

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, May 3, 2021

6:30 PM

Teleconference

Link to join Webinar

<https://zoom.us/j/94749695914>

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

- A. **Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. **Invocation**
- C. **Pledge of Allegiance to the Flag of the United States of America**
- D. **Roll Call (recorded)**
- E. **Presentation of previous meetings minutes for acceptance**
[21-6139](#) Approval of Previous Meeting Minutes

[Mayor and Council - Regular Meeting - Apr 5, 2021 6:30 PM](#)

[Special Called Meeting - Special Meeting - Apr 19, 2021 6:30 PM](#)

[Policy Work Session - Regular Meeting - Apr 19, 2021 6:30 PM](#)

- F. **Set agenda as presented for scheduled meeting.**
[21-6138](#) Acceptance of the Agenda
- G. **Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
[21-6140](#) Important Announcements And

The Mayor and Council will be joined by Dr. Audrey Arona, District Health Director, and CEO of Gwinnett, Newton, and Rockdale County Health Departments who will present critical information and updates regarding COVID-19.

- H. **Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**

PH. Public Hearings

[21-6111](#) Text2021-001

Various text amendments to the City's Unified Development Ordinance.

[TEXT2021-001 April 2021 PWS](#)

J. Reports of the Mayor and Councilmembers

a. General Announcements

MAY CALENDAR OF EVENTS

Please remember to wear a mask and social distance at all in-person events.

Norcross Community Market (Drive-through)

Place orders at NCMonlinestore.com each week between Sunday (9 a.m.) and Thursday (5 p.m.). Then collect purchase on Saturday between 9 and 11 a.m. at City Hall.

Norcross High School AP/IB Art Showcase Opening Reception

Thursday, May 6 | 5:00 - 7:00 p.m. | The Rectory | Exhibit available through May 14; call 678.421.2049 for entry.

Summer Concert Series: Voltage Brothers

Friday, May 28 | 7:30 - 9:30 p.m. | Thrasher Park

Other Upcoming Events to Look Forward To:

The 2021 Summer Events Lineup is now available! Go to norcrossga.net and click "Summer Lineup" under the Community Spotlight.

K. Board Appointments

[21-6133](#)

Board Appointment - Discovery Garden Park Board

L. Approval of Consent Agenda

M. Items for Discussion

1. [21-6116](#)

Cyber and Information Security – IT Risk Assessment

Approval of funding to begin the steps necessary to perform an IT Gap Analysis by engaging VC3, a GMA subsidiary.

[Agenda Report Privacy and InfoSec 2021](#)

[April Agenda Item Deck - Gap Analysis](#)

[Generic Proof-of-Coverage VC3-Inc \(1\) \(1\)](#)

[Security Gap Analysis WorkOrder Norcross](#)

[VC3 Master Services Agreement - City of Norcross GA](#)

2. [21-6114](#)

Award of Compensation Salary Study and Survey for Employees and Elected Officials

A request to award a contract to the Evergreen Solutions for a compensation salary study and survey covering City of Norcross positions and elected officials.

[Agenda Item - Compensation Salary Study and Survey](#)

[Evergreen Company-Proposal - RFP No. HRD21-01 Compensation Salary Study](#)

3. [21-6129](#) **Purchase of Courtroom Camera System**

Approve purchase of a courtroom camera system from Solutions2 at a cost of \$7,977.00 funded from an appropriation from the Motor Vehicle Rental Fund.

[Agenda Item - Courtroom Cameras updated](#)
[Norcross City Hall -SOLUTIONS2 - Camera Quote 1979](#)
[Budget Amendment - Court Camera System](#)
4. [21-6120](#) **The Recycling Partnership Feet on the Street Program**

Consideration of entering into a \$15,000 grant agreement and scope of work with The Recycling Partnership for a "Feet on the Street" program to improve residential recycling contamination rates in the City of Norcross.

[Agenda Report](#)
[TRP Scope of Work and Contract](#)
5. [21-6119](#) **CDBG Application Proposal for FY22 Funds**

Public Works, Utilities, & Parks is seeking approval of the completion and submittal of the FY2022 online CDBG application available on Gwinnett County's website for available funds awarded through the United States of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) to cities providing valuable services in Gwinnett County to support Community development, affordable housing, and homelessness initiatives.

[Memo - FY2022 CDBG Application](#)
6. [21-6117](#) **Johnson Dean Park Phase 2**

Public Works, Utilities, and Parks Department received three quotes for Johnson Dean Park in 2018 for design and construction documents. These quotes are no longer valid. We are asking for approval to move forward with obtaining new quotes for consideration for the 2021/2022 budget process.

[Memo - Johnson Dean Design & Construction Docs](#)
[Professional Services Quotes Johnson Dean](#)
7. [21-6130](#) **Resolution of the Mayor and Council Expressing Their Condemnation Of Hate Crimes, Discrimination, and Racism in All Forms**

A Resolution of the Mayor and City Council expressing their condemnation of Hate Crimes, Discrimination, and Racism in All Forms.

[Res - Condemnation of Hate Crimes, Discrimination, Racism in all Forms](#)
8. [21-6143](#) **Giles Street Right of Way**

A resolution for the abandonment and acceptance of bid for the sale of Giles Street and its Right of Way.

[Resolution for the abandonment and acceptance of bid for sale of Giles Street.2021.04.29](#)
[Giles Street Bid Docs April 26 2021](#)

- N. Adjourn in memory of**
- O. Adjourn to Executive Session for Personnel, Real Estate or Legal**
- P. Signed by_____ Mayor Craig Newton**
- Q. Attest:_____ Monique Lang, City Clerk**



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **BRUCE GAYNOR** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6139	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion

A motion to Approve/Deny the April 5th Regular Council Meeting Minutes and Executive Session, April 19th Special Called Meeting, and April 19th Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, April 5, 2021

6:30 PM

Teleconference

Meeting Recordings

<https://zoom.us/rec/share/IH4HBabA2qqurlqvBCv2W7YLOF88tMDfkjhuoNmNsIMdD5FwF6Jo3E1yf7wOchBl.I57Dw8es4uOwpjSi?startTime=1617661821000>

https://zoom.us/rec/share/sozApB3B43Ov8elQ3HQsBapWx9amk3RIqyTy1BLtITuQ_Gp0z170tlpbWPe1ymV8.h3wQ5Qqs_FJsZNIx?startTime=1617672882000

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Apr 5, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- C. Pledge of Allegiance to the Flag of the United States of America
- D. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:30 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance

21-6106: Approval of Previous Meeting Minutes

Motion

A motion to Approve the March 1st Regular Council Meeting Minutes, the March 15th Policy Work Session and Executive Session, and the March 17th Special Called Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Mayor and Council - Regular Meeting - Mar 1, 2021 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Policy Work Session - Regular Meeting - Mar 15, 2021 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Special Called Meeting - Special Meeting - Mar 17, 2021 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Minutes Acceptance: Minutes of Apr 5, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

F. Set agenda as presented for scheduled meeting.**21-6107: Acceptance of the Agenda****Motion**

A motion to Accept the amended Agenda as Presented with the following items being moved to discussion:

21-6081 : LiveNorcross Program

21-6084 : Street Racing Ordinance

21-6085 : Financial Advisor Contract

21-6052 : Norcross Distillery Ordinance Proposal

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Agenda Item added from the Floor for Discussion**21-6113 : Giles Street Right of Way**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Arlene Beckles, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Agenda Items added from Executive Session Discussion**21-6110 : Board Appointment - Norcross Public Arts Commission****21-6131 : West Peachtree Street City-Owned Property**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**21-6108: Important Announcements and Updates Regarding COVID-19**

RESULT:	PRESENTED BY DR. ARONA
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H. Floor Open to Citizens Desiring to Address the Governing Authority

- a. Comments by Citizens
- b. Comments by Council
- c. Comments by City Manager

PH. Public Hearings**21-6014: REZ2020-0002 Hunt Beutell PRD****Motion**

A motion to Approve a request for a rezoning from R-75 to PRD for a new 27 lot single family residential development (23 new units and 4 existing units) between Hunt Street and Beutell Street with the following conditions:

1. The PRD zoning designation shall be restricted to only single family primary uses and allowable home occupations and accessory uses;
2. The property shall be developed in general conformance with the site plan dated 12/23/2020 and shall include 10 foot setbacks from exterior property boundaries and a minimum building separation of 7 feet;
3. In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 27 single family units;
4. The applicant shall install off-street parking or a shoulder near the mail kiosk;
5. The applicant shall relocate driveways of Lots 2 and 3 to be farther from the entrance of the proposed neighborhood subject to the approval of the City Engineer;
6. The applicant shall relocate driveway of Lot 27 to the private drive subject to the approval of the City Engineer;
7. The applicant shall install curb and gutter along the frontage of the new development on Hunt Street and Beutell Street;
8. The applicant shall make a contribution in the amount of \$575/unit to the City sidewalk fund to mitigate increased pedestrian traffic from the development onto the unimproved sections of both Hunt and Beutell Streets. The City shall prepare to program these future sidewalk improvements. Payment shall be made prior to issuance of first Certificate of Occupancy or with each issued building permit;
9. All common areas, including but not limited to streets and storm water systems, shall be maintained by a mandatory homeowner association;
10. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
11. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
12. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
13. Location of stormwater detention is subject to the approval of the City Engineer;
14. All utilities shall be buried;

Minutes Acceptance: Minutes of Apr 5, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

15. The development shall comply with the Architectural Review Board's conditions of approval;
16. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;
17. The City through the City Engineer and Public Works Department, along with the applicant, shall review traffic patterns on both Hunt and Beutell Streets for possible future roadway improvements.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Andrew Hixson, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

J. Reports of the Mayor and Councilmembers

a. General Announcements

MARCH CALENDAR OF EVENTS

Please remember to wear a mask and social distance at all in-person events.

Norcross Community Market (Drive-through)

Place orders at NCMonlinestore.com each week between Sunday (9 a.m.) and Thursday (5 p.m.). Then collect purchase on Saturday between 9 and 11 a.m. at City Hall.

Clothes Story: An Exhibition

The Rectory | Here through April 23; call 678.421.2049 for entry.

Neighborhood Cleanup & Recycling Day

Saturday, April 10 | Various Downtown Locations and Times, See website for details.

Other Upcoming Events to Look Forward To:

Red, White & Boom July 3rd Celebration

Summer Concert Series - May through September

...and more! Our events team is working to finalize our 2021 events calendar, and will be sharing details as soon as more information comes available. Stay tuned!

K. Board Appointments**21-6109: Board Appointment - Discovery Garden Park Board**

Motion

A motion to Approve the reappointment of the following board member and term as presented:

Discovery Garden Park Board

Nona Johnson 6/1/2023

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

21-6110: Board Appointment - Norcross Public Arts Commission

Motion

A motion to Approve the nomination of the interim appointment of the following Councilmember:

Norcross Public Arts Commission

Arlene Beckles

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

L. Approval of Consent Agenda

RESULT:	APPROVED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

1. 21-6046: Enterprise Fleet Management

Motion

A motion to Approve the attached corporate resolution between Enterprise Fleet Management and the City of Norcross for motor vehicle lease(s).

2. 21-6082: Budget Amendment

Motion

A motion to Approve a budget amendment to increase the City Manager's Department FY21 budget by \$23,683 to cover contract work provided by former City Manager Rudolph Smith with funds to come from the Mayor and Council Contingency Fund.

3. 21-6083: Part-Time Code Enforcement Officer

Motion

A motion to Approve a proposal to authorize one added part-time Code Enforcement Officer for the balance of FY 2020-2021 to facilitate enforcement of business licenses and renewals.

Minutes Acceptance: Minutes of Apr 5, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. 21-6045: Flock Safety Memorandum of Understanding

Motion

A motion to Approve the attached Memorandum Of Understanding (MOU) with Flock Safety to allow Norcross Police Department personnel direct access to recorded video outside the City for investigation purposes.

M. Items for Discussion**1. 21-6081: LiveNorcross Program**

Motion

A motion to Approve a budget amendment in the amount of \$25,000 with funding to come from the Mayor and Council Contingency Fund for the LiveNorcross initiative.

Amended Motion

A motion to Approve a budget amendment in the amount of \$25,000 with funding to come from the American Rescue Plan funds as a primary funding source with the option to utilize funds from the Mayor and Council Contingency fund if necessary.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

2. 21-6084: Street Racing Ordinance

Motion

A motion to Approve an amendment to the Code of Ordinances to revise the Chapter 34 entitled "Traffic and Vehicles," Article I, entitled "In General," to add a new Section 34-6 entitled "Street Racing and Reckless Driving Exhibitions," with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinance is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

3. 21-6085: Financial Advisor Contract

Motion

A motion to Approve a recommendation to approve a financial services contract with Piper Sandler & Co. to serve as the City's financial advisor through May 31, 2022.

Amended Motion

A motion to Approve a financial services contract with Piper Sandler & Co. to serve as the City's financial advisor through May 31, 2022 with an amendment to the agreement to include that The City Manager also have the authority to direct Piper Sandler's activities under this agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

4. 21-6052: Norcross Distillery Ordinance Proposal

Motion

A motion to Approve an amendment to the Code of Ordinances of Norcross by revising Sec. 4-29, 42, and 56 of Chapter 4 Alcoholic Beverages, Article II, Malt Beverages and Wine, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinance is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

5. 21-6113: Giles Street Right of Way

Motion

A motion to Approve a resolution of the Mayor and Council of the City of Norcross for the closure of Giles Street and its right of way subject to certain conditions; and for the sale of Giles Street and its right of way to the highest bidder, subject to the payment of certain costs and expenses.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

6. 21-6131: West Peachtree Street City-Owned Property

Motion

A motion to Approve the acceptance of a bid from Mission Homes, Rick Cheek and Mike Reinsel, in the amount of \$726,000 for the city owned property on West Peachtree Street, subject to all the imposed conditions in the bid for the use of the development of the property.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Matt Myers, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

N. Adjourn in memory of**21-6112: Proclamation in Memory of Julia Ann Barks**

RESULT:	ACKNOWLEDGED AND READ BY MAYOR CRAIG NEWTON
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O. Adjourn to Executive Session for Personnel, Real Estate or Legal

The meeting adjourned at 8:33 PM with a motion by Councilmember Andrew Hixson and seconded by Councilmember Matt Myers.

P. Signed by _____ **Mayor Craig Newton**

Q. Attest: _____ **Monique Lang, City Clerk**

Minutes Acceptance: Minutes of Apr 5, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, April 19, 2021

6:30 PM

Teleconference

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Meeting Recording

00:00:00 - 00:15:00

https://zoom.us/rec/share/gYnB-rBwPt-Ke1irjOfMkQZhQHe9YzICKN9pIOEL7q-V8KzUp_PEyK9pa7LRPnz.mas4TcFISqfidfBK?startTime=1618871617000

Minutes Acceptance: Minutes of Apr 19, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Craig Newton

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Special Meeting was called to order at 6:32 PM by Mayor Craig Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****E. Items for Discussion****1. 21-6115: West Peachtree Street Invitation for Sealed Bids**

Motion

A motion to rescind the 4/5/2021 vote to approve the high bid in response to the Invitation for Bids for the West Peachtree properties and to further reject all bids.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Beckles, Bare, Hixson, Myers, Gaynor

F. Adjourn to Executive Session Legal Personnel, and Real Estate

The meeting adjourned at 6:48 PM with a motion by Councilmember Myers and seconded by Councilmember Gaynor.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Apr 19, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, April 19, 2021

6:30 PM

Teleconference

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Meeting Recording

00:15:01 – 02:32:14

<https://zoom.us/rec/share/O5HsWhx8VCU2LegMel2qAS-jLG7sCBAh0QMj28WwwLRVhdA2QVpEErsa4pKn4xzY.75I2C8TlucOCf2YT?startTime=1618871617000>

Minutes Acceptance: Minutes of Apr 19, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:49 PM by Mayor Craig Newton

B. Citizen Input**C. Board Updates**

Architectural Review Board - Jeff Hopper

D. General Updates

*Important COVID-19 Updates- Dr. Audrey Arona

*LED Sign Update - Pam Ledbetter

E. Council- General Discussion**F. Board Appointments**

Mayor and Council are asked to consider and approve appointments and re-appointments to the following board, authority or commission:

Discovery Garden Park

G. City Manager's Report**H. Items for Discussion****1. 21-6116: Cyber and Information Security – IT Risk Assessment**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/3/2021 6:30 PM

TO: Mayor and Council

2. 21-6114: Award of Compensation Salary Study and Survey for Employees and Elected Officials

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/3/2021 6:30 PM

TO: Mayor and Council

3. 21-6129: Purchase of Courtroom Camera System

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/3/2021 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Apr 19, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. 21-6120: The Recycling Partnership Feet on the Street Program**RESULT: THIS MATTER WAS REFERRED TO****Next: 5/3/2021 6:30 PM****TO: Mayor and Council****5. 21-6111: Text2021-001****RESULT: THIS MATTER WAS REFERRED TO****Next: 5/3/2021 6:30 PM****TO: Mayor and Council****6. 21-6117: Johnson Dean Park Phase 2****RESULT: THIS MATTER WAS REFERRED TO****Next: 5/3/2021 6:30 PM****TO: Mayor and Council****7. 21-6119: CDBG Application Proposal for FY22 Funds****RESULT: THIS MATTER WAS REFERRED TO****Next: 5/3/2021 6:30 PM****TO: Mayor and Council****8. 21-6118: Mid-Year Budget Update****RESULT: DISCUSSED****9. 21-6086: Additional Downtown Parking****RESULT: THIS MATTER WAS REFERRED TO****Next: 5/17/2021 6:30 PM****TO: Policy Work Session****10. 21-6130: Resolution of the Mayor and Council Expressing Their
Condemnation Of Hate Crimes, Discrimination, Racism in All Forms****RESULT: THIS MATTER WAS REFERRED TO****Next: 5/3/2021 6:30 PM****TO: Mayor and Council**

Minutes Acceptance: Minutes of Apr 19, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

I. Adjourn to Executive Session for Personnel, Real Estate or Legal

The meeting adjourned at 9:05 PM with a motion by Councilmember Myers and seconded by Councilmember Gaynor

J. Signed by: _____ **Mayor Craig Newton**

K. Attest: _____ **Monique Lang, City Clerk**

Minutes Acceptance: Minutes of Apr 19, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6138	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda		

Sponsors:

Code Sections:

Title
Acceptance of the Agenda

Motion
A motion to Accept the Agenda as Presented with the following items being moved to discussion:



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6140	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Mayor and Council
Title:	Important Announcements and Updates Regarding COVID-19		

Sponsors:

Code Sections:

Title
Important Announcements and Updates Regarding COVID-19

Drafter
Dr. Arona



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6111	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Planning and Zoning
Title:	Text2021-001		

Sponsors:

Code Sections:

Attachments:

1. [TEXT2021-001 April 2021 PWS](#)

Title
Text2021-001

Drafter
Tracy Rye

Motion
A motion to Approve/Deny an amendment to various sections of the Norcross Unified Development Ordinance with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinance is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP

Agenda: April 19, 2021 Policy Work Session

Agenda #:

Item: TEXT2021-001

CC: Eric Johnson

Recommendation

Based on the Unified Development Ordinance being the implementation mechanism for the City's 2040 Comprehensive Plan, the Community Development staff recommends that the attached changes/edits be made to various portions of the Unified Development Ordinance as described below.

Background

From time to time, Mayor and Council will choose to edit parts of the City's Code of Ordinances that are separate from the City's official adopted Unified Development Ordinance, but are inherently tied to the Unified Development Ordinance. Such is the case with the City's recent adoption of changes to the alcohol ordinance that allows microdistilleries to locate in the City limits in the same locations as microbreweries. To be consistent with these changes to the alcohol ordinance, microdistilleries will be added to the list of allowable uses in the following zoning districts: C-2; HX; CX; BH; and M1.

Additionally, the Community Development staff is charged with providing for consistency throughout the Unified Development Ordinance and correcting possible typographical and document formatting errors, omissions and other issues that may disrupt the logical and orderly flow of the document. Such is the case with adding in a reference to the

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

Attachment: TEXT2021-001 April 2021 PWS (21-6111 : Text2021-001 Text Amendments)

International Property Maintenance Code (IPMC) to Sections 101-10 and 303-2; Correcting the reference to the Long Range Road Classification Map in the City's Comprehensive Plan in Section 205-4 as well as updating the flow of the document with respect to the changes recently approved in response to a request from Gateway 85 CID for more uniformity in some code aspects from all member governments. These changes only affect the flow and placement of those items within the UDO and do not change the face, spirit or intent of the ordinance.

Financial Impact

None

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan as the Unified Development Ordinance is the implementation mechanism for the Comprehensive Plan policy items.

Next Steps

Mayor and Council Policy Meeting: Monday, April 19, 2021 at 6:30 PM

Mayor and Council Legislative Meeting Public Hearing: Monday, May 3, 2021 at 6:30 PM

Attachments

TEXT2021-001 changes

Update

At the April 7, 2021 meeting of the Planning and Zoning Board, the Planning and Zoning Board recommended on a 5-0 vote to approve the above reference UDO amendments.

Sec. 101-10 Adoption of Certain Codes and Sec 303-2 Adopted

Add in item 11 for both

1. International Building Code (IBC)
2. International Residential Code (IRC)
3. International Fire Code (IFC)
4. International Plumbing Code (IPC)
5. International Mechanical Code (IMC)
6. International Fuel Gas Code (IFGC)
7. National Electrical Code (NEC)
8. International Energy Conservation Code (IECC)
9. International Swimming Pool and Spa Code
10. International Existing Building Code (IEBC)

11. International Property Maintenance Code (IPMC)

Sec 201-18 C2; Sec 201-19 HX; Sec 201-22 CX; Sec 201-23 BH; Sec 201-26 M1

Addressing list of allowable uses under Food and Drink in each of these districts, allowing microdistilleries in districts where microbreweries are allowed

Microbreweries/**microdistilleries**

Sec. 205-4. - Landscaping requirements and tree preservation

To clarify that the referenced Long Range Road Classification Map is the map adopted by the City in the most recent Comprehensive Plan

F. Streetscape standards

3. Sidewalks shall be constructed with an additional 2-foot by 8-foot concrete pad, located outside of the right-of-way, designed to accommodate existing or future pedestrian amenities such as benches, planters, and trash containers, at the following locations:
 - a. At intersections of roadways with an arterial, major collector or minor collector identified on the **Long Range Road Classification Map as identified in the City's Comprehensive Plan.**

Sec. 401-2. - Local amendments.

To clean up these local amendments from the Gateway85 CID recommended changes from December 2020, to edit items 401-2-E, 401-2G and 401-H to the below to make flow more appropriately

E. Section 900-90. Sidewalks.

Section 900-90.1 - Delete the text of Section 900-90.1 and replace with the following: Sidewalks shall be required in all new developments requiring a development permit excluding minor development permits.

Section 900-90.2.G. – Delete the text of sub-section 900-90.2.G. and replace with the following: Escrow alternative. The cost of sidewalk installation along city maintained roads may be set aside in escrow with the City if proposed road improvements by the City may impact the location of a sidewalk, or if the sidewalk cannot be constructed due to topographic or utility constraints. Costs shall be set at a linear rate by the City Engineer and are subject to include construction, acquisition, and engineering costs for sidewalk projects within the City.

Section 900-90.3 – Delete the text of Section 900-90.3.A. and replace with the following: “Sidewalks shall be ~~a minimum of four feet wide~~ **constructed to as per the requirements of Sec. 205-4, and shall be required on both sides of the right-of-way.**”

G. Add to the text of Chapter 900, a Section 900-150 Walkways, to read as follows:

A walkway shall be provided from all buildings to an adjacent public right-of-way, as follows:

- 1. Parcels under 2 acres shall provide a walkway with a minimum width of 5 feet, except as specified in “Exceptions” below.**
- 2. Parcels 2 acres or larger shall provide a walkway that conforms to Sec. 205-4(d)6), except as specified in “Exceptions” below.**
- 3. Exceptions - Walkways and landscape strips are not required for existing buildings or uses when the applicant demonstrates that their installation would do any of the following:**
 - a. Render the parcel non-conforming with regards to parking; or**
 - b. Result in a 10% or more reductions in the number of parking spaces on the parcel; or**
 - c. Require the construction of retaining walls, site grading, site excavation, or site fill; or**
 - d. Is determined by the Director to be infeasible because of topographic or other site-specific constraints.**
- 4. The required or provided walkway surface shall be hardscape but may not be asphalt.**

5. The required or provided landscape strip shall be planted in accordance with the standards of Sec. 205-4.

Replace Section 401-2 H Access Management with the language below:

401-2 H

Section 900-160 Inter-parcel access

1. Inter-parcel access, joint driveways, cross access drives, and access easements shall be provided as follows, except where the Director determines that they are infeasible because of topographic or other site specific constraints;
2. Inter-parcel vehicular connections or provision of a future inter-parcel driveway stub (with appropriate cross-access easements) shall be required between abutting commercial, office, industrial or attached residential parcels;
3. Joint driveways and cross section easements shall be established between abutting commercial, office, industrial or attached residential parcels;
4. Driveways providing inter-parcel access shall be designed with a design speed of 25 mph and a two-way travel aisle with a minimum of 20 feet to accommodate automobiles, service vehicles, and loading vehicles; and
5. Required inter-parcel access shall not be gated or otherwise access controlled.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
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City of Norcross

Legislation Details (With Details)

File #:	21-6133	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Discovery Garden Park Board		

Sponsors:

Code Sections:

Title
Board Appointment - Discovery Garden Park Board

Motion

A motion to Approve/Deny the reappointment and appointment of the following board members and terms as presented:

Discovery Garden Park Board

Carl Brand **6/1/2023**

Kathryn Mallard **6/1/2023**



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
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City of Norcross

Legislation Details (With Details)

File #:	21-6116	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Policy Work Session
Title:	Cyber and Information Security – IT Risk Assessment		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report Privacy and InfoSec 2021](#)
2. [April Agenda Item Deck - Gap Analysis](#)
3. [Generic Proof-of-Coverage VC3-Inc \(1\) \(1\)](#)
4. [Security Gap Analysis WorkOrder Norcross](#)
5. [VC3 Master Services Agreement - City of Norcross GA](#)

Title
Cyber and Information Security – IT Risk Assessment

Drafter
Dr. James Trent

Motion
A motion to Approve/Deny funding to perform an IT Gap Analysis engaging with VC3, funding for this project to be allocated from the Mayor & Council Contingency Fund at the cost of \$5,769.68.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Councilmember Dr. Arlene Beckles
IT Director Dr. James Trent
IT Manager Tarajee White

Meeting Date: April 19, 2021 – Policy Work Session

Item No.: 21- 6116

Title: Cyber and Information Security – IT Risk Assessment
CC: Eric Johnson

Recommendation

I recommend that we, M&C assume high-level responsibility for cyber and information security oversight. You don't need to know the technical details, but you must understand whether the infrastructure, policies, and procedures are in place and working correctly. I'm proposing that we approve funding for the IT Director, Dr. James Trent, and IT Manager Tarajee White to begin the steps necessary to perform an IT Gap Analysis by engaging VC3, a GMA subsidiary.

Background

In 2018 the City of Atlanta leaders spent \$2.6 million over a \$52,000 ransomware attack. Our job as the City of Norcross leaders is to provide guidance and management that ensure we have policies and procedures to mitigate such an event. The cost of a security breach is tri-fold, our reputation, our community, and our citizens.

The cybersecurity risk to local government entities is uncharted as weak or nonexistent cybersecurity programs representing a massive organizational risk. County and municipal leaders are often unaware of these risks because they assume that their external vendor manages security and addresses the risks. Such an assumption is rarely correct.

Financial Impact

The preliminary cost for the gap analysis is \$5,769.68. Upon receipt of the deliverables, a comprehensive IT Risk Assessment Strategic Plan will be created to detail the additional financial impact towards compliance.

Consistent with Comprehensive Plan?

The current Comprehensive Plan 2040 does not include cybersecurity projects, however, this type of project aligns with public and organizational safety measures.

