Match existing brick. Two 6" bollards on back wall. Clean up and remove all debris.

JOB DESCRIPTION	LABOR & MATERIAL	Size	UNIT PRICE	TOTAL
Concrete, Block, Brick & Fencing	Labor & Materials	14' x 19'	Flat Rate	\$24,500.00

JOB TOTAL \$24,500.00

Respectfully Submitted By Danny Lee Orr
Thank You For The Opportunity!

Remodeling & New Construction ~ Design & Installation
Masonry & Hardscapes Stone ~ Brick ~ Paver ~ Tile ~ Concrete

ESTIMATE

DL Masonry LLC

DATE: 03/28/18

Home Improvements

115 Zoie Court Fayetteville, GA 30215
Danny Orr 404-322-5368 email: orrlee5@gmail.com

TO: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
Atten: Charles Davis

JOB LOCATION: Hillcrest Cemetery
Villa Rica ~ GA

SCOPE OF WORK: Repair retainage at cemetery. Cost plus approx 2.5 - 3 weeks.
Clean up and remove all debris.

JOB DESCRIPTION	LABOR & MATERIAL	Size	UNIT PRICE	TOTAL
Retainage Repair	Labor & Materials	Various	Flat Rate	\$ Cost Plus

JOB TOTAL \$ Cost Plus

Respectfully Submitted By Danny Lee Orr
Thank You For The Opportunity!

Remodeling & New Construction ~ Design & Installation
Masonry & Hardscapes Stone ~ Brick ~ Paver ~ Tile ~ Concrete



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Construction of Traffic Islands on West Wilson Street

AGENDA DATE: 05/01/2018 **DATE PREPARED:** 04/26/2018

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To construct traffic islands on both sides of West Wilson at the west end of both one-way blocks.

BACKGROUND: West Wilson Street is one-way for two blocks beginning at S. Carroll Road. Public compliance with the one-way designation has been inadequate. Now that the street has been resurfaced, staff would like to construct concrete “bulbs” or “islands” at the west end of both blocks, one on each side of the travel lane, and mount “one-way” signs in each island. This will reduce the width of the travel lane to something closer to a single-lane road, and hopefully discourage violators.

STAFF RECOMMENDATION: To engage DL Masonry to construct the four traffic islands.

IMPACT: Reduce the amount of wrong-way traffic on West Wilson.

MOTION: I move that we engage DL Masonry to construct four traffic islands on West Wilson Street, under the direction of the City Engineer, for an amount not to exceed \$31,890.00.

ESTIMATE

DL Masonry LLC

DATE: 04/25/18

Home Improvements

115 Zoie Court Fayetteville, GA 30215

Danny Orr 404-322-5368 email: orrlee5@gmail.com

TO: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
Atten: Charles Davis

JOB LOCATION: Wilson Street ~ Traffic Medians
Villa Rica ~ GA

SCOPE OF WORK: Install 8 concrete medians on an average of 300 sq. ft. per median. Concrete dials to be drilled in, and medians poured with 5000 psi high early concrete. Medians to be formed with trough areas to allow storm water drainage. Demo curb and sidewalk in two locations (to be determined by city engineer), and install handicap ramps. Clean up and remove all debris.

JOB DESCRIPTION	LABOR & MATERIAL	Size	UNIT PRICE	TOTAL
Concrete Medians	Labor & Materials	Avg. 300 sq. ft.	Flat Rate	\$27,690.00
Handicap Ramps	Labor & Materials	As Needed	Flat Rate	\$4,200.00

JOB TOTAL \$31,890.00

Respectfully Submitted By Danny Lee Orr
Thank You For The Opportunity!

Remodeling & New Construction ~ Design & Installation
Masonry & Hardscapes Stone ~ Brick ~ Paver ~ Tile ~ Concrete



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Insurance Proof of Loss at Library
AGENDA DATE: May 1, 2018

DATE PREPARED: April 19, 2018
PREPARED BY: Vicki Coleman, AICP

AMOUNT: \$5,000 (Deductible)
GL ACCOUNT #: 100-6120-552200

PURPOSE: To present GIRMA's Proof of Loss summary for informational purposes.

BACKGROUND: A severe storm on Monday, March 19, 2018 cause a roof drain pipe to leak within the library's ceiling. As a result, several areas within the building experienced water damage. GIRMA performed a site visit and authorized payment on the City's claim.

The attached information summarizes the cost associated with the claim. GIRMA addressed all storm damage at the library site with the exception of the fallen trees.

STAFF RECOMMENDATION: N/A

IMPACT: Once the Proof of Loss Form is processed and returned, the insurance company issues a reimbursement check.

MOTION: N/A

SWORN STATEMENT IN PROOF OF LOSS
CITY OF VILLA RICA, 010474-031210-RB-01

\$1,000,000.00
AMOUNT OF POLICY AT TIME OF LOSS

GIRMA/2017-2018
POLICY NUMBER

May 1st, 2017
DATE ISSUED

GIRMA
AGENCY AT

May 1st, 2018
DATE EXPIRES

GMA
AGENT

To the GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
of ATLANTA, GEORGIA

At the time of loss, by the above-indicated policy of insurance, you insured City of Villa Rica

against loss by Water leak/Burst Pipe
to the property described under Section "A," according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached hereto.

1. Time and Origin: A Pipe Burst loss occurred about the hour of 12:00 o'clock AM,
on the 19TH day of March 2018

The cause and origin of said loss was An overload of rain water caused a drainpipe to burst in the ceiling space of the library

2. Occupancy: The building described or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: N/A

3. Title and interest: At the time of the loss the interest of your insured in the property described therein was CITY OF VILLA RICA

No other person or persons had any interest therein or encumbrance thereon, except: N/A

4. Changes: Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location, or exposure of the property described, except: N/A

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$
as more particularly specified in the apportionment attached under Schedule "C," besides where there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was..... \$ 34,304.49

7. The Whole Loss and Damage was..... \$ 34,304.49

8. Less Amount of Deductible/S.I.R. \$ GIRMA TO COLLECT

9. The Amount Claimed under the above-numbered policy is \$ 34,304.49

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Georgia

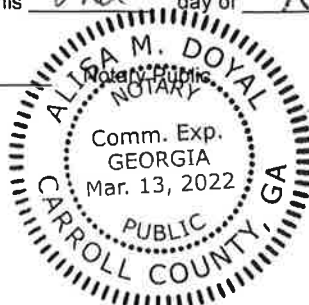
County of Carroll

Tom G. Zamboni

CITY OF VILLA RICA Insured

Subscribed and sworn to before me this 2nd day of April 2018

Alisa M. Doyal



Alisa Doyal

From: Jeffrey Phillips <Jeffrey_Phillips@gbtpa.com>
Sent: Friday, March 30, 2018 2:04 PM
To: Alisa Doyal
Subject: Proof of loss form regarding water damage at the library Claim: 010474-031210-RB-01
Attachments: G-419-Proof of Loss Villa Rica.docx

Good afternoon Alisa,

I have attached a proof of loss form related to the water damage at the library. Please have this form signed and notarized and return it to me. Please send a copy back via email but also please send the original to my mailing address via regular mail.

When I receive the signed proof of loss form, I will issue a check for the repairs.

Thank you for your kind help in this matter.

Sincerely

Jeff Phillips | Senior Resolution Manager | Gallagher Bassett
2915 Premiere Pkwy, Ste 350 Duluth, GA 30097
D: 770-290-8225 | **O:** 770-280-2500 | **F:** 866-735-8905
E: Jeffrey_phillips@gbtpa.com
Alternate Point of Contact: jonathan_hobson@gbtpa.com | 770-280-2567



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Committee Appointment
AGENDA DATE: May 1, 2018

DATE PREPARED: April 19, 2018
PREPARED BY: Vicki Coleman, AICP, Director

AMOUNT: N/A
GL ACCOUNT #: N/A

PURPOSE: To present for consideration an appointee to the Recreation Advisory Committee.

BACKGROUND: The Parks, Recreation, and Leisure Services Department is recommending Alan Martinez for an appointment to the department's Recreation Advisory Committee. Mr. Martinez has been a volunteer in recreation through coaching multiple sports. Additionally, Mr. Martinez is active in other community boards which will add value and capacity to the department's programs.

Mr. Martinez's application is attached.

STAFF RECOMMENDATION: Approval

IMPACT: N/A

MOTION: To appoint Alan Martinez to the Recreation Advisory Committee.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Server/SAN replacement
AGENDA DATE: 5/1/2018

DATE PREPARED: 4/19/2018
PREPARED BY: Jim Chambers

AMOUNT: \$131,380.55
GL ACCOUNT #: 320-1535-542500 (Carroll Co. SPLOST 2008)

PURPOSE: Replace our current physical server infrastructure with a virtual Server/SAN solution that is in a clustered fail over environment.

BACKGROUND: Currently we have all of our systems running on physical stand-alone servers with no redundancy. If we were to lose a drive on any server or get hit with malware/ransomware we would essentially lose that server and have to restore from back-up on a rebuilt server. We have 5 physical servers running and this should be divided into at the very minimum 10 virtual servers. This will be a critical step towards a true disaster recovery solution.

STAFF RECOMMENDATION: I recommend we order a HP server/SAN solution from Technology Integration Group for the sum of \$131,380.55.

Quotes: \$131,380.55 – (HP Solution) TIG, \$180,661.20 – (Cisco Solution) SEEI,

IMPACT: With this server storage solution we will have redundancy in the event of drive or server failure. We will also gain a huge performance increase in our day to day function of applications such as Exchange (Outlook), Caselle, Courtware, Interop RMS, and other file server applications, as I can adjust things such as RAM, processors, and storage at will. This will allow us to add servers with no additional cost except the license of the server operating system and any necessary applications. With projects such as Laserfiche and Fleet Management coming up, and any other possible projects, this solution is ideal.

MOTION: I make a motion to purchase HP Server/SAN solution from Technology Integration Group for the sum of \$131,380.55.