Next Steps

1. Complete VC3 Cybersecurity Gap Analysis Engagement Questionnaire
2. Complete internal pre-work – Asset inventory, network diagrams, etc
3. Approve and sign work order as detailed by VC3
4. Onboard third party vendor VC3
5. VC3 execute work order as described and provide deliverables
6. We will report to this governing body by way of status reports and a final readout

Attachments

1. Cybersecurity Gap Analysis Engagement Questionnaire – VC3
2. Cybersecurity Gap Analysis Work Order – VC3
3. Master Service Agreement – VC3
4. City of Norcross Insurance requirements

Update

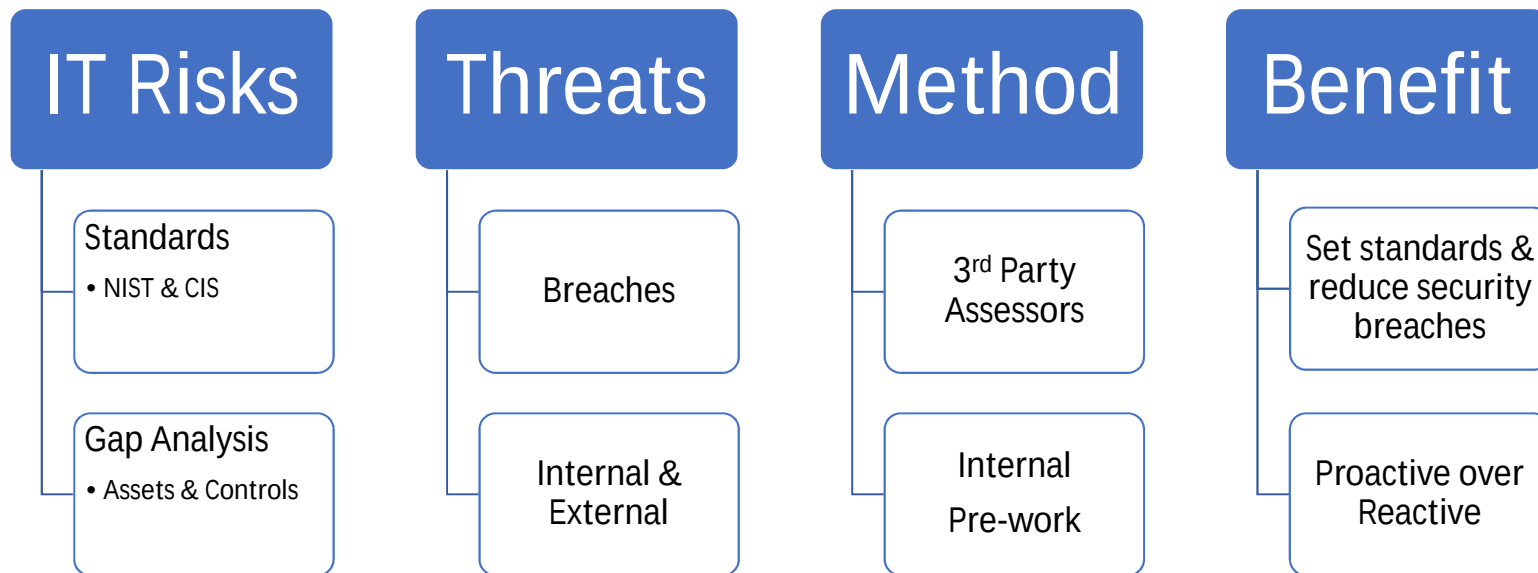


IT Risk Assessment Project

Phased Approach

Phase 1: Pre-work & Gap Analysis

Executive Summary





CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/YYYY)
9/10/2020

M.1.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Creekside Crossing 8 Cadillac Drive Suite 200 Brentwood TN 37027 License#: BR-724491 VC3INC0-01	CONTACT NAME: Shona McNamara PHONE (A/C, No, Ext): 615-244-8484 E-MAIL ADDRESS: shona_mcnamara@ajg.com FAX (A/C, No): 615-377-5101													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Allmerica Financial Benefit Insurance Co</td><td>41840</td></tr><tr><td>INSURER B : Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER C : Hanover American Insurance Company</td><td>36064</td></tr><tr><td>INSURER D : AXIS Insurance Company</td><td>37273</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allmerica Financial Benefit Insurance Co	41840	INSURER B : Hanover Insurance Company	22292	INSURER C : Hanover American Insurance Company	36064	INSURER D : AXIS Insurance Company	37273	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED VC3, Inc., MasterIT, Mimsware dba Sophicity 1301 Gervais Street, Suite 1800 Columbia SC 29201														

COVERAGES **CERTIFICATE NUMBER:** 2027692989 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZZ5D66853903	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AW6D66907702	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UH5D66854203	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W26D57345802	9/1/2020	9/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O Cyber			P001000405328-01	9/1/2020	9/1/2021	\$5,000,000 Ea. Claim \$5,000,000 Ea. Claim \$5,000,000 Agg \$5,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL POLICY INFO:

Type of Insurance: Theft or Forgery (Including 3rd Party Theft)

Carrier: Federal Insurance Company (NACI 20281)

Limit: \$300,000 / Retention: \$2,500

Per contract or written agreement, certificate holder is additional insured, per form 421-2915 6/15, with respects to the general liability. Waiver of subrogation in favor of the certificate holder with regards to the automobile liability, per form 4610315 3/08, and general liability, per form 4212915 6/15. Workers Compensation waiver of subrogation is in favor of the certificate holder, per form 000313 4/84.

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Norcross, GA
Cyber Security Gap Analysis
- Work Order

under the Master Services Agreement, dated_____.

March 3, 2021

1301 Gervais Street, Suite 1800 | Columbia, SC 29201
800.787.1160

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1. OVERVIEW OF WORK ORDER

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Norcross, GA and VC3, Inc. and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

2. DELIVERABLES AND SERVICES

CYBER SECURITY GAP ANALYSIS

AREAS OF REVIEW

VC3 will examine the security posture of key areas in the customer environment. The technology and thoroughness of coverage within each area will be reviewed as well as the ability to monitor for deviations from standard and alert on critical events.

The following areas will be reviewed:

- Workstation and Server Security
- Anti-Virus Technology
- E-Mail Security
- Patch Management Tools and Processes
- Firewall Evaluation
- Wireless Network Configuration
- Backup Management and Monitoring
- Mobile Device Management
- Web and Malware Filtering
- Multi-Factor Authentication
- Organization Web Site
- User Security Awareness Training
- Cyber Security Policy review
 - Computer Use
 - Incident Response
 - Cyber Security Insurance Coverage

DELIVERABLES

- Executive Summary of Findings
- Overview of high-risk areas and actions that can be taken to mitigate gaps
- Gap analysis between current environment and industry standards
- Detailed External Security Scan Report
- Dark Web Scan Report
- Scheduled call to review findings and reports
-

3. CUSTOMER RESPONSIBILITIES

- A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer will authorize scan of external facing network by a commercial security tool.

4. ASSUMPTIONS

- A. The items defined in this work order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
- B. The Work Order will not become effective unless and until it is agreed upon and signed by the customer and VC3.

5. INVOICING

VC3 will invoice Customer per table below. Services will be invoiced in accordance with the Milestone Billing for Services, Table A. Invoices may contain multiple milestones.

Table A

Milestone Billing	Milestone Description / Date	Invoice Amount
Contract Signing	Invoiced at the signing of Work Order	\$ 5,769.68

By signing this document I agree that I am authorized to represent my organization to execute this endeavor and I certify that the proposed cost(s) are accurate and reflect any applicable discounts.

In addition, I also certify that I have read and understands all of the requirements contained in this document, and agree to be bound by the terms and conditions contained without exception.

VC3, Inc.	City of Norcross, GA
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this ____ day of _____, 2021 (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and the City of Norcross, GA, a municipality, having its principal place of business at 65 Lawrenceville Street, Norcross, GA 30071 ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order shall be entitled "Work Order No. [] under the Master Services Agreement, dated []."

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours

charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 **Collection Costs.** Client shall reimburse Company for any expenses and costs it incurs to collect any amounts due to Company under this Agreement, including reasonable attorneys fees.

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not

limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade

secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are

developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the

Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential Information.** Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential

Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.3 Notice Obligation; Remedy. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual

receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR ANY WORK ORDER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY COMPANY OR CLAIM BY CLIENT.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES

OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 Infringement Claims.

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3,

Company and Client (each an "indemnifying party") each agrees to defend the other party (each an "indemnified party") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party software) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. The indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's

obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

8.1 Non-Hire Provision. Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 Recording. (a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all Applicable Laws and Third-Party Rights when using recording features (this includes Client's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.2.

8.3 Conflict. Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.4 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6,

7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.5 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Georgia without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.6 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in Georgia, as permitted by law. The state and federal courts located in Georgia shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.7 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.8 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.9 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.10 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.11 Waiver. The failure of either party to require

performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.12 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.13 Nondisclosure. Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.14 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.15 This section intentionally left blank.

8.16 Right to Engage in Other Activities. Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company's right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.17 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.18 Entire Agreement. This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or

written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on

behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By: _____

Name: _____

Title: _____

CLIENT:

By: _____

Name: _____

Title: _____

**Exhibit A
Hourly Rates**

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 176.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 166.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 166.00	Web site design and implementation services which are NOT built on a Microsoft Sharepoint platform.
Infrastructure Deployment Services	\$ 154.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 154.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 106.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 191.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6114	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Policy Work Session
Title:	Award of Compensation Salary Study and Survey for Employees and Elected Officials		

Sponsors:**Code Sections:****Attachments:**

1. [Agenda Report](#)
2. [Evergreen Company-Proposal – RFP No. HRD21-01 Compensation Salary Study](#)

Title

Award of Compensation Salary Study and Survey for Employees and Elected Officials

Drafter

Camille Washington

Motion

A motion to Award a contract to Evergreen Solutions for a compensation salary study and survey covering City of Norcross positions and elected officials at a proposed cost of \$22,500 to come from the contingency fund.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Camille Washington, Interim Human Resources Manager

Agenda: May 3rd, 2021 – Regular Council Meeting

Agenda #: 21- 6114

Item: Award of Compensation Salary Study and Survey for employees and elected officials.

Recommendation

Approve award of a contract to Evergreen Solutions, LLC for a compensation salary study and survey covering City of Norcross positions and elected officials.

Background

The City Council authorized issuance of a request for proposals on March 1, 2021. Five vendors responded: The Archer Company, Condrey and Associates, Evergreen Solutions, Gallagher, and Management Advisory Group International. A selection committee comprised of Melissa Ziegler (for Mary Beth Bender, Assistant City Manager); Bill Grogan, Chief of Police; and Camille Washington, Interim Human Resources Manager reviewed and scored the proposals and selected Evergreen Solutions, LLC as the highest scoring vendor.

Consistent with Comprehensive Plan?

There is no conflict of this item with the City's Comprehensive plan.

Financial Impact

Mayor and Council appropriated \$20,000 on March 1st as an estimated budget for this project. The cost of proposals ranged from \$18,500 to \$42,600 and cost accounted for 25% of the points awarded in the selection process. The cost of this proposal is \$22,500.

Next Steps

Human Resources will lead the City in working with the consultant to complete the survey of other local governments, assess the City's pay structure, and prepare recommendations for implementing changes.

Once completed, Mayor and Council will be presented the findings in order to approve any changes to the City's pay plan. Depending on the findings and the cost of recommendations, implementation may be phased.

Attachments

Agenda Item - Compensation Salary Study and Survey

Evergreen Company-Proposal – RFP No. HRD21-01 Compensation Salary Study

A Proposal to Conduct a Compensation Salary Study and Survey for the City of Norcross, GA HRD21-01

ORIGINAL



Evergreen Solutions, LLC

March 31, 2021

A Proposal to Conduct a Compensation Salary Study and Survey for the City of Norcross, GA HRD21-01

Submitted to:

Ms. Niki Graham
Human Resources Manager
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

Submitted by:



Evergreen Solutions, LLC
2878 Remington Green Circle
Tallahassee, Florida 32308
(850) 383-0111 (ph) / (850) 383-1511 (fax)

March 31, 2021



Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308
850.383.0111 - fax 850.383.1511

March 29, 2021

Ms. Niki Graham
Human Resources Manager
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

Dear Ms. Graham:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Compensation Salary Study and Survey for the City of Norcross. Our response is based on our review of your Request for Proposal (HRD21-01), our experience working with hundreds of local governments and other public sector organizations throughout the country, our understanding of the Georgia labor market, and our knowledge of best practices in public sector 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 authorized to transact business in the State of Georgia (i.e., 0539151).

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 46 states. In the State of Georgia, Evergreen has worked with, or is currently on contract to work with, the following public sector organizations in a variety of human resource capacities: Forsyth County; Douglas County; Cherokee County; Effingham County; Lumpkin County; Worth County; City of Duluth; City of Tybee Island; City of Brookhaven; City of Chamblee; City of Forest Park; City of Powder Springs; City of Fayetteville; City of Stockbridge; City of Douglasville; City of Dunwoody; City of Roswell; City of Alpharetta; City of Woodstock; City of Commerce; City of Dalton; City of Dublin; City of Dahlonega; City of Statesboro; City of Garden City; City of Savannah; City of Kingsland; Forsyth County Public Library; Live Oak Public Libraries; Douglasville-Douglas County Water and Sewer Authority; Sumter County Schools; Atlanta Public Schools; and Atlanta Metropolitan College.

The following is a sample of some of the local governments outside of Georgia that Evergreen has worked with, or is currently on contract to work with, that involved services similar in scope to the services being requested: City of Foley, AL; Baldwin County, AL; Lee County, AL; Marshall County, AL; City of Sarasota, FL; City of Orlando, FL; City of Palm Beach Gardens, FL; City of Panama City, FL; City of Hollywood, FL; City of Ft. Myers, FL; Miami-Dade County, FL; Palm Beach County, FL; Alachua County, FL; Manatee County, FL; Seminole County, FL; Monroe County, FL; Sarasota County, FL; City of Pittsburgh, PA; County of Montgomery, PA; Town of Bridgewater, MA; City of Hyattsville, MD; City of Baltimore, MD; City of Annapolis, MD; City of Westminster, MD; Allegany County, MD; Washington County, MD; Kent County Levy Court, DE; City of Newport News, VA; City of Suffolk, VA; City of Fredericksburg, VA; City of Covington, VA; City of Williamsburg, VA; County of Culpeper, VA; County of York, VA; Gloucester County, VA; Essex County, VA; Surry County, VA; Isle of Wight County, VA; Shenandoah County, VA; Northumberland County, VA; Prince George County, VA; James City County, VA; Louisa County, VA; Loudoun County, VA; Spotsylvania County, VA; King George County, VA; Alleghany County, VA; Union County, NC; Gaston County, NC; New Hanover County, NC; Guilford County, NC; Transylvania County, NC; Franklin County, NC; Haywood County, NC; Buncombe County, NC; City of Raleigh, NC; City of Goldsboro, NC; City of Columbia, SC; City of Lancaster, SC; City of Chester, SC; City of Conway, SC; City of Mauldin, SC; City of Isle of Palms, SC; City of Goose Creek, SC; Berkeley County, SC; Charleston County, SC; Laurens County, SC; Dorchester County, SC; Spartanburg County, SC; Beaufort County, SC; Spartanburg County, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; Town of Moncks Corner, SC; Town of Cheraw, SC; Town of Bluffton, SC; City of Manitou Springs, CO; City of Fountain,

CO; Ouray County, CO; Grand County, CO; Sedgwick County, KS; City of Broken Arrow, OK; City of Lee's Summit, MO; City of Dardenne Prairie, MO; City of Branson, MO; City of Columbia, MO; Jefferson County, MO; Jackson County, MO; St. Charles County, MO; Mahoning County, OH; Blount County, TN; Carter County, TN; City of Bloomington, IN; City of Urbana, IL; Ft. Bend County, TX; Hood County, TX; Brazoria County, TX; Kaufman County, TX; Jefferson County, TX; Denton County, TX; Travis County, TX; Town of Little Elm, TX; City of Austin, TX; City of Fate, TX; City of Pearland, TX; City of Seguin, TX; City of Rowlett, TX; City of Sachse, TX; City of Pflugerville, TX; City of Buda, TX; City of Farmers Branch, TX; City of Fredericksburg, TX; City of Gonzalez, TX; City of Conroe, TX; City of Amarillo, TX; City of Mont Belvieu, TX; City of Duncanville, TX; City of Sunset Valley, TX; City of Carlsbad, NM; City of Santa Fe, NM; City of Page, AZ; City of Prescott, AZ; City of Flagstaff, AZ; Town of Sahuarita, AZ; Ogden City Corporation, UT; Spokane County, WA; City of Ridgefield, WA; City of Washougal, WA; City of Albany, OR; Columbia County, OR; and many others.

The Evergreen Team is able to fully comprehend the challenges and goals of the City of Norcross 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 compensation salary studies for local governments and other public sector organizations as can be seen in **Section 1**.

Some of the human resource services Evergreen has focused on include: compensation salary studies; classification studies; salary and benefits surveys; staffing studies; workload analyses; performance evaluation and appraisal system design; recruitment, hiring, and retention studies; HR department reviews; strategic and workforce planning; and labor pool availability.

Through our experiences in conducting this wide range of projects, we have gained knowledge of all operations in local government human resources management. As a result, our team knows how critical an effective compensation system is to the overall operation of a proficient and progressive municipality. Moreover, 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 compensation salary study and survey 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 and work plan as identified in **Section 2** of our response includes:

- 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, executive management, and employees should be involved in 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.
- 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 President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. Attached are the required forms from the RFP. Evergreen acknowledges receipt of Addendum #1.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Dr. Jeff Ling, President
Evergreen Solutions, LLC



PROPOSAL PACKET CHECKLIST (REVISED 03/2021)

PROJECT: Compensation Salary Study and Survey

PROPOSAL DATE: March 31, 2021

Enclosed with this Proposal Packet are the following Forms and instructions. Use this checklist to ensure you have properly completed all Forms. You must return the following pages to be eligible for consideration of this project.

- ☒ One (1) original and one (1) copy and three (3) separate electronic (flash drive) copies
- ☒ E-Verify Contractor Affidavit
- ☒ Reference Page *(Section 1 of our proposal)*
- ☒ Ship Proposal to: City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
Attn: Niki Graham, Human Resources Manager

NON-COLLUSION AFFIDAVIT
 (This Affidavit is Part of the Bid Documents)

BID DATE: 3/31/21

PROJECT DESCRIPTION: Compensation Salary Study & Survey

STATE OF GA }

CITY OF Norcross }

Jeff Ling, being first duly sworn, deposes and says that (s)he is President (the sole owner, a partner, president, secretary, etc.) of Evergreen Solutions the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against City of Norcross, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: _____

Date: 3/29/21

Signed and sworn to (or affirmed) before me on 3/21, 2021,
 by Jeff Ling, President,
 Printed name(s) of individual(s) making statement.

who proved to me on the basis of satisfactory evidence to be the person who appeared before me

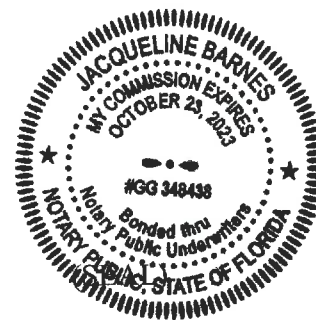
☒ Personally Known Or _____ Produced Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

Jacqueline Barnes
 Notary Public

My Commission Expires: 10/23/23





E-Verify Contractor Affidavit O.C.G.A. § 13-10-91 (b)(1)

Physical performance of services: Contracts with the City involving both physical labor and any services over \$2499.99 in value. Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-verify Homepage, see start here directions.)

It is the responsibility of the Contractor to submit additional E-Verify Affidavits on every Sub-Contractor for this project.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: Compensation Salary Study & Survey Date of Project: 3/31/21
 Legal Name of Contractor: Evergreen Solutions, LLC
 Address: 2878 Remington Green Circle City: Tallahassee State: FL Zip Code: 32308
 Federal Work Authorization User Identification Number (E-Verify Number): 341059 (4-6 digit numeric #)
 Date of Authorization: 7/6/2010 EXEMPT: YES OR NO ☒

***If a contractor has no employees and does not hire or intend to hire they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: _____**

I hereby declare under penalty of perjury that the foregoing is true and correct

Signature of Authorized Officer/Agent

Date

Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29th DAY OF Mar, 2021

Executed in Tallahassee (City), Florida (State)

NOTARY PUBLIC Signature

65 Lawrenceville St. Norcross, GA 30071

My Commission Expires

[P] 770.448.2122 [F] 770.448.5945 www.norcrossga.gov

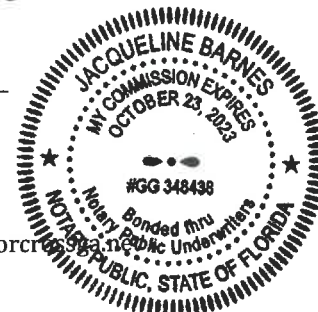


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APPENDIX: SAMPLE FINAL REPORT



Section 1.0

Background and Qualifications



1.0 *Background and Qualifications*

Evergreen Solutions is well qualified to conduct a Compensation Salary Study and Survey for the City of Norcross due to our experience in conducting hundreds of these studies for local governments and other public sector organizations across the country, especially in the State of Georgia. In this section we provide you with our firm's history and background, a list of similar projects we have conducted, or are currently on contract to conduct, the qualifications of our proposed project team, and references.

1.1 Firm's Background and History

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 to provide a modern, practical alternative to the typical consulting options. The firm is made up of management and human resource 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 (#0539151).

Evergreen's 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: compensation and benefits studies; classification studies; performance appraisal reviews; workload analyses; staffing studies; disparity studies; efficiency 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.



Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting compensation salary studies and surveys for local governments and other public sector organizations throughout the country, including 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 46 states throughout the country.

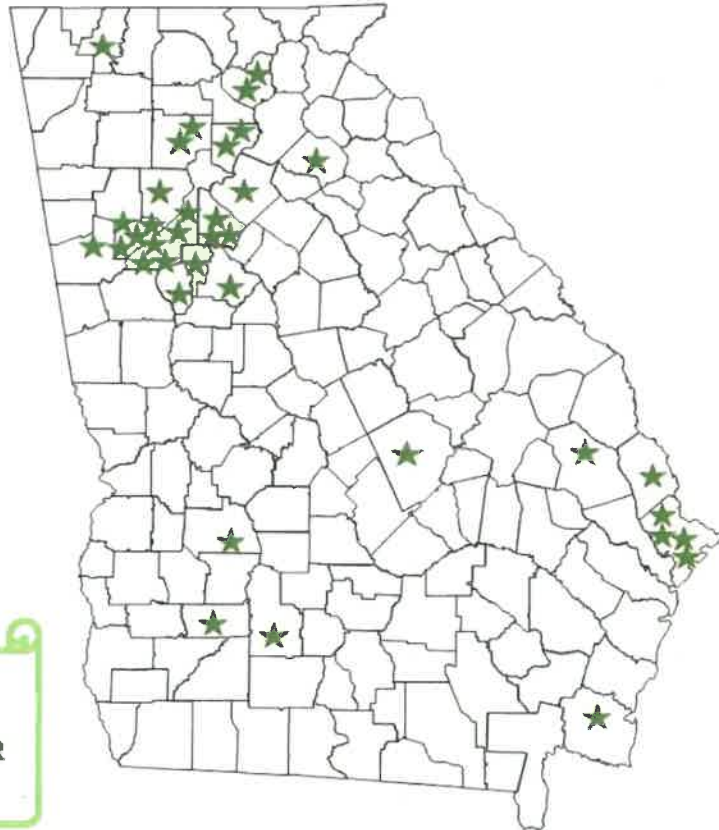
Exhibit 1-1 includes a list of the public sector clients in the State of Georgia that Evergreen has worked with, or is currently on contract to work with, in providing work similar in scope to the services being requested.



Exhibit 1-1: List of Georgia Clients

Georgia Clients

Atlanta Metropolitan College	City of Roswell
Atlanta Public Schools	City of Savannah
Cherokee County	City of Statesboro
City of Albany	City of Stockbridge
City of Alpharetta	City of Tybee Island
City of Brookhaven	City of Villa Rica
City of Chamblee	City of Woodstock
City of Commerce	DeKalb County Public Schools
City of Dahlonega	Douglas County
City of Dalton	Douglas County Schools
City of Douglasville	Douglasville-Douglas County Water and Sewer Authority
City of Dublin	Effingham County
City of Duluth	Forsyth County
City of Dunwoody	Forsyth County Public Library
City of Fayetteville	Live Oak Public Libraries
City of Forest Park	Lumpkin County
City of Garden City	Sumter County Schools
City of Kingsland	Worth County
City of Powder Springs	



**OVER 30 GEORGIA
PROJECTS AND OVER
600 NATIONWIDE**



1.2 Select Relevant Experience

Because Evergreen has conducted more than 600 projects that are similar in scope to the services being requested by the City of Norcross, we have included in this section only a sample of some of our similar local government work. **We have included a sample final report from one of our similar studies in the Appendix.**

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.



Classification and Compensation Study 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 analyzed 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 recommended 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.



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.



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. 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/compensation plan.



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 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.



Pay and Classification Study City of Chamblee, Georgia

Evergreen Solutions was engaged with the City of Chamblee to conduct a Pay and Classification Study. Evergreen conducted a classification analysis using Evergreen's Job Assessment Tool job evaluation methodology in addition to a statistical assessment of current conditions. Evergreen also analyzed 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 were made.



Classification and Compensation Study City of Commerce, Georgia

Evergreen Solutions was retained by the City of Commerce to conduct a Classification and Compensation Study. The scope of the study included the following: reviewing and updating or rewriting job descriptions; working with City management to revise the existing pay plan and structure; evaluating the current salary structure; and compensation levels for all employees and recommending the appropriate adjustments.



Compensation Study City of Dalton, Georgia

Evergreen was retained by the City of Dalton to conduct a Compensation Study. Evergreen identified appropriate benchmarking standards and conducted a total compensation survey with comparable municipalities and private sector employers, when applicable. Survey data was provided to the City in a usable electronic format for analysis for each position. Evergreen then reviewed the total compensation system, identified potential pay compression and/or inequities (both internally and to the market), and provided recommendations.



Pay Study and Analysis City of Duluth, Georgia

Evergreen Solutions was engaged with the City of Duluth (City) to conduct a Pay Study and Analysis. Evergreen Solutions' consultants identified appropriate benchmarking standards and conducted a market survey with comparable local governments and private sector employers. Evergreen's consultants conducted an internal pay equity assessment, determined the appropriateness of salaries for the employees of the County, and developed a plan for employees, providing issue areas and preliminary recommendations for strategic improvement. Evergreen's consultants reviewed the current compensation system, identified potential pay compression issues and/or inequities (both internally and to the market), and provide recommendations.



Salary Survey City of Dunwoody, Georgia

Evergreen Solutions was retained by the City of Dunwoody to conduct a Salary Survey. Evergreen collected relevant salary data from selected peers; provided recommendations for updates/changes to the pay plan, including implementation options, based on market survey results; and prepared and delivered a draft and final report.



Compensation Study City of Dunwoody, Georgia

Evergreen Solutions was again engaged with the City of Dunwoody to conduct a Compensation Study. Evergreen's consultants reviewed the City's current compensation system and policies; assessed the City's current conditions; conducted a market survey of salary and benefits for 36 benchmark positions; and provided a report summarizing all data gathered and provided recommendations for the continued administration of the compensation system.



Comprehensive Compensation and Classification Study City of Forest Park, Georgia

Evergreen was retained to conduct a comprehensive market survey, evaluate internal and external compensation equity, review and update current classification/pay system including review of performance evaluation instrument, pay structure, and existing job descriptions. A comprehensive review, evaluation, and comparison against other municipalities of their current benefits programs was also conducted to include all health plans; medical, dental, vision, life, retirement/pension, paid time off, STD/LTD, as well as any other benefits available of which the City of Forest Park might not currently be taking advantage. Also, conducting a review of current practices, policies, and procedures. Areas included, but were not limited to: Recruitment and Hiring, Promotional, Disciplinary and Termination Procedures



Pay and Classification Study City of Fayetteville, Georgia

Evergreen Solutions was retained by the City of Fayetteville to conduct a Pay and Classification Study. The goal of the project was to develop a classification and compensation plan that fairly and equitably recognized and rewards current and future employees and attracts highly-qualified candidates for City positions.

Evergreen performed the following tasks:

- reviewed all current job descriptions and analyzed the 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;
- analyzed all existing job family classifications, pay grades, and salary ranges and recommended modifications as necessary;
- recommended new job titles/job descriptions as necessary;
- analyzed all FLSA classifications and recommend modifications as necessary;
- established appropriate benchmarking standards and conducted salary surveys as needed for similar positions with comparable other local governments, as needed;
- identified potential pay compression issues and provided alternative solutions and recommended appropriate salary range for each position based on the classification plan, the compensation survey results, and internal relationships and equity; and



- developed and provided a straightforward, easily understandable maintenance system that could be used to keep the classification system updated and equitable.

Evergreen also reviewed relevant portions of the City's Personnel Policies and Procedures and, when applicable, recommended any changes needed in relation to classification and compensation.



Comprehensive Position Classification and Compensation/Benefits Study and Analysis City of Woodstock, Georgia

Evergreen Solutions was retained by the City of Woodstock to conduct a Comprehensive Position Classification and Compensation/Benefits Study and Analysis. Evergreen evaluated internal and external compensation equity as well as reviewed and updated the current classification/pay system, including the City's performance evaluation instrument, pay structure, and existing job descriptions. In addition, Evergreen evaluated and compared the City's salaries and benefits (include all health and welfare plans; medical, dental, vision, life, STD/LTD, retirement/pension, paid time off, 457/401) against other competing municipalities.



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 Salary Study and Survey Forsyth County, Georgia

Evergreen Solutions was again retained by Forsyth County to conduct a Compensation Salary Study and Survey. Evergreen reviewed current wage and salary plans as well as salary grade levels to understand the County's challenges in recruiting and retaining employees. Evergreen conducted salary and benefits surveys of comparable labor markets by creating and utilizing survey documents developed and designed specifically for Forsyth County Government. The surveys were designed to capture actual salary, base salary, benefits, and classification salary range information to ensure that the County's salaries and classification salary ranges were competitive with other public organizations in the greater metro Atlanta labor market based upon 2019 cost of living projections and market influences. Evergreen worked with the Executive Team to identify the comparable labor markets, including both public sector, utility agency, and private sector employers, for the compensation survey.



Classification and Compensation Study and Analysis Douglas County, Georgia

Evergreen Solutions was engaged with Douglas County to conduct a Classification and Compensation Study and Analysis. Evergreen evaluated the County's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen performed the following tasks:

- reviewed 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;
- reviewed the County'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;



- established appropriate benchmarking standards and conducted salary surveys as needed for similar positions with comparable Georgia counties as required;
- identified potential pay compression issues and provided alternative solutions; and
- develop applicable classification/reclassification questionnaire.



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 would align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that provided 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.



Pay and Classification Study Worth County, Georgia

Evergreen Solutions was retained by Worth County to conduct a Pay and Classification Study. Evergreen performed the following tasks: conducted orientation sessions and focus groups; conducted interviews with department heads/supervisors; administered a Job Assessment Tool (JAT) and Management Issues Tool (MIT); conducted a salary survey among 20 competing jurisdictions to determine competitive wages in the appropriate labor market(s); reviewed job descriptions and provided recommendations for any necessary updates/revisions; and drafted and presented a final report.



Classification and Compensation Study Baldwin County, Alabama

Evergreen Solutions was retained by Baldwin County to conduct a Comprehensive Classification and Compensation Study. Evergreen consultants conducted a job analysis, evaluated and revised job descriptions, conducted a market salary and benefits survey, developed a new pay plan based on the market results and job analysis, and prepared and presented a final report that recommended a new classification and compensation structure for the County.



Compensation, Pay and Benefits Study Lee County Commission, Alabama

Evergreen Solutions was retained by the Lee County Commission to conduct a Classification, Pay and Benefits Study for approximately 436 employees. To begin this study, Evergreen Solutions conducted a comprehensive, preliminary evaluation of the County's current pay scale and existing classification plan. Evergreen used its unique Job Assessment Tool® (JAT) to identify classifications of positions and perform job analyses, including an evaluation of supervisory comments. Follow-up interviews were conducted, as needed, and classification changes recommended.

Benchmarks and targets were identified for a market salary and benefits survey. Survey data and internal equity (with proper consideration of the financial condition of the jurisdiction), was used to determine proper pay scale, identify highly competitive positions within the County, and to make strategic positioning recommendations. Evergreen Solutions completed the study by conducting a solution analysis, developing and administering an employee appeals process, developing and submitting final reports, and recommendations for compensation administration to ensure that staff could conduct audits/adjustments consistent with study methods until the next formal study is conducted.



Compensation and Pay Classification Plan Study City of Foley, Alabama

Evergreen Solutions was retained by the City of Foley to conduct a Compensation and Pay Classification Plan Study. The objectives of the study were to conduct and implement a total compensation plan (including benefits) structure for the City's workforce which would provide both internal and external equity, establish a classification system that accurately describes the duties, knowledge, skills, abilities and minimum qualifications required for each job class, determine and implement a program of accurate job descriptions based on job analysis, and develop a maintenance program for job descriptions and classification recommendations.



Evergreen conducted a wage and benefit survey among competing jurisdictions as well as public and private organizations to determine competitive wages in the appropriate labor market(s). Using the survey results, Evergreen assigned each job to a pay grade with a view toward achieving proper internal relationships among classes and making salary ranges competitive with relevant markets with due consideration of the financial condition of the City. Evergreen provided estimates of the cost to install and implement the new pay plan and recommended a methodology for implementation.



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.



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.

Note: Evergreen was again retained in 2018 to conduct an update of the County's Classification and Compensation Plan to include fire and rescue.



Classification and Compensation 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.



Classification and Compensation Study Palm Beach County, Florida

Evergreen Solutions was retained by Palm Beach County to conduct a Classification and Compensation Study in order to update the the County's current classification and compensation structure. Evergreen performed the following tasks:

- conducted a job analysis across the County to ensure job descriptions matched the duties performed by the employee;
- provided an analysis of all positions— assigning an appropriate salary grade to ensure fairness and equity—and included recommendations for all positions that were found to be above or below the assigned salary grade; and
- conducted a market compensation analysis of salaries and wages of like or similar jobs of comparable Florida public organizations with similar position and organizational characteristics.



Classification and Compensation Study Pinellas County, Florida

Evergreen Solutions was retained by Pinellas County to conduct a comprehensive classification and compensation study that included recommendations and suggestions for an implementation and maintenance process that effectively provided the County with the resources and expertise to further enhance its classification and compensation program. A comprehensive job classification and pay study hadn't been conducted since 2004 so the County believed it was important to invest in a study that would look at both internal and external equity.

The objective of the study was to have a credible classification and compensation plan that: allowed positions performing similar work with similar levels of complexity, responsibility, and knowledge, skills and abilities to be classified appropriately; identified salaries for assigned duties; outlined promotional opportunities and possible compensation growth; identified pay differential between individual classifications; and identified relevant labor markets.



Human Resource Consulting Services (Compensation Study) City of Orlando, Florida

Evergreen was retained by the City of Orlando to provide human resources consulting services by conducting a compensation study. Evergreen reviewed the City's compensation system, selected targets and benchmarks for market comparison, conducted a market survey, and developed strategic positioning recommendations to keep the City's compensation plan competitive.



Classification and Compensation Study City of Winter Park, Florida

Evergreen Solutions assisted the City of Winter Park's Human Resources Department with conducting a comprehensive classification and compensation study for all full-time employees. The project centered on providing the City with a revised system that was characterized by internal and external equity. To ensure internal equity, Evergreen utilized its Job Assessment Tool (JAT) and Management Issues Tool (MIT) to properly classify work performed and highlight issues to be addressed by management. Employees at all levels were also provided a forum to voice concerns with the current system through focus groups. Evergreen also selected benchmarks and peer organizations to survey for wages in comparison to the market. This information was combined with the job analysis to provide a comprehensive solution. The recommended solutions were costed out and presented to the City for review.



Job Classification and Compensation Study City of Melbourne, Florida

Evergreen Solutions was retained by the City of Melbourne to conduct a Job Classification and Compensation Study. Evergreen reviewed the City's salary and benefit structure and assist in updating information on essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position. Evergreen examined all job descriptions to include a review of position FLSA designations; essential functions; minimum qualifications, license requirements, working conditions, etc., provided recommended updates and/or changes, established criterion for the selection of survey participants with City staff members, prepared a survey to send to the participants, and prepared recommendations based on the results.

Evergreen addressed compression/equity issues between pay grades and classifications and established an equitable classification methodology and salary ranges to provide for the recruitment and retention of qualified staff as well as the equitable relationships of one job to another within the organization. Recommendations were provided to classify/reclassify positions as appropriate. In addition, a recommendation was made for a new compensation plan that is fair and equitable in order to attract, motivate, and retain a quality workforce. Evergreen provided three (3) separate proposed pay plan structures based on salary scales that are 90%, 100% and 110% of the surveyed labor market.



Compensation Study City of North Miami Beach, Florida

Evergreen Solutions was retained by the City of North Miami Beach to conduct a compensation study to include a review of benefits against peer organizations. Evergreen consultants reviewed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs (up to 60 benchmarks). Recommendations were provided to improve the fairness and equity within the City. Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology—and how to implement, administer, and maintain the recommended compensation system—was accomplished.



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 further 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.



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.



Compensation Plan Update Blount County, Tennessee

Evergreen Solutions was again retained by Blount County in late 2017 to conduct a Compensation Plan Update. Evergreen assessed the current conditions of the current pay plan; used County approved targets and benchmarks to conduct a salary survey; provided recommendations for updates/changes to the pay plan to compete with the labor market at a more competitive position (~ 70th percentile); provided recommendations for implementing the new pay structure; provided recommendations for revisions to pay practices as appropriate; provided recommendations for merit pay practice to differentiate salary increases based on employee performance; and prepared and delivered a draft and final report.



Comprehensive Classification and Compensation Study Carter County, Tennessee

Evergreen Solutions is retained by the Carter County Government to conduct a Comprehensive Classification/Compensation Study. Evergreen's consultants will work with County management to develop an employment/wage strategy consistent with the County's employment goals. To accomplish this, consultants will be conducting focus groups and interviews with selected employees; review employees completed Job Assessment Tools (JAT). A labor market survey of the County's peers in the County's target employment area will be conducted to assess the County's market competitiveness. Draft and final reports will be provided to the County summarizing the study. Finally, Evergreen's consultants will work with the County's management to update or create accurate job descriptions, as needed.



Classification and Compensation Study Services City of Urbana, Illinois

Evergreen Solutions is engaged with the City of Urbana to provide Classification and Compensation Study Services. The City of Urbana seeks to achieve the following goals: 1. Maintain a high level of employee satisfaction by providing a classification and compensation system that is both fair and competitive. 2. Demonstrate fiscal responsibility to the community by providing a classification and compensation system that makes the best of The City's financial resources. 3. Ensure a close alignment between pay and performance by providing a classification and compensation system that rewards merit. **Note:** This project is nearing completion.



Salary and Benefits Study City of Bloomington, Indiana

Evergreen Solutions was retained by the City of Bloomington to conduct a Salary and Benefits Study. Evergreen examined 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 were competitive in the market.



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.



Classification and Compensation Study and Analysis City of Broken Arrow, Oklahoma

Evergreen Solutions was 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 performed the following: reviewed all current job classifications, confirmed and recommended changes to hierarchical order of jobs using The City's evaluation system; established appropriate benchmarking standards and conducted salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers); identified potential pay compression issues and provided potential solutions; analyzed and recommended changes to the present compensation matrix and/or structure to meet the market analysis; and assessed potential impact of pending DOL changes.



Classification and Compensation Study Jackson County, Missouri

Evergreen was retained by Jackson County to conduct a classification and compensation study. Evergreen performed a job and analysis to ensure employee's duties and responsibilities were accurate. Evergreen updated job descriptions, reviewed the County's compensation structure, and provided recommendations to optimize the attraction and retention of employees. In the end, Evergreen prepared a report with findings and recommendations to improve the current classification and compensation system.



Comprehensive Compensation and Classification Study Jefferson County, Missouri

Jefferson County retained Evergreen Solutions 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.



Comprehensive Classification and Compensation Study City of Branson, Missouri

The City of Branson hired Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to determine whether the City possessed a compensation and classification system that was both equitable as compared to the external competitive employment market as well as equitable internally. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including a salary survey of competing organizations. The report



culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Branson.



Compensation Study City of Lee's Summit, Missouri

The City of Lee's Summit retained Evergreen Solutions to conduct a Compensation Study to determine whether the City possessed a compensation and classification system that was equitable as compared to both the external competitive employment market as well as being internally equitable. The study included a complete classification analysis using the Job Assessment Tool and Management Issues Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including both benefits and salary surveys of competing organizations.

The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing systems in place at the City of Lee's Summit. Also included in this study was an evaluation of the City's performance evaluation system to include recommendations for improvement, revision of evaluation instruments and development of a brief training manual for the program.



Compensation Study County of Montgomery, Pennsylvania

Evergreen Solutions was retained by the County of Montgomery to conduct a Compensation Study. The study included an examination of the County's compensation plan in order to provide recommendations for compensation policies, procedures and practices that provided internal equity and allowed the County to be competitive in the marketplace for attracting and retaining qualified employees

Evergreen recommended and identified a market position for Montgomery County by administering a comprehensive labor market salary survey to select public and private sector peers. Evergreen also conducted a comparative analysis of benefits provided in the market that included PTO, health, dental, vision and prescription, including percentage of contribution between employee and employer, long term disability (LTD), life insurance and pension benefits. Evergreen then recommended appropriate salary ranges (i.e., min, mid, and max) for all non-represented classifications. Evergreen prepared a cost analysis for the recommended salary ranges.



Classification and Compensation Study and Analysis Town of Bridgewater, Massachusetts

Evergreen Solutions is retained by the Town of Bridgewater to conduct a Classification and Compensation Study and Analysis. The purpose of study is to address changes in Town operations and staffing over the past several years, which may have affected the type, scope, and level of work being performed and to also address Police and Fire compensation that takes into account the various benefits.

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, authority, and knowledge, skills, and abilities are classified together;
- provide salaries commensurate with assigned duties;
- clearly 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 general geographic areas.

Note: This project is nearing completion.



Compensation Study Allegany County, Maryland

Allegany County contracted with Evergreen Solutions to conduct a Comprehensive Compensation Study and analysis for the Office of the Sheriff. The Office of the Sheriff included the primary functional areas of Road Patrol and Correction Deputies at the county correctional facility. Evergreen understood that the Office of the Sheriff faced competitive pressure from other area law enforcement agencies. To alleviate this pressure, Evergreen designed a salary survey instrument and distributed it to an approved list of local peers. The survey took into account total compensation, including supplemental pay, insurance benefits, retirement, leave, and other tangible benefits.

The results of the survey and the subsequently prepared report provided the County with recommendations to improve their competitive position and ability to recruit the best and brightest available persons for these key areas.



Wages and Salary Scale Study Washington County, Maryland

Evergreen Solutions was retained by Washington County to conduct a comprehensive study of the County's wages as they related to neighboring jurisdiction's wages and salaries—the purpose of which was to assure adequacy of pay and employee wages when compared to area private and public employees. Evergreen met with each Division Director to gather information regarding pay issues that were unique to their departments. Evergreen conducted a brief review of the method of classifying positions to ensure its adequacy in today's pay and classification environment. Using the current or revised classification system, Evergreen evaluated all positions and placed them in an appropriate "grade". Evergreen recommended a system the County could use in the years to come to evaluate job positions.



Classification and Compensation Study Services City of Westminster, Maryland

Evergreen Solutions was retained by the City of Westminster to provide Classification and Compensation Study Services. The scope of work included the review and updating of the City's current job descriptions as well as providing technical assistance in the development of a comprehensive performance evaluation system to integrate with the new classification system. The primary study objectives for this study was to:

- develop a formal compensation philosophy for adoption by the Mayor and Common Council;
- identify comparable benchmark employers to guide the City's future employee salary and benefit decisions to facilitate the attraction and retention of high performance staff members, while being financially sustainable;
- establish a comprehensive job classification system using the approved job evaluation system that accommodates the City's needs for an internally and externally equitable, defensible, market sensitive, and easily administered system for all current and future positions within the City;
- train Human Resources staff to apply the adopted compensation philosophy to maintain the adopted classification and compensation system; and
- provide legally defensible classification specifications (ADA, FLSA, and any other applicable federal and state laws).



Salary and Benefits Review, and Analysis City of Hyattsville, Maryland

Evergreen Solutions was hired in 2013 by the City of Hyattsville to conduct a Salary and Benefits Review and Analysis of all classifications. The 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, a compensation philosophy was developed and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation model. **Note:** Evergreen was again hired in 2016 to conduct a Compensation System Analysis for the City.



Classification and Compensation Plan Review City of Annapolis, Maryland

Evergreen Solutions was engaged with the City of Annapolis to conduct a Classification and Compensation Plan Review. The primary objectives of the study were 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.



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 County of Culpeper, Virginia

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. The study involved conducting a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was also issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes.



Classification and Compensation Study Gloucester County, Virginia

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges and benefits offerings were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



Compensation Study Louisa County, Virginia

Evergreen Solutions was retained by the Louisa County to conduct a Compensation Study. Evergreen's consultants reviewed the effectiveness of the County's current pay plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges as well as benefits were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current compensation system.



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.



Classification and Compensation Study (Phase I) 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.



Classification and Compensation Study (Phase II) Loudoun County, Virginia

Evergreen Solutions was again hired by Loudoun County to conduct a Classification and Compensation Study (Phase II). Evergreen accomplished the objectives of the Phase II of the study by performing the following tasks:

- developed recommendations on a strategy to implement and administer a compensation philosophy range of 95 percent to 105 percent of the comparator market.
- conducted a comprehensive benchmark market analysis of all County jobs.
- developed a new market competitive pay plan to include an open range pay plan for the general workforce and a “grade and step” pay plan for Public Safety positions.
- provided recommendations for any additional pay incentives and supplements that would assist in maintaining competitive pay as described in Loudoun’s compensation philosophy as stated below.
- reached out to peers for information relating to pay grades, pay policies, and benefits information.
- developed a new comprehensive classification system that allowed for more levels and specificity within and across each job group, to include the development of standardized job descriptions.
- obtained an analysis of pay compression within the County and recommendations for addressing pay compression once a new pay plan was implemented; and
- developed recommendations for revisions to the Board approved classification and compensation policies found in Chapter 5 of the Human Resources Handbook.



Classification and Compensation Study Chesterfield County, Virginia

Evergreen Solutions was on contract with Chesterfield County to conduct a Classification and Compensation Study and Pay Plan Development for Public Safety. The study included an examination of the County's classification and compensation system in order to make recommendations for compensation policies, practices, and procedures; and develop a Public Safety Pay Plan. Evergreen worked with the County to develop a comprehensive plan for County employees based upon an objective analysis and thorough evaluation of job content and internal equity. Evergreen reviewed current job descriptions, salary relationships, classifications, and grade methodology. Based on this review and a compression analysis, Evergreen recommended pay and classification strategies for the County. Evergreen also identified and recommended pay incentives and supplements for employees and policies and procedures to administer the new Public Safety Pay Plan.



Salary Plan Review City of Suffolk, Virginia

Evergreen Solutions was retained in 2015 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.



Pay and Classification Study City of Williamsburg, Virginia

Evergreen Solutions was retained by the City of Williamsburg to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the marketplace to determine the appropriate pay levels for all jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



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, if necessary, 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 were affecting the City's ability to compete in the labor marketplace.

Evergreen assisted the City in updating its current classification and compensation plan and 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.



Pay and Classification Study Buncombe County, North Carolina

Evergreen Solutions was retained by Buncombe County to conduct a Pay and Classification Study. Evergreen Solutions conducted a classification analysis using Evergreen Solutions' Job Assessment Tool job evaluation methodology in addition to a statistical assessment of current conditions. Evergreen Solutions also analyzed local market and benefits data taken from peer organizations to determine the appropriate compensation levels for benchmark positions. Recommendations for adjustments to the compensation and classifications plan were made and procedures for the continued maintenance of the plans were provided.



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 Solutions' consultants performed a comprehensive review of the County's classification and compensation system which included conducting an internal equity analysis of employee salaries.

Evergreen conducted a market analysis in which the County's salary ranges and benefit offerings were compared to the salary ranges and benefit offerings at peer organizations. Evergreen Solutions 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.



Classification and Compensation Study and Benefits Survey New Hanover County, North Carolina

Evergreen Solutions 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 Solutions' 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 Solutions 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 members 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.



Compensation, Classification, and Benefits Study Haywood County, North Carolina

Evergreen Solutions is retained by Haywood County to conduct a Compensation, Classification and Benefits Study. Evergreen's consultants will review the County's current pay grades and classification information; conduct salary and benefits surveys of the County's peers; make recommendations to update or restructure the County's pay grades and classification system; and provide revised job descriptions for the updated/restructured classification system. **Note:** This project is nearing completion.



Classification System and Pay Plan Development Franklin County, North Carolina

Evergreen Solutions was retained by Franklin County to conduct a Classification System and Pay Plan Development Study. The Evergreen Team worked with the County to obtain the current classification system and pay plans. After an initial assessment, Evergreen consultants collected data using the Job Assessment Tool© and conducted market salary and benefits surveys to develop recommendations strategic positioning, a new job classification, and compensation and position evaluation system based on analyses of the data gathered.



Compensation and Classification Study Transylvania County, North Carolina

Evergreen was retained by the Transylvania County to conduct a Compensation and Classification Study. Evergreen evaluated the current compensation and classification plan and identified classification of existing positions. Evergreen identified appropriate benchmarking standards and conducted a total compensation survey with comparable municipalities and private sector employers, when applicable. Survey data was provided to the County in a usable electronic format for analysis for each position. Evergreen conducted a solution analysis and developed strategic positioning recommendations. Evergreen reviewed the total compensation system, identified potential pay compression and/or inequities (both internally and to the market), and provided recommendations.



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.

Note: 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.



Comprehensive Market Analysis Charleston County, South Carolina

Evergreen Solutions was again retained in 2016 to assist Charleston County with conducting comprehensive market analysis using selected benchmarks. A market survey was conducted to determine the external equity of the County against its peers.



Classification and Compensation Study Berkeley County, South Carolina

Evergreen Solutions was retained by Berkeley County to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the County's current classification and compensation plan and recommended a consistent and competitive market position that the County could maintain based on a salary and benefits survey results from peer organizations. Evergreen recommended 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 provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Pay and Classification Study Dorchester County, South Carolina

Evergreen Solutions was retained by Dorchester County Government to conduct a Pay and Classification Study and make recommendations for implementation of a revised pay plan. The study included all employees and classifications in the County. As part of the study, Evergreen conducted focus groups and interviews with employees, and employees completed a Job Assessment Tool (JAT). Evergreen conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the County. Finally, a detailed plan was developed to provide the County with specific steps to implement an equitable and competitive compensation and classification plan. **Note:** Evergreen was hired last year to conduct a compensation plan update for the County.



Classification and Compensation Study/Wage and Benefits Study Town of Mount Pleasant, South Carolina

Evergreen Solutions was hired in 2011 to assist the Town of Mount Pleasant to assist with a Compensation and Classification Study. The Evergreen Team conducted employee orientation sessions, focus groups, job analysis, market assessment, and provided recommendations.

Evergreen was again hired in the later part of 2015 to conduct a Wage and Compensation Study and Benefits Survey. The purpose of the study was to evaluate the Town's present wage and compensation plan, as well as its benefit package against those of comparable municipalities and competitive businesses, analyze and amend job descriptions, and develop a recommendation for improving the Town's current performance evaluation process and the forms used in this process. Attention was paid to private employers that competed for similar, qualified employees in the labor markets comparable to the Town. Evergreen is providing ongoing support with regard to salary classification and creation of job descriptions for new positions as they occur, and reclassification of current positions when requested.



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.



Pay and Classification Study Town of Moncks Corner, South Carolina

Evergreen Solutions was engaged with the Town of Moncks Corner to conduct a Pay and Classification Study for its employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A market salary survey was 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 were recommended.



Classification and Compensation Study City of Lancaster, South Carolina

Evergreen Solutions was retained by City of Lancaster, SC to conduct a detailed compensation and classification analysis of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



Classification and Compensation Study City of Chester, South Carolina

Evergreen Solutions was engaged by the City of Chester to conduct a comprehensive compensation and classification study for all City employees. The Evergreen Team conducted orientations and focus groups with general employees. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and potential recommendations for revision to the current classification structure. Evergreen Solutions also conducted a comprehensive salary survey. The results will be combined with the internal hierarchy to help generate recommendations for a comprehensive compensation and classification structure. The Evergreen Team provided detailed recommendations for implementation of the new structure and related employee salary adjustments.



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 City of Mauldin, South Carolina

The City of Mauldin retained Evergreen Solutions to provide oversight into the data collection process regarding compensation and classification as well as provide recommendations following the collection of the data for the City to transition into a purely merit-based pay system. The purpose of the study was to review the current structure that had not been updated in the last few years utilizing the position rating manual and position analysis questionnaire; review the salary survey methods and results collected from local municipalities and national IMCA data; verify overall grade placement and internal equity for the organization as a whole; ensure external equity with the marketplace; and provide oversight on transition to performance management, merit-pay system. As part of the study, Evergreen reviewed the materials provided by the City and gave feedback on best practices and market trends; analyzed internal equity data collected by City and gave feedback to address internal equity; reviewed salary survey data collected by the City for accuracy and provided insight regarding findings; developed the strategic position for the City utilizing collected data and desired intentions of the City; and assisted the City with developing transition plan.



Classification and Compensation Study City of Goose Creek, South Carolina

Evergreen Solutions was retained by the City of Goose Creek to conduct a Classification and Compensation Study. Evergreen reviewed the current classification system by including a job analysis, assessed job descriptions and made recommendations for changes; provided the tools necessary to maintain the classification system for future positions if a new classification system was recommended; and revised the current Compensation Plan based on the labor market. In the end, Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Human Resources Consulting Services County of Monterey, California

Evergreen was recently awarded a contract by the County of Monterey along with four other vendors to conduct classification and compensation studies and/or organizational studies for the County when needed.



Compensation Study Spokane County, Washington

Evergreen Solutions was retained by Spokane County to conduct a Total Compensation Study. Evergreen reviewed total Compensation (compensation and benefits) for 225 regular, full-time positions and recommended possible wage adjustments that align with the County's compensation philosophy. Additionally, Evergreen compared the County's benefits package with those offered in the same local market identified in the pay analysis.

Note: Evergreen was hired again in April of 2020 to conduct a Classification Study for the County.



Classification and Compensation Study City of Ridgefield, Washington

Evergreen Solutions is engaged with the City of Ridgefield to conduct a Classification and Compensation Study. The City desires to maintain an internally and externally equitable, yet market competitive, classification and compensation plan. The City strives to competitively recruit and retain employees who will provide the best service to the community. The City has not conducted an in-depth review of the classification and compensation structure since 2015-16 and since that time has grown from 37 to 52 FTE's, including seven (7) new classifications.



Compensation and Classification Study Columbia County, Oregon

Evergreen Solutions is retained by Columbia County to conduct a Compensation and Classification Study. Evergreen Solutions will work with the Compensation Study Committee (CoSC) to develop a compensation system for the County, evaluate current pay grades, conduct an equal pay analysis in compliance with the Oregon Equal Pay Law, and develop a classification system to facilitate the continued administration of the compensation analysis. Evergreen Solutions' consultants will assess position titles and identify appropriate employee status in accordance with FLSA. Our consultants will then proceed to develop multiple alternative recommendations and a communication plan. Finally, Evergreen Solutions' consultants will review and develop different policies procedures and propose different recommendations.



Classification and Compensation and Equal Pay Study City of Albany, Oregon

Evergreen Solutions was retained by the City of Albany to conduct a Classification and Compensation and Equal Pay Study. Evergreen's consultants reviewed current job descriptions and compensation structures to determine the need for modifications to assure external competitiveness and internal equity by performing the following tasks:

- reviewed current job descriptions to analyze knowledge, ability, education, experience, relevance, and hierarchical consistency;
- developed, distributed, and analyzed job specific questionnaires, as needed, and conducted in-person interviews of select staff to complete analysis;
- proposed, where appropriate, broad-banding of classifications, or combining classifications into a series, if beneficial to achieve alignment of similar positions;
- recommended additions, deletions, or modifications to existing classifications and made FLSA determinations (exempt or non-exempt status) for positions;
- surveyed comparator jurisdictions for both wages and total compensation;
- analyzed results and developed appropriate pay structures for City taking into account compression and internal equity;
- conducted equal pay analyses of recommended pay structures that complied with House Bill (HB) 2005 and its implementing administrative rules; and
- trained City HR staff on the methodology used to assess job classifications in order to maintain internal equity when adding, deleting, or modifying jobs in the future.



Classification and Compensation Study Services City of Beaverton, Oregon

Evergreen was awarded a blanket contract in 2020 to provide Classification and Compensation Study Services to the City of Beaverton on an as needed basis.



Classification, Compensation, and Benefits Study Ogden City Corporation, Utah

Evergreen Solutions was engaged with Ogden City Corporation to conduct a Classification, Compensation and Benefits Study. The goals of this study were to ensure that job descriptions accurately reflect actual duties and maintain compensation levels that are both internally and externally equitable.

Evergreen Solutions worked with Ogden City Corporation throughout four project phases that involved:

- conducting a job analysis, including building a classification plan;
- documenting a compensation philosophy;
- reviewing and analyzing the City's total compensation plan, including a market salary and benefits survey; and
- providing a comprehensive report containing recommendations, an implementation approach, and guidelines for maintaining classification and compensation policy updates and changes.



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 and benefits 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.



Comprehensive Compensation and Classification Study City of Santa Fe, New Mexico

Evergreen Solutions was engaged by the City of Santa Fe to conduct a comprehensive compensation and classification study for all City 1,326 employees, including non-bargaining employees and those covered by collective bargaining agreements. Evergreen conducted orientations and focus groups with general employees, and interviewed department directors and



other executive managers. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and recommendations as needed for revisions to the current classification structure.

Evergreen also worked with City Human Resources staff to conduct a comprehensive salary survey. The results were combined with the internal hierarchy analysis to generate recommendations for a comprehensive compensation and classification structure. Evergreen provided detailed recommendations for the implementation of a new structure and related employee salary adjustments. Evergreen also assisted the City with implementation of a revised performance assessment system which include training with supervisors and staff, and creating and distributing performance appraisal factor weighting forms.



Classification Study and Compensation Survey City of Page, Arizona

Evergreen Solutions was engaged with the City of Page to conduct a Classification Study and a Compensation Survey for all employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A salary and benefits survey was 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 were recommended to the City.



Classification and Compensation Study (Included a Gender Equity Analysis) City of Prescott, Arizona

The City of Prescott retained Evergreen Solutions to conduct a Classification and Compensation Study, including the development of a compensation philosophy, to design and implement a comprehensive total compensation plan and to classify all positions appropriately within the plan structure. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including salary and benefits surveys of competing organizations. The final report culminated in a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Prescott. **Note:** Evergreen also ensured that the solution that was recommended was equitable from a gender standpoint by doing an analysis of the data collected.



Compensation Study City of Flagstaff, Arizona

City of Flagstaff was hired Evergreen Solutions to conduct a Compensation Study. Evergreen's consultants will perform the following tasks:

- evaluate the current broadband pay plan structure;
- evaluate the current skill-based pay plan, public safety, and general 2080 pay plan structures;
- conduct a market salary survey of at least five other local government and private sector peer organizations;
- develop a plan for the City's strategic improvement, including the identification of highly competitive positions within the City; and
- develop recommendations and guidelines for the continued administration and maintenance of the compensation system.



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.



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.



Compensation and Classification Study Brazoria County, Texas

Evergreen was retained by the Brazoria County to conduct a Compensation and Classification Study. Evergreen developed a compensation program for the County, evaluated current pay grades, and developed a classification system to facilitate the ongoing compensation analysis. Evergreen assessed position titles and identified appropriate employee status in accordance with FLSA. Evergreen then developed multiple alternative recommendations and a communication plan. Finally, Evergreen reviewed and developed different policies procedures and proposed different recommendations.



Salary Compensation Study Hood County, Texas

Evergreen Solutions is engaged with Hood County to provide an update of their classification and compensation system. Evergreen will evaluate the current system, collect and review current environment data, and evaluate and build the projected classification plan. Evergreen will identify a list of market survey benchmarks and conduct a market survey. Our consultants will provide the County with the external assessment summary, develop strategic positioning recommendations, and develop and submit draft and final reports and recommendations for compensation administration. Additionally, Evergreen will update or rewrite job descriptions for the county, as necessary, based on our recommendations.



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.



Classification and Compensation Study City of Farmers Branch, Texas

Evergreen Solutions was engaged with the City of Farmers Branch to conduct a Comprehensive Compensation and Classification Study. The primary objectives of the study were to: review and revise current classification system; determine relevant competitive markets; develop a custom compensation survey to distribute to peer organizations; propose guidelines for an improved or new compensation program and step/grade plan; and provide recommendations to keep the current pay structure competitive. In addition to the salary survey, Evergreen Solutions conducted a benefits survey of market peers in order to compare the City's current benefits to those of its peers.



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.



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.



Pay Structure Study City of Fate, Texas

Evergreen was hired to develop a new pay plan for the City of Fate. Evergreen performed the following tasks: reviewed the City's salary data; created a new pay plan for the City; slotted current jobs into the new pay plan; and verified the internal equity of the new pay plan.



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.



A Classification and Compensation Pay Plan 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.



Classification and Compensation Study City of Gonzales, Texas

Evergreen Solutions was retained by the City of Gonzales to conduct classification and compensation study for all employees. Employees participate 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 conducted a market salary survey to identify pay ranges in the public and private sector in order to determine the appropriate pay levels for all included jobs in the City. Recommendations were provided to improve the fairness and equity within the City and a plan was provided to address maintenance of implemented changes to the City's classification and compensation system.



Human Resources Department Assessment (Classification and Compensation Services) 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 Study City of Lockhart, Texas

Evergreen Solutions was retained by the City of Lockhart to conduct a classification and compensation study of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed as well as benefits in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



Comprehensive Compensation Plan City of Padre Island, Texas

Evergreen Solutions is retained by the City of South Padre Island to design and implement a comprehensive compensation plan for the City of South Padre Island that includes a pay for performance component. The scope of this project includes: work with an assigned committee to determine specific needs related to the City in regards to compensation; work with the committee to review and establish benchmark cities to be used in determining the City's "competitive market"; conduct a job analysis to establish pay grades/classification groups for all City positions; review current compensation philosophy, policies and plan and work with assigned committee to determine City's compensation philosophy; conduct a customized market salary and benefit analysis for all full-time positions that includes additional pay types (i.e. assignment pay, certification pay, education pay, etc.); recommend and identify a competitive position within the market (i.e. percentile of market); recommend pay structures (grades/classification groups and pay ranges; develop a complete, market-sustainable compensation plan that includes a pay for performance structure that rewards those employees with high performance; coordinate with the City to illustrate initial (single) and/or multi-year implementation cost scenarios; meet with the assigned committee and prepare and present to City Council, as required; create and provide administrative policies related detailing the complete compensation plan for insertion into the Employee Handbook; and provide comprehensive training for key City staff members for implementation and ongoing maintenance of the approved compensation plan.