March 9, 2018

Response To
City of Villa Rica

Budgetary Quote for Server/Storage Replacement

Submitted by:

Charles H. Deling
Software Effect Enterprises, Inc.
91 Boy Scout Road
Newnan, GA 30263
770-328-0882
Email: Charles@softwareeffect.com

<http://www.SoftwareEffect.com>

City of Villa Rica
Jim Chambers
571 West Bankhead Highway
Villa Rica, Georgia 30180

Software Effect Enterprises, Inc (SEEI) is pleased to submit a proposal for the City of Villa Rica Georgia for the purchase of a Server/Storage Replacement Solution

SEEI is a Georgia company with years of experience in working with municipalities in Georgia and Alabama. We maintain an office in Newnan, Georgia so we are able to easily support the needs of the City of Villa Rica

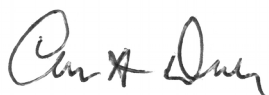
Our goals are to lower the City of Villa Rica's total cost of ownership by providing the most practical business solutions that take advantage of the best practices and newest technologies. To provide the most competitive pricing in the computer equipment and related installation and other value-added services. To provide the best customer service possible through awareness of City of Villa Rica's needs and higher quality of services

SEE brings the following differentiators to this partnership

- Experience - over 14 years in business. Experience working with multiple cities here in Georgia
- Financial Stability and Longevity – a stable, privately owned company with zero debt and year to year profitability
- Flexibility – Willing to customize solutions for you – not force you into existing molds

Should you or any of your team members need additional information or have any questions, please feel free to contact me at 770-328-0882 or email charles@seei.biz

Sincerely,



Charles H. Deling
Software Effect Enterprises, Inc

Cisco Server and Switches

Line	Mfg Part Number	Description	Qty	Price
1	UCS-SD-64G-S=	64GB SD Card for UCS Servers	6	
2	C2960X-STACK=	Catalyst 2960-X FlexStack Plus Stacking Module optional	2	
3	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2	
4	WS-C2960X-24PD-L	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+, LAN Base	2	
5	CON-SNTP-WSC604DL	SNTC-24X7X4 Catalyst 2960-X 24 GigE PoE 370W, 2 x 10	2	
6	CAB-16AWG-AC	AC Power cord, 16AWG	2	
7	SFP-10G-SR=	10GBASE-SR SFP Module	2	
8	UCS-SPR-C220M5-EP1	SP C220 M5SX w/2x4114,2x16GB mem,12G MRAID,32GB SD	3	
9	CON-OSP-SPRM5EP1	SNTC 24X7X4OS UCS C220 M5 EP1 Rack Pack	3	
10	UCS-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	3	
11	UCSC-SW-C220M5-P01	Performance Optimized setting for C220 M5 servers	3	
12	CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	3	
13	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	30	
14	UCSC-PSU1-770W	Cisco UCS 770WAC Power Supply for Rack Server	6	
15	UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	3	
16	UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	3	
17	CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	3	
18	UCS-MR-X16G2RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	6	
19	UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	3	
20	UCS-CPU-4114	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	6	
21	UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below	6	
22	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	6	
23	UCS-SD-32G-S	32GB SD Card for UCS servers	3	
24	UCS-MR-X16G2RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	42	
25	UCSC-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	6	
			Subtotal	\$38,238.62

Redundant Storage Systems

Line	Mfg Part Number	Description	Qty	Price
1	C3K-2P-42T-F	C3K DUAL10GBE OPTICAL 1PR 42TB 5760GB	1	
2	SLA-4HR	4HR PARTS DEL SW SUP & INFOSIGHTADAPTIVE FLASH ARRAY	1	
3	C3K-2P-42T-E	C3K DUAL10GBE OPTICAL 1PR 42TB 2880GB	1	
4	SLA-4HR	4HR PARTS DEL SW SUP & INFOSIGHTADAPTIVE FLASH ARRAY	1	
			Subtotal	\$114,573.18

VM Ware

Line	Mfg Part Number	Description	Qty	Price
1	VS6-EPL-AK-C	VSPH 6 ENT + ACCL KIT FOR 6 PROCS	1	
2	VS6-EPL-AK-P-SSS-C	PROD SUP VSPH ENT + ACCL KIT 6 PROCS 1YR	1	
			Subtotal	\$27,849.40

Professional Services

Line	Mfg Part Number	Description	Qty	Price
		Server/Storage Installation and Configuration		
			Subtotal – Not to exceed	\$19,000.00

Server/Storage Replacement

Prepared for:
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

Quote Information
Quote #:00131
Version: 1
Expiration Date: April 30, 2018

Quote Summary

Description	Amount
Cisco Servers and Switches	\$38,238.62
Redundant Storage Systems	\$114,573.18
VM Ware Licenses	\$27,849.40
Professional Services	\$19,000.00
Total	\$199,661.20

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale

Acceptance

City of Villa Rica

Signature / Name

Date

PO Number

Terms and Conditions

This Software Effect Enterprises, Inc ("SEEI") offer to sell products and provide services is solely at the prices set forth in this Quote and solely in accordance with the terms and conditions (the "Terms") attached to this Quote. If Buyer has ordered products or services from SEEI and such order is deemed to be an offer by Buyer, SEEI's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by SEEI to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on SEEI. Buyer is hereby notified of SEEI's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on SEEI unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of SEEI. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. SEEI and Buyer must confirm acceptance of any adjustments prior to shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty.

SEEI resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Software Effect Enterprises, Inc passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.

Server & Storage Solution

Quote Information:

Quote #: 014871

Version: 1

Quote Date: 04/03/2018

Expiration Date: 04/29/2018

Prepared by:

Technology Integration Group

 Kimberly Henderson
 (770) 300-0256 ext 2138

 Fax (858) 566-8794
 kimberly.henderson@tig.com

Technology Integration Group

 10240 Flanders Court
 San Diego, CA 92121

Bill To

CITY OF VILLA RICA

 571 W BANKHEAD
 VILLA RICA, GA 30180
 JIM CHAMBERS

jchambers@villarica.org

Ship To

CITY OF VILLA RICA

 571 W BANKHEAD
 VILLA RICA, GA 30180
 JIM CHAMBERS

jchambers@villarica.org

Payment Terms: NET 30

Servers:		Price	Qty	Ext. Price
867959-B21	HPE DL360 Gen10 8SFF CTO Server	\$1,083.46	3	\$3,250.38
867959-B21#ABA	U.S. - English localization	\$0.00	3	\$0.00
860657-L21	HPE DL360 Gen10 Xeon-S 4114 FIO Kit	\$603.41	3	\$1,810.23
860657-B21	HPE DL360 Gen10 Xeon-S 4114 Kit	\$603.41	3	\$1,810.23
860657-B21#0D1	Factory integrated	\$0.00	3	\$0.00
815098-B21	HPE 16GB 1Rx4 PC4-2666V-R Smart Kit	\$291.13	48	\$13,974.24
815098-B21#0D1	Factory integrated	\$0.00	48	\$0.00
727055-B21	HPE Ethernet 10Gb 2-port 562SFP+ Adptr	\$360.81	3	\$1,082.43
727055-B21#0D1	Factory integrated	\$0.00	3	\$0.00
P01366-B21	HPE 96W Smart Storage Battery 145mm Cbl	\$51.11	3	\$153.33
P01366-B21#0D1	Factory integrated	\$0.00	3	\$0.00
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	\$309.19	3	\$927.57
804331-B21#0D1	Factory integrated	\$0.00	3	\$0.00

Servers:		Price	Qty	Ext. Price
727054-B21	HPE Ethernet 10Gb 2-port 562FLR-SFP+Adpt	\$350.48	3	\$1,051.44
727054-B21#0D1	Factory integrated	\$0.00	3	\$0.00
865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	\$195.64	6	\$1,173.84
865414-B21#0D1	Factory integrated	\$0.00	6	\$0.00
AF556A	HP 1.83m 10A C13-UL US Pwr Cord	\$5.16	6	\$30.96
AF556A#0D1	Factory integrated	\$0.00	6	\$0.00
BD505A	HPE iLO Adv 1-svr Lic 3yr Support	\$268.99	3	\$806.97
BD505A#0D1	Factory integrated	\$0.00	3	\$0.00
700139-B21	HPE 32GB MicroSD Flash Media Kit	\$85.16	3	\$255.48
700139-B21#0D1	Factory integrated	\$0.00	3	\$0.00
872252-B21	HPE 1U Gen10 SFF BB Rail Kit	\$61.42	3	\$184.26
872252-B21#0D1	Factory integrated	\$0.00	3	\$0.00
Subtotal				\$26,511.36

Storage:		Price	Qty	Ext. Price
Q1J01A	HPE MSA 2050 SAN DC SFF Storage	\$7,150.52	2	\$14,301.04
J9F49A	HPE MSA 1.8TB 12G SAS 10K 2.5in 512e HDD	\$839.08	28	\$23,494.24
J9F49A#0D1	Factory integrated	\$0.00	28	\$0.00
C8R25B	HPE MSA 10Gb SR iSCSI SFP 4pk XCVR	\$968.91	4	\$3,875.64
C8R25B-0D1	Factory integrated	\$0.00	4	\$0.00
455883-B21	HP BladeSystem 10GBase-SR SFP+ - 1 x 10GBase-SR	\$465.62	12	\$5,587.44
				
AF556A	HP Standard Power Cord - 6ft	\$5.49	4	\$21.96
				
Q0H99AAE	MSA Advanced Data Services	\$2,223.31	2	\$4,446.62
Subtotal				\$51,726.94



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VMware Kit:		Price	Qty	Ext. Price
P9U11A	VMw vSph EntPlus Acc Kit 6P 3yr SW	\$22,975.01	1	\$22,975.01
Subtotal				\$22,975.01

Switches:		Price	Qty	Ext. Price
JL071A	Aruba 3810M 24G 1-slot Swch	\$3,254.60	2	\$6,509.20
J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR	\$787.34	10	\$7,873.40
JL085A	Aruba X371 12VDC 250W PS	\$332.35	2	\$664.70
JL085A#ABA	U.S. - English localization	\$0.00	2	\$0.00
Subtotal				\$15,047.30

HPE 3Y Foundation Care 24x7 Service (Optional)		* Optional	Price	Qty	Ext. Price
H7J34A3 WAG	HPE DL360 Gen10 Support		\$1,555.33	3	\$4,665.99
H7J34A3	HPE MSA 2050 Storage Support		\$2,815.25	2	\$5,630.50
H7J34A3 XPZ	HPE Aruba 3810M 24G 1-slot Switch Supp		\$1,267.62	2	\$2,535.24
H7J34A3 YYZ	HPE MSA Advanced Data Services Support		\$1,010.84	2	\$2,021.68
* Optional Subtotal					\$14,853.41

Quote Summary		Amount
Servers:		\$26,511.36
Storage:		\$51,726.94
VMware Kit:		\$22,975.01
Switches:		\$15,047.30
Subtotal:		\$116,260.61
Shipping:		\$266.53
Total:		\$116,527.14

*Optional Expenses	One-Time
HPE 3Y Foundation Care 24x7 Service (Optional)	\$14,853.41
Optional Subtotal:	\$14,853.41

Please [Click Here](#) to complete a short 2 minute survey.