Classification, Compensation, and Benefits Study City of Portland, Texas

Evergreen Solutions was engaged with the City of Portland (City) to conduct a Classification, Compensation and Benefits Study. Evergreen's consultants evaluated jobs within the City and the current pay and benefits structure. A market survey of salary and benefits was conducted among peers approved by



the City. Based on the survey results, Evergreen made recommendations for changes to the current classification and compensation system, as well as provided a maintenance tool that the Human Resources Department could use to keep the system current and equitable. Training on this maintenance tool was also provided.



Salary Survey and Pay for Performance Study City of Mont Belvieu, Texas

Evergreen Solutions was retained by the City of Mont Belvieu to conduct a pay for performance study and a salary study. The study identified classifications that were below market and that need to be adjusted in order for the City to remain competitive among its market peers. In addition, Evergreen made recommendations regarding enhancements needed to the City's current performance evaluation system and provided the City with a performance evaluation tool.



Classification and Compensation Study City of Mont Belvieu, Texas

Evergreen Solutions is again retained by the City of Mont Belvieu to conduct a Compensation and Classification Study. Evergreen will perform a comprehensive analysis of the City's current classification and compensation plan by performing the following tasks: placing positions in the current pay plan to ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; determining the accuracy of Federal Labor Standards Act ("FLSA") exemption status of all positions; determining the accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, "on call" requirements and supervisory requirements; must accommodate the unique nature of certain functions and responsibilities characteristic of City government; identifying potential pay compression issues and providing potential solutions; and analyzing existing internal hierarchy and internal career ladders where appropriate and clearly outlining job progression opportunities and providing recognizable compensation growth.



Classification and Compensation Study (Included Benefits Survey) Ouray County, Colorado

Evergreen Solutions was engaged with Ouray County to conduct a Classification and Compensation study, including wages and benefits, for full-time and part-time employees of Ouray County. 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 Ouray 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.



Compensation Study Grand County, Colorado

Evergreen Solutions was just retained by Grand County to conduct a compensation study. Evergreen will perform the following tasks: review current personnel practices and policies that impact pay and performance; review of legal provisions and requirements, including statutory requirements that may impact the study; confer with the County Manager, Elected Officials, Department Heads and Human Resources Director in order to review input regarding their views of compensation problems and needs, and to identify specific areas of concern; review County jobs in order to prepare an appropriate pay survey and fringe benefit questionnaire; prepare a survey tool that will seek entry level, mid-point and maximum pay for each key class included; perform analysis of pay and benefit data provided by peer organizations; prepare recommended pay grade and range schedules and assignments to pay grades for each class of work; determine appropriate internal relationships of the classes based upon classification factors; and develop a salary schedule or schedules that will meet the needs of the County's compensation program and relate to the County's labor market.

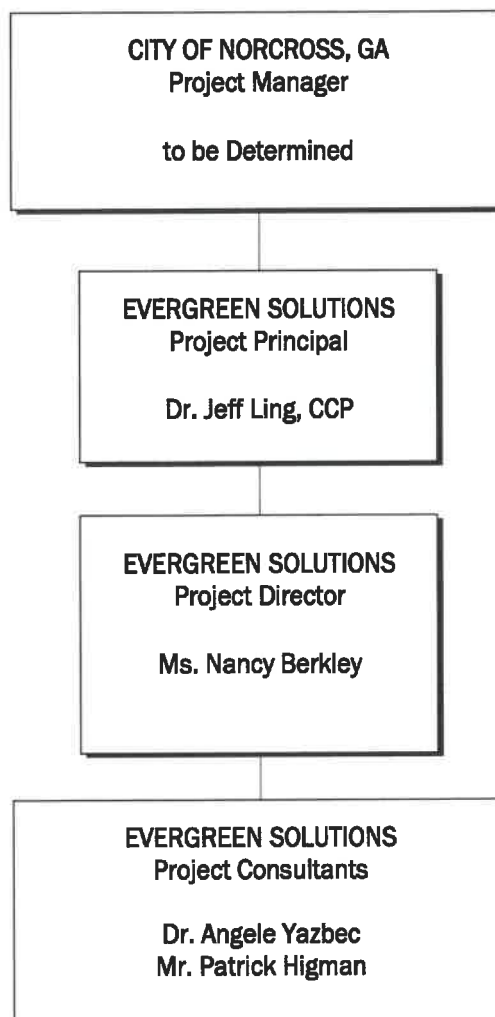


1.3 Proposed Project Team

Exhibit 1-2 reflects our proposed project management and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Compensation Salary Study and Survey so that there will be no confusion as to who is responsible for any aspect of this engagement with the City of Norcross.



**Exhibit 1-2
Proposed Project
Management
Organization and
Personnel
Assignments**



City of Norcross (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 Solutions' Project Principal is always a senior leader in our firm, typically the President. The Project Principal will have contractual authority over the contract, and will be our top level of project responsibility.

Evergreen Solutions' Project Director. Evergreen Solutions designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the City. 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 review pay plans, and collect the data for the salary survey, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Our firm is proposing an exceptional team of consultants who have worked together on many similar projects. We always make sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Compensation Salary Study and Survey for the City of Norcross.

Key Personnel

The following paragraphs provide summary resumes of each team member's qualifications and experience related to his/her role in this engagement.

Project Principal Dr. Jeff Ling, CCP

Dr. Jeff Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has 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 includes:

- **Compensation/Classification**– He developed the methodology and techniques for organizations to employ 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. **Note: He has served as the Project Principal for more than 600 public sector projects related to Classification and/or Compensation.**

- **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. Nancy Berkley is the Vice-President of Evergreen Solutions who has been with the firm for more than seven years. She 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.

A sample of some of the public sector projects that Ms. Berkley has directed or served on the Evergreen Team includes: a Compensation Study for the a Compensation and Benefits Study and Analysis for the City of Dahlgonega, GA; a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Woodstock, 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 Compensation Study for the City of Dalton, GA; a Classification, Compensation, and Staffing Study for the City of Powder Springs, 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 Salary Survey for the City of Dunwoody, GA; a Compensation Study for the City of Statesboro; a Salary and Benefits Survey for the City of Roswell, GA; a Classification and Compensation Study for the City of Commerce, GA; a Compensation and Benefits Survey for Forsyth County, GA; a Compensation Market Study and Survey for Forsyth County, GA; a Compensation Study for the Forsyth County Public Library, GA; a Pay and Classification Study for Worth 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 Live Oak Public Libraries, GA; a Classification, Compensation, and Benefits Study for the Chambers County Commission, AL; a Compensation and Classification



Study for the Central Ohio Transit Authority; a Compensation Update for the Central Ohio Transit Authority; a Classification and Compensation Study for Blount County, TN; a Comprehensive Classification and Compensation Study for Carter County, TN; a Compensation and Benefits Study for the City of Dardenne Prairie, MO; Classification and Compensation Study Services for the City of Urbana, IL; a Non-Union Compensation Study for Boston Public Health Commission, MA; a Classification and Compensation Study and Analysis for the Town of Bridgewater, MA; Classification and Compensation Plan Review for the City of Annapolis, MD; a Wages and Salary Scale Study for Washington County, MD; Personnel Manual Review and Revision Services for Calvert 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, VA; a Pay and Classification Study for the City of Williamsburg, VA; a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council; a Classification and Compensation Study for Transylvania County, NC; a Salary Equity Study for Guilford County, NC; a Position Classification and Compensation Study for Gaston County, NC; a Pay and Classification Study for Buncombe County, NC; a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, NC; a Position Analysis and Revision Project for Harnett County, NC; a Classification and Compensation Study for the City of Hendersonville, NC; a Classification System and Pay Plan Development Study for Franklin County, NC; a Compensation and Classification Study for the City of Goldsboro, NC; a Classification and Compensation Study for Berkeley County, SC; Classification and Compensation Study Services for Beaufort 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 Town of Hilton Head Island, SC; a Classification and Compensation Study for the Town of Bluffton, SC; an Employee Evaluation System for the North Charleston Sewer District, SC; a Wage and Compensation Study for the City of Isle of Palms, SC; a Classification and Compensation Study for the City of Goose Creek, SC; a Classification and Compensation Study for the Richland Library, SC; Classification and Compensation/Benefits Study for the City of Jacksonville Beach, FL; 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 Classification and Compensation Study for the City of Destin, 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 and Classification Study for the City of North Port, FL; a Compensation Study for the Village of North Palm Beach, FL; a Compensation Study for the City of Hollywood, FL; a Compensation Study for Lake County, FL; a Pay and Classification Study for Martin County,



FL; Compensation and Classification Study Services for Monroe County, FL; a Compensation and Classification Study for Miami Shores Village, FL; a Classification and Compensation Study for the City of New Smyrna Beach, FL; a Job Classification and Compensation Study for the Utilities Commission, City of New Smyrna Beach, FL; a Compensation and Classification Study for Columbia County, OR; 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 Market Salary Update for the City of Buda, TX; a Classification and Compensation Study for the City of Pflugerville, TX; a Classification and Compensation Study for the City of Conroe, TX; a Comprehensive Compensation and Classification Study for the City of Farmers Branch, TX; a Classification and Compensation Study for the City of Portland, TX; a Comprehensive Compensation and Benefits Study for the City of Rowlett, TX; a Compensation Plan Study for the City of South Padre Island, TX; a Classification and Compensation Study for the City of Lockhart, TX; Comprehensive Compensation Plan for the City of Padre Island, TX; a Salary Compensation Study for Hood County, TX; and a Compensation and Classification Study for Brazoria County, TX; and a Classification and Compensation Study for Kaufman County, TX.

Ms. Berkley has a Bachelor's Degree in Psychology from Florida State University.

**Project Consultant
Dr. Angele Yazbec**

Dr. Angele Yazbec is a Consultant with Evergreen who has been with the firm for more than two years. She possesses a Ph.D. in Cognitive Psychology from Florida State University, and has a strong background in quantitative and qualitative analysis. She is able to apply her knowledge and skills as a Consultant for Evergreen through various functions including: conducting market research and collecting compensation data, running regression analyses and recommending appropriate pay grades, and editing job descriptions.

Recent projects that Dr. Yazbec has been involved with include: a Salary Review for the City of Brookhaven, GA; a Compensation and Benefits Study and Analysis for the City of Woodstock, GA; a Compensation Study for the City of Dalton, GA; a Classification, Compensation, and Staffing Study for the City of Powder Springs, GA; a Comprehensive Compensation and Classification Study of the City of Forest Park, GA; a Pay Study and Analysis for the City of Duluth, GA; a Salary Survey for the City of Dunwoody, GA; a Pay and Class Study for the City of Roswell, GA; a Comprehensive Employee Comp Study Plan for the City of Tybee Island, GA; a Compensation Study for the Forsyth County Public Library, GA; a Classification and Compensation Study for Live Oak Public Libraries, GA; a Classification and Compensation Study and analysis for Effingham County, GA; a Classification, Pay and Benefits Study for Lee County Commission, AL; a Classification, Compensation, and Benefits Study for the Chambers County Commission, AL; a Compensation Study for the Auburn-Opelika Tourism Bureau, AL; a Classification and Compensation/Benefits Study for the City of Jacksonville Beach, FL; a Compensation, Classification, and Benefits Study for the Volusia County Sheriff's Office, FL; a Compensation Study for the City of Orlando, FL; a



Compensation and Benefits Study for Loxahatchee River District, FL; a Pay and Classification Study for the Peace River Manasota Regional Water Supply District, FL; a Salary Survey and Gender Analysis for the Town of Medley, FL; a Pay Plan Study for Southwest Florida Water Management District, FL; a Classification, Compensation, and Benefits Study for the Village of Pinecrest, FL; a Classification and Compensation Study for the City of New Smyrna Beach, FL; a Compensation and Classification Study for the Town of Surfside, FL; a Compensation and Benefits Study for the City of Dardenne Prairie, MO; a Classification and Compensation Study for the Town of Hilton Head Island, SC; a Wage and Compensation Study for the City of Isle of Palms, SC; Classification and Compensation Study Services for Beaufort County, SC; a Classification and Compensation Study for the Town of Bluffton, SC; a Classification System and Pay Plan Development Study for Franklin County, NC; a Compensation and Classification Study for the City of Goldsboro, NC; a Classification and Compensation Study for the City of Hendersonville, NC; a Compensation and Classification Study for Transylvania County, NC; a Position Analysis and Revision Project for Harnett County, NC; a Compensation, Classification and Benefits Study for Haywood County, NC; a Classification and Compensation Study for the Alliance Health, NC; a Compensation and Classification Study for Charles County Government, MD; a Salary Survey for the Charles County Correctional Officers Association, MD; Personnel Manual Review and Revision Services for Calvert County, MD; a Compensation Study for the City of Hagerstown, MD; a Personnel Policy and Salary Study for Northumberland County, VA; a Non-Union Compensation Study for Boston Public Health Commission, MA; a Classification and Compensation Study for the City of Portland, TX; a Compensation and Classification Study for Brazoria County, TX; a Classification and Compensation Study for Kaufman County, TX; an Employee Compensation Study for Tarrant Community College District, TX; a Salary Compensation Study for Hood County, TX; a Classification and Compensation Study for the City of Lockhart, TX; a Compensation Plan Study for the City of South Padre Island, TX; a Classification and Compensation Study for Santa Fe Community College, NM; and a Compensation and Classification Study for Columbia County, OR.

**Project Consultant
Mr. Patrick
Higman**

Mr. Patrick Higman is an Analyst with Evergreen Solutions. As a former accountant, he regularly worked with local and state public associations by overseeing their reserve accounts, creating financial statements on their behalf, and performing financial analysis. This led him to work regularly with large volumes of data and creating custom reporting for senior leadership from it. With a focus on compensation and classification studies, the abilities and skills he obtained is demonstrated in his work, which includes: aggregating market research, collaborating with internal and external teams to perform surveys, evaluating results, and working with internal teams to assess various compensation packages.

Since joining Evergreen Solutions, Mr. Higman has assisted with multiple projects including: a Classification and Compensation Study and Analysis for Effingham County, GA; a Classification and Compensation Study for the City of Powder Springs, GA; a Staffing Study for the City of Powder Springs, GA.



a Classification and Compensation Study for Live Oak Public Libraries, GA; a Staff Classification and Compensation Study for St. Johns River State College, FL; a Compensation Study for Miami Dade College, FL; a Performance Evaluation Methodology Study for Kissimmee Utility Authority, FL; a Compensation Management Study for Flagler County, FL; a Compensation and Classification Study for the Town of Davie, FL; a Classification and Compensation Study for Palm Beach County, FL; a Compensation and Classification Study for the City of Daytona Beach Shores, FL; a Compensation Study for the City of Pensacola, FL; a Classification and Compensation Study for Pinellas County, FL; a Performance Evaluation Study for the Florida Bar; a Pay Plan, Classification and Compensation Study and Analysis for the Okaloosa Gas District, FL; a Compensation and Classification Study for the Broward County Housing Authority, FL; a Comprehensive Compensation and Classification Study for the Office of State Courts Administration, FL; a Personnel Manual Review and Revision Services for Calvert County, MD; a Position Classification and Compensation Analysis Study for College of Southern Maryland, MD; a Classification and Compensation Study for Loudoun County, VA; a Personnel Policy and Salary Study for Northumberland County, VA; a Pay Equity Analytics Model for Fire and Police Staff Study for the City of Raleigh, NC; a Simple Comparison and Blended Market Comparison/Competency Market Analysis Study for the North Carolina League of Municipalities, NC; a Compensation and Classification Study for Research Triangle Regional Transportation Authority (GoTriangle), NC; a Comprehensive Position Classification and Compensation Study for Gaston County, NC; a Position Analysis and Revision Project for Harnett County, NC; a Compensation, Classification and Benefits Study for Haywood County, NC; a Performance Evaluation Review for Franklin County, NC; a Classification and Compensation Study for the Town of Bluffton, SC; a Classification and Compensation Study for the City of Prescott, AZ; a Wage Compensation Study Services for Northern Arizona Intergovernmental Public Transportation Authority, AZ; a Competency Modeling and Succession Planning Study for Dallas Area Rapid Transit (DART), Dallas, TX; a Compensation Consulting Services Study for Fort Bend County, TX; a Compensation Study for Santa Fe Community College, NM; and a Classification, Compensation and Benefits Study for Ogden City Corporation, UT.

Mr. Higman holds an MBA and a Bachelor of Science in Finance from Florida State University.



Note: A team of experienced analytical and clerical support staff will contribute to this study, as needed.

1.4 References

In this section, we have provided the following three references that we feel demonstrate our experience 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 Dunwoody, Georgia**

Contact information: Ms. Nicole Stojka, Human Resources Director, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, (678) 382-6755, Nicole.Stojka@dunwoodyga.gov

Note: Evergreen previously conducted a Salary Survey for the City.

**Pay and Classification Study****City of Roswell, Georgia**

Contact information: Mr. Jim Harner, Human resources Director, 38 Hill Street, Suite G-60, Roswell, Georgia 30075, (770) 594-6440, jharner@roswellgov.com

Note: Evergreen previously conducted a Salary Survey for the City.

**Comprehensive Compensation and Classification Study****City of Forest Park, Georgia**

Contact Information: Ms. Shalonda Brown, Human Resources Director, 745 Forest Parkway
Forest Park, Georgia 30297, (404) 608-2347, sbrown@forestparkga.org



Section 2.0

Approach, Work Plan, and Timeline



2.0 *Approach, Work Plan, and Timeline*

In this section we provide our overall approach and methodology for conducting a Compensation Salary Study and Survey; a detailed work plan— identifying the tasks, activities, and milestones necessary to accomplish the deliverables included in the scope of the Request for Proposal (RFP) and a proposed timeline.

2.1 Approach and Methodology

Evergreen Solutions (Evergreen) is uniquely qualified to conduct a Compensation Salary Study and Survey for the City of Norcross 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, Executive Management Team, as well as the Human Resources Department throughout the process to ensure constant communication of issues, concerns, and potential outcomes. Our consultants work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen will work with you to balance the needs of the organization and meet its performance goals while carefully managing your 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 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 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 compensation and classification 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 compensation and classification data.
Communication Plan	Communication is a critical component of any Compensation Salary Study. 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. 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.
Developing the Compensation Philosophy	An organization's compensation philosophy is designed to support the overall business strategy. It can take many forms, but ultimately the compensation philosophy selected will guide the structure of the overall compensation system. Evergreen will meet with the client's leadership team to ascertain the organization's overall business strategy and document the various alternatives that are available to support that strategy. Based on the client's needs, Evergreen will provide the client with a comprehensive compensation philosophy to guide subsequent decisions. Typically, a consultant can facilitate the process and make recommendations for the compensation philosophy, but the decision will ultimately rest with the organization itself. It



	is imperative for the client to agree upon a compensation philosophy prior to establishing the remaining components of the compensation system.
Compensation	Our approach to pay plan 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.
Market Survey	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.
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 of salary. 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. 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.



Compensation Administration Guidelines

Evergreen 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.

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;
- 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.

2.2 Detailed Work Plan

Evergreen has provided a detailed work plan to conduct a Compensation Salary Study and Survey for the City of Norcross is in this section.

Our work plan consists of the following eight tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 4: Conduct a Market Salary Survey and Provide External Assessment Summary



Task 1.0 Project Initiation

- Task 5: Develop Strategic Positioning Recommendations
- Task 6: Conduct Solution Analysis
- Task 7: Develop and Submit Draft and Final Reports
- Task 8: Develop Recommendations for Compensation Administration

TASK GOALS

- Finalize the project plan with the City.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for overall process, milestones, and deliverables.

TASK ACTIVITIES

- 1.1 Discuss with the City's Project Manager (CPM), and the Executive Management Team (Executive Team) the following objectives:
 - understand the objectives for this project, 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 process and timeline for the project including all assignments and project milestones/deliverables, beginning and end dates for each phase and additional meetings;
 - 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 scale will reinforce current and future goals.
- 1.3 Obtain relevant materials, including:
 - related background documents;
 - 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;



Task 2.0 Evaluate the Current System

- current classification descriptions, salary schedule(s); benefits information; and
- personnel policies and procedures.

1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

1.5 Provide frequent updates to the CPM.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of City employees

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the City's current compensation plan.

TASK ACTIVITIES

- 2.1 Obtain the existing pay structure for the City. Look for potential problems and issues to be resolved. Review related background documents, including the current pay scale.
- 2.2 Determine the strengths and weaknesses of the current pay plan for the City and review current pay grades and identify any pay compression issues that need to be addressed.
- 2.3 Discuss with the CPM a preliminary compensation philosophy of where the City desires to be in the market as it pertains to employee salaries.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system for the City as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Review related background documents
- Preliminary compensation philosophy
- Assessment of current conditions



Task 3.0
Identify List of
Market Survey
Benchmarks and
Approved List of
Targets

TASK GOALS

- Reach an appropriate number and identify the proper benchmark positions for the external labor market salary assessment.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary assessment.

TASK ACTIVITIES

- 3.1 Identify the list of classifications to include in the labor market salary survey, taking into consideration geographic applicability, specific job comparability, and departmental structure. **Note:** Evergreen consultants will work with the CPM to select up to 71 classifications (which includes mayor and council) to use as benchmarks for the salary survey.
- 3.2 Finalize the list of positions with the CPM.
- 3.3 For each employee group review with the CPM peer organizations to use as targets for the salary survey. **Note:** Evergreen will work with the CPM to select up to 20 targets for the salary survey.
- 3.4 Develop a preliminary list of public and private organizations for the external labor market survey of salary, placing a comparative emphasis on characteristics such as:
 - size of the organization;
 - geographic proximity to the Norcross area;
 - economic and budget characteristics; and
 - other demographic data.
- 3.5 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.
- 3.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 3.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Final list of benchmark positions for the external labor market assessment salary survey
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts



Task 4.0
Conduct a Market
Salary Survey and
Provide External
Assessment
Summary

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

- 4.1 Prepare a customized, comprehensive external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey. **Note: One question will ask survey participants the percent of total salary and wages versus benefit spend per the chart of accounts.** Benefits are defined as all healthcare plans, disability plans, retirement plans, and vacation leave.
- 4.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 4.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 4.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 4.5 Validate all data submitted.
- 4.6 Develop summary report of external labor market assessment results to discuss with CPM and Executive Team.
- 4.7 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 5.0
Develop Strategic
Positioning
Recommendations

TASK GOALS

- Assess the appropriateness of the City's existing compensation philosophy.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 5.1 Identify the accepted compensation philosophy and accompanying thresholds.



Task 6.0 Conduct Solution Analysis

- 5.2 Using the market salary data collected in **Task 4.0**, and the compensation data reviewed in **Task 2.0**, determine the proper pay scale including number of grades and ranges.
- 5.3 Identify highly competitive positions within the City and customize recommendations for compensation where required.
- 5.4 Produce a pay scale(s) that best meets the needs of the City from an external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account external equity
- Plan for addressing unique, highly competitive positions

TASK GOALS

- Conduct analysis comparing classification values.
- Survey results for the benchmark positions.
- Propose several possible options for implementation.

TASK ACTIVITIES

- 6.1 Use a market based approach, or other appropriate techniques, to properly slot each classification into the proposed pay scale.
- 6.2 Place all classifications into pay grades based on **Task Activity 6.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 6.3 Propose changes for consideration to the overall pay scale that takes into consideration geographic applicability, specific job comparability, and departmental structure; as well as the findings from the salary analysis.
- 6.4 Create implementation solutions for consideration that take into account the current compensation philosophy and financial impact, as well as the findings from the compensation analysis. Recommend alternative compensation policy changes.
- 6.6 Discuss the proposed changes to the overall pay scale with the CPM and Executive Team.
- 6.7 Document the accepted solution.



**Task 7.0
Develop and
Submit Draft and
Final Reports**

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential changes
- Documented final solution

TASK GOALS

- Develop and submit a draft and final report of the Compensation Salary Study and Survey to the City of Norcross.
- Present the Final Report.

TASK ACTIVITIES

- 7.1 Develop and submit a comprehensive draft report to the CPM that outlines the results of each previous step. The draft report will include an estimate of the cost to implement all recommendations that is projected for 2022.
- 7.2 Submit the comprehensive draft report to the CPM for review and approval.
- 7.3 Make edits and submit necessary copies of the final report.
- 7.4 Present the final report in up to three executive summary presentations.
- 7.5 Develop a communication plan for sharing study results with the City's employees.
- 7.6 Develop implementation database to communicate the process and progress of this project to the CPM.
- 7.7 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database



**Task 8.0
Develop
Recommendations
for Compensation
Administration**

TASK GOALS

- Develop recommendations for a maintenance program so administration by City staff may sustain the recommended compensation system/structure.

TASK ACTIVITIES

- 8.1 Develop recommendations and guidelines for continued administration and maintenance of the 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.
- 8.2 Recommend recruitment/retention strategies, where appropriate.
- 8.3 Finalize and present recommendations to the CPM and Executive Team for review.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

**2.3
Proposed
Timeline**

Evergreen possesses the ability, staff, skills, and tools to conduct the Compensation Salary Study and Survey for the City of Norcross in approximately 2.5 months of the project start date and following the signing of the contract which is within the recommended timeline in the RFP. This is based on a tentative start date of April 15, 2021, and a completion date of June 30, 2021.

This proposed timeline can be modified in any way to best meet the needs of the City.



Section 3.0

Cost Proposal



3.0 *Cost Proposal*

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Compensation Salary Study and Survey for the City of Norcross. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm 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 2** of our proposal is **\$22,500**. 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 includes two separate onsite visits to Norcross to perform the requested work as most of the required meetings can be done virtually.

Our preferred payment schedule is as follows:

- 33% - upon completion of Tasks 1 – 2
- 33% - upon completion of Tasks 3 – 4
- 34% - upon completion of Tasks 5 – 8

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City of Norcross wishes to identify.

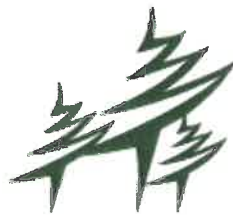


Appendix: Sample Final Report



Compensation Study for the City of Dunwoody, GA

FINAL REPORT



Evergreen Solutions, LLC

May 6, 2020

EVERGREEN SOLUTIONS, LLC

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EVERGREEN SOLUTIONS, LLC

Chapter 1 - Introduction

Evergreen Solutions, LLC (Evergreen) conducted a Compensation Study for the City of Dunwoody (City) in 2018. As a result, the City implemented a new compensation (pay) structure in 2018. Following a recommendation by Evergreen to conduct these reviews regularly, and the City's commitment to keep its pay structure current with its competitive labor market, Evergreen was again hired to conduct a Compensation Study (update review) beginning in January 2020.

The purpose of this study was to analyze the City's pay system and make recommendations to maintain its competitive position in the labor market. Additionally, Evergreen was asked to survey the City's peers regarding retirement benefits. Overall, the study activities involved analyzing the external equity of the City's compensation system and making recommendations in response to those findings.

Study tasks involved:

- holding a study kick-off meeting;
- analyzing the City's current salary structure to determine its strengths and weaknesses;
- facilitating discussions with the City's project team to develop an understanding of its compensation philosophy;
- conducting a market salary survey to assess the external equity (market competitiveness) of the City's current pay system including retirement benefits;
- making appropriate revisions to its compensation structure as appropriate to maintain a highly competitive market position;
- developing optional methods for transitioning employees' salaries into the revised structure and calculating cost estimates for implementation;
- providing the City with information and strategies regarding compensation administration; and
- preparing and submitting draft and final reports that summarize the study findings and recommendations.



1.1 STUDY METHODOLOGY

Evergreen used a combination of quantitative and qualitative methods to develop recommendations to improve the City's competitive position for its compensation system for positions. Study activities included:

Kick-off Meeting

The kick-off meeting allowed members of the study team from the City and Evergreen to discuss different aspects of the study. During the meeting, information about the City's compensation structure and pay philosophy was shared and the work plan for the study was finalized. The meeting also provided an opportunity for Evergreen to explain the types of data needed to begin the study.

Assessment of Current Conditions

This analysis provided an overall assessment of the City's current pay structure (plan) and related employee data at the time of the study. The current pay plan and the progression of employees' salaries through the pay ranges were examined during this process. The findings of this analysis are summarized in Chapter 2 of this report.

Compensation Philosophy

Evergreen conducted meetings with the City's project 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 compensation system and related pay practices.

Salary Survey

For the salary survey, peers were identified that compete with the City for human resources and provide similar services. Classifications were identified by the City to include in the salary survey. Additional retirement benefit questions were designed to include in the survey. A survey tool was developed to collect salary range data for each identified classification. The salary and benefit data collected through the survey were analyzed, and a summary of the data can be found in Chapter 3 of this report.

Recommendations

During the review of the compensation philosophy, the City identified its desire to lead the labor market at a competitive position (80th percentile). Understanding this, and utilizing the findings of external equity analysis, a revised pay plan was created. Next, an implementation method was developed to transition employees' salaries into the revised pay plan, and the associated costs of adjusting employees' salaries were estimated. Information was also provided on how to maintain the pay plan going forward. A summary of all study findings and recommendations can be found in Chapter 4 of this report.



1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Assessment of Current Conditions
- Chapter 3 – Market Summary
- Chapter 4 – Recommendations



EVERGREEN SOLUTIONS, LLC

Chapter 2 – Assessment of Current Conditions

The purpose of this evaluation was to provide an overall assessment of the City's compensation structure, and employee salary progression. 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 evaluation 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 review of internal equity and the analysis of peer market data. Subsequently, appropriate compensation related recommendations were developed for the City and are described later in this report.

2.1 PAY PLAN ANALYSIS

The City administered one open-range pay plan for 91 total employees. The City Manager position was not included in the pay plan as is typical for this classification. Exhibit 2A illustrates the pay plan with established ranges of minimum and maximum salaries, with a calculated midpoint, and 20 pay grades. The range spreads (the percentage difference between the minimum and maximum of the pay grades relative to the grade's minimum) ranged from 60.0 percent for pay grades 101-110 to 65.0 percent for pay grades 111-120.



EXHIBIT 2A PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range Spread	Employees
101	\$ 28,085.00	\$ 36,510.50	\$ 44,936.00	60.0%	2
102	\$ 30,332.00	\$ 39,431.00	\$ 48,531.00	60.0%	0
103	\$ 32,758.00	\$ 42,586.00	\$ 52,413.00	60.0%	0
104	\$ 35,379.00	\$ 45,992.50	\$ 56,606.00	60.0%	6
105	\$ 38,209.00	\$ 49,672.00	\$ 61,135.00	60.0%	5
106	\$ 41,266.00	\$ 53,646.00	\$ 66,026.00	60.0%	3
107	\$ 44,567.00	\$ 57,937.50	\$ 71,308.00	60.0%	48
108	\$ 48,133.00	\$ 62,573.00	\$ 77,012.00	60.0%	0
109	\$ 51,983.00	\$ 67,578.00	\$ 83,173.00	60.0%	0
110	\$ 56,142.00	\$ 72,984.50	\$ 89,827.00	60.0%	10
111	\$ 60,633.00	\$ 80,339.00	\$100,045.00	65.0%	4
112	\$ 65,484.00	\$ 86,766.50	\$108,049.00	65.0%	1
113	\$ 70,723.00	\$ 93,708.00	\$116,693.00	65.0%	0
114	\$ 76,381.00	\$101,204.50	\$126,028.00	65.0%	3
115	\$ 82,491.00	\$109,301.00	\$136,110.00	65.0%	0
116	\$ 89,090.00	\$118,044.50	\$146,999.00	65.0%	5
117	\$ 96,218.00	\$127,488.50	\$158,759.00	65.0%	1
118	\$103,915.00	\$137,687.50	\$171,460.00	65.0%	3
119	\$112,228.00	\$148,702.00	\$185,177.00	65.0%	0
120	\$121,206.00	\$160,599.00	\$199,991.00	65.0%	0

Source: Created by Evergreen Solutions from data provided by the City as of January 2020.

2.2 EMPLOYEE SALARY PLACEMENT BY GRADE

When assessing the effectiveness of the City's pay plan and practices, it is important to analyze where employees' salaries fell within each pay range. Identifying those areas where there may be clusters of employees' salaries could illuminate potential pay progression concerns within the current 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.

When looking at the placement of employees' salaries relative to pay grade minimums and maximums, it was shown that no employees' salaries fell below the minimum or above the maximum. Furthermore, no employees' salaries were at the minimum or maximum either.



Exhibit 2B illustrates the placement of employees' salaries in their pay grades relative to the calculated pay grade midpoints. The exhibits contain 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 2B
SALARY PLACEMENT OF GENERAL EMPLOYEES
BELOW, AT, AND ABOVE MIDPOINT BY GRADE**

Grade	Employees	# < Mid	% < Mid	# at Mid	% at Mid	# > Mid	% > Mid
101	2	1	50.0%	0	0.0%	1	50.0%
102	0	--	--	--	--	--	--
103	0	--	--	--	--	--	--
104	6	6	100.0%	0	0.0%	0	0.0%
105	5	5	100.0%	0	0.0%	0	0.0%
106	3	0	0.0%	0	0.0%	3	100.0%
107	48	39	81.3%	0	0.0%	9	18.8%
108	0	--	--	--	--	--	--
109	0	--	--	--	--	--	--
110	10	9	90.0%	0	0.0%	1	10.0%
111	4	4	100.0%	0	0.0%	0	0.0%
112	1	1	100.0%	0	0.0%	0	0.0%
113	0	--	--	--	--	--	--
114	3	1	33.3%	0	0.0%	2	66.7%
115	0	--	--	--	--	--	--
116	5	1	20.0%	2	40.0%	2	40.0%
117	1	0	0.0%	0	0.0%	1	100.0%
118	3	1	33.3%	1	33.3%	1	33.3%
119	0	--	--	--	--	--	--
120	0	--	--	--	--	--	--
Total	91	68	74.7%	3	3.3%	20	22.0%

Source: Created by Evergreen Solutions from data provided by the City as of January 2020.



Employees with salaries close to the midpoint of a pay range should be fully proficient in their classification and require minimal supervision to satisfactorily complete their job duties. 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 midpoint. Of the 91 employees with classifications in the City's pay plans, 68 employees (74.7 percent) had salaries below the midpoint of their respective range, three employees (3.3 percent) had salaries at the midpoint, and 20 employees (22.0 percent) had salaries above the midpoint.

2.3 SALARY QUARTILE ANALYSIS

This section provides an additional analysis 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 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 percent of the pay range. This analytical method provided an opportunity to assess how employees' salaries are disbursed throughout each pay grade.

Exhibit 2C provides a breakdown of placement of employees' salaries relative to salary quartile and provide the following:

- the pay grades,
- the number of employees per pay grade, and
- the location (by quartile) of the employees' salaries within each grade.



EXHIBIT 2C
SALARY QUARTILE ANALYSIS – GENERAL EMPLOYEES

GRADE	Total Employees	1st Quartile # Employees	2nd Quartile # Employees	3rd Quartile # Employees	4th Quartile # Employees
101	2	0	1	1	0
102	0	--	--	--	--
103	0	--	--	--	--
104	6	6	0	0	0
105	5	3	2	0	0
106	3	0	0	2	1
107	48	29	10	7	2
108	0	--	--	--	--
109	0	--	--	--	--
110	10	5	4	1	0
111	4	0	4	0	0
112	1	1	0	0	0
113	0	--	--	--	--
114	3	1	0	1	1
115	0	--	--	--	--
116	5	0	1	4	0
117	1	0	0	0	1
118	3	0	1	1	1
119	0	--	--	--	--
120	0	--	--	--	--
Total	91	45	23	17	6
Percentage		49.4%	25.3%	18.7%	6.6%

Source: Created by Evergreen Solutions from data provided by the City as of January 2020.

As Exhibit 2C illustrates, employees' salaries were clustered in the first and second quartiles. In order of employee concentration for both employee groups, 45 total employees (49.5 percent) had salaries in the first quartile of their respective pay ranges. The next largest amount of employees' salaries was found in the second quartile with 23 total employees (25.3 percent). Additionally, 17 total employees (18.7 percent) had salaries in the third quartile of their respective pay ranges, while six total employees (6.6 percent) earned in the fourth quartile of their respective pay ranges.

2.4 SUMMARY

Overall, the City's compensation structure offered a firm foundation on which to continue to build. The key points of the current structure were:

- The City administered an open-range pay plan for 91 total employees. Range spreads ranged from 60 to 65 percent.



- The City's employees' salaries were clustered in the first and second quartiles, with 74.7 percent of employees' salaries falling below the midpoint.

The City's pay structure provided employees with a clear pay plan and ranges, and while employees' salaries have progressed over time, there appears to be some compression in the first and second quartiles of the pay ranges. This compression could reflect a reasonably high number of new hires, whose starting salaries would typically fall within the first quartile. The method by which salaries have and should progress will be examined in more detail during the review of the City's compensation philosophy.

The information gained from this review was used in conjunction with the market analysis data to develop recommendations for a revised competitive compensation plan that would continue to align with the City's compensation philosophy. These recommendations can be found in **Chapter 4** of this report.



EVERGREEN SOLUTIONS, LLC

Chapter 3 – Market Summary

This chapter provides a market analysis comparing the City's salary ranges to the salary ranges at peer organizations. The data from targeted market peers were used to evaluate the overall compensation 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. An employee's compensation is determined through a combination of factors, which could include: the demand for a job, the candidate's prior experience, or an individual's negotiation skills during the hiring process.

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 provided to employees, they must be done at regular intervals if the City wishes to remain current with its market peers and salary trends.

3.1 SALARY SURVEY RESULTS

Evergreen collected pay range information from target organizations utilizing a salary survey tool. The development of this tool included identifying the classifications to be surveyed. The City provided a list of the classifications to be surveyed which largely represented 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 for each identified classification were provided in the survey tool so that peers could determine if the position existed within their organization.

Evergreen received concurrence from the City's project team regarding the targets to whom the survey was provided. 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. Due to the geographic proximity of peers, it was not necessary to adjust the collected data for any differences in cost of living. **Exhibit 3A** provides the list of 17 market peers from which data were collected and **Exhibit 3B** includes data from the 29 identified classifications.



EXHIBIT 3A MARKET PEERS

Market Peers
City of Acworth, GA
City of Alpharetta, GA
City of Brookhaven, GA
City of Chamblee, GA
City of Cumming, GA
City of Decatur, GA
City of Douglasville, GA
City of Duluth, GA
City of Johns Creek, GA
City of Kennesaw, GA
City of Marietta, GA
City of Milton, GA
City of Norcross, GA
City of Roswell, GA
City of Sandy Springs, GA
City of Smyrna, GA
City of Suwanee, GA

*Bold indicates data included from peer

The City expressed a desire to examine its salary schedule as compared to a highly competitive position (80th percentile) in the market. As such, the data in Exhibit 3B reflects the peers' salary ranges at the 80th percentile rather than the averages of peers' salary ranges. Thus, to determine the position of the existing structure, Evergreen compared the City's 2019 salary ranges for the identified classifications to the 80th percentile market position. While additional classifications were surveyed, only those with three or more responses are considered valid and provided in the comparison. The following Salary Survey Summary exhibit (**Exhibit B**) compares the City's current salary range minimums, midpoints, and maximums to the 80th percentile of the peers' salary range minimums, midpoints, and maximums. This exhibit contains the following information:

- The market salary range information for each classification. This indicates the 80th percentile of the minimum, midpoint, and maximum of the peer survey data for each identified classification of the peer survey data for each identified classification.
- The percent differentials (to the City's existing salary ranges). A positive differential indicates the City was above the targets' 80th percentile for that classification at the minimum, midpoint, or maximum. A negative differential indicates the City was below the 80th percentile for that classification. The final row provides the average of the



minimum, midpoint, and maximum for all identified classifications. This represents an average of all classifications' differentials.

- The survey average range width. This provides the 80th percentile of the minimum and the 80th percentile of the maximum salaries of the respondents relative to the average minimum. The average range spread for all of the surveyed classifications is provided in the final row of the exhibit.
- The number of survey responses for each classification is provided in the final column. The average number of responses for all the classifications is provided in the final row of the exhibit.

EXHIBIT 3B
SALARY SURVEY SUMMARY—80TH PERCENTILE

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
	80th Percentile	% Diff	80th Percentile	% Diff	80th Percentile	% Diff		
Accounting Manager	\$61,134.40	-	\$82,364.50	-	\$104,284.20	-	52.6%	7
Assistant City Manager	\$104,855.20	-0.9%	\$137,340.44	0.3%	\$170,647.38	0.5%	56.4%	5
Chief Building Official	\$66,280.24	-	\$87,490.90	-	\$108,981.35	-	57.9%	7
City Clerk	\$75,809.00	0.8%	\$94,036.95	7.3%	\$113,713.00	10.3%	50.7%	11
Communications Director	\$91,213.83	-	\$114,452.34	-	\$137,176.76	-	52.0%	4
Communications Manager	\$74,832.45	-	\$90,757.35	-	\$108,288.40	-	52.3%	5
Community Development Director	\$88,493.96	0.7%	\$114,165.75	3.3%	\$140,991.80	4.2%	55.4%	8
Crime Analyst	\$39,224.50	5.1%	\$50,991.90	5.1%	\$62,759.31	5.1%	55.3%	7
Deputy Chief	\$85,758.00	3.8%	\$109,324.50	7.7%	\$136,000.00	7.8%	59.5%	6
Deputy Municipal Court Clerk	\$41,288.00	-7.7%	\$52,603.00	-5.7%	\$63,918.00	-4.5%	54.3%	6
Detective	\$47,945.42	-7.3%	\$60,893.64	-5.0%	\$74,070.29	-3.8%	51.9%	5
Economic Development Director	\$76,945.53	14.6%	\$96,620.09	20.0%	\$116,294.64	23.3%	55.4%	5
Executive Assistant	\$44,096.00	-6.6%	\$55,128.00	-2.7%	\$67,850.00	-2.7%	54.3%	11
Finance Director	\$99,772.00	4.1%	\$127,924.11	7.4%	\$155,515.58	9.8%	53.7%	11
Human Resources Director	\$86,644.25	2.8%	\$112,950.74	4.4%	\$139,626.35	5.1%	59.4%	10
Human Resources Generalist	\$50,143.99	-11.8%	\$63,401.29	-9.0%	\$77,203.68	-7.9%	53.7%	4
IT Manager	\$92,250.40	-	\$119,863.66	-	\$145,141.12	-	50.6%	9
Lieutenant	\$65,252.69	-7.3%	\$80,361.00	0.0%	\$99,570.67	0.5%	52.6%	12
Major	\$80,913.60	-5.8%	\$94,850.90	6.5%	\$115,256.52	8.9%	49.5%	10
Municipal Court Clerk	\$65,236.20	0.4%	\$79,620.46	8.6%	\$93,254.44	14.7%	50.1%	8
Parks & Recreation Director	\$87,568.56	1.7%	\$113,008.48	4.4%	\$138,442.16	6.0%	56.5%	9
Parks Maintenance Supervisor	\$46,824.33	-	\$62,165.40	-	\$76,290.40	-	60.6%	8
Police Chief	\$100,360.00	3.5%	\$130,468.00	5.4%	\$159,636.00	7.1%	40.4%	11
Police Officer	\$45,249.15	-1.5%	\$55,396.16	4.5%	\$70,222.80	1.5%	54.3%	13
Police Service Rep (PSR)	\$34,701.90	1.9%	\$43,596.76	5.3%	\$52,767.01	7.0%	51.3%	5
Property & Evidence Technician	\$42,436.16	-10.5%	\$51,097.28	-2.8%	\$61,343.52	-0.3%	52.0%	8
Public Works Director	\$90,301.68	6.3%	\$115,032.52	10.3%	\$140,174.92	12.4%	58.6%	8
Records Supervisor	\$46,553.11	-4.4%	\$63,036.90	-8.4%	\$76,639.20	-7.2%	58.0%	5
Recreation Supervisor	\$43,121.28	-	\$59,484.80	-	\$75,287.68	-	66.1%	4
Sergeant	\$60,552.91	-7.6%	\$74,899.58	-2.6%	\$91,065.44	-1.4%	49.5%	13
Overall Average		-1.1%		2.8%		4.2%	54.2%	7.8



Market Minimums

A starting point of the analysis was to compare the peer's 80th percentile of the minimum for each classification to the City's range minimums. Market minimums are generally considered an entry level salary for employees who meet the minimum qualifications of a classification. Employees with salaries at or near the range minimums typically have not mastered the job and probably have not acquired the skills and experience necessary to be fully proficient in their classification.

For the identified classifications, the City was, on average, 1.1 percent behind the 80th percentile of the market 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.

For identified classifications, the City was, on average, 2.8 percent above the 80th percentile of the market midpoint.

Market Maximums

In this section, salary range maximums are compared to the peers' 80th percentile of maximums for each identified 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.

For identified classifications, the City was, on average, 4.2 percent above the 80th percentile of the market maximum.

3.2 RETIREMENT PLAN BENEFITS

In addition to the salary survey, the City tasked Evergreen with collecting some information regarding its peer's retirement plan offerings. As such, specific supplemental data were included with the salary survey regarding retirement plans. Exhibit 3C displays the peers' from which retirement plan data were collected for this analysis. Exhibit 3D displays the number of retirement plans provided and the types of retirement plans offered to employees, including a 401(a), 457(b), Pension plan, and Social Security Replacement (SS Replacement). The City and all of its peers indicated they provide a 401(a) plan to their employees, although the City has a more generous employer contribution to the 401(a) plan and a shorter vesting period compared to its peers, on average. The City and 92.9 percent of its peers also provided a 457(b) plan, which typically, though not always, accompanied the



401(a) plan. The City and 14.3 percent of its peers also provided a SS Replacement plan, with an employer contribution rate of 6.2%. Unlike the City, 64.3 percent of peers also provided a pension plan for its employees, with an average employer contribution of 11.1 percent.

**EXHIBIT 3C
MARKET PEERS FOR RETIREMENT PLANS**

Market Peers
City of Acworth, GA
City of Alpharetta, GA
City of Brookhaven, GA
City of Chamblee, GA
City of Cumming, GA
City of Decatur, GA
City of Douglasville, GA
City of Duluth, GA
City of Johns Creek, GA
City of Kennesaw, GA
City of Marietta, GA
City of Milton, GA
City of Norcross, GA
City of Roswell, GA
City of Sandy Springs, GA
City of Smyrna, GA
City of Suwanee, GA

*Bold indicates data included from peer



EXHIBIT 3D RETIREMENT PLANS

Number of Plans	Peer Average	City of Dunwoody, GA
Number of retirement plans offered	2.7	3

Plan Type	Organization	Percentage Offered	Years to Fully Vest	Average Employer Contribution	Average Employee Contribution
401(a)	Peer Average	100.0%	4.1	6.9%	1.5%
	City of Dunwoody, GA	Yes	1.0	11%, plus 4% if employee contributes 8% to 457 (b)	0.0%
457(b)	Peer Average	92.9%	0.0	0.0%	varies
	City of Dunwoody, GA	Yes	0.0	0.0%	varies
Pension Plan	Peer Average	64.3%	6.7	11.1%	0.0%
	City of Dunwoody, GA	No	–	–	–
SS Replacement	Peer Average	14.3%	0.0	6.2%	3.1%
	City of Dunwoody, GA	Yes	0.0	6.2%	0.0%

3.3 MARKET SUMMARY

In 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 identified classifications' ranges were generally found to be aligned with the City's desire to be competitive at the 80th percentile of the market. Additionally, the City's retirement plans were comparable with the market providing a total compensation system that was very competitive. All study findings and subsequent recommendations can be found in the next chapter of this report.



EVERGREEN SOLUTIONS, LLC

Chapter 4 – Recommendations

The analysis of the City's compensation system overall revealed a strong system that could be improved through only minor revisions. Study recommendations to this end, as well as the findings that led to each, are discussed in this chapter.

4.1 COMPENSATION SYSTEM

The compensation system analysis consisted primarily of an external market assessment during which the City's pay ranges for the classifications were compared to the market average. Details regarding the external market assessment were provided in **Chapter 3** of this report. Additionally, internal equity (i.e., the hierarchy of classifications), was considered. Both factors were utilized when developing the recommendations below.

FINDING

The City's salary ranges were generally aligned with its "lead the market position" (80th percentile) for many of the classifications at the minimum, midpoint, and maximums. The pay plan could be revised slightly to remain at this highly competitive market position. This could be achieved through a minor revision to the pay plan overall and re-slotting (pay grade assignment) of classifications if appropriate.

RECOMMENDATION 1: Revise the current pay plan and slot all classifications within the plan based on external analysis and internal hierarchy review; and implement the revised pay plan transitioning employees' salaries into the plan.

Consistent with the City's compensation philosophy, an open-range pay plan was maintained. Market data from **Chapter 3** suggested that the City's pay ranges were about one percent behind its desired market position at the market minimum; thus, the entire pay plan was increased by this percentage (one). **Exhibit 4A** shows the proposed revised open-range pay plan, with 20 pay grades and range spreads of 60 to 65 percent.



**EXHIBIT 4A
PROPOSED PAY PLAN**

Grade	Minimum	Midpoint	Maximum	Range Spread
101	\$ 28,365.85	\$ 36,875.61	\$45,385.36	60.0%
102	\$ 30,635.32	\$ 39,825.31	\$49,016.31	60.0%
103	\$ 33,085.58	\$ 43,011.86	\$52,937.13	60.0%
104	\$ 35,732.79	\$ 46,452.43	\$57,172.06	60.0%
105	\$ 38,591.09	\$ 50,168.72	\$61,746.35	60.0%
106	\$ 41,678.66	\$ 54,182.46	\$66,686.26	60.0%
107	\$ 45,012.67	\$ 58,516.88	\$72,021.08	60.0%
108	\$ 48,614.33	\$ 63,198.73	\$77,782.12	60.0%
109	\$ 52,502.83	\$ 68,253.78	\$84,004.73	60.0%
110	\$ 56,703.42	\$ 73,714.35	\$90,725.27	60.0%
111	\$ 61,239.33	\$ 81,142.39	\$101,045.45	65.0%
112	\$ 66,138.84	\$ 87,634.17	\$109,129.49	65.0%
113	\$ 71,430.23	\$ 94,645.08	\$117,859.93	65.0%
114	\$ 77,144.81	\$102,216.55	\$127,288.28	65.0%
115	\$ 83,315.91	\$110,394.01	\$137,471.10	65.0%
116	\$ 89,980.90	\$119,224.95	\$148,468.99	65.0%
117	\$ 97,180.18	\$128,763.39	\$160,346.59	65.0%
118	\$104,954.15	\$139,064.38	\$173,174.60	65.0%
119	\$113,350.28	\$150,189.02	\$187,028.77	65.0%
120	\$122,418.06	\$162,204.99	\$201,990.91	65.0%

Next, both hierarchy of classifications and market data were analyzed when reviewing the slotting (pay grade assignment) of the City's classifications. The resulting recommended pay grades for each of the City's classifications are shown in **Exhibit 4B**.

**EXHIBIT 4B
PROPOSED PAY GRADES**

Classification Title	Proposed Pay Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
Prisoner Transport Officer	101	\$ 28,365.85	\$ 36,875.61	\$45,385.36
Police Service Representative	104	\$ 35,732.79	\$ 46,452.43	\$57,172.06
Property & Evidence Technician Records Clerk	105	\$ 38,591.09	\$ 50,168.72	\$61,746.35
Crime Analyst Deputy Municipal Court Clerk Executive Assistant-Chief of Police Police Crime Scene Technician Recreation Program Leader	106	\$ 41,678.66	\$ 54,182.46	\$66,686.26
Assistant to the City Clerk Detective Parks Operations Coordinator Police Officer Recreation Supervisor	107	\$ 45,012.67	\$ 58,516.88	\$72,021.08
Humans Resource Generalist Parks Maintenance Supervisor Records Supervisor	108	\$ 48,614.33	\$ 63,198.73	\$77,782.12
Business Retention Manager Sergeant	110	\$ 56,703.42	\$ 73,714.35	\$90,725.27
Accounting Manager Communications Manager Lieutenant	111	\$ 61,239.33	\$ 81,142.39	\$101,045.45
Chief Building Official Municipal Court Clerk	112	\$ 66,138.84	\$ 87,634.17	\$109,129.49
City Clerk Major	114	\$ 77,144.81	\$102,216.55	\$127,288.28
Communications Director Community Development Director Deputy Chief Economic Development Director Human Resources Director Information Technology Manager Parks and Recreation Director	116	\$ 89,980.90	\$119,224.95	\$148,468.99
Public Works Director	117	\$ 97,180.18	\$128,763.39	\$160,346.59
Assistant City Manager Finance Director Police Chief	118	\$104,954.15	\$139,064.38	\$173,174.60



After revising the pay plan and (re)slotting classifications, an appropriate method for transitioning employees' salaries into the new plan was developed. This was done by establishing methods of calculating salaries in the proposed pay plan (ranges/step) and determining whether adjustments were necessary. While different options were developed the City was considering the method described below. It is important to note that the approximate costs are the cost of salary adjustments (only) and do not include the associated costs for employee benefits.

Bring to New Minimum

In this method, employees' salaries were compared to the minimums of their classification's proposed pay ranges. If an employee's salary was below his or her classification's pay range minimum, an adjustment was proposed to raise the individual's salary to the minimum.

Utilizing this approach, adjustments are recommended for a total of five employees with an approximate total annualized cost of \$5,318.

4.2 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 system becomes dated and less competitive.

RECOMMENDATION 2: 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 grade 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 grades 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 grade of the classification(s). If increasing a classification's pay grade 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 3: 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 classification and compensation study be conducted every three to five years to preserve both internal and external equity. 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 4: 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 moving salaries through the pay plan and setting new salaries for new hires and promotions, depends largely on an organization's compensation philosophy. It is important for the City to maintain 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. It is recommended that the City continuously evaluate, as it has with this study, its salary progression methods for employees' salaries and make changes to align with its compensation philosophy as appropriate.

New Hires

Typically, an employee holding the minimum education and experience requirements for a classification is hired at or near the classification's pay grade 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 allow 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 grade, and ensuring internal equity in the new classification. For example, a range of five to seven percent increase is common today, with consideration given to preserving the internal equity of employees' salaries within the classification. The City has established promotion guidelines which will continue to require review going forward to remain current with best practice.

4.3 SUMMARY

The recommendations in this chapter provide an update to the compensation system for the City's employees. If implemented, the recommendations will enhance the City's competitiveness in the labor market. By implementing the revised "lead the market" pay plan, it will have a responsive compensation system for several years to come. While the upkeep of this will require work, the City will find that having a more competitive system that enhances strong recruitment and employee retention is well worth this commitment.





MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6129	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Policy Work Session
Title:	Purchase of Courtroom Camera System		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Item - Courtroom Cameras updated](#)
2. [Norcross City Hall -SOLUTIONS2 - Camera Quote 1979](#)
3. [Court Camera System 05032021](#)

Title

Purchase of Courtroom Camera System

Drafter

Maurice Shepherd

Motion

A motion to Approve/Deny the purchase of a courtroom camera system from Solutions2 at a cost of \$7,977.00 funded from an appropriation from the Motor Vehicle Rental Fund.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Maurice Shepherd, Clerk of Court/Court Administrator

Agenda: April 19, 2021 – Policy Work Session

Agenda #: 21-6129

Item: Approve purchase of a courtroom camera system from Solutions2 at a cost of \$7,977.00 funded from an appropriation from the Motor Vehicle Rental Fund.

Recommendation

Approve purchase of a courtroom camera system from Solutions2 at a cost of \$7,977.00 funded from an appropriation from the Motor Vehicle Rental Fund, which can be used for public safety expenditures.

Background

The purpose of the camera system is to provide security and surveillance in areas where money transactions occur, to record money transactions, to enable remote monitoring and to protect customer and clerk assets. During the Gwinnett County Sheriff court inspection, gaps were noticed in the security system where surveillance is not provided in two areas, the back of the courtroom and the bench in the hallway where probationers sit waiting to be enrolled on probation. If an incident occurred in any of the aforementioned areas, the City would otherwise have no video of it.

Three quotes were obtained, and the Solutions2 quote -- \$7,977.00 – reflected both the lowest cost and the preferred approach: six cameras with system capacity for eight cameras.

Convirgent's price for expanding the current system by 6 cameras is \$7,388.00

Convirgent's price for a standalone 6-camera system is \$10,836.00

Back Street Surveillance's price for an 8-camera system is \$4,082.42

Since the discussion at the April Policy Work Session, it has been determined that the retention requirement for the Municipal Court is 180 days. As a result, and based on prior discussion, the device used to back up video has been increased to hard drives with a total of 8 terabytes. The cost increased to \$7,977. Storage will be onsite or using Cloud Services at additional cost.

Financial Impact

Funds were not budgeted. Revenue received from motor vehicle rentals is restricted in use. Public safety is an eligible use and sufficient funds are available.

Consistent with Comprehensive Plan?

There is no conflict of this item with the City's Comprehensive plan.

Next Steps

Following Council authorization, cameras will be installed in the Municipal Court area.

Attachments

Budget Amendment

SOLUTION2, LLC
1504 Commercial Ct.
Suite B
Jonesboro, GA 30238



Estimate

Date	Estimate #
4/28/2021	2007

Name / Address
City of Norcross Public Works Dept.

Ship To / Job Address

P.O. No.	Terms
	Due on receipt

Item	Description	Qty	Rate	Total
Network Services	Provide and Install a new IP Security Camera System as follows: - (1) 16-Channel NVR with (2) 10 TeraByte Hard Drives, 20 TB Total - (1) 16-Channel POE Gigabit Network Switch - (2) 12-Mega-Pixel Fish Eye Camera - (6) 8-Mega-Pixel Turret Camera with 2.8mm Fixed Lens, With Audio - (1) Cat6 Cable as needed - (1) Hardware as needed - Installation of (8) camera at the locations listed below - All needed hardware to install cameras and recorder - Installation, Programming, and Setup Document Camera Locations: 1. Front Window 1 2. Front Window 2 3. Clerk 1 4. Clerk 2 5. Courtroom - Rear 6. Courtroom - Front 7. Courtroom - Side 1 8. Courtroom - Side 2 NOTE: NVR will be installed in the Court Administrator's office, on the desk, beside the PC. Customer to provide their own 4K Monitor.	1	7,977.00	7,977.00
Thank you for your business.			Total	\$7,977.00

Phone #	E-mail	Web Site
678-665-8406	matt@solutions2.com	www.solutions2.com

Attachment: Norcross City Hall -SOLUTIONS2 - Camera Quote 1979 [Revision 1] (21-6129 : Purchase of Courtroom Camera System)

Date Submitted: 4/19/2021

FY21 Budget Amendments									
Department Transfer From	Fund	Line Item #	Line item Description	Amount Transferred	Amount Transferred	To Division	Line Item #	Line item Description	
Motor Vehicle Fund	280	13.4200	Residual Fund Balance	\$ (7,977.00)	\$ 7,977.00	280	5.7540.542500	Equipment	Courtroom Camera System
Total				\$ (7,977.00)	\$ 7,977.00				

Date Approved: _____



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6120	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Policy Work Session
Title:	The Recycling Partnership Feet on the Street Program		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report](#)
2. [TRP Scope of Work and Contract](#)

Title

The Recycling Partnership Feet on the Street Program

Drafter

Tracy Rye

Motion

A motion to Approve/Deny the attached agreement and scope of work with The Recycling Partnership (TRP) for a “Feet on the Street” program to improve residential recycling contamination rates in the City of Norcross, funded by a \$15,000 grant provided TRP and \$5,000 re-appropriated from the Sustainable Norcross Commission budget.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP

Agenda: April 19, 2021

Agenda #:

Item: The Recycling Partnership/Scope of Work and Contract “Feet on the Street” program

CC: Eric Johnson

Recommendation

Based on the purpose of the Sustainable Norcross Commission (SNC) to “*educate and inspire Norcross residents and businesses to be leaders in sustainability...*” the Community Development and Planning Department recommends approval of the attached scope of work and grant contract with The Recycling Partnership (TRP), subject to Legal review, for a \$15,000 grant for a residential recycling program “Feet on the Street”.