Terms & Conditions

This Technology Integration Group ("TIG") offer to sell products and provide services is solely at the prices set forth in this Quote and solely in accordance with the terms and conditions (the "Terms") attached to this Quote. If Buyer has ordered products or



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services from TIG and such order is deemed to be an offer by Buyer, TIG's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by TIG to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. TIG and Buyer must confirm acceptance of any adjustments prior to shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty. TIG does not offer or accept terms requiring most favored customer pricing.

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer. Unless ordered pursuant to a government prime contract that is identified on the customer's purchase order, all sales are intended to be to the end user, and resale of the products is prohibited.

Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.



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SYSTEM INTEGRATION THAT POWERS YOUR BUSINESS

Acceptance

CITY OF VILLA RICA

Signature / Name

Initials

Date

PO Number



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Gaston Outdoor Advertising Request for Assistance with Tree Removal

AGENDA DATE: 05/01/2018

DATE PREPARED: 04/23/2018

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To determine if the City will assist Gaston Outdoor Advertising with the removal of trees at one of its billboard's in Villa Rica, and to discuss a new lease.

BACKGROUND: The City currently leases property on the north side of I-20 to Gaston Outdoor Advertising. The billboard is legally non-conforming on four points, including height and spacing. Over time trees have grown and now restrict the sign's visibility from the interstate. The company has permission from GDOT to remove the trees, but GDOT requires the sign to be lowered as a consequence. Because the sign is non-conforming, it can't be modified unless it becomes 100% compliant with our sign ordinance. The non-conformity due to the distance between signs can't be remedied. Therefore, the City can certify to GDOT that the sign can't legally be lowered.

In addition, the City's lease agreement expires in early 2018. The company has proposed a new lease at \$450 per month for twenty years. If City Council does not intend to approve a new lease, the company should be told prior to expending funds for any tree removal.

STAFF RECOMMENDATION: Staff recommends that due to the non-conformity of the existing sign that the City not enter into a new lease agreement, making the certification decision moot. If the City does enter into a new agreement, staff recommends that we do so in exchange for the use of one face of a billboard along I-20. Either facing east between Six Flags and Post Road or facing west between the state line and exit 19. In that case, staff recommends that the City Manager be authorized to sign the GDOT certification document.

MOTION: I move that we do not enter into a new lease with Gaston Outdoor Advertising.

or

MOTION: I move that we authorize the City Manager to sign the GDOT certification document.

MEMORANDUM

TO: Villa Rica Mayor & Council
City Manager
Community Development Director

FROM: David Mecklin

RE: Request by Gaston Outdoor Advertising

DATE: April 23, 2018

At the April meeting of the Mayor and Council a request was tendered by Gaston Outdoor Advertising asking the City to approve local government certification for restrictions on lowering a sign. The matter was tabled pending further investigation concerning the non-conforming status of the Gaston signs.

Subsequent to that meeting, the Community Development Department did conduct a further review of two Gaston signs. That review found that the two Gaston signs in question are indeed legal non-conforming signs pursuant to our existing sign ordinance. As they currently exist, the signs fail to meet four criteria as set forth in the email from Lenise Lyons to Tom Barber dated April 11, 2018.

Section 9.18 of our sign ordinance deals with non-conforming signs. Our ordinance states that no structural repairs can be made to non-conforming signs which change the shape, size, or design except to make a non-conforming sign comply with all requirements of this ordinance. It also states the non-conforming sign may not be replaced by another non-conforming sign. Based on these two provisions, Gaston could not lower the sign to 75' in height because it would still be out of compliance with our current requirements (50' height). Further, even if he were to lower the sign to 50', then there would still be three areas of non-compliance with the existing ordinance. Accordingly, it is my opinion that any change made to the existing Gaston signs would remove their status as a legal non-conforming sign.

In order to comply with the DOT regulations, Gaston would have to lower his signs to no higher than 75 feet to get a permit to cut vegetation. He cannot do so under the Villa Rica sign ordinance without losing the current legally non-conforming status. Therefore, he is stuck with being unable to cut the vegetation in front of his signs unless the City authorizes the City Manager to execute the attached certification form. Because the City allowed the signs to be placed originally and because Gaston has no ability to retain a legally non-conforming status if he lowers the signs, I would recommend that the City Manager be authorized to execute the certification forms.

As a side note, it would be appropriate for the City to review the current sign ordinance. Under the terms of the ordinance, every single billboard along I-20 in the City is most likely a non-conforming sign. I believe each and every sign in that corridor probably exceeds the 50' height limitation.

I would recommend that we review the current sign ordinance for changes. In the Fall of 2015 and early 2016, then Community Development Director Janet Hyde prepared a revision to the sign ordinance in order to bring the ordinance into compliance with recent court decisions related to content based provisions contained in sign ordinances. That revised ordinance was brought to the Council for action in March, 2016. Council passed the revised ordinance but then Mayor Jay Collins attempted to veto one specific provision (the height provision) of the ordinance. When the ordinance came back before the Council, the veto was upheld by a 3 to 2 vote. Since the Mayor does not have the ability to veto one specific provision in an ordinance (except for line item vetoes in appropriations bills) Mayor Collins' veto applied to the entire ordinance. Accordingly, the Council did not adopt any changes to the sign ordinance in March, 2016. Therefore, the concerns that the revised ordinance was attempting to address still remain.

Additionally, our sign ordinance related to billboards does not seem consistent with actual practice along the I-20 corridor. Billboards along I-20 within the City are completely built out. Based on the spacing requirements, no additional billboards could be permitted along I-20 in the City. Virtually every single one, however, is in a legally non-conforming status. Although I have not conducted a factual survey, I believe most, if not all, exceed the current 50-foot height requirement under our City Code. As a result of this, every billboard along I-20 is in essentially the same status as Gaston's sign. I believe that it would make some sense for the City to evaluate whether or not our ordinance could be changed to allow the signs along the interstate to be changed or improved in some manner in the future.

If I can answer any further questions concerning this matter, please do not hesitate to contact me at your convenience.

Allen Gaston

Mr. Mecklin, Mayor Reese, City Council, Mr. Barber, and Mr. Elliott,

This billboard has been on the City of Villa Rica's property (between VR elementary school and I-20) since 2000. From 2000 – 2009 I paid \$450.00 per month to the City of Villa Rica. From 2009 – 2013, we did a lease with Villa Rica tourism. They took one side which generated \$1,200 a month. This cost me \$ 750 a month (difference in what a regular customer would pay compared to what the rent I was paying the City of Villa Rica). A total savings of 45,000 to the City of Villa Rica. Then the City of Villa Rica and Goldmine museum took a location in Heflin, Al. which was closer to the landowner rent (A \$550.00 a month location for a trade of \$450.00 to City of Villa Rica for landowner rent). This was a savings of \$3,600 to the City of Villa Rica. Total savings to the City of Villa Rica is \$48,600. This went on until July of 2016 until David Miliron (City Manager) wanted the vinyl to come down in Heflin, Al. Right now I owe the City of Villa Rica \$7,600.00 for past due rent, but I have been trying to resolve the problems concerning the billboard for many years. We still have a major tree issue. I would like to pay back what I owe in billboard space and then continue with the \$450.00 per month. The City is currently paying for billboard advertising space on Hwy. 61 with my competition.

When the structure was erected, I cut a road in and laid a pipe in the creek and covered it with rock and dirt (cost of about \$8,000). City of Villa Rica was going to keep the grass cut and keep the road up. The land has been washed away from both sides of the pipe for over a year until I met with Mr. Barber and Brennan Jones, and they got me an onsite meeting with Charlie Davis. After meeting with Mr. Davis, the road was repaired in two days, but we still have a tree problem.

Trees on right of way have just about taken over the structure. GDOT will let you take down the trees if you lower your structure to 75' above road grade or the City can sign a form that will allow me to keep the structure at its original height. The cost to lower both structures is \$59,416 (see attached). The cost to cut the trees, bond, safety signage to be placed on I-20, survey the structure, permit to cut, and cost for arborist to count trees and purchase the trees is \$76,000 plus (see attached).

The City can save us a lot of money (\$59,416) by signing the form. The City of Carrollton, Marietta, East Point, and Union City are some that have signed this form. We are partners with the trees. Would like to discuss this with you.

I look forward to working with the City of Villa Rica on this project soon.

Thanks, Allen Gaston

Gaston Outdoor Advertising, Inc.

Billboards, Scoreboards, Video Screens and Message Centers

P.O. Box 648, Carrollton, GA 30112

(770) 838-0079 - office

(770) 838-9585 - fax

BILLBOARD LEASE

Number: _____

LESSOR: City of Villa Rica, a political subdivision of the State of Georgia ("City")
571 W. Bankhead Highway
Villa Rica, GA 30180
Attn: City Manager

THIRD PARTY BENEFICIARY: City of Villa Rica Board of Tourism ("BOT")
571 W. Bankhead Highway
Villa Rica, GA 30180
Attn: Barbara Daniel

LESSEE: Gaston Outdoor Advertising ("Gaston")
P. O. Box 648
Carrollton, GA 30112
Attn: Allen Gaston

This Billboard Lease is made as of the 13th day of May, 2009, by and between City, BOT and Gaston.

1. **PREMISES.** City does hereby lease and demise to Gaston, as space for outdoor advertising purposes, a portion of the real property located in the City of Villa Rica, Georgia, as more fully designated in Exhibit "A" attached hereto and by this reference made a part hereof (such designated area hereinafter being called the "Premises").

2. **TERM.** The term of this Lease shall be ten (10) years beginning on the first day of March, 2009 (the "Commencement Date") and ending on the 28th day of February, 2019, subject to the conditions of Paragraph 8 hereof and Georgia law concerning long term agreements by municipalities.