Background

In the fall of 2020, the SNC presented to Mayor and Council a possible “Feet on the Street” grant from TRP in the amount of \$15,000. In essence, the grant would cover the costs of “Feet on the Street” assessment of residential curbside recyclables in Norcross over a several week period this year. The City will be required to provide staff oversight of the third party vendor performing the assessment, along with a \$5,000 match for education materials immediately before and during the project in the hopes of raising awareness of what items are truly appropriate to recycle and what are not appropriate to recycle, therefore hopefully markedly reducing the residential recycling contamination rate.

SNC, to date, has worked with TRP, PR, Community Development and Public Works to get in kind or monetary donations to assist with this effort as well as reappropriate existing SNC budget to cover any difference in expenditures for marketing materials. In addition, Community Development will be retaining our Green Communities Sustainable Intern, Jalia Killings, for the summer to assist with this effort.

Financial Impact

None as SNC will reappropriate their existing budget to cover the difference in the \$5,000 match and possible in-kind donations.

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan as it aids in maintaining Top Implementation Action item 7 for the planning horizon 2019-2024 which is "*Maintain Green Community Platinum Status*" and Community Work Program (CWP) item SQ. 11 "*Study needs and opportunities to increase recycling...*".

Next Steps

*Receive feedback/edits from Legal on the Grant Contract and Scope of Work (sent to Legal on April 5, 2021 for review and comment).

*Mayor and Council meeting, Monday, May 3, 2021, 6:30 PM

Attachments

TRP Scope of Work and Contract

Update



125 Rowell Court
Falls Church, VA 22046
864.760.8828

RECYCLINGPARTNERSHIP.ORG

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Norcross, Georgia (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

1. **Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: Terms and Conditions Attachment A, and Grantee’s Work Plan Attachment B. This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
2. **Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on November 30, 2021 unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.
3. **Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
4. **Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed \$15,000 to support the improvement of recycling program materials quality, resident engagement and materials recovery from Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in the section g, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including recycling program outreach collateral. The amounts set forth below represent The Partnership’s intended distribution of in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, in the Grantee's Workplan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof the Grantee will take reasonable and appropriate steps to substantially complete the Grantee's Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee's Work Plan.

5. Distribution Provisions: The Partnership shall distribute Cash Grant funds to the Grantee to support actual allowable expenditures the Grantee has made or otherwise will incur during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee's Work Plan as outlined in Attachment B hereto determined by The Partnership in its sole and absolute discretion. As provided in section s of Attachment A, The Partnership may also make payments to the vendors hired to perform the measurement activities and to provide the technology used for the Feet on the Street Cart Inspection Program (as defined in section c of Attachment B. Grant funds other than those paid to vendors as described above, excluding the final payment of grant funds, shall be distributed to reimburse Grantee for actual allowable expenditures, and The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 below documenting allowable expenditures. Total distributions from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final project report; the remaining ten percent (10%) of reimbursable expenses shall be paid upon final report submittal. Grant proceeds may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of Grant funds.

6. Invoices: As described in section r of Attachment A captioned "Reimbursement," the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for allowable expenditures for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Grantee's Final Report, as described in the "Reporting and Additional Post Award Requirements" section q of Attachment A. Except for invoices related to the vendors hired by The Partnership on behalf of the Grantee to perform measurement activities and technology supporting the Feet on the Street Inspection Program as provided in section s of Attachment A, all invoices submitted to The Partnership by the Grantee shall provide reasonable and appropriate

evidence for The Partnership to determine the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon presentation of herein described invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of grant funds to be provided by The Partnership for allowable expenditures and with the final ten percent (10%) becoming available as detailed in Paragraph 5 above.

7. **Grant Contacts:** Contacts for purposes of this Grant Agreement are set forth below.

Partnership Director of Community Programs:	Partnership Project Manager:	Grantee Project Manager:
Jill Martin Telephone: (920) 540-0179 Email: jmartin@recyclingpartnership.org	Cassandra Ford Community Project Coordinator Telephone: (785) 840-4048 Email: cford@recyclingpartnership.org	Name: Tracy D. Rye Title: Community Development & Planning Director, City of Norcross, GA Telephone: 678.421.2027 Email: tracy.rye@norcrossga.net

8. **Changes and Amendments:** Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. This Grant Agreement may be amended in a writing signed by the Parties, subject to the approval of the Charter Township Board of the Grantee by resolution.

9. **Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. **Appropriations Limitation:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Charter Township Board of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

[The balance of this page is intentionally left blank.]

The parties have executed this Grant Agreement as of the date last below written.

The Recycling Partnership, Inc.

By: _____

Jill Martin, Director of Community Programs

DATE: _____

City of Norcross, Georgia

By: _____

DATE: _____

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual allowable expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.

b. Notices: All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to jmartin@recyclingpartnership.org, with a copy to Cford@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's Director, Tracy D. Rye, at Tracy.Rye@norcrossga.net.

c. Recycled Paper: The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.

d. Lobbying: The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee's Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to the Chief Community Strategy Officer of The Partnership at least sixty (60) days prior to the end of the Grant Period.

- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.
- h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.
- i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.
- j. Material Collection and Management of Recyclable Materials:** The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (“MRF”), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.
- The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee’s MRF operator that are collected for recycling by the program benefitted by Cash Grants made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee’s program will be managed responsibly.
- k. Educational Best Practices:** The Partnership utilizes a behavior change approach to recycling education and outreach. Our best practices consist of a direct mailer to all residents with information about acceptable materials and informational cart tags that address recycling contamination, while providing direct feedback to residents. At a minimum, the Partnership requires that grant funds allocated for education and outreach be used toward the procurement of direct-to-resident communications. The Partnership further requires that Grantee cooperate with The Partnership in support of the design and implementation of the education and outreach campaign. Finally, the Partnership requires that the Grantee update its websites with updated messaging and information about the public recycling services in its jurisdiction based on recent work with the Partnership to include at a minimum a listing of acceptable materials, how to gain additional information about recycling collection schedule, requirements about recycling containers, and how residents may obtain city-issued recycling containers.

l. Press Events: The Grantee agrees to participate in local press events related to The Partnership, which may include, but are not limited to, press releases, interviews, ribbon cutting ceremonies, etc. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such press events.

m. Graphic Design Edits: The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least seven (7) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties.

n. Logo Usage: The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and any other funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any additional funders and associated use of the "Funded in part by" phrasing. The Grantor understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

o. Compliance with Patent, Trademark and Copyright Laws: The Parties agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from,

or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

p. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

q. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis during the duration of quality improvement project and Grantee shall further provide a final tonnage report with monthly waste and recycling data for one full year (twelve (12) months) beyond the date of the completion of the quality improvement project that is the subject of this Grant Agreement.
- The Grantee shall establish an account with the Municipal Measurement Program (“MMP”) system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement. (This requirement applies only to an individual city, township or municipality receiving grant funding. All counties, districts or regional authorities receiving funding are exempt from this MMP requirement.)
- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted by the end of the Grant Period.
- Additional reporting requirements may be included in Grantee’s Work Plan set out in Attachment B.

r. Reimbursement: Other than grant funds for the measurement activities and technology supporting the Feet on the Street Inspection Program paid directly to the vendors hired by The Partnership on behalf of the Grantee as provided for in section s of Attachment A, as stipulated in Paragraph 5 of the Grant Agreement, grant funds will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

The Partnership shall reimburse Grantee for actual allowable expenditures with The Partnership retaining a minimum of ten percent (10%) of the grant funds until all grant related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described above in the section titled “Reporting and Additional Post-Award Requirements.”

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in section q of Appendix A Reporting and Additional Post-Award Requirements. It is acknowledged by both Parties that select reporting requirements including the requirement to provide one full year of post-implementation monthly waste and recycling data and the requirement to perform five (5) years of annual reporting in the MMP system may be scheduled to take place after the project is complete and all eligible grant proceeds have been distributed to the Grantee. Grantee commits in good faith to meet these future reporting obligations and to work with The Partnership to resolve any questions about the data submitted in these reports even though this may take place after the Grant Agreement has expired.

s. Vendors Hired on Behalf of Grantee: The Partnership may, in its sole discretion, hire vendors on behalf of the Grantee for the performing activities in support of the project described in Attachment B, Grantee’s Workplan. Such vendors shall be hired on behalf of the Grantee to provide various services including, but not limited to measurement activities and technology supporting the Feet on the Street Inspection Program. No vendor hired on behalf of the Grantee may be an employee of the Grantee or an entity controlled by an employee of the Grantee or members of his or her family. The Partnership shall notify the Grantee in writing of its intent to hire vendors and shall include the Grantee in the process to integrate the services to be provided by such vendors into the Grantee’s Work Plan as outlined in Attachment B. Such vendors shall (i) provide evidence of commercially reasonable insurance for the services provided and (ii) indemnify and hold harmless The Partnership and the

Grantee for third party and other claims related to the services provided, each under such terms and conditions as determined by The Partnership in its sole discretion.

Attachment B: Grantee's Workplan

a. Project Objective: With the support of grant funding from The Recycling Partnership (The Partnership), the Grantee will improve curbside recycling and implement tactics that increase awareness of the need to recycle, reduce contamination, change resident behavior, sustain an efficient and effective recycling program, provide good customer service and divert clean recyclable material from landfills to viable end markets.

b. Background: This project will focus on anti-contamination and quality improvement for the curbside recycling programs throughout the City of Norcross Georgia through the implementation of the “Feet on the Street” program. Similar projects in other states have shown a 50-80 percent decrease in contaminated carts if the carts are rejected when non-conforming materials are placed into them by residents. Likewise, if the carts are not rejected but the carts are tagged with educational materials, a reduction of 20-30 percent in contaminated carts can be achieved. The Partnership will support the Grantee in its effort to reduce contamination in its curbside recycling program by providing financial and technical assistance for their operational and educational cart tagging program.

This workplan has been developed in response to the agreed upon scope of work. The details of the Grantee's curbside quality improvement program are as follows.

Grantee: City of Norcross

Collection container (e.g. bags, bins, carts – include size): TBD

Frequency of collection: Weekly

Hauler: Advanced Disposal

MRF: WestRock

Number of households served in proposed project area: 3,859

Participation Rate: Unknown

Annual program tonnage: 982 (2019 number)

In-bound Contamination rate: 28%

How the contamination rate was derived: Unknown

c. Project Description: With the support of grant funding and technical assistance from The Partnership, the Grantee will conduct a recycling quality improvement campaign including educational and tagging strategies that will target 3,859 households. This program will involve a baseline visual inspection conducted at the MRF to establish the current quality of the inbound material within the identified project area prior to program implementation. Once the baseline visual inspection quality is established the Grantee and The Partnership will collaboratively develop a workplan, design and produce communication media and informational mailers and the Grantee will perform field inspection of recycling carts that include tagging and direct curbside feedback to the residents. The educational

campaign will be developed and focused on the top contaminate identified by the MRF and Grantee. This comprehensive education strategy and campaign will be developed between the Grantee and The Recycling Partnership using an existing library of materials, incorporating various proven tools and best management strategies. It is anticipated the project will be flexible and iterative with the intention of measuring project performance and adjusting the project workplan as needed. The collaborative development and implementation of the targeted and customized communication campaign is intended to reduce contamination and increase participation. After the inspections and targeted education campaign concludes, another visual inspection will be conducted at the MRF to measure the inbound quality at the end of the quality improvement work. As with any good program, measurement will be a key component of this work.

As part of the Feet on the Street effort and as provided for in Attachment A sections, The Partnership will secure an outside vendor to provide technology that will be used by field inspection staff.

d. Measurement Plan: Measurement and metrics tracking is very important to The Recycling Partnership. Key metrics in this project include in-bound contamination rate, tonnage, participation, set out, and tagging rate.

Contamination rates:

- The Recycling Partnership will work with Grantee and MRF to conduct at a minimum two visual inspections to take place at the MRF by inspecting various loads from the back of the collection trucks that represent the 3,859 households within the proposed project area. One visual inspection will occur prior to the curbside inspections and subsequent quality improvement education program and the second visual inspection will occur after the conclusion of the program. All the audit sort data will be uploaded into a database system.

Participation rates:

- The Grantee will document and report out the participation rates of the proposed project area throughout the duration of the project.

Set out rates:

- The Grantee will document and report out the set-out rates of the proposed project area throughout the duration of the project.

Tagging rates

- The Grantee will document and report weekly tagging occurrences within the proposed project area throughout the duration of the program.

Tonnage

- The Grantee will provide:
 - o Monthly tonnage data for the 12 months prior to program implementation,
 - o Monthly tonnage data during the program implementation, and
 - o Monthly tonnage data for 12 months after program implementation.

Reports documenting measurement efforts will be provided to The Partnership as outlined in section q, Reporting and Additional Post-Award Requirements, of Attachment A.

e. Public Outreach Plan: The Grantee will work with The Recycling Partnership to localize educational materials from the current library of educational pieces. Various educational strategies will be agreed upon including mailers, bill stuffers, digital, direct engagement, cart tags, and other strategies within the identified budget.

The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in section k, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents to increase participation in the curbside recycling program and improve the quality of the recycling stream. The education campaign will target 3,859 single-family households in the proposed project area using direct mail pieces, as well as concentrated tagging efforts that address contamination.

f. Anticipated Implementation Timeline: The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:

DATE	ITEM
April 2021	Contract between The Recycling Partnership Inc. ("Partnership"), and City of Norcross, GA ("Grantee") fully executed
May-June 2021	Communication Collateral Developed
June 2021	Communication collateral printed and mailed
June 2021	MRF Baseline Visual Inspections Conducted
Early July 2021	Inspection Training
July 12, 2021	Tagging Team deployed in field
August 2021	MRF Post Visual Inspections Conducted
Mid-Late August 2021	Project Complete

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various

elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section c, Project Description, above.

g. Project Budget and Grant Funding: The amounts set forth in the table below represents The Partnership's intended distribution of grant funding to the Grantee.

Grant Element	Description	Grant Amount
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling with the particular goals of reducing contamination, informing residents about how to prepare materials for collection,	\$15,000
Total		\$15,000

All costs associated with project implementation beyond the direct grant funding from The Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors. Upon mutual agreement of the Parties, the final allocation of grant funding may be adjusted between expense categories as necessary, as long as the budget doesn't exceed the maximum allocation of \$15,000. The actual amount of grant funding will be based on actual reimbursable expenditures as outlined in section r, Reimbursement, of Attachment A, and the total amount of grant funding shall not exceed the amount specified in Paragraph 4 of the Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6119	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Policy Work Session
Title:	CDBG Application Proposal for FY22 Funds		

Sponsors:

Code Sections:

Attachments:

1. [Memo - FY2022 CDBG Application](#)

Title
CDBG Application Proposal for FY22 Funds

Drafter
Mary Beth Bender

Motion
A motion to Approve/Deny the completion and submittal of the FY2022 online CDBG application awarded through the United States of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) to support Community development, affordable housing, and homelessness initiatives.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **MATT MYERS** ·
COUNCILMEMBER **BRUCE GAYNOR** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council
From: **Mary Beth Bender**
Agenda: April 19, 2021 – Policy Work Session
Agenda #: 21-6119
Item: **CDBG Application proposal for FY22 Funds**
CC: Eric Johnson

Recommendation

To approve the completion and submittal of the FY2022 online CDBG application available on Gwinnett County's website for available funds awarded through the United States of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) to cities providing valuable services in Gwinnett County to support Community development, affordable housing, and homelessness initiatives.

The CDBG annual grant assists in the development of viable communities. These viable communities are achieved by providing decent housing, a suitable living environment and expanded economic opportunities principally designed to benefit low-and moderate income (LMI) persons.

City staff had numerous meetings to discuss the City's urgent needs and potential projects that need immediate attention. One of the CDBG's strategic priorities for Non-housing Community Development is to provide funding to improve existing deteriorated public facilities and infrastructure (Roadways and stormwater pipes). Staff recommends that the City address aging infrastructure in areas classified as Low-and moderate-income persons. Depending on Gwinnett County's grant committee's decision, Grant funds can be awarded for the entire amount requested by the City, or a portion thereof. The City should complete the Online Application provided online to request funding through the CDBG program by the posted deadline of Thursday, May 27th, 2021 at 5:00 pm.

Financial Impact

As a subrecipient, the City will have to expend its own funds on the eligible projects and subsequently request reimbursement from Gwinnett County along with supporting documentation. The request by the City shall not exceed \$2,700,000, as the completion of the application continues, some projects may not meet the criteria for the CDBG funds and will be removed from the list of projects. City must match 100% of the requested funds.

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

Consistent with Comprehensive Plan?

As the comprehensive Plan centers on challenges related to land use, transportation, housing, economic development and other quality of life issues, the request for the CDBG funding to address the infrastructure facilities (Roadways and Stormwater pipes) will align with the comprehensive Plan and the community's true needs and will strengthen the City as a livable/safe environment.

Next Steps

Following Council's approval, staff will submit application with required backup documentation for review by the Gwinnett County's grant committee. Upon completion of application and submittal of supporting documentation, the County will evaluate proposed activities based on an assessment of its local needs, goals, priority objectives, and benefits to the community. Upon receipt of approval, staff will return to Mayor and City Council to approve the County approved funds.

Typically, the grant program year begins January 1; however, HUD often does not make the annual grant awards to Gwinnett County until sometime between February and June. Therefore, grant funds may not be available to reimburse the City until late spring or early Summer.

Attachments

- 1) List of proposed projects (The list includes the resurfacing projects along with the proposed relining of stormwater pipes.)
- 2) Maps generated by Gwinnett County's GIS of the proposed resurfacing projects.

Update

No update available.



FY2022 CDBG PROPOSED PROJECTS

Road Name	Road type	Rating *	Length	Width	Area	Area	Volume	%age Satisfactory Base Course	Patching	Crack Sealing	Edge Milling	Overlay	Patching Tonnage	Overlay Tonnage (9.5mm)	Overlay Tonnage (12.5 mm)	Edge Milling	Paving COST	Pipe Relining	Pipe Relining
Name	Type	(Yr 2020)	(ft)	(ft)	(sf)	(sy)	(cy)	(%)	(SF)	(CL mile)	(LF)	(SF)	(ton)	(ton)	(ton)	(SY)		LF	\$
Marshes Glenn Drive	Local	3.44	5040	22	110,879	12,320	513	40	66,528	0.95	10,080	110,879	1610	1005		6720	\$ 388,641.13	636	\$74,812
Lanier Terrace Northwest	Local	3.38	234	22	5,139	571	24	40	3,083	0.04	467	5,139	70	47		311	\$ 17,405.63	0	\$ -
Baldwin Court	Local	3.33	312	22	6,854	762	32	60	2,741	0.06	623	6,854	70	62		415	\$ 20,148.48	0	\$ -
Station Circle	Local	3.11	3791	22	83,392	9,266	386	60	33,357	0.72	7,581	83,392	810	756		5054	\$ 239,680.02	792	\$106,484
Williams Place Northwest	Local	3.09	1573	20	31,462	3,496	146	60	12,585	0.30	3,146	31,462	300	285		2097	\$ 91,311.45	475	\$67,380
Ballard Way	Local	2.95	N/A														\$ -	118	\$13,216
Landings Court	Local	2.97	N/A														\$ -	30	\$3,360
Woodland Road Northwest	Collector	3.43	692	20	13,836	1,537	64	40	8,302	0.13	1,384	13,836	200		125	922	\$ 48,826.94	50	\$5,600
Business Park Drive	Collector	3.85	2381	36	85,702	9,522	397	40	51,421	0.45	4,761	85,702	1240		777	3174	\$ 281,034.02	0	\$0
Garner Street Northwest	Local	3.72	479	20	9,574	1,064	44	40	5,744	0.09	957	9,574	140	87		638	\$ 34,179.44		
Northbelt Parkway Northwest	Collector	3.71	2344	28	65,642	7,294	304	40	39,385	0.44	4,689	65,642	950		595	3126	\$ 221,181.14		
Pinnacle Court	Collector	3.64	755	28	21,132	2,348	98	60	8,453	0.14	1,509	21,132	210		192	1006	\$ 58,626.76		
Academy Street Northwest	Local	3.52	598	20	11,958	1,329	55	60	4,783	0.11	1,196	11,958	120	108		797	\$ 35,488.95		
Northbelt Drive	Collector	3.49	983	28	27,536	3,060	127	40	16,522	0.19	1,967	27,536	400		250	1311	\$ 92,978.48		
Norcross Industrial Court	Collector	3.45	815	28	22,825	2,536	106	50	11,412	0.15	1,630	22,825	280		207	1087	\$ 70,302.81		
Beaver Ridge Circle	Collector	3.44	2621	28	73,402	8,156	340	50	36,701	0.50	5,243	73,402	890		665	3495	\$ 224,713.66		
Peterson Place Northwest	Collector	3.43	1307	28	36,591	4,066	169	60	14,637	0.25	2,614	36,591	350		332	1742	\$ 99,727.15		
Atlantic Boulevard	Collector	3.42	3941	39	153,683	17,076	711	60	61,473	0.75	7,881	153,683	1490		1393	5254	\$ 403,954.49		

Total Paving	\$ 2,328,200.57
Other costs (Monilization, etc..)	\$70,000
Total Relining	\$270,852
Total cost	\$ 2,669,052.57

* (Norcross 2020 Pavement Analysis Results by CPL)

MARSHES GLENN DRIVE
Marshes Glenn Drive

Marshes Glenn Drive



Map Printed On 2021-04-11 23:27

COMMENTS Local Road located in the Marshes @ Oakbrook S/D

LANIER TERRACE NW

Lanier Terrace NW



Map Printed On 2021-04-11 23:44

COMMENTS Local Road located in the Springdale Estates S/D

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

BALDWIN COURT

Baldwin Ct.

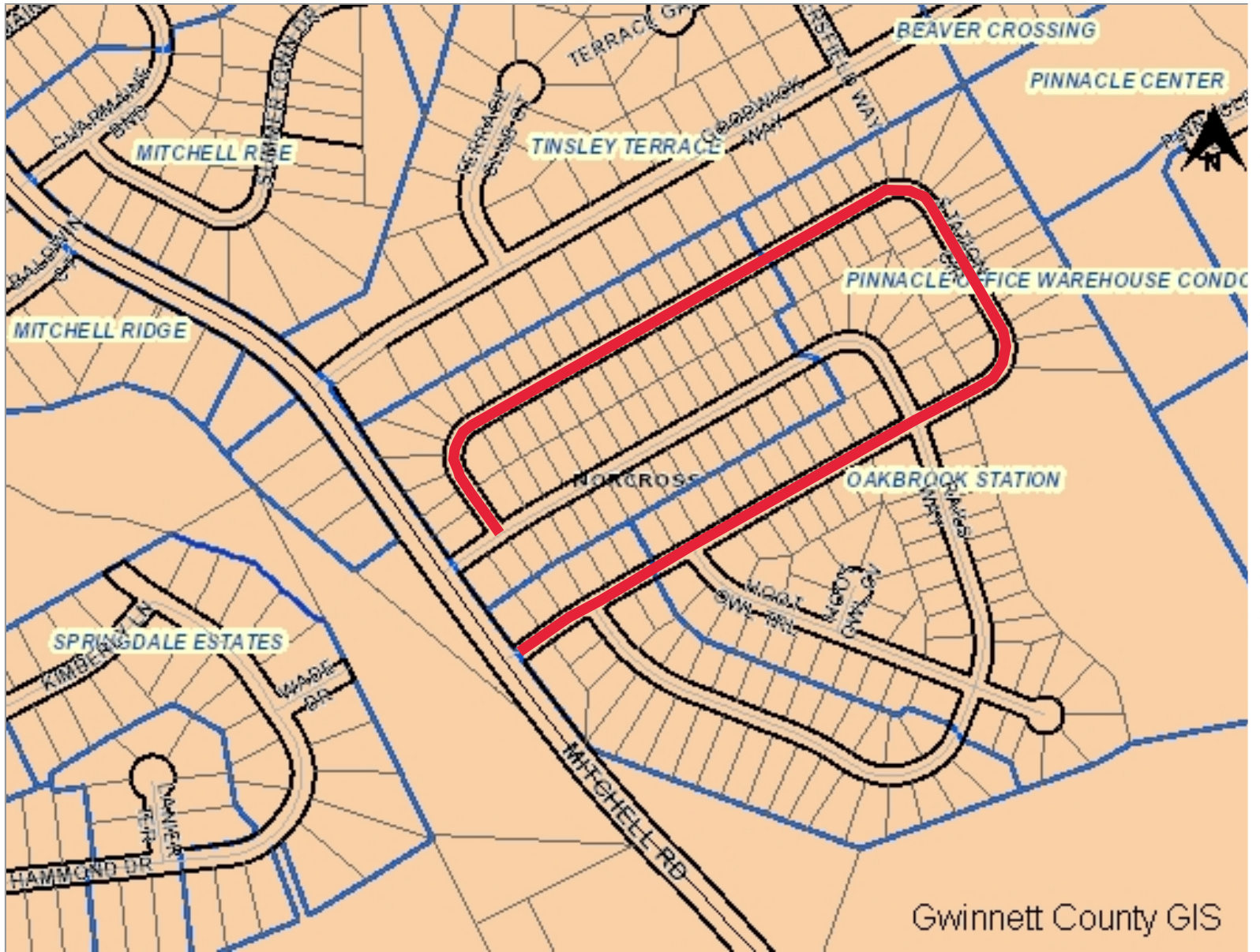


Map Printed On 2021-04-11 23:54

COMMENTS Local Road located in Mitchell Ridge S/D

STATION CIRCLE

Station Cir



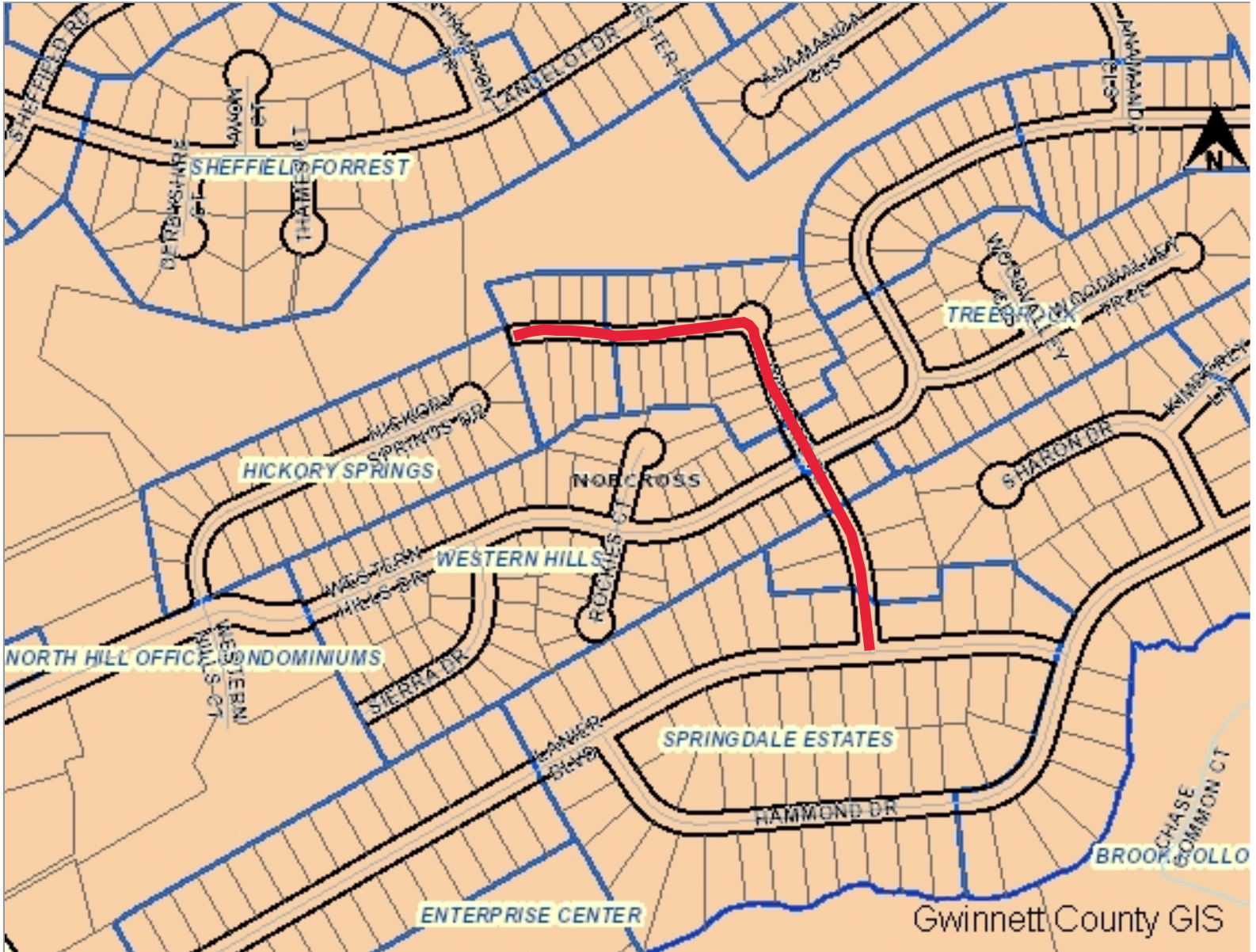
Map Printed On 2021-04-12 00:05

COMMENTS Local Road located in Oakbrook Station S/D

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

WILLIAMS PLACE NORTHWEST

Williams Pl NW



Map Printed On 2021-04-12 00:14

COMMENTS Local Road located in Treebrook S/D

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

WOODLAND ROAD NORTHWEST

Woodland Rd NW

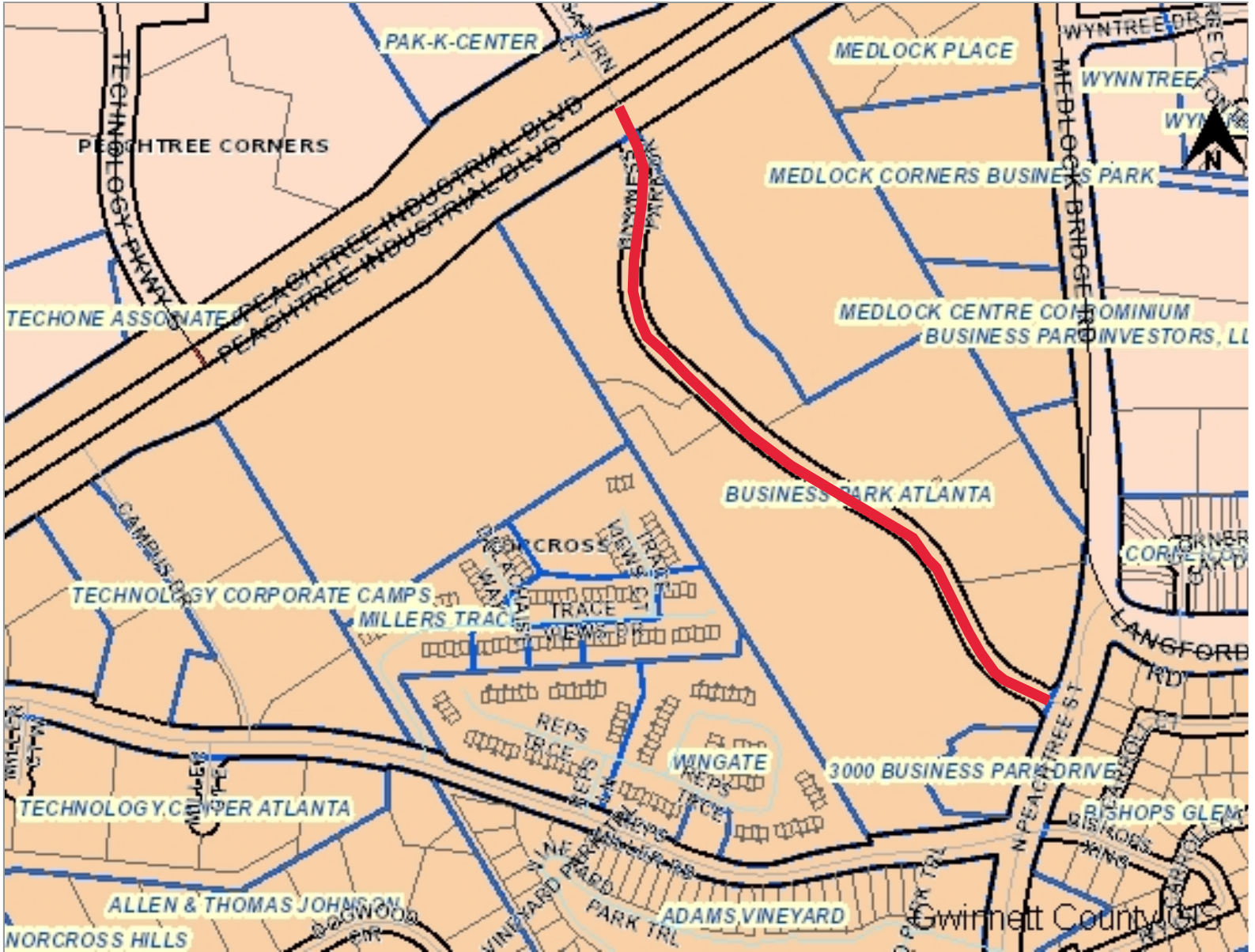


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Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

BUSINESS PARK DRIVE
Business Park Dr

Business Park Dr



Map Printed On 2021-04-12 00:29

COMMENTS Collector Road

GARNER STREET NORTHWEST

Garner Street Northwest



Map Printed On 2021-04-12 00:34

COMMENTS Local Road off Mitchel Road

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

NORTHBELT PARKWAY NORTHWEST

Northbelt Pkwy NW



Map Printed On 2021-04-12 03:56

PINNACLE COURT

Pinnacle Ct



Map Printed On 2021-04-12 04:03

COMMENTS Road located in Pinnacle Center

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

ACADEMY STREET NORTHWEST

Academy Street



Map Printed On 2021-04-12 04:41

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

NORCROSS INDUSTRIAL COURT

Norcross Industrial Ct



Map Printed On 2021-04-12 04:44

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BEAVER RIDGE CIRCLE

Beaver Ridge Circ



Map Printed On 2021-04-12 04:53

COMMENTS Road located in the Beaver Ruin Business Center

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

PETERSON PLACE NORTHWEST

Peterson Place NW



Map Printed On 2021-04-12 04:29

COMMENTS Road located in the Peterson Place Plaza

Attachment: Memo - FY2022 CDBG Application (21-6119 : CDBG Application Proposal for FY22 Funds)

ATLANTIC BOULEVARD

Atlantic Boulevard



Map Printed On 2021-04-12 04:32

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MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6117	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Policy Work Session
Title:	Johnson Dean Park Phase 2		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Johnson Dean Design & Construction Docs](#)
2. [Professional Services Quotes Johnson Dean](#)

Title

Johnson Dean Park Phase 2

Drafter

Mary Beth Bender

Motion

A motion to Approve/Deny a request from the Public Works, Utilities, and Parks Department to move forward with obtaining new quotes for design and construction documents for Johnson Dean Park, for consideration for the 2021/2022 budget process.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Mary Beth Bender, Assistant City Manager, Director of PWUP

Agenda: April 19, 2021 – Policy Work Session

Agenda #: 21-6117

Item: **Johnson Dean Park Phase 2**

CC: Eric Johnson

Recommendation

Approve moving forward with obtaining new quotes for design and construction documents for Johnson Dean Park, for consideration for the 2021/2022 budget process.

Background

This was presented to Mayor and Council in March 2020. It was put on hold due to COVID. Items quoted were suggestions made in the Johnson Dean Master Plan in 2009.

Financial Impact

- The PWUP Department received three quotes in 2018 for design and construction documents, \$28,200 - \$34,000. These quotes are no longer valid.
- The proposals received were for: a driveway, parking (4 spaces), a small pavilion, restroom (can use the existing well water) lighting, and signage.

Consistent with Comprehensive Plan?

There is no conflict of this item with the City's Comprehensive plan.

Next Steps

Following Council authorization, Public Works, Utilities, and Parks will proceed in obtaining new quotes from our on-call providers for the design and construction documents portion of the Johnson Dean Project.



3740 Davinci Court, Suite 100
 Peachtree Corners, Georgia 30092
 o | 770.368.1399
 f | 770.368.1944
 w | www.fg-inc.net

June 22, 2018

Mary Beth Bender
 Assistant City Manager
 City of Norcross Public Works, Utilities & Parks
 345 Lively Ave
 Norcross, GA 30071

**Re: Letter Agreement for Professional Services
 Johnson Dean Forest Preserve Site Improvements**

Dear Ms. Bender:

Foresite Group, Inc. ("Foresite Group") is pleased to submit this Letter Agreement ("Letter Agreement") to the City of Norcross ("Client") for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below and the Letter Agreement details the Scope of Services, Fees, Additional Services, and Items Provided by Client.

Project Understanding

We understand that you are requesting a proposal to provide site design, permitting, bidding and construction administration assistance for site improvements to the Johnson Dean Forest Preserve. The site is located at 145 Barton Street in Norcross.

Based on our understanding of this project, Foresite Group has made the following assumptions regarding the Scope of Services:

1. Design is limited to the general area 50' behind the well house to Barton Street. Improvements beyond the trailhead are not included within the scope.
2. Proposal includes design of an entrance monument sign, a driveway, a small parking to accommodate approximately 4 cars, small pavilion, restroom, maintenance shed, exterior restoration of the well house, general landscaping and signage at the trailhead.
3. A digital topographic survey with trees 8" and larger and contours at 1' will be provided by the Client. Topography survey will indicate all items necessary to complete the design such as location of underground utilities, hardscape and structures.
4. Pavilion will be pre-fab or a design-build. Foresite would provide a general pavilion design and the contractor would complete plans to have it permitted.
5. Restroom building will be a prefab structure.
6. A viable sanitary sewer connection is located within the front of the site.
7. Maintenance shed will be a pre-fab structure.
8. Detention design is not included within this scope because it is anticipated that impervious created would not be greater than 5,000 s.f.

9. Landscape plan will be minimal incorporating native trees and possibly a few native shrubs.
10. Technical specifications will be included on the project plan sheets. Retaining walls over 3' are not anticipated as part of this design.
11. Geotechnical investigations, if required, will be provided by the Owner.
12. Lighting is not included within this scope and any lighting desired will be provided by Georgia Power.
13. Scope includes design review with Client at a 50% design milestone.
14. Site disturbance is not anticipated to be greater than an acre, therefore three-phase erosion control plans are not anticipated.

SECTION 1

Scope of Services

Phase 1 – Master Plan: *Foresite Group will complete the following tasks as part of this phase:*

1. Conduct kick-off meeting with Client.
2. Develop a conceptual Master Plan with associated cost estimate.
3. Conduct 1 public meeting to display master plan and receive comments.

Deliverables:

- Conceptual Master Plan (PDF and hard copy)
- Associated Cost Estimate
- Meeting Memos

Phase 2 – Construction Documents: *Upon Client approval of the master plan, Foresite Group will complete the following tasks as part of this phase:*

1. Develop construction plans to include the following sheets:
 - Cover
 - Existing Conditions/Demolition/Erosion Control Plan
 - Grading/Drainage Plan
 - Utility Plan
 - Erosion Control
 - Tree Protection and Landscape Design
 - Storm Drainage and Sanitary Sewer Profiles
 - Drainage and Construction Details
2. Update cost estimate based on construction documents
3. Meet with Client to review plans and cost estimate
4. Revise plans based on Client comments

Deliverables:

- Construction Documents in PDF format
- Cost Estimate

Phase 3 – Permitting: *Foresite Group will complete the following tasks as part of this phase:*

1. Submit plans to jurisdictions for review.
2. Revise plans in response to jurisdiction comments.

Deliverables:

- Copies of City comments and consultant responses
- PDF of approved plans

Phase 4 – Bidding & Construction Administration Assistance: *Foresite Group will complete the following tasks as part of this phase:*

1. Design is limited to the general area 50' behind the well house to Barton Street. Improvements beyond the trailhead are not included within the scope.
2. Provide plans to City of Norcross for distribution to bidders.
3. Respond to questions and develop addenda as required.
4. Respond to RFI's from Contractor.
5. Review Contractor's submittals.
6. Assist City's Project Manager in working with Contractor to make recommendations to review conflicts and problems that may arise during the project construction.
7. Perform, with the City's Project Manager, one final punch list inspection.
8. A representative from Foresite Group will be available for up to 4 site visits/inspections to review compliance with contract documents, performed at the client's request.

SECTION 2

Fees for Scope of Services

Phase	Phase Fee
1 – Master Plan	\$ 6,000.00
2 – Construction Documents	\$ 22,500.00
3 – Permitting	\$ 5,000.00
Total	\$ 33,500.00
4 – Bidding & Construction Administration Assistance (hourly – not to exceed)	\$ 5,000.00

All permitting, application, and similar project fees will be paid directly by the Client. All direct reimbursable expenses such as express mail, air travel, out-of-town mileage, reproduction of project drawings, and other direct expenses will be billed at 1.10 times cost.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, Inc., 3740 Davinci Ct Ste 100, Peachtree Corners, GA 30092.

SECTION 3
Additional Services

Below is a list of Additional Services that are not included in the Scope of Services as noted in Section 1 of this Letter Agreement. Foresite Group can provide these Additional Services if authorized by the Client on a separate letter agreement.

1. Lighting design
2. Architectural design
3. Structural design
4. Irrigation design
5. Traffic studies
6. Traffic counts
7. As-builts

SECTION 4
Items Provided by the Client

1. Topographic survey
2. Geotechnical investigations, if required.

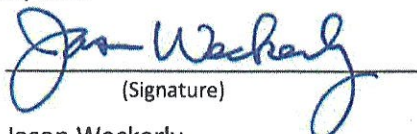
Letter Agreement: Johnson Dean Forest Preserve Site Improvements
 Page 6
 June 22, 2018

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto and incorporated herein, please have an authorized representative sign two copies of this Letter Agreement in the spaces below. Retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, INC.

By:


 (Signature)

Name:

Jason Weckerly

Title:

Greenspace + Land Design Division Director

Email:

jweckerly@fg-inc.net

Date:

June 22, 2018

Client:

City of Norcross

By:

 (Signature)

Name:

 (Printed Name)

Title:

Date:

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:

City of Norcross Public Works, Utilities & Parks

Attn: Accounts Payable

345 Lively Ave

Norcross, GA 30071

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:

Foresite Group, Inc.

Attn: Accounts Receivable

3740 Davinci Ct, Suite 100

Peachtree Corners, GA 30092

Attachment: Professional Services Quotes Johnson Dean (21-6117 : Johnson Dean Park Phase 2)

FORESITE GROUP, INC. STANDARD TERMS AND CONDITIONS

1. **Scope, Term, and Termination.**

1.1 Foresite Group will provide services to Client only as specifically described in the letter agreement (the "Letter Agreement") subject to these Standard Terms and Conditions (these "Terms and Conditions", together with the Letter Agreement and incorporated by reference therein, this "Agreement"). The scope of services to be performed by Foresite Group ("Services") will be set forth in the Letter Agreement. These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement. Except as set forth in the Letter Agreement, Foresite Group will provide its own tools, materials, equipment and other business items necessary to perform the Services. If requested by the Client and agreed to by Foresite Group, Foresite Group will perform additional services ("Additional Services") at Foresite Group's then-current hourly rates, or an agreed-upon sum, per a separate letter agreement which will be subject to these Standard Terms and Conditions.

1.2. When included in Foresite Group's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Foresite Group's experience and qualifications and represent Foresite Group's judgment as a professional generally familiar with the industry. However, since Foresite Group has no control over the cost of labor, materials, equipment or services furnished by others, contractor's methods of determining prices, competitive bidding, or market conditions, Foresite Group does not guarantee that proposals, bids, or actual construction cost will not vary from Foresite Group's opinions or estimates of probable construction costs.

1.3. **Termination.** Client or Foresite Group may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, if payment is not made by Client within three (3) days of written notice by Foresite Group to Client of nonpayment, Foresite Group may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement. In the event of termination by either party for any reason, Client will pay Foresite Group for all Services performed up to the date of termination. Sections 3, 4, 5, 6, 7 and 11 will survive the expiration or termination of this Agreement.

2. **Terms of Payment.** Except as specifically set forth in the Letter Agreement, the following terms of payment will apply: Foresite Group will submit to Client an itemized invoice for all of the applicable amount(s) due hereunder, including without limitation any expenses incurred by Foresite Group. Payment will be due 28 days from date of invoice and will be payable only in U.S. dollars. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Foresite Group may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Foresite Group's net income. All payments shall be made via EFT or sent to Foresite Group, Inc., 3740 Davinci Ct Ste 100, Peachtree Corners, GA 30092.

3. **Ownership.** Each party will retain title to all of its respective Confidential Information as defined in Section 4 below, whether developed before, during, or after the Services. Client agrees that any and all deliverables, plans, diagrams, drawings, specifications, reports, electronic files, field data, notes and other documents and instruments prepared by Foresite Group and delivered to Client hereunder are instruments of professional service (the "Instruments") and may be used by Client only for purposes of the project for which they are made (the "Project"). Such Instruments shall be considered authored and owned by Foresite Group and shall remain the property of Foresite Group, whether the Project is completed or not. Foresite Group shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. Client shall be permitted to retain copies of such Instruments for information and reference only. The Instruments shall not be used or relied upon by Client (a) if they are not completed or are partially complete, or (b) on other projects, or for additions to the Project, except by agreement in writing and with appropriate compensation to Foresite Group. Any unauthorized use of such Instruments shall be at the Client's sole risk and without liability to Foresite Group.

4. **Confidentiality.** "Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and its customers or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data (including the amount of or information regarding the fees for the Services), manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans. Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement. Neither party will use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services. Each party agrees that it will disclose the other party's Confidential Information only to its employees and representatives who need to know such information. Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party consents to the other party obtaining injunctive relief against the breach or threatened breach of any of the foregoing undertakings, in addition to any other legal remedies. The above restrictions will not apply to any information in whatever form that is in the public domain, nor shall they restrict a party from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority (provided such party will notify the other party as soon as reasonably possible prior to such disclosure to afford the other party an opportunity to object or to seek a protective order), or if disclosure is reasonably necessary for such party to defend itself from any legal action or claim.

5. **Indemnification.** In the event there is a third-party claim against the Client or liability to a third party, Foresite Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Foresite Group's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Foresite Group, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or

Attachment: Professional Services Quotes Johnson Dean (21-6117 : Johnson Dean Park Phase 2)

consultants or anyone for whom the Client is legally liable. Neither the Client nor Foresite Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

6. **Representation.** During the term of the applicable Services, Foresite Group represents that any service rendered by Foresite Group will be performed with the care and skill ordinarily used by other members of Foresite Group's profession practicing under similar conditions. ***Foresite Group does not make, and hereby disclaims, any and all express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Foresite Group does not warrant that the Services will be error-free.***

7. **Limitation of Liability.**

7.1. ***In recognition of the relative risks and benefits of the Services to both Client and Foresite Group, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Foresite Group and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Foresite Group parties shall not exceed One Hundred Thousand Dollars (\$100,000), or the total fee for services rendered pursuant to the Letter Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provisions of this agreement, Foresite Group will not be liable to Client for any consequential, indirect or special damages, including without limitation, loss of profits, revenues or data with respect to any claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.***

7.2. Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Foresite Group, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Foresite Group will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Foresite Group hereunder.

7.3. Notwithstanding any provision to the contrary in this Agreement, Foresite Group's scope of Services does not nor will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Foresite Group is in no event liable for any environmental review or claims.

8. **Subcontracting.** Foresite Group may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Foresite Group remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.

9. **Independent Contractor.** Both parties agree that Foresite Group is an independent contractor in relation to Client, and will not be considered an agent or servant of Client. It is agreed that Foresite Group will have the right to control the details of its Services. Client and Foresite Group agree that in no respect will any employee of Foresite Group be an employee of Client.

10. **Force Majeure.** Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, and other cause beyond the reasonable control of the parties hereto; provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.

11. **Alternative Dispute Resolution.** Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Agreement shall be resolved in accordance with the terms of this paragraph. Any claim by one party must be submitted by that party (the "Complaining Party") to the other party (the "Non-Complaining Party") in writing describing generally the nature of the claim (the "Claim"). The Non-Complaining Party shall respond to the Claim in writing addressed to the Complaining Party within thirty (30) days of receipt of the Claim. If the parties cannot resolve the claim themselves within forty-five (45) days following initial receipt of the Claim (the "Informal Resolution Deadline"), then the Claim shall be submitted to mediation, with the costs of such mediation to be borne equally by each party. The parties shall have twenty (20) days from the Informal Resolution Deadline to mutually select a mediator. If the parties are unable to agree on a mediator within this period, the Claim will be submitted to Henning Mediation and Arbitration Service in Atlanta, Georgia ("Henning"), which will select a mediator for the parties in accordance with its policies and procedures. The mediation must be completed within sixty (60) days of the submission of the Claim to Henning. If the parties are unsuccessful in resolving the Claim through mediation, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the Claim, in accordance with the remaining terms of this Agreement and all other rights and remedies afforded to them by law.

12. **Miscellaneous.** This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from Client will be of no effect. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. The parties agree that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in the state in which the Services are rendered. Client consents to the personal jurisdiction of the state and/or federal courts in such state. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non-assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

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June 21, 2018

Ms. Mary Beth Bender
Assistant City Manager
City of Norcross
345 Lively Avenue
Norcross, GA 30071

Dear Mary Beth,

I enjoyed meeting with Charlotte Osborn today, and I appreciate the opportunity to help you with the improvements for the Johnson Dean Forest Preserve. Please see the attached scope of services and fee proposal. If they are acceptable, you can either sign this agreement and it will serve as an attachment to a standard AIA contract we can prepare, or include it as an attachment to a standard contract you may have.

Please feel free to call if you have any questions. We look forward to working together soon.

Sincerely,

Whit Alexander, PLA, ASLA, LEED® AP
CCO-Senior Vice President

Attachment: Professional Services Quotes Johnson Dean (21-6117 : Johnson Dean Park Phase 2)



ATTACHMENT "A": SCOPE OF SERVICES AND FEE STRUCTURE

PROJECT APPROACH

A. We will first prepare a base map using available GIS topography and aerial photography, then meet with City staff to discuss the program. Per our previous discussion, items for the project to be included would be:

- an entrance monument sign
- a driveway
- small parking lot (4 cars and space for a bus)
- a simple pavilion with a single restroom, and small maintenance shed (these would be pre-engineered structures selected from manufacturer catalogs).
- Water and sewer service to the restroom.
- exterior restoration of an old well house
- signage at trailhead
- landscaping around entrance area
- Ancillary grading, erosion control, grassing, and trees
- Demolition of the existing driveway and brick retaining wall

B. Using the meeting input, we will create a draft layout plan along with a first rough opinion of probable cost.

C. We will meet with City staff to review the draft layout plan and opinion of probable cost. Depending on cost and budget, we will discuss items for exclusion from the bid and items to be considered alternate bid items.

D. Using the results of the meeting, we will revise the draft and prepare the final plans for permitting.

E. We will provide the revised plans, and an updated opinion of probable cost to city staff for one final review prior to permitting and bid.

F. Once all comments are incorporated, the plans will be submitted to local permit offices, and state permit officials (if needed) for review and approval.

G. Comments received from permit officials will be forwarded to city staff along with the recommended plan of action proposed by the design team. Plans will then be modified to reflect codes comments and recreation staff comments and will be resubmitted to the codes officials for approval. Upon receipt of approved plans from codes officials, bid drawings, along with a bid specification manual, will be prepared for the project and the project will be ready for bidding.

H. During the bid process, we will assist the City to distribute bid documents and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications as well as addenda, if necessary. We will assist the client in analyzing contractor bids and in the contract award.

I. During construction, we will meet with the client and the contractor on site to discuss construction progress and to observe site conditions and clarify matters for the contractor on an as needed basis. On an as-needed basis, we will attend a progress meeting and will prepare minutes of the meeting's discussions



and findings. At key periods of construction, various team members responsible for specific portions of the project design will attend meetings as necessary to their trade. As they are submitted, we will review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As the project draws to a close we will perform construction closeout review and coordinate with the contractor for the City to collect contractor's occupancy certificates, warranties, as-built information, operation and maintenance (O&M) manuals, lien releases, etc.

PROJECT FEES:

Professional design services for items A-F to be billed hourly, plus reimbursables, invoiced monthly, towards a not-to-exceed fee of \$34,000.00. See the following rate sheet for reimbursable expenses.

Items G-I will be billed hourly per the following rate sheet. It is understood that our role in the steps will be minimal, and will be provided on an as-requested basis by City staff.

It is intended that the pavilion, restroom and maintenance shed be pre-engineered structures. For that reason, we will help the City select structures to be included in the bid documents, however the actual structural engineering of foundations and permitting of these structures will fall within the scope of the successful bidder and the eventual company he uses to supply and build the structures.

We anticipate that electrical supply to the buildings and lighting on site can be performed by City departments. If electrical engineering or lighting design is required, it will be provided as an additional service.

ADDITIONAL SERVICES (if requested):

In addition to the fees quoted for professional design services, additional services, if requested, will be invoiced per the rate schedule below.

Professional Services Hourly Rate

Senior Principal/President	\$240.00
Principal I/Vice President	\$220.00
Principal II/Vice President	\$200.00
Division Director I, President Emeritus, Associate	\$185.00
Division Director II	\$160.00
Sr. Environmental Biologist	\$125.00
Senior Landscape Architect, Architect, and Engineer	\$140.00
Certified Park & Recreation Specialist.....	\$110.00
Engineer Specialist/Project Coordinator	\$110.00
L A I, Architect I, Engineer I, Project Manager I	\$115.00



LA II, Architect II, Engineer II, Project Manager II	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I	
BIM Specialist, GIS Specialist I, Assistant Graphic Designer I.....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II	\$90.00
Technician.....	\$80.00
Technician II	\$75.00
Corporate Controller	\$95.00
Marketing Director.....	\$70.00
Assistant Accounts Manager, Administrative Assistant I.....	\$60.00
Administrative Assistant II.....	\$35.00

Reimbursable Expenses

Prints	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost
Permit Fees	cost

January 1, 2018

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2019, at which time they may be adjusted by the Design Professional.

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CIVIL CONSULTING SERVICES AGREEMENT

Project Name: Johnson Dean Park Construction Documents **Date:** 07/10/18

Project Number: 3361.21

Consultant: Columbia Engineering & Services, Inc.
2862 Buford Highway
Suite 200
Duluth, GA 30096
770-925-0357



Client: City of Norcross Public Works
345 Lively Avenue
Norcross, GA 30071

Person Requesting Services: Charlotte Osborn (770) 286-7559 charliejeff@att.net

This Agreement is entered into by and between **Columbia Engineering & Services, Inc.** (Consultant) and **The City of Norcross** (Client) for the purpose of providing Sitework Consulting Services for the subject Project as described below and in accordance with and subject to the General Conditions attached hereto.

A. DESCRIPTION OF THE CLIENT'S PROJECT:

The Client's Project shall consist of site engineering construction documentation for Johnson Dean Park improvements associated with Conceptual Plan provided by Columbia Engineering and approved by the City of Norcross. Construction documents shall reflect the Design Conditions and Program elements in the Johnson Dean Park Planning contract. Changes in these items which result in additional construction documentation shall be considered an additional service.

B. SCOPE OF THE CONSULTANT'S BASIC SERVICES:

The Consultant shall provide the following Basic Services for the Client's Project

101. Due Diligence Phase: Not included. Due diligence shall be performed prior to the initiation of this contract

102. SubConsultants Phase:

Coordination with the following subconsultants shall be included in the basic services:

- a. Pavilion, restrooms, and tool shed Architect or Contract builder or builders: Consultant shall coordinate as necessary with groups responsible for these items and incorporate appropriately with the site construction plans.
- b. Historic preservation specialist: Consultant shall coordinate as necessary with a specialist in historic preservation regarding treatment of the existing well house to remain.
- c. Electrical engineer and or lighting designer: Consultant shall coordinate as necessary and incorporate appropriately with the site construction plans.

Coordination with additional subconsultants is not included in the basic services, but may be added as an additional service. Changes to the design conditions and or the program elements



resulting in additional sub consultant coordination shall be considered an additional service. Coordination relating to the existing waterworks building is considered an additional service.

105. Final Site Design Phase:

Prepare Sitework Construction Documents for the Project. The Sitework Construction Documents shall be based upon the approved Preliminary Plans, all comments received and shall include the following information.

- a. Existing Conditions and Demolition
- b. Grading and Drainage
- c. Sediment and Erosion Control Plan, Phase I, II and III, as applicable
- d. Comprehensive Monitoring Plan
- e. Utility Plan
- f. Profile Sheets as applicable
- g. Site Detail Sheets
- h. Construction Notes
 - a. Plan short specifications

The Consultant shall notify Client of all easement modifications or required easements. The Consultant shall provide easement exhibits and legal descriptions as needed on an hourly basis.

Note: Scope of service shall include a meeting with the Client and/or his representative prior to commencement of design. Discretionary changes to the design by the Owner after commencement of final design shall be considered an additional service and billed accordingly.

105.10 Stormwater BMP:

Consultant shall evaluate existing conditions for stormwater management on site and shall provide design as necessary for a City approved water quality or runoff reduction Best Management Practice (BMP) to manage additional stormwater associated with the proposed improvements. The Consultant shall not be responsible for developing design solutions to off site stormwater management issues, nor shall the Consultant be responsible for evaluations or stormwater solutions to Johnson Dean Park beyond the current project limits.

105.20 Arborist and Landscape Design:

Consultant shall identify and locate specimen trees with critical root zones extending into the project limits as well as inventory a tree sample area for use in tree density calculations to meet City permitting requirements. Consultant shall delineate tree protection fence locations and provide specifications as needed for impacted specimen trees on site. Consultant shall prepare a Landscaping Design for the project. The design shall meet City standards as well as incorporate input from the Client to meet the intent of the approved Conceptual Plan. Changes to plans resulting from the comments received from reviewing authorities shall be on an hourly basis (see Section 106, Permitting Phase). Discretionary changes to landscaping design by the Owner shall be an additional service.

105.30 Irrigation Design: not included

106. Permitting Phase:

Consultant shall coordinate with other team members and make submittal to all jurisdictional agencies to pursue complete site development permitting for the project. Submittal to agencies is part of the basic services for the project.



The following work related to permitting shall be done on an hourly basis:

1. Follow-up with jurisdictional agencies to get comments and/or approvals.
2. Attendance at meetings with jurisdictional agencies to discuss comments and negotiate approvals.
3. Changes to plans resulting from the comments received from reviewing authorities.

108. NPDES Phase:

- a. Preparation of all required sediment and erosion control plans as well as phased hydrologic study for sizing of facilities.
- b. Completion of NPDES Notice of Intent (N.O.I.), its attachments and packaging for delivery via return receipt certified mail (or similar service) to (State's NPDES regulatory office).
- c. Initial Inspection and Report of the installation of Control Measures (BMPs). The Permittee must call the Consultant for the inspection within three days after the commencement of the initial construction activities to schedule the Initial Inspection.
- d. All Inspections (unless specifically noted above), Sampling and Reporting (unless specifically noted above), and the Notice of Termination (N.O.T.) will be performed by the Permittee listed on the Notice of Intent (N.O.I.) and is specifically excluded from our services.

109. Construction Phase:

Review of relevant shop drawings related to site construction is included in the Basic Services. Construction site visits are not included, but they can be performed as necessary for a cost of \$500 per visit. Additional construction administration services at the request of the client shall be considered additional services and billed hourly.

110. Additional Engineering Services:

Work performed outside the scope of services listed above with Client discussion and approval.

610. Boundary Survey: Not Included

615. ALTA Survey: Not Included

620. Topographic Survey:

Upon authorization of the Client, the Consultant shall perform a ground-run topographic survey of the entire parcel in accordance with standard surveying practices. The topographic survey is generally limited to the +/-0.6 acre tract along the Barton street frontage, which contains existing improvements. Included will be the location of all visible utilities and structures. The location of the Storm and Sanitary Sewer are included in the Basic Services. Additional utilities located as part of Phase 640 shall be reflected on the final survey. Preparation of a signed and sealed topographic survey map in accordance with industry standards is included.

640. Utility Location:

The Consultant shall coordinate with an independent (for hire) utility location company to have the existing utilities located along the frontage of the site. Consultant will provide horizontal location of those markings consistent with SUE QL-B Subsurface Utility location standards. If additional trips are required due to delays of utility company or "No Dig" markings, it will be considered an additional service. Vertical location of utilities is specifically excluded.