3. RENTAL.

(a) In lieu of rent for the space provided by the City to Gaston, Gaston agrees to provide one year round advertising face on one of Gaston's signs located on I-20. Gaston shall give the BOT a choice of any open sign face over which he has ownership or control on I-20 in Villa Rica. Gaston shall be responsible for placing one permanent face on a sign of the BOT's choosing in lieu of rent. The BOT shall be able to select the advertising space by giving Gaston notice of at least sixty (60) days. The BOT shall pay the production cost for this face. If the BOT chooses to change this face out more than once per year the BOT shall be responsible for the production and installation costs at Gaston's lowest available rate.

(b) At Gaston's discretion, BOT may also request free use of any vacant sign spaces to promote special local events. Any and all production and installation costs for signs pursuant to this provision shall be charged to the BOT at Gaston's standard and customary rates.

4. **USE.** The Property is leased for the sole purpose of construction, operations and maintenance of a single outdoor advertising display and no other purpose whatsoever. Gaston shall have the right to erect, place and maintain a single advertising sign structure and equipment therefor on the Premises, and to post, paint, illuminate and maintain advertisements on such

structure. All structures, equipment and materials placed upon the said Premises by Gaston shall always remain the property of, and may be removed by Gaston at any time prior to or within a reasonable time after the expiration of the term hereof or any extension hereof, provided Gaston shall first give City no less than one business day's prior notice of Gaston's intention to remove any sign structure. Notwithstanding anything to the contrary contained herein, Gaston, at its sole cost and expense, shall remove all structures, equipment and materials from the Premises within thirty (30) days of the expiration or termination of this Lease, unless City specifically consents in writing to such structures, equipment and materials remaining in place. The parties agree that nothing in this lease shall be construed to prevent them from negotiating to continue the lease on mutually acceptable terms.

5. CONSTRUCTION. Construction of the outdoor advertising structure shall be comprised exclusively of a steel single pole, or steel "I" beam, steel unipole, or similar construction. All construction shall be performed by Gaston or Gaston's agents, at Gaston's sole cost and expense, in strict conformity with all applicable federal, state and local laws, rules, codes and regulations.

6. INSURANCE AND INDEMNIFICATION.

(a) Gaston shall maintain, at Gaston's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the erection, servicing, maintenance, removal, or replacement of the sign structure, equipment and other property placed on the Premises by Gaston and all other occurrences arising out of Gaston's use of the Premises. Such insurance shall contain a provision that the policy shall not be terminated, amended or altered except upon 30 days prior written notice to City. Gaston shall provide proof of such insurance to City no less frequently than annually, if requested.

(b) Gaston shall also maintain at all times business automobile liability insurance and workers' compensation insurance in amounts no less than required by law and as would be maintained by a prudent firm undertaking Gaston's line of work.

(c) Gaston hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Villa Rica and the BOT, and all of their respective entities, and all respective officers, employees, directors, elected and appointed officials, members of authorities, boards and commissions and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with the City or BOT's use of the Premises, due to any act or omission on the part of Gaston, its agents, employees or others working at the direction of Gaston or on its behalf, or due to any breach of this Lease by Gaston, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Gaston. This indemnification applies whether: (i) the activities involve third parties or employees or agents of Gaston or of any City or BOT entity; or (ii) City or the BOT is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Villa Rica or the BOT and its officers or employees. This indemnification extends to the successors and assigns of Gaston, and this indemnification survives the expiration or termination of the Lease and the dissolution or, to the extent allowed by law, the bankruptcy of Gaston. To the full extent permitted by the Constitution and the laws of the State of Georgia, Gaston and its insurers waive any right of subrogation against the City of Villa Rica or the BOT, or their respective officers, employees, elected and appointed officials, members of authorities, boards and commissions and agents, and their respective insurers, to the full extent of this indemnification.

7. SUBLEASING AND ASSIGNMENT. Gaston shall not have the right to sublease the Premises under the terms and conditions contained herein or assign this Lease without the specific written consent of the City and BOT.

8. TERMINATION. Gaston shall have the right to cancel this Lease upon thirty (30) days prior written notice to City if Gaston is prevented by any present or future law, regulation or ordinance from constructing or maintaining its billboard on the Premises.

9. LESSOR'S COVENANTS. City covenants to Gaston that:

(a) As of the Commencement Date, it will have the authority to carry out City's obligations under this Lease; and

(b) City will not permit any other billboards to be erected on the Premises;

10. LESSEE'S COVENANTS. Gaston covenants to City that it will:

(a) Abide by the rental terms pursuant to this Lease and abide by all of its terms and conditions;

(b) Keep all signs, structures, billboard, equipment and related property placed on the Premises by Gaston in good repair and condition;

(c) Use its best efforts to promptly attempt to maintain all permits necessary for construction, maintenance and use of the advertising structure on the Premises, all at Gaston's sole cost and expense;

(d) Comply with all laws, regulations, ordinances and rules including but not limited to any and all environmental laws, rules and regulations, applicable to the construction, erection, maintenance, replacement and removal of signs, sign structures and equipment used or placed on the Premises;

(e) Not place in or on nor bring in or onto the Premises, any hazardous substance. For purposes hereof, "hazardous substance" shall include any gas, liquid, solid or combination thereof which is regulated by an federal, state or local governmental entity due to its potentially deleterious effect on human health or the human or natural environment;

(f) Pay, when due, all taxes and assessments upon Gaston's structures, equipment and materials on the Premises, including any taxes payable on the land by virtue of its use by Gaston;

(g) Contract for and pay for all charges for utilities, including electricity, communications and similar charges applicable to the Premises, plus any applicable sales or other taxes thereon, as and when such charges become due and payable;

(h) Keep the premises neat and free from garbage and trash;

(i) Do all things necessary to prevent the filing of any mechanic's or other liens against the Premises by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to City or BOT or anyone holding the Premises or any part thereof through or under Gaston; and

(j) Not accept or place any advertising in or on any structure on the Premises for any entity, product or activity which is objectionable to City or BOT in its reasonable discretion, it being acknowledged by Gaston that the Premises are local governmental property and located in the immediate vicinity of a public school. If Gaston is notified by the City or BOT of its objection to a sign, Gaston agrees to take action to address the City or BOT's concerns.

11. ACCESS AND TRIMMING OF VEGETATION.

(a) Access to the Premises exists as of the time of this agreement, and City, at its expense, shall maintain any drive or access road necessary for Gaston's access to the Premises. City, at its expense, shall maintain such access in reasonable condition at all times, so as to prevent erosion.

(b) Gaston shall not cut, trim, remove or spray any trees, bushes, brush or other vegetation on or about the Premises without City's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, it being acknowledged by City that the purpose of this Lease is to provide a location where Gaston's sign(s) are viewable by persons in vehicles on Interstate Highway 20. All such cutting, trimming, removal and spraying shall be done in a reasonable manner and shall not be undertaken on any trees, bushes, brush or other vegetation on land not owned by City. All cuttings shall be removed from the Premises and not left or burned thereon. City agrees to be responsible for Bush hogging around the sign on this premises. Gaston may request the City to provide such other reasonable maintenance on the premises that will benefit the use of the leased property.

12. TRADING WITH CITY EMPLOYEES. Gaston shall not violate any code of conduct governing City or BOT's employees or elected or appointed City officials, including members of the Villa Rica City Council, and the City's various commissions, boards and authorities.

13. WAIVER. The waiver by City of the breach of any provision contained in this Lease shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Lease. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

14. CAPTIONS. Paragraph captions throughout this Lease are inserted for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease or as a limitation of the scope of the particular paragraph to which they refer.

15. BROKERS. Each of the parties represents and warrants that there are no claims for brokerage commissions, finders' fees or consultants' fees in connection with this Lease, and each party agrees to indemnify and defend the other party against, and hold it harmless from, all liability arising from any such claim, including without limitation attorney's fees, arising from any person or entity claiming any such compensation through that party.

16. MISCELLANEOUS.

(a) This Lease shall create the relationship of landlord and tenant and no estate shall pass out of City. Gaston has only a usufruct, not subject to levy and sale, and not assignable by Gaston except as otherwise provided herein.

(b) The use of gender shall include all genders. The singular number shall include the plural, or the plural the singular, as the context may require.

(c) This Lease shall be binding on the parties hereto and the respective successors, and to the extent assignable on the assigns or nominees of the parties hereto.

(d) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City, BOT, or Gaston, as the case may be, at the addresses set forth at the beginning of this Lease or, in the alternative, via hand delivery or any recognized overnight delivery service.

(e) This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

(f) In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(g) This Lease constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter.

(h) Although the printed provisions of this Lease may have been drafted by one party, each party represents that it has had the opportunity to seek the full advice of counsel, the terms of this Lease were fully negotiated by the parties, and no provisions of this Lease shall be automatically construed for or against either party, but this Lease shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.

(i) This Lease and the terms and conditions herein may not be modified except by a writing, signed by all parties hereto.

(j) Time is of the essence of this Lease.

(k) City may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder.

(l) Gaston shall not assign any of its rights, privileges, duties or obligations hereunder or sublease the Premises except in strict conformity with Paragraph 7 above.

(m) This Lease may be executed in counterparts with each copy having the full force and effect as if one agreement were executed.

[The following page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the date first set forth above.

LESSOR:

City of Villa Rica, a political subdivision of the State of Georgia

Rita J. Poole
Witness on Attest

By: [Signature]
Title: City Manager

LESSEE:

Gaston Outdoor Advertising

C. David Medlin
Witness or Attest

By: Alb. Gast
Title: President

THIRD PARTY BENEFICIARY:

Villa Rica Board of Tourism

Barbara Davis
Witness or Attest

By: Caryn Camp
Title: Chairman

Dobbs to City of VR



Whooping Creek Construction

1465 Whooping Creek Ch. Rd.

Carrollton, GA. 30116

770-836-8660

404-561-2833



Date: 01/04/2017

Bid #: 2017010023

Bid To: Gaston Bill Board Company

RE: State cuts

1. Grind in place all areas state side and private side to D.O.T. specifications. Regrass all disturbed areas. Meet with the D.O.T. for pre construction meeting. Place all erosion control measures as necessary. Replace any fence destroyed during completion of said work. Meet with D.O.T. for post construction meeting providing area inspector with all necessary photos.

Western Inn West bound face: \$9500.00

East bound face: \$11,500.00

Next face at swamp facing west bound: \$14,271.00

Opposite face at swamp east face : \$12,550.00

Next face west bound bypass : \$11,570.00

Next face east facing bypass: \$15,980.00

First face west of liberty Rd.: \$15,210.00

Back said of above face: \$12,210.00

Next face west bound I-20: \$8600.00

Last face facing eat I-20: \$13,277.00

Bond

I-20 Safety Signs

Survey height

Arborist to count trees

\$5,950.00

GOVT permit to cut

1,000.00

Cut trees on private property

10,000.00

Purchase trees GOVT

10,479.17

City of VR

Dobbs, Bobby

49,297.00

\$76,726.17



Villa Rica
Tourism Bureau
571 W. Bankhead Hwy.
Villa Rica, GA 30180
www.villaricatourism.com
Barbara Daniell
Director

May 19, 2009

Mr. Allen Gaston
Gaston Outdoor Advertising
Post Office Box 648
Carrollton, Georgia 30112

Dear Allen:

I am looking forward to working with you and having an opportunity to promote Villa Rica to everyone traveling along I-20.

I wanted to get a copy of the signed contract to you and thank you for working with us and looking forward to a long working relationship.

Sincerely,

Barbara Daniell
Downtown Development/Tourism
678-785-1014
bdaniell@villarica.org

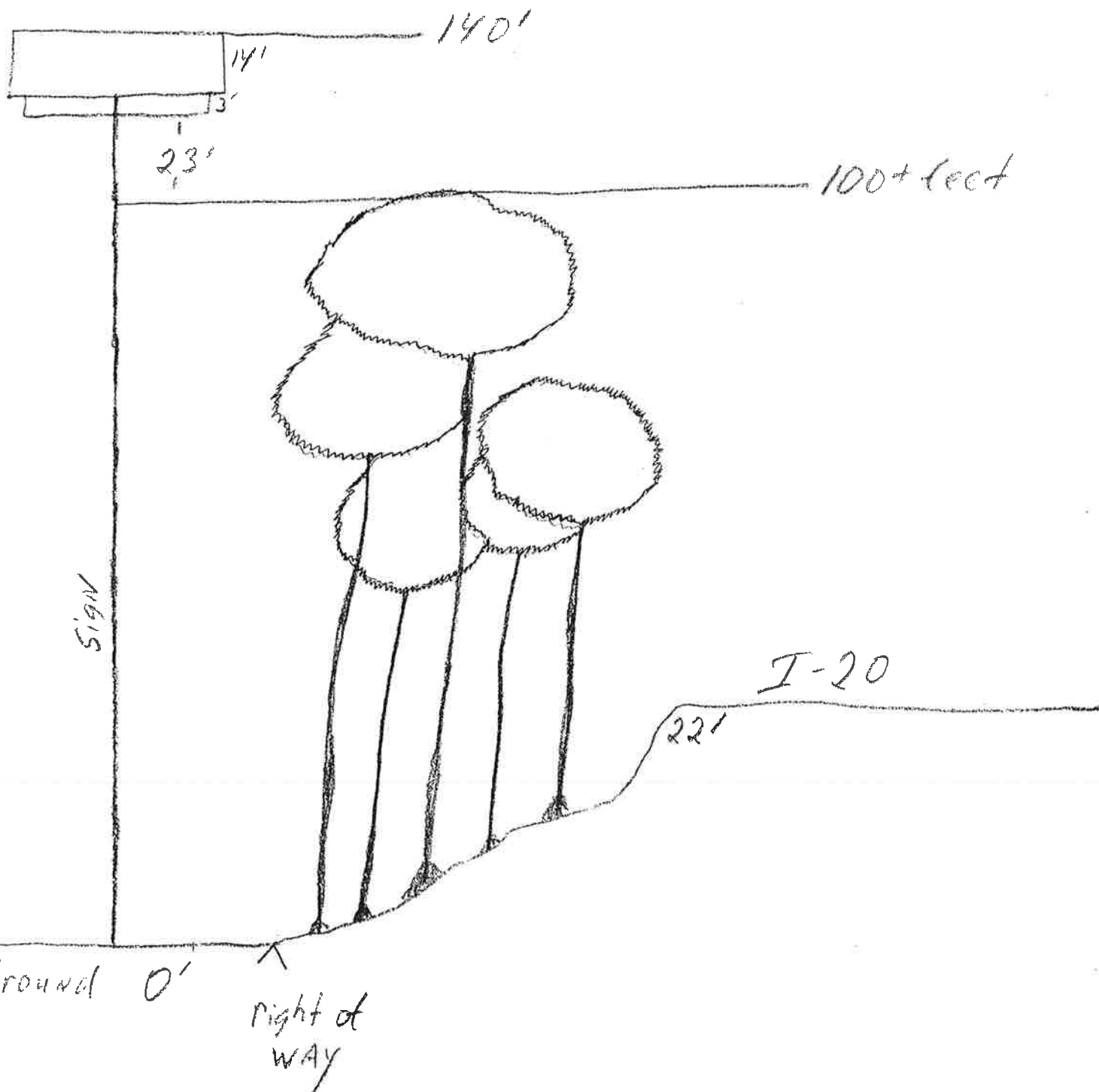
Villa Rica Tourism Board

Carolyn Camp
Chairman

Charles Turner
Rusty Dean
Paul Free
Robyn Young

Villa Rica Georgia
A city of Ethics

92'



**GASTON OUTDOOR
ADVERTISING CO.**

GASTON

105 Shady Valley Ct. • Carrollton, Georgia 30116
770 XXXX 838-0079

July 7, 1999

Mr. Steve Russell;

RE; Proposal of 2 Outdoor Advertising Structures to be located on the City of Villa Ricas property I-20. Complies with present Citys sign ordiance.

September of 1992 I met with Mrs. W.G. (Imogene) Florence and Briton and Ruth Smith regarding the property that now belongs to the City of Villa Rica. At that time all I got accomplished was a Department of Transportation application filled out and staked out the locations. When it was time to mail off the application, The Smiths said (lets not try it right now because we are afraid that the income Mrs Florence would receive from the signs may affect her medicare and possibly cut it off. The Smith's would rather keep in good standing with Medicare than chance it with the income off the signs) It never was mentioned to me that they did not like Outdoor Advertising structures.

After hearing all this I did not purpuse the project anymore until the property was given to the City of Villa Rica.

Sincerely

Allen Gaston
Allen Gaston

2/4/2015

Permit # D0574

B

Attachment # 5 SUMMARY OF TREE VALUES WORKSHEET**N-MPO H****HARDWOODS**

(See Attachment #2 for Existing Tree Counts)

Totals

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value	
4	\$7.38	17	\$125.46	\$1.85		\$0.00	
6	\$10.23	34	\$347.82	\$2.56		\$0.00	
8	\$17.88	23	\$411.24	\$4.47		\$0.00	
10	\$28.08	10	\$280.80	\$7.02		\$0.00	
12	\$34.14	7	\$238.98	\$8.54		\$0.00	
14	\$48.15	5	\$240.75	\$12.04		\$0.00	
16	\$64.74	3	\$194.22	\$16.19		\$0.00	
18	\$83.85	2	\$167.70	\$20.96		\$0.00	
20	\$105.54		\$0.00	\$26.39		\$0.00	
22	\$129.75	2	\$259.50	\$32.44		\$0.00	
24	\$156.54	1	\$156.54	\$39.14		\$0.00	
26	\$185.85	1	\$185.85	\$46.46		\$0.00	
28	\$217.74		\$0.00	\$54.44		\$0.00	
30	\$252.15		\$0.00	\$63.04		\$0.00	
32	\$289.14		\$0.00	\$72.28		\$0.00	
34	\$328.66		\$0.00	\$82.17		\$0.00	
36	\$370.74		\$0.00	\$92.68		\$0.00	Hardwood Total
Total			\$2,608.86			\$0.00	\$2,608.86

PINES/ NON-HARDWOODS

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value	
4	\$4.41	1	\$4.41	\$1.10		\$0.00	
6	\$6.15	3	\$18.45	\$1.54		\$0.00	
8	\$10.74	2	\$21.48	\$2.69		\$0.00	
10	\$16.86	4	\$67.44	\$4.22		\$0.00	
12	\$20.49	4	\$81.96	\$5.12		\$0.00	
14	\$28.89	2	\$57.78	\$7.22		\$0.00	
16	\$38.85	2	\$77.70	\$9.71		\$0.00	
18	\$50.31	4	\$201.24	\$12.58		\$0.00	
20	\$63.33	2	\$126.66	\$15.83		\$0.00	
22	\$77.85	2	\$155.70	\$19.46		\$0.00	
24	\$93.93		\$0.00	\$23.48		\$0.00	
26	\$111.51		\$0.00	\$27.88		\$0.00	
28	\$130.65		\$0.00	\$32.66		\$0.00	
30	\$151.29		\$0.00	\$37.82		\$0.00	Pine Total
Total			\$812.82			\$0.00	\$812.82

Vegetation Management Work on the right of way-----

Minium Initial flat fee of \$500

\$500.00

(Fee includes all removal of vegetation less than (4) inches in diameter in the Target View Zone.)

Total Contributory Value**\$3,921.68**

2/4/2015

Permit # D0574 A B**Attachment # 5 SUMMARY OF TREE VALUES WORKSHEET****N-MPO H****HARDWOODS**

(See Attachment #2 for Existing Tree Counts)

Totals

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value
4	\$7.38	8	\$59.04	\$1.85		\$0.00
6	\$10.23	19	\$194.37	\$2.56		\$0.00
8	\$17.88	32	\$572.16	\$4.47		\$0.00
10	\$28.08	10	\$280.80	\$7.02		\$0.00
12	\$34.14	16	\$546.24	\$8.54		\$0.00
14	\$48.15	10	\$481.50	\$12.04		\$0.00
16	\$64.74	7	\$453.18	\$16.19		\$0.00
18	\$83.85	2	\$167.70	\$20.96		\$0.00
20	\$105.54		\$0.00	\$26.39		\$0.00
22	\$129.75		\$0.00	\$32.44		\$0.00
24	\$156.54		\$0.00	\$39.14		\$0.00
26	\$185.85		\$0.00	\$46.46		\$0.00
28	\$217.74		\$0.00	\$54.44		\$0.00
30	\$252.15		\$0.00	\$63.04		\$0.00
32	\$289.14		\$0.00	\$72.28		\$0.00
34	\$328.66		\$0.00	\$82.17		\$0.00
36	\$370.74		\$0.00	\$92.68		\$0.00
Total			\$2,754.99			\$0.00
						Hardwood Total
						\$2,754.99

PINES/ NON-HARDWOODS

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value
4	\$4.41	2	\$8.82	\$1.10		\$0.00
6	\$6.15	5	\$30.75	\$1.54		\$0.00
8	\$10.74	2	\$21.48	\$2.69		\$0.00
10	\$16.86	1	\$16.86	\$4.22		\$0.00
12	\$20.49	4	\$81.96	\$5.12		\$0.00
14	\$28.89	2	\$57.78	\$7.22		\$0.00
16	\$38.85	1	\$38.85	\$9.71		\$0.00
18	\$50.31	1	\$50.31	\$12.58		\$0.00
20	\$63.33		\$0.00	\$15.83		\$0.00
22	\$77.85		\$0.00	\$19.46		\$0.00
24	\$93.93	1	\$93.93	\$23.48		\$0.00
26	\$111.51		\$0.00	\$27.88		\$0.00
28	\$130.65	1	\$130.65	\$32.66		\$0.00
30	\$151.29		\$0.00	\$37.82		\$0.00
Total			\$531.39			\$0.00
						Pine Total
						\$531.39

Vegetation Management Work on the right of way-----

Minimum initial flat fee of \$500

\$500.00

(Fee includes all removal of vegetation less than (4) inches in diameter in the Target View Zone.)

Total Contributory Value\$3,786.38

02-04-2015

Permit # D0575 A ☒ or B ☐

ATTACHMENT #7

Attachment 8 must be completed prior to submittal. GPS Coordinates in Part 2 and Attachments 2 and 8 of the application must be identical.

To be completed by Applicant:

Name of Applicant or Company: Gaston Outdoor ~~Inc.~~ *Advertising Inc.*

PERMIT # D0575 COUNTY: Carroll

MUNICIPALITY (if applicable): STATE ROUTE NUMBER: 402

LATITUDE / LONGITUDE (in decimal degrees): Lat: 33.724644 / Long: -84.914161

Does the local government allow signs to be lowered? Yes ☐ No ☐

Professional Engineer License or Professional Land Surveyor License

This section is to be completely filled out by the Engineer or Surveyor.

(Height of sign is measured from the base of the sign or crown of the adjacent roadway to which the sign is permitted, whichever is higher.)

I _____ hereby certify the sign height for GDOT permit number
(print name)

_____ is _____ feet.

Sign, stamp and seal here:

_____ Day of _____, 20_____

☐ Initial Sign Height ☐ Final Sign Height (If sign was required to be lowered)

----- Or -----

Local Government Certification for Restrictions on Lowering a Sign

Complete the certification below only when the existing sign listed on the application falls under a local law, ordinance, or regulation that does not allow the sign owner to lower the existing sign. This must be completed prior to application submittal.

I _____, a duly qualified official of the city/county of _____, do hereby certify that I have reviewed the location and description of the outdoor advertising structure described above and on the attached application and find the sign cannot be lowered and remain in compliance with all current local laws, ordinances, or regulations.

This the _____ day of _____, 20_____.

Authorized Official Signature _____ Title _____ Phone Number: _____

02-04-2015

Permit # D0575 A ☐ or B ☒

ATTACHMENT #7

Attachment 8 must be completed prior to submittal. GPS Coordinates in Part 2 and Attachments 2 and 8 of the application must be identical.

To be completed by Applicant:

Name of Applicant or Company: Gaston Outdoor Media, LLC Advertising Inc.

PERMIT # D0575 COUNTY: Carroll

MUNICIPALITY (if applicable): _____ STATE ROUTE NUMBER: 402

LATITUDE / LONGITUDE (in decimal degrees) : Lat: 33.724644 / Long: -84.914161

Does the local government allow signs to be lowered? Yes ☐ No ☐

Professional Engineer License or Professional Land Surveyor License

This section is to be completely filled out by the Engineer or Surveyor.

(Height of sign is measured from the base of the sign or crown of the adjacent roadway to which the sign is permitted, whichever is higher.)

I _____ hereby certify the sign height for GDOT permit number
(print name)

_____ is _____ feet.

Sign, stamp and seal here:

_____ Day of _____, 20____

☐ Initial Sign Height ☐ Final Sign Height (If sign was required to be lowered)

_____ Or _____

Local Government Certification for Restrictions on Lowering a Sign

Complete the certification below only when the existing sign listed on the application falls under a local law, ordinance, or regulation that does not allow the sign owner to lower the existing sign. This must be completed prior to application submittal.

I _____, a duly qualified official of the city/county of _____, do hereby certify that I have reviewed the location and description of the outdoor advertising structure described above and on the attached application and find the sign cannot be lowered and remain in compliance with all current local laws, ordinances, or regulations.

This the _____ day of _____, 20____.

Authorized Official Signature Title Phone Number: _____

2/4/2015

Permit # D0575 A (B)

Attachment # 5 SUMMARY OF TREE VALUES WORKSHEET**N-MPO H****HARDWOODS**

(See Attachment #2 for Existing Tree Counts)

Totals

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value	
4	\$7.38	2	\$14.76	\$1.85		\$0.00	
6	\$10.23	11	\$112.53	\$2.56		\$0.00	
8	\$17.88	5	\$89.40	\$4.47		\$0.00	
10	\$28.08	7	\$196.56	\$7.02	1	\$7.02	
12	\$34.14	10	\$341.40	\$8.54		\$0.00	
14	\$48.15	1	\$48.15	\$12.04		\$0.00	
16	\$64.74	1	\$64.74	\$16.19		\$0.00	
18	\$83.85	3	\$251.55	\$20.96		\$0.00	
20	\$105.54		\$0.00	\$26.39		\$0.00	
22	\$129.75		\$0.00	\$32.44		\$0.00	
24	\$156.54		\$0.00	\$39.14		\$0.00	
26	\$185.85		\$0.00	\$46.46		\$0.00	
28	\$217.74		\$0.00	\$54.44		\$0.00	
30	\$252.15		\$0.00	\$63.04		\$0.00	
32	\$289.14		\$0.00	\$72.28		\$0.00	
34	\$328.66		\$0.00	\$82.17		\$0.00	
36	\$370.74		\$0.00	\$92.68		\$0.00	
Total			\$1,119.09			\$7.02	Hardwood Total
						\$1,126.11	

PINES/ NON-HARDWOODS

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value	
4	\$4.41		\$0.00	\$1.10		\$0.00	
6	\$6.15		\$0.00	\$1.54		\$0.00	
8	\$10.74		\$0.00	\$2.69		\$0.00	
10	\$16.86		\$0.00	\$4.22		\$0.00	
12	\$20.49		\$0.00	\$5.12		\$0.00	
14	\$28.89		\$0.00	\$7.22		\$0.00	
16	\$38.85		\$0.00	\$9.71		\$0.00	
18	\$50.31		\$0.00	\$12.58		\$0.00	
20	\$63.33		\$0.00	\$15.83		\$0.00	
22	\$77.85		\$0.00	\$19.46		\$0.00	
24	\$93.93		\$0.00	\$23.48		\$0.00	
26	\$111.51		\$0.00	\$27.88		\$0.00	
28	\$130.65		\$0.00	\$32.66		\$0.00	
30	\$151.29		\$0.00	\$37.82		\$0.00	
Total			\$0.00			\$0.00	Pine Total
						\$0.00	

Vegetation Management Work on the right of way-----

Minium Initial flat fee of \$500

\$500.00

(Fee includes all removal of vegetation less than (4) inches in diameter in the Target View Zone.)

Total Contributory Value

\$1,626.11

2/4/2015

Permit # D0575 (A) B

Attachment # 5 SUMMARY OF TREE VALUES WORKSHEET**N-MPO H****HARDWOODS**

(See Attachment #2 for Existing Tree Counts)

Totals

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value
4	\$7.38	12	\$88.56	\$1.85		\$0.00
6	\$10.23	10	\$102.30	\$2.56		\$0.00
8	\$17.88	11	\$196.68	\$4.47		\$0.00
10	\$28.08	2	\$56.16	\$7.02		\$0.00
12	\$34.14	4	\$136.56	\$8.54		\$0.00
14	\$48.15		\$0.00	\$12.04		\$0.00
16	\$64.74	1	\$64.74	\$16.19		\$0.00
18	\$83.85		\$0.00	\$20.96		\$0.00
20	\$105.54		\$0.00	\$26.39		\$0.00
22	\$129.75		\$0.00	\$32.44		\$0.00
24	\$156.54		\$0.00	\$39.14		\$0.00
26	\$185.85		\$0.00	\$46.46		\$0.00
28	\$217.74		\$0.00	\$54.44		\$0.00
30	\$252.15		\$0.00	\$63.04		\$0.00
32	\$289.14		\$0.00	\$72.28		\$0.00
34	\$328.66		\$0.00	\$82.17		\$0.00
36	\$370.74		\$0.00	\$92.68		\$0.00
Total			\$645.00			\$0.00
						Hardwood Total
						\$645.00

PINES/ NON-HARDWOODS

Tree Dia. (Class)	Removal Value from Appendix B-2	Number of Trees to be removed	Removal Value	Pruning Value from Appendix B-2	Number of Trees to be Pruned	Pruning Value
4	\$4.41		\$0.00	\$1.10		\$0.00
6	\$6.15		\$0.00	\$1.54		\$0.00
8	\$10.74		\$0.00	\$2.69		\$0.00
10	\$16.86		\$0.00	\$4.22		\$0.00
12	\$20.49		\$0.00	\$5.12		\$0.00
14	\$28.89		\$0.00	\$7.22		\$0.00
16	\$38.85		\$0.00	\$9.71		\$0.00
18	\$50.31		\$0.00	\$12.58		\$0.00
20	\$63.33		\$0.00	\$15.83		\$0.00
22	\$77.85		\$0.00	\$19.46		\$0.00
24	\$93.93		\$0.00	\$23.48		\$0.00
26	\$111.51		\$0.00	\$27.88		\$0.00
28	\$130.65		\$0.00	\$32.66		\$0.00
30	\$151.29		\$0.00	\$37.82		\$0.00
Total			\$0.00			\$0.00
						Pine Total
						\$0.00

Vegetation Management Work on the right of way-----

Minium Initial flat fee of \$500

\$500.00

(Fee includes all removal of vegetation less than (4) inches in diameter in the Target View Zone.)

Total Contributory Value**\$1,145.00**

02-04-2016

Permit # 08978

A ☒ or B ☐**ATTACHMENT #7**

Attachment 8 must be completed prior to submittal. GPS Coordinates in Part 2 and Attachments 2 and 8 of the application must be identical.

To be completed by Applicant:

Name of Applicant or Company: Clear Channel Outdoor / Bryan Gaylor

PERMIT # 08978 COUNTY: Fulton

MUNICIPALITY (If applicable): Union City

STATE ROUTE NUMBER: 403

LATITUDE / LONGITUDE (in decimal degrees) : Lat: 33.5707 / Long: -84.5293

Does the local government allow signs to be lowered? Yes ☐ No ☒**Professional Engineer License or Professional Land Surveyor License**

This section is to be completely filled out by the Engineer or Surveyor.

(Height of sign is measured from the base of the sign or crown of the adjacent roadway to which the sign is permitted, whichever is higher.)

I _____ hereby certify the sign height for GDOT permit number _____
(print name)
_____ is _____ feet.

Sign, stamp and seal here:

_____ Day of _____, 20____

☐ Initial Sign Height ☐ Final Sign Height (If sign was required to be lowered)

Or

Local Government Certification for Restrictions on Lowering a SignComplete the certification below only when the existing sign listed on the application falls under a local law, ordinance, or regulation that does not allow the sign owner to lower the existing sign. This must be completed prior to application submittal.I, Nicole Dziel, a duly qualified official of the city/county of Union City, do hereby certify that I have reviewed the location and description of the outdoor advertising structure described above and on the attached application and find the sign cannot be lowered and remain in compliance with all current local laws, ordinances, or regulations.This the 1 day of Jan, 2016is non conforming and

Authorized Official Signature

Title

Phone Number: 770-515-9982

Permit # 6293 A ☒ or B ☐

Attachment 8 must be completed prior to submittal. GPS Coordinates in Part 2 and Attachments 2 and 8 of the application must be identical.

Name of Applicant or Company: Clear Channel Outdoor, Inc.

PERMIT # 6293 COUNTY: Fullon

MUNICIPALITY (if applicable): East Point STATE ROUTE NUMBER: 403

LATITUDE / LONGITUDE (in decimal degrees) : Lat: 33.660556 / Long: -84.430833

Does the local government allow signs to be lowered? Yes ☐ No ☐

This section is to be completely filled out by the Engineer or Surveyor.

I _____ hereby certify the sign height for GDOT permit number _____
(print name)
is _____ feet.

Day of _____, 20____

☐ Initial Sign Height ☐ Final Sign Height (If sign was required to be lowered)

..... Or

Complete the certification below only when the existing sign listed on the application falls under a local law, ordinance, or regulation that does not allow the sign owner to lower the existing sign. This must be completed prior to application submittal.

I, Genevsa Elias, a duly qualified official of the city/county of EAST POINT, do hereby certify that I have reviewed the location and description of the outdoor advertising structure described above and on the attached application and find the sign cannot be lowered and remain in compliance with all current local laws, ordinances, or regulations.

This/the 8TH day of OCTOBER, 2015

Authorized Official Signature

Drederick T. Langford
Title

Phone Number: (4) 270-7026

Permit # A1981 A ☐ or B ☒

Attachment 8 must be completed prior to submittal. GPS Coordinates in Part 2 and Attachments 2 and 8 of the application must be identical.

Name of Applicant or Company: Clear Channel Outdoor

PERMIT # A1981 COUNTY: Cobb

MUNICIPALITY (if applicable): Marietta STATE ROUTE NUMBER: 407

LATITUDE / LONGITUDE (in decimal degrees) : Lat: 33.940077 / Long: -84.501414

Does the local government allow signs to be lowered? Yes ☐ No ☒

This section is to be completely filled out by the Engineer or Surveyor.

I _____ hereby certify the sign height for GDOT permit number _____
(print name)
is _____ feet.

Sign, stamp and seal here:

Day of _____, 20____

☐ Initial Sign Height ☐ Final Sign Height (If sign was required to be lowered)

Or

Local Government Certification for Restrictions on Lowering a Sign

Complete the certification below only when the existing sign listed on the application falls under a local law, ordinance, or regulation that does not allow the sign owner to lower the existing sign. This must be completed prior to application submittal.

I, RUSTY ROTH, a duly qualified official of the city/county of MARIETTA, do hereby certify that I have reviewed the location and description of the outdoor advertising structure described above and on the attached application and find the sign cannot be lowered and remain in compliance with all current local laws, ordinances, or regulations.

This the 26TH day of OCTOBER, 2015.

Rusty Roth PLANNING & ZONING MANAGER Phone Number: 770-794-5670
Authorized Official Signature Title

ATTACHMENT #7

Attachment 8 must be completed prior to submittal. GPS Coordinates in Part 2 and Attachments 2 and 8 of the application must be identical.

To be completed by Applicant:Name of Applicant or Company: Gaston Outdoor ~~Media~~ *Advertising Inc*

PERMIT # D0574 COUNTY: Carroll

MUNICIPALITY (if applicable): STATE ROUTE NUMBER: 402

LATITUDE / LONGITUDE (in decimal degrees) : Lat: 33.725011 / Long: -84.912483

Does the local government allow signs to be lowered? Yes ☐ No ☐**Professional Engineer License or Professional Land Surveyor License**

This section is to be completely filled out by the Engineer or Surveyor.

(Height of sign is measured from the base of the sign or crown of the adjacent roadway to which the sign is permitted, whichever is higher.)

I _____ hereby certify the sign height for GDOT permit number
(print name)

_____ is _____ feet.

Sign, stamp and seal here:

_____ Day of _____, 20_____

☐ Initial Sign Height ☐ Final Sign Height (If sign was required to be lowered)

----- Or -----

Local Government Certification for Restrictions on Lowering a SignComplete the certification below only when the existing sign listed on the application falls under a local law, ordinance, or regulation that does not allow the sign owner to lower the existing sign. This must be completed prior to application submittal.I _____, a duly qualified official of the city/county of _____,
do hereby certify that I have reviewed the location and description of the outdoor advertising structure described above and on the attached application and find the sign cannot be lowered and remain in compliance with all current local laws, ordinances, or regulations.

This the _____ day of _____, 20_____.

Authorized Official Signature Title Phone Number: _____

ATTACHMENT #7

Attachment 8 must be completed prior to submittal. GPS Coordinates in Part 2 and Attachments 2 and 8 of the application must be identical.

To be completed by Applicant:Name of Applicant or Company: Gaston Outdoor Media ~~LLC~~ *Advertising Inc*

PERMIT # D0574 COUNTY: Carroll

MUNICIPALITY (if applicable): STATE ROUTE NUMBER: 402

LATITUDE / LONGITUDE (in decimal degrees) : Lat: 33.725011 / Long: -84.912483

Does the local government allow signs to be lowered? Yes ☐ No ☐**Professional Engineer License or Professional Land Surveyor License**

This section is to be completely filled out by the Engineer or Surveyor.

(Height of sign is measured from the base of the sign or crown of the adjacent roadway to which the sign is permitted, whichever is higher.)

I _____ hereby certify the sign height for GDOT permit number
(print name)

_____ is _____ feet.

Sign, stamp and seal here:

_____ Day of _____, 20____

☐ Initial Sign Height ☐ Final Sign Height (If sign was required to be lowered)

----- Or -----

Local Government Certification for Restrictions on Lowering a SignComplete the certification below only when the existing sign listed on the application falls under a local law, ordinance, or regulation that does not allow the sign owner to lower the existing sign. This must be completed prior to application submittal.I _____, a duly qualified official of the city/county of _____,
do hereby certify that I have reviewed the location and description of the outdoor advertising structure described above and on the attached application and find the sign cannot be lowered and remain in compliance with all current local laws, ordinances, or regulations.

This the _____ day of _____, 20____.

Authorized Official Signature Title Phone Number: _____

Dobbs

Selective Structures LLC

811 East Avenue
Athens, Tennessee 37303

Phone (800) 459-6670
Fax (423) 745-5811

PROPOSAL SUBMITTED TO:

Mr. Allen Gaston
Gaston Outdoor Advertising, Inc.
P.O. Box 648
Carrollton, Georgia 30112

SPECIFY JOB & DATE:

REVISION (2) DATE: July 20, 2017
FOB: Athens, Tennessee
TO: Villa Rica, Georgia
Location: west of Harper Street

WE HEREBY SUBMIT OUR PROPOSAL TO: Fabricate, deliver, take down existing head section and re- install the following per your specifications:

CONTRACT DESCRIPTION: Selective to provide new upper column to lower customer's existing 14' x 48' center mounted structure with 20' vee from 145' over-all to 91' over-all height.

Upper column with head plate, 2 insert rings and a cover ring
20' ladder
Bolts
Primed and painted per your specifications
Delivery to job site
Take down existing head section
Installation of materials listed above with re-installation of head section
Re-wire sign

26,241.00
4,000.00 (electrical)
1,500.00 (clear for crane)
\$31,741.00

REVISION (2) CONTRACT PRICE \$26,241.00 (plus applicable sales tax)

Selective reserves the right to requote any ordered unit on hold for longer than 10 days that has not been fabricated. Units put on hold following fabrication will be subject to a storage charge and invoiced (less installation) after thirty days from scheduled delivery date.

Please note if any changes are made following execution of this contract that result in the need for additional engineering, the cost will be passed to the customer during final invoicing.

The delivery of this structure is quoted based on easy site access. No allowance is made for poor road conditions or poor site conditions such as trees, undergrowth or clearance of natural waters. It is the customer's responsibility to provide corrective measures to assure easy site access before delivery. Additional equipment or materials required to achieve easy site access is the sole responsibility of the customer.

Sign to be built in accordance with provided certified engineering specifications and blue prints. Price does not include wet drill, taxes, permits, union costs or any other miscellaneous fees connected with this project.

Please note, this sign has not been quoted, engineered or designed for structure modifications such as the addition of tri-vision units (unless specifically noted above) or additional wind loaded areas such as additional faces or permanent face extension such as cut-outs.

The addition of these structural components during or after installation could negatively impact sign members including, but not limited to, torsion bar and/or cantilever, if applicable. Please contact us if you know you will be modifying this sign right now, or in the future, for re-quoting. If you decide to modify this unit after installation, please contact Selective Structures or the engineer of record for advice on retrofitting this sign to safely add these components.

City of Villa Rica

Selective Structures LLC

811 East Avenue
Athens, Tennessee 37303

Phone (800) 459-6670
Fax (423) 745-5811

PROPOSAL SUBMITTED TO:

Mr. Allen Gaston
Gaston Outdoor Advertising, Inc.
P.O. Box 648
Carrollton, Georgia 30112

SPECIFY JOB & DATE:

REVISION (2) DATE: July 20, 2017
FOB: Athens, Tennessee
TO: Villa Rica, Georgia
Location: : 500' east of Harper Street

WE HEREBY SUBMIT OUR PROPOSAL TO: Fabricate, deliver, take down existing head section and re-install the following per your specifications:

CONTRACT DESCRIPTION: Selective to provide "drop in spool" to lower customer's existing 14' x 48' center mounted structure with 20' vee from 145' over-all to 92' over-all height.

Drop in spool with head plate, cover ring and 2 insert rings
Primed and painted per your specifications
Delivery to job site
Bolts
Take down existing head section
Installation of materials listed above with re-installation of head section
Re-wire sign

~~\$22,175.00~~
4,000.00 (electrical)
1,500.00 (clean up crane)
~~\$27,675.00~~

REVISION (2) CONTRACT PRICE: \$22,175.00 (plus applicable sales tax)

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Seasonal Workers to Replace Douglas County Inmate Crew

AGENDA DATE: 05/01/2018 **DATE PREPARED:** 04/24/2018

PREPARED BY: Tom Barber

AMOUNT: The proposed amendment to the General Fund budget will be budget neutral
GL ACCOUNT #: various, detailed below

PURPOSE: To modify the 2018 budget to create positions for three seasonal workers and three full-time code enforcement officers, and to abolish three part-time positions.

BACKGROUND: The Douglas County Sheriff is currently short-staffed and unable to provide a guard to supervise the six-man Douglas County inmate crew. Seasonal workers are therefore needed as partial replacements to assist with grounds maintenance during the remainder of the budget year. Therefore, I would like to hire three seasonal workers through the end of September, with each working 40 hours per week with no benefits.

Secondly, our code enforcement efforts using three part-time employees have proven to be inadequate. Commercial and residential development has also picked up, requiring additional soil and erosion control inspections. Therefore, I would like to abolish the three part-time positions and create three full-time positions with benefits. Our current employees will be encouraged to apply for the full-time positions.

These additional expenses can be covered by reducing the amount budgeted for the inmate crew and by adding to the Building Permit revenue account.

STAFF RECOMMENDATION: To add \$53,300 in revenue to Building Permits, account 100-323100. To add \$34,000 in expense to Salaries, account 100-4210-511100 and \$2,600 in Payroll Taxes, account 100-4210-512200 in the Street Department. To add \$14,000 in expense to Salaries, account 100-7450-511100 and \$1,100 in Payroll Taxes, account 100-7450-512200 and \$9,000 in Health Insurance, account 100-7450-512100 and \$2,300 in Retirement, account 100-7450-512400 and \$900 in 457 Contribution, account 100-7450-512500, all in Code Enforcement. To deduct \$10,600 in expense in the Bootcamp account, 100-4910-523960.

IMPACT: Maintenance capacity will need to be monitored as we drop from six inmates to three seasonal workers. Code enforcement and erosion control efforts should increase significantly.

MOTION: I move that we amend the 2018 budget as recommended.



CITY OF VILLA RICA

City Council Packet

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH JAZMIN JACKSON

CITY COUNCIL DATE: May 1, 2018

DATE: April 26, 2018

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: \$35.00 per hour

FUNDING SOURCE: General Fund – Community Development

PURPOSE: To approve a professional services agreement with Jazmin Jackson to provide GIS services.

BACKGROUND: The City has created or obtained numerous databases to generate maps and to visually display pipes, roads, and other infrastructure using ARCGIS, a Geographical Information System (GIS). Recent attempts to use the information have revealed many shortcomings in the data due to entry error, lack of timely updates, etc. The City needs someone to work with staff to get these files up-to-date. Jazmin was referred to us by Michael Knotts, who worked with us in last 2017. We would like to utilize her GIS skills on an as-needed basis while she job hunts in Atlanta. She is available effective Monday, May 7.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the City Manager to enter into a Professional Services Agreement with Michael Knotts to provide GIS services.

MOTION: I move that the City Council authorize the City Manager to approve a Professional Services Agreement with Jazmin Jackson for \$35 per hour to provide the City with GIS services.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Lighting on Bridge Over I-20 at Highway 61

AGENDA DATE: 05/01/2018

DATE PREPARED: 04/26/2018

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To determine how to proceed with a lighting project at exit 24 where Highway 61 crosses I-20.

BACKGROUND: The City has applied with GDOT to install lighting on the bridge where Highway 61 crosses I-20. GDOT staff support the request and have given us three options.

STAFF RECOMMENDATION: Staff recommends that we ask GDOT to design and construct the lighting improvements, following GDOT's suggestion in item 2 of the attached document.

IMPACT: The City will be responsible for the cost of electricity and maintenance of the installed lighting. Not only should additional lighting reduce the number of vehicular accidents on the bridge but should also provide an economic boost to businesses along the Highway 61 corridor.

MOTION: I move that we ask GDOT to program the lighting project in the upcoming STIP.



February 27, 2018

Mr. Jeff Reese, Mayor
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

RE: I-20 @ SR 61 (Exit 24) Interchange Lighting within City of Villa Rica

Dear Mayor Reese,

We received your letter dated February 6, 2018, requesting lighting for the I-20 and State Route 61 interchange. We have evaluated standard warranting conditions defined in the AASHTO Roadway Lighting Guide and agree that lighting would provide substantial benefit at this interchange. Listed below are the three alternative methods that can be used for installing lighting at this location.

1. GDOT utilizes its annual Lump Sum Lighting Program funds to cover costs for design in FY 2019 and construction beginning in FY 2022. The Department will be responsible for preliminary engineering/design, construction, and materials. The City of Villa Rica will be responsible for the energy, operation, and maintenance of the lighting system.
2. The City writes a letter to the GDOT Director of Planning, Mr. Jay Roberts, and requests a project be programmed in the Statewide Transportation Improvement Program (STIP). This project will cover both design and construction. The project funding year will be determined based on projects currently in the STIP. The Department will be responsible for preliminary engineering/design, construction, and materials. The City of Villa Rica will be responsible for the energy, operation, and maintenance of the lighting system.
3. The City of Villa Rica will design and construct the new lighting system. Lighting photometrics and construction plans will need to be submitted to GDOT for review and approval. This will also require the City of Villa Rica to obtain a GDOT Utility Permit.

All three methods above require compliance with AASHTO and IES lighting guidelines, compliance with GDOT standards for "qualified products", and commitment from the City of Villa Rica (by formal agreement) to fund future energy, operation and maintenance costs..

The Office of Design Policy & Support has prepared a preliminary cost estimate (see attached) for a LED lighting system consisting of 50' lighting standards and several high mast towers for the interchange.

We request that you consider the three alternative methods listed in this letter and follow back up with us to confirm. We are also more than willing to meet with you at the proposed project site to discuss the methods in more detail.

If you have any questions, please feel free to contact Robert Graham of our Roadway Lighting Group at (404) 631-1684.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent A. Story", followed by a long horizontal line extending to the right.

Brent A. Story, P.E.
State Design Policy Engineer

BAS:DGP:RLG:tpc
Attachment

Cc: Sam Welborn, Transportation Board Member, Congressional District 3
Russell R. McMurry, P.E., Commissioner
Hiral Patel, P.E., Director of Engineering
Curtis Dewayne Comer, District 6 Engineer

GDOT Engineering Division
Office of Design Policy & Support

I-20 at SR 61 Full Interchange Lighting

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
LIGHT TOWER, STEEL, 100 FT MH, INCL LOWERING EQUIPMENT	2	\$30,000	\$60,000
HIGH LEVEL LUMINAIRE, LED	12	\$1,500	\$18,000
LIGHTING STD, 50 FT MH, 15 FT ARM	78	\$3,500	\$273,000
LUMINAIRE, TP 3, LED	78	\$800	\$62,400
CABLE, TP XHHW, AWG NO 10	900	\$2	\$1,800
CABLE, TP XHHW, AWG NO 4	23145	\$4	\$92,580
CABLE, TP XHHW, AWG NO 2	300	\$5	\$1,500
CONDUIT, NONMETL, TP 2, 1 IN	300	\$4	\$1,200
CONDUIT, NONMETL, TP 2, 2 IN	20125	\$5	\$100,625
UNDERPASS LUMINAIRE, LED	8	\$2,000	\$16,000
DIRECTIONAL BORE	2500	\$15	\$37,500
MAIN SERVICE PICK UP POINT	1	\$20,000	\$20,000
ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	10	\$1,500	\$15,000
ELECTRICAL JUNCTION BOX, GALVANIZED, 12" x 10" x 6"	2	\$1,500	\$3,000
MISC ROADWAY ITEMS, SUCH AS GUARDRAIL	1	\$100,000	\$100,000
TREE REMOVAL	1	\$100,000	\$100,000
		10% Contingency:	\$90,260
		TOTAL:	\$992,865



City of Villa Rica

Mayor Jeff Reese • Shirley Marchman • Verland Best • Leslie McPherson • Gil McDougal • Danny Carter

February 6, 2018

RECEIVED

FEB - 9 2018

COMMISSIONER'S OFFICE

Russell R. McMurray, P.E., Commissioner
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

Dear Commissioner McMurray:

Please accept this letter as a formal request to the Georgia Department of Transportation for the installation of lighting at the interchange of I-20 and State Route 61 (Exit 24) in the City of Villa Rica in Carroll County.

The city will assume responsibility for the electric bill for the lights upon installation by the Georgia Department of Transportation.

We believe that GDOT's provision of lighting will improve the visibility and safety of the interchange and make it much easier to navigate at night. The lighting will also help economic development as they could encourage more motorists to stop and shop at businesses in the area.

Thank you for your consideration of this matter. If you require additional information regarding this request please contact me at (678) 634-8390 or via mail: Attn: Jeff Reese, City of Villa Rica, 571 W. Bankhead Highway, Villa Rica, Georgia 30180 or via email: jreese@villarica.org.

Sincerely,


Jeff Reese
Mayor, City of Villa Rica