Consulting Services Agreement
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- 660. As-Built Survey: not included
- 670. Record Drawings: not included
- 680. Detention Pond Asbuilts: not included
- 695. Additional Surveying Services:

Any work not specifically outlined in this contract will be performed as Additional Services. Additional Services are billed as hourly work in accordance with the attached rate schedule.

C. RESPONSIBILITIES OF THE CLIENT:

1. The Client shall provide to the Consultant all criteria and full information as to Client's requirements for the Project. Any additional work resulting from changes in Client criteria shall be considered Additional Services.
2. The Client shall review and approve all preliminary designs prior to Consultant beginning final design work.
3. The Client shall provide to the Consultant all building design data necessary for the design of the Project, including but not limited to building dimensions, entrances, foundation designs, required drainage and utility connections, exterior stair locations and details, etc.
4. The Client shall provide to the Consultant a landscape criteria that shall constitute the basis of the Consultant's landscape design.
5. Consultant shall depend on accuracy of information provided by Client. If that information is found to be incorrect and requires a design change it will be done hourly as an additional service.

D. PRESUMPTIONS AND EXCLUSIONS:

1. The Basic Services presume that adequate utility services are or will be available at or adjacent to the Project boundary; the Basic Services do not include the design of offsite utilities other than standard connections to available utilities. Offsite water, sewer, storm and/or other facilities will be designed as part of an additional service fee for work, if required.
2. The Utility Plan shall include a water distribution system and a sanitary sewer collection system, and shall include the location of other utilities such as power, gas, and telephone.
3. The Basic Services presume the design of a standard water distribution system and a standard gravity flow sanitary sewer collection system (i.e.- - do not include the design of lift stations, booster pumps, etc.). These services can be provided for an additional fee.
4. The Basic Services do not include structural designs for major walls, (greater than 3 feet), basins, or tanks. These services if required can be provided as an additional service.
5. The Basic Services do not include the preparation or processing of Wetlands permits, (Nationwide or Individual), or the preparation or processing of Hazardous Waste remediation plans.
6. The Basic Services do not include processing of rezonings, variances, or attendance at any public hearings, except as noted.
7. The Basic Services do not include the preparation or processing of any subdivision plats or other plats requiring recording.
8. The Basic Services do not include reviewing title or final surveys for compliance with title reports.
9. The Basic Services do not include NPDES inspections, sampling, reports, etc.
10. The Basic Services do not include the preparation of a Site Lighting Plan. A base sheet will be given to the Project electrical engineer or lighting consultant to be used for Site Lighting Plan preparation. Coordination between the Site Lighting Plan and the Civil plans is included in the Basic Services.



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11. The Basic Services do not include fees for land surveying, subsurface investigations, Phase I ESA, traffic engineering, wetlands, utility locators, or other subConsultants, unless specifically included in this contract.
12. The Basic Services do not include the legal descriptions and survey revisions showing proposed easements or additional parcels.
13. The Basic Services do not include the preparation of a site construction cost estimate. This can be provided as an additional service.
14. The Basic Services do not include Client-initiated changes to the design after final design has been started.
15. The Basic Services presume that adequate detention and water quality measures are provided for this site. The Basic Services do not include any detention or water quality analysis, and/or hydrology studies except as specifically included in this contract

E. FEES:

For Consultant's Basic Services as described above, Consultant's fee for labor shall be as follows:

Item 102	SubConsultants Phase
Item 105	Final Site Design Phase
Item 105.10	Stormwater BMP
Item 105.20	Arborist and Landscaping Design
Item 106	Permitting Phase – Hourly estimated at \$2,000
Item 108	NPDES Phase
Item 109	Construction Phase
Item 110	Additional Engineering Services - Hourly
Item 620	Topographic Survey
Item 640	Utility Location
Item 695	Additional Surveying Services

Total: \$ 18,250 + hourly

The following will be billed as reimbursable expenses per attached conditions: Airfare, car rental, motels, mileage, meals, check prints, prints, postage, code books, zoning books, maps, delivery service, magnetic and reproducible media and sub-Consultants fees.

Hourly amounts are Consultant's best estimate based on historical projects of a similar nature. Actual amounts billed will be based on actual work completed.

Submitted By: _____ Date: _____
 Officer of Columbia Engineering

Submitted By: _____ Date: _____
 Project Manager

Accepted By: _____ Date: _____
 (Signature)

 (Print or Type Name)

 (Print or Type Title)

(Note: If Client is a Corporation, Acceptance must be by an Officer)

Attachment: Professional Services Quotes Johnson Dean (21-6117 : Johnson Dean Park Phase 2)

**CONSULTING SERVICES AGREEMENT
 GENERAL CONDITIONS
 PROJECT NO. 3361.21**

1. **Definitions:** As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement:

Consultant: Columbia Engineering & Services, Inc., its agents, employees and authorized representatives

Client: _____ The City of Norcross _____

Project: As defined and described in Section A

Contract: The services, fees, scope of work, special provisions and general conditions described in this Agreement and other terms and conditions hereof.

2. **Scope of Services:** The Client and the Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the Scope of Services, contained within section B, C, and D of this Agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be labeled as Exhibit B, appended hereto. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with the Consultant's prevailing fee schedule, as provided for in the attached Schedule Exhibit A, or as agreed to by the Client and the Consultant. Services not set forth above as Basic Services and not listed in Section(s) B, C, and D of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Section(s) B, C, and D.

3. **Right to Retain Subconsultants:** The Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include land surveyors, testing laboratories, geotechnical engineers, environmental engineers, wetlands experts, traffic engineers, site lighting experts, zoning attorneys and any specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

4. **Billing and Payment Terms:**

RETAINER. The Client shall make an initial payment of \$_____0_____ (retainer) upon execution of this Agreement. This retainer shall be held by Consultant and applied against the final invoice. Fees for the services provided in the Basic Services are specified in Section E.

PAYMENT DUE. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

REIMBURSABLE EXPENSES. For Consultant's reimbursable expenses, Consultant shall be reimbursed at the rate of reimbursable expenses times a factor of 1.15. Reimbursable expenses shall be defined as actual expenses incurred or indirectly in connection with the Project.

INTEREST. If payment in full is not received by the Consultant within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon Fifteen (15) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

SET-OFFS, BACKCHARGES, DISCOUNTS. Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.



SATISFACTION WITH SERVICE. Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICES. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

5. **Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

6. **Suspension of Services:** If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of this payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7. **Termination:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure to the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

8. **Timeliness of Performance:** The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.



9. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
10. **Defects in Service:** The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
11. **Indemnification:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
12. **Extension of Protection:** The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners and employees and their heirs and assigns, as well as the Consultant's subconsultants and their officers, employees, heirs and assigns.
13. **Information Provided by Others:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
14. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
15. **Standard of Care:** In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.
16. **Third-Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
17. **Attorneys' Fees:** In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties, or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.



18. **Collection Costs:** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expense policies.
19. **Corporate Protection:** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Delaware corporation, and not against any of the Consultant's individual employees, officers or directors.
20. **Mediation:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
21. **Arbitration:** In the event the parties to this Agreement are unable to reach a settlement of any dispute involving an amount of less than \$100,000.00, arising out of this Agreement or related to the services under this Agreement, in accordance with Paragraph 20 (Mediation), then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association, current as of the date of this Agreement then pertaining.
22. **Code Compliance:** The Consultant shall put forth reasonable professional efforts to comply with the reasonable interpretation of applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by reviewer comments, newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
23. **Hazardous Materials:**
DEFINITION OF "HAZARDOUS MATERIALS": As used in this Agreement, the term *Hazardous Materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS - SUSPENSION OF SERVICES: Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY: The Client agrees notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.
24. **Underground Improvements:** The Consultant and/or its subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the location for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the Consultant or its subconsultant will be performed in a manner consistent with the ordinary standard of professional care. The Client recognizes, however that such research may not identify all underground improvements and that the information upon which the Consultant reasonably relies may contain errors or may be incomplete.

Therefore, the Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable, for damages to underground improvements



resulting from subsurface penetrations in locations established by the Consultant that are based on properly filed and available records of said underground improvements.

25. **Delivery of Electronic Files:** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic file.

26. **Permits and Approvals:** The Consultant shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Consultant and included in the scope of Basic Services of this Agreement. Fees required to make changes to plans to implement comments by permit reviewers will be billed to Client as an additional service.
27. **Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.
28. **Entire Agreement:** This Agreement, comprising pages 1 through 11, including Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.
29. **Governing Law and Jurisdiction:** The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Georgia.
- It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Gwinnett County, Georgia.
30. **Force Majeure:** Neither party shall be deemed in fault of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
31. **Notices:** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by registered, certified, express or regular U.S. mail to the address listed in this Agreement. All notices shall be deemed delivered upon receipt. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
32. **Severability:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
33. **Survival:** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement as of the date first written above. The Client accepts this Agreement and finds the above prices, specifications and conditions to be satisfactory and authorizes the Consultant to do the work as specified.



Exhibit "A"
July 2018
Professional Services Rate Schedule:

Principal-in-Charge	\$220.00 / hour
Senior Project Manager	\$180.00 / hour
Project Manager	\$160.00 / hour
Junior Project Manager	\$150.00 / hour
Senior Engineer	\$140.00 / hour
Engineer III	\$125.00 / hour
Engineer II	\$110.00 / hour
Engineer I	\$ 95.00 / hour
Chief Drafter	\$110.00 / hour
Drafter	\$85.00 / hour
Senior Landscape Architect	\$140.00 / hour
Landscape Architect III	\$125.00 / hour
Landscape Architect II	\$105.00 / hour
Landscape Architect I	\$ 85.00 / hour
Principal Surveyor	\$150.00 / hour
Survey Project Manager	\$135.00 / hour
Registered Land Surveyor	\$125.00 / hour
Surveyor	\$ 95.00 / hour
Senior Survey Technician	\$ 80.00 / hour
Survey Technician	\$ 70.00 / hour
3 Man Crew	\$168.00 / hour
2 Man Crew	\$129.00 / hour
GPS Crew	\$145.00 / hour
Accounting Manager	\$115.00 / hour
Administrative Coordinator	\$ 75.00 / hour
Intern	\$ 55.00 / hour
Senior Construction Engineer	\$130.00 / hour
Land Acquisition Specialist	\$165.00 / hour
Expert Witness Testimony & Preparation	\$300.00 / hour

Hourly rates are subject to change.

Revised January 2018

Attachment: Professional Services Quotes Johnson Dean (21-6117 : Johnson Dean Park Phase 2)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** · COUNCILMEMBER **BRUCE GAYNOR** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6130	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Policy Work Session
Title:	Resolution of the Mayor and Council Expressing Their Condemnation Of Hate Crimes, Discrimination, and Racism in All Forms		

Sponsors:

Code Sections:

Attachments:

1. [Res - Condemnation of Hate Crimes, Discrimination, Racism in all Forms](#)

Title

Resolution of the Mayor and Council Expressing Their Condemnation Of Hate Crimes, Discrimination, and Racism in All Forms

Drafter

Councilmember Bruce Gaynor

Motion

A motion to Approve/Deny the attached Resolution condemning hate crimes, discrimination, and racism in all forms.

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
NORCROSS, GEORGIA EXPRESSING THEIR CONDEMNATION OF
HATE CRIMES, DISCRIMINATION, RACISM IN ALL FORMS
AND ENCOURAGING A COMMITMENT TO
FAIR AND EQUAL TREATMENT FOR ALL**

WHEREAS, the City of Norcross prides itself as a diverse city that welcomes people from all backgrounds and nationalities; and

WHEREAS, the City of Norcross, its Mayor, City Council, Chief of Police, the Norcross Police Department, and all City staff are deeply saddened by the tragic events that continue to occur across our country; and

WHEREAS, racism and hate have no place in Norcross, and we are committed to working actively against all forms of racism and injustice. We are committed to ensuring that the Constitutional rights of every person who lives, works, and visits our great City are protected; and

WHEREAS, the Mayor and City Council support the Norcross Police Department and its continuing commitment to fight against racism and treat everyone with respect and dignity regardless of race, creed, religion, sexual orientation, or color; and

WHEREAS, the Norcross Police Department continues to be honest and transparent to build a culture of trust with those they serve and is committed to working diligently every day to exceed expectations in all aspects of law enforcement; and

WHEREAS, the City of Norcross provides equal opportunity to all employees and applicants for employment without regard to race, color, religion, gender, national origin, age, disability, or status as covered veterans; and

WHEREAS, the Mayor and Council of the City of Norcross condemn all forms of discrimination against people based on their race, religion, age, sexual orientation, gender, gender identity or military status; and

WHEREAS, the Mayor and Council of the City of Norcross are committed to stand against all forms of discrimination against people based on their race, religion, age, sexual orientation, gender, gender identity or military status;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA, that the Mayor and City Council of the City of Norcross stand steadfast with all citizens of Norcross against hate crimes, discrimination and racism in all forms and reaffirm the City's commitment to fighting for racial justice and human and civil rights for all;

BE IT FURTHER RESOLVED that the Mayor, City Council, the Norcross Police Department, and all City staff are committed to engaging in continuing communication and dialog with the community to address issues of systemic racism, violence, harassment, and intolerance and their impact on individuals and on the community as a whole; and

IN WITNESS HEREOF, I have hereunto set my hand and caused this seal to be affixed,

This the ____ day of April 2021.

Craig Newton, Mayor

Attest: Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6143	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/3/2021 6:30 PM	In Control:	Mayor and Council
Title:	Giles Street Right of Way		

Sponsors:

Code Sections:

Attachments:

1. [resolution for the abandonment and acceptance of bid for sale of Giles Street.2021.04.29](#)
2. [Giles Street Bid Docs April 26 2021](#)

Title

Giles Street Right of Way

Drafter

William Corbin

Motion

A motion to Approve/Deny the attached resolution of the Mayor and Council of the City of Norcross; for the closure of Giles Street and its Right of Way subject to certain conditions; and authorizing the acceptance of the highest qualified bid for the sales of Giles Street and its Right of Way, subject to the payment of certain costs and expenses.

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORCROSS;
FOR THE CLOSURE OF GILES STREET AND ITS RIGHT OF WAY SUBJECT TO
CERTAIN CONDITIONS; AND AUTHORIZING THE ACCEPTANCE OF THE
HIGHEST QUALIFIED BID FOR THE SALE OF GILES STREET AND ITS RIGHT OF
WAY, SUBJECT TO THE PAYMENT OF CERTAIN COSTS AND EXPENSES**

WHEREAS, the Mayor and Council of the City of Norcross, Georgia (the “City”) is the duly elected governing authority for the City; and

WHEREAS, the City passed Ordinance No. 08-2019 which repealed Subpart B of the Code of Ordinances, entitled “Planning and Land Development Code” and substituted a new Appendix entitled “Norcross Unified Development Ordinance” (hereinafter the “UDO”); and

WHEREAS, the UDO created a new mixed use and commercial district for certain properties adjacent to Buford Highway entitled the BH Buford Highway zoning district (the “BH District”); and

WHEREAS, the BH District is intended to encourage the redevelopment of Buford Highway in conformance with the vision for the corridor in the City’s Comprehensive Plan; and

WHEREAS, tax parcel nos. R6242 011, 012, 013, 014, 015, 025 and R6241 011 and the entirety of Giles Street are within the BH District; and

WHEREAS, the structures and improvements on tax parcel nos. R6242 011, 012, 013, 014, 015, 025 and R6241 011 are dilapidated, in a poor state of repair, and/or have been abandoned; and

WHEREAS, the owners of tax parcel nos. R6242 011, 012, 013, 014, 015, 025 and R6241 011 are desirous of selling their properties to a developer for the purpose of redeveloping the properties into an approximately seventy-unit condominium complex which will be served by a private road; and

WHEREAS, Giles Street is a dead-end City street that is in a poor state of repair; and

WHEREAS, Giles Street sole purpose is to provide access to tax parcel nos. R6242 011, 012, 013, 014, 015, 025 and R6241 011; and

WHEREAS, the City is desirous of eradicating conditions of residential slum and blight within the City of Norcross; and

WHEREAS, the City is desirous of encouraging the development of tax parcel nos. R6242 011, 012, 013, 014, 015, 025 and R6241 011 pursuant to the BH District in the UDO and thereby increasing the tax digest for the City; and

WHEREAS, the owners of tax parcel nos. R6242 011, 012, 013, 014, 015, 025 and R6241 011 and the prospective developer of said parcels has requested that the City abandon the 0.238 acres of Giles Street and its right of way (the “Giles Street ROW”) as shown on Exhibit “A” attached

hereto (the metes and bounds legal description of the Giles Street ROW), and offer it for sale to the highest bidder; and

WHEREAS, Section 1.14 of the Norcross City Charter, Subsection (33) states that the corporate powers of the government of the City of Norcross shall include the power to abandon or close roadways, including but not limited to roads within the corporate limits of the City; and

WHEREAS, Section 7.10 of the Norcross City Charter grants the Norcross City Council “the power and authority to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control of the streets, alleys, squares and sidewalks of the City; and

WHEREAS, O.C.G.A. § 36-37-6 sets forth the general procedure for the disposal of municipal property; and

WHEREAS, O.C.G.A. § 36-37-6 (e)(2)(E) states that municipal property which is no longer needed for public road purposes and is disposed of pursuant to O.C.G.A. § 32-7-4 is exempt from the requirements of O.C.G.A. § 36-37-6; and

WHEREAS, O.C.G.A. § 32-7-3 states, in relevant part, that whenever a municipality has acquired property for public road purposes and thereafter determines that all or part of the property is no longer needed for such purposes because of changed conditions, that the municipality is authorized to dispose of such property in accordance with O.C.G.A. § 32-8-4; and

WHEREAS, O.C.G.A. § 32-7-4 sets forth the procedure for the disposal of an abandoned roadway; and

WHEREAS, the City of Norcross has held title to the Giles Street ROW for more than thirty (30) years; and

WHEREAS, O.C.G.A. § 32-7-4 (b) mandates that the City must conduct a sale of the Giles Street ROW to the highest bidder submitting the highest of the sealed bids received after public advertisement for such bids for two weeks; and

WHEREAS, the Mayor and Council of the City of Norcross authorized the closure of Giles Street ROW to the highest bidder by resolution of January 6, 2020; and

WHEREAS, on April 5, 2021, the Mayor and Council of the City of Norcross authorized an invitation for sealed bids for the sale of Giles Street Right of Way and the Abandonment of the Giles Street ROW subject to the City’s acceptance of the highest bid; and

WHEREAS, the notice of invitation for bids was advertised as required by law and bids were due on Monday April 26, 2021 at 10:00 am; and

WHEREAS, the high bid timely received on April 26, 2021 was for \$30,000.00 made by Mosaic Norcross, LLC, a bank check for the full amount of the bid was included with the bid as well as an affidavit of release of claim from Mosaic Norcross, LLC, the owner of all the property adjacent to the Giles Street ROW; and

WHEREAS, the City finds that the desire of the owner of tax parcel nos. R6242 011, 012, 013, 014, 015, 025 and R6241 011 and Mosaic Norcross, LLC to develop those parcels, together with the 0.238 acres of Giles Street ROW pursuant to the BH zoning district is a changed condition which justifies the City's decision to abandon the Giles Street ROW, subject to the City's acceptance of the highest bid in a sale conducted pursuant to O.C.G.A. § 32-7-4 (b); and

WHEREAS, the City is desirous of giving the public notice of the anticipated closing of the Giles Street ROW, subject to the City's acceptance of the highest bid in a sale held pursuant to O.C.G.A. § 32-7-4 (b), in the legal section of the Gwinnett Daily Post, and by posting notice of the anticipated closing at City Hall and on the City's website; and

WHEREAS, O.C.G.A. § 32-4-91 (b) states in relevant part that "[a] municipality shall notify the [Georgia Department of Transportation] within three months after a municipal street is abandoned ... and by appropriate digital file, map, or plat depicting the location of the ... abandoned street";

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Norcross, Georgia hereby directs the City Manager and his designees to advertise the abandonment of the Giles Street ROW and to accept of the highest bid in a sale conducted pursuant to O.C.G.A. § 32-7-4 (b), and to effectuate the sale of the Giles Street ROW as follows:

1. That the City accepts the bid of Mosaic Norcross, LLC that was timely submitted on April 26, 2021 as the highest responsive responsible bid for the Giles Street ROW;
2. That the City Attorney is hereby authorized to give formal notice of the acceptance of the bid to Mosaic Norcross, LLC in writing;
3. That the Giles Street ROW are hereby closed;
4. That City staff and the City attorney shall take all steps necessary to advertise the closure of the Giles Street ROW and to notify the Georgia Department of Transportation of the abandonment and closure of Giles Street and its right of way as required by law; and
5. That City staff and the City Attorney are hereby authorized to close the purchase of the Giles Street ROW to Mosaic Norcross, LLC by quit claim deed as set forth in the Notice of Invitation for Bids and to take all necessary steps and actions to deliver said property to effectuate such sale.

IN WITNESS HEREOF, I have hereunto set my hand and caused this seal to be affixed,

This the ____ day of May, 2021.

Craig Newton, Mayor

Attest: Monique Lang, City Clerk

EXHIBIT "A"

METES AND BOUNDS LEGAL DESCRIPTION OF THE GILES STREET RIGHT OF WAY:

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 242, 6th District, City of Norcross, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the southwestern intersection of the right of way of Buford Highway (right of way varies) and the right of way of Giles Street (20 feet right of way), that is the **POINT OF BEGINNING**; thence leaving the right of way of Buford Highway and along the southwesterly right of way of Giles Street the following courses and distances: South 32°07'04" East a distance of 192.84 feet to a point; thence South 37°51'34" East a distance of 6.77 feet to a point; thence South 37°51'34" East a distance of 108.81 feet to a point; thence South 48°13'08" East a distance of 41.23 feet to a point; thence South 32°47'35" East a distance of 201.48 feet to a point; thence leaving said southwesterly right of way of Giles Street North 61°01'51" East a distance of 17.19 feet to a point located on the northeasterly right of way of Giles Street; thence along said northeasterly right of way of Giles Street the following courses and distances: North 32°22'28" West a distance of 205.16 feet to a point; thence North 48°13'08" West a distance of 42.07 feet to a point; thence North 37°51'34" West a distance of 107.12 feet to a point; thence North 37°51'34" West a distance of 0.55 feet to a point; thence North 31°52'44" West a distance of 201.05 feet to a point located on the southeasterly right of way of Buford Highway; thence along said right of way South 46°54'01" West a distance of 20.39 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 0.238 Acres.

CITY OF NORCROSS

REQUEST FOR SEALED BIDS FOR SALE OF GILES STREET RIGHT OF WAY AND ABANDONMENT OF GILES STREET RIGHT OF WAY SUBJECT TO CITY'S ACCEPTANCE OF HIGHEST BID

PROPOSAL FORM

DATE: April 16, 2021
TO: William Corbin
Economic Development Director, City Hall, 2nd floor, 65
Lawrenceville Street, Norcross, GA 30071

Proposer's name and address: Mosaic Norcross, LLC
John Mansour, Manager
675 Seminole Ave Suite 301
Atlanta, GA 30307
Mansour@ayoubmansour.com
404.806.7384

The undersigned proposes to acquire the Giles Street right of way described in Exhibit A, from the City of Norcross, for the amount of Thirty Thousand Dollars (\$30,000) as stipulated in the Request for Sealed Bids for the Sale of Giles Street.

Enclosed with this Proposal is a certified check for the full amount of the Bid.

Mosaic Norcross, LLC



John Mansour
Manager

Attachment: Giles Street Bid Docs April 26 2021 (21-6143 : Giles Street Right of Way)

EXHIBIT A

PROPERTY DESCRIPTION

The Giles Street Right of Way

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 242, 6th District, City of Norcross, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the southwestern intersection of the right of way of Buford Highway (right of way varies) and the right of way of Giles Street (20 feet right of way), that is the **POINT OF BEGINNING**; thence leaving the right of way of Buford Highway and along the southwesterly right of way of Giles Street the following courses and distances: South 32°07'04" East a distance of 192.84 feet to a point; thence South 37°51'34" East a distance of 6.77 feet to a point; thence South 37°51'34" East a distance of 108.81 feet to a point; thence South 48°13'08" East a distance of 41.23 feet to a point; thence South 32°47'35" East a distance of 201.48 feet to a point; thence leaving said southwesterly right of way of Giles Street North 61°01'51" East a distance of 17.19 feet to a point located on the northeasterly right of way of Giles Street; thence along said northeasterly right of way of Giles Street the following courses and distances: North 32°22'28" West a distance of 205.16 feet to a point; thence North 48°13'08" West a distance of 42.07 feet to a point; thence North 37°51'34" West a distance of 107.12 feet to a point; thence North 37°51'34" West a distance of 0.55 feet to a point; thence North 31°52'44" West a distance of 201.05 feet to a point located on the southeasterly right of way of Buford Highway; thence along said right of way South 46°54'01" West a distance of 20.39 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 0.238 Acres.

Attachment: Giles Street Bid Docs April 26 2021 (21-6143 : Giles Street Right of Way)

AFFIDAVIT OF RELEASE OF CLAIM TO GILES STREET

TO: CLERK OF SUPERIOR COURT OF GWINNETT COUNTY

RE: MOSAIC NORCROSS, LLC] (“Affiant”), the owner of Real Property known as 0 Giles Street, 5412 Giles Street, 5406 Giles Street and 5410 Giles Street.

Personally before the undersigned officer authorized to administer oaths appears John Mansour, Manager of Mosaic Norcross, LLC, who, being duly sworn, does state the following:

1. Affiant currently owns property adjacent to the Giles Street Property; and
2. Affiant’s Property is described as 5.72 AC., District 6, Parcel ID R624-014 with an address of 0 Buford Hwy adjacent to Giles Street (“0 Giles Street”), District 6, Parcel ID R624-013 with an address of 5412 Giles Street (“5412 Giles Street”), District 6, Parcel ID R624-011 with an address of 5406 Giles Street (“5406 Giles Street”), District 6, Parcel ID R624-012 with an address of 5410 Giles Street (“5410 Giles Street”); and,
3. Affiant obtained its interest in 0 Giles Street, 5412 Giles Street, 5406 Giles Street and 5410 Giles Street by Warranty Deed Located at Deed Book 58611, Page 89; and
3. Affiant releases and agrees to quit claim any and all claim, title or interest in the Property located at Land Lot 242, 6th District, City of Norcross, Gwinnett County, Georgia known as the Giles Street Property, more particularly described in Exhibit A below to the City of Norcross.
4. Affiant acknowledges and agrees that release of any claim to the Giles Street Property flows to the high bidder to the City of Norcross’ sale of the Giles Street Property that has been made after public notice and sale.
5. Affiant consents to the abandonment of the Giles Street Right of , the closure of Giles Street and the sale of the Giles Street and the Giles Street Right of Way to the high bidder to the City of Norcross’ sale of the Giles Street Property that has been made after public notice and sale.
6. Affiant hereby waives any and all claims against the City of Norcross and releases the City of Norcross from any and all claims that arise from the abandonment of the Giles Street Right of Way, the closure of Giles Street and the sale of the Giles Street and the Giles Street Right of Way.

[SIGNATURE NEXT PAGE]

Attachment: Giles Street Bid Docs April 26 2021 (21-6143 : Giles Street Right of Way)



John Mansour____, Affiant
Mosaic Norcross, LLC
Manager, Title

Sworn to and subscribed
before me this 16 day
of April, 2021

Notary Public 

My Commission Expires: 6/17/23

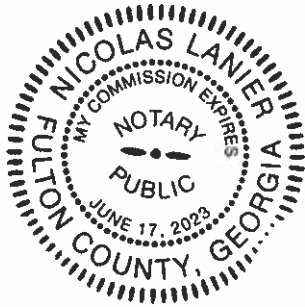


EXHIBIT "A"**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 242, 6th District, City of Norcross, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the southwestern intersection of the right of way of Buford Highway (right of way varies) and the right of way of Giles Street (20 feet right of way), that is the **POINT OF BEGINNING**; thence leaving the right of way of Buford Highway and along the southwesterly right of way of Giles Street the following courses and distances: South 32°07'04" East a distance of 192.84 feet to a point; thence South 37°51'34" East a distance of 6.77 feet to a point; thence South 37°51'34" East a distance of 108.81 feet to a point; thence South 48°13'08" East a distance of 41.23 feet to a point; thence South 32°47'35" East a distance of 201.48 feet to a point; thence leaving said southwesterly right of way of Giles Street North 61°01'51" East a distance of 17.19 feet to a point located on the northeasterly right of way of Giles Street; thence along said northeasterly right of way of Giles Street the following courses and distances: North 32°22'28" West a distance of 205.16 feet to a point; thence North 48°13'08" West a distance of 42.07 feet to a point; thence North 37°51'34" West a distance of 107.12 feet to a point; thence North 37°51'34" West a distance of 0.55 feet to a point; thence North 31°52'44" West a distance of 201.05 feet to a point located on the southeasterly right of way of Buford Highway; thence along said right of way South 46°54'01" West a distance of 20.39 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 0.238 Acres.

DEED B: 58611 P: 00089

04/12/2021 12:15 PM Pgs: 4 Fees: \$25.00

TTax: \$0.00

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

PT-61 #: 0672021010922

ERECORDED

eFile Participant IDs: 7495336524,

After Recording, Return to:
 Hughes White Kralicek, P.C.
 2300 Windy Ridge Parkway
 Suite 570 South
 Atlanta, Georgia 30339
 Attention: R. Matthew Short, Esq.
Commitment No: 21-35

Tax Map Parcel #: R6241 011, R6242 011, R6242 012, R6242 013, R6242 014, R6242 015,
 R6242 025

QUITCLAIM DEED

THIS INDENTURE is made as of the 9 day of April, 2021, by and between GEESLIN-WRIGLEY INVESTMENTS, LLLP, a Georgia limited liability limited partnership (the "Grantor"), and MOSAIC NORCROSS, LLC, a Georgia limited liability company (the "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee any and all interest in those certain tracts or parcels of land lying in Gwinnett County, Georgia, as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD said described premises to Grantee, so that neither Grantor nor any entity or entities claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

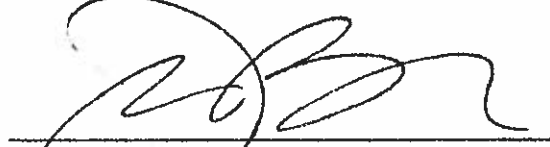
[SIGNATURES CONTAINED ON FOLLOWING PAGES]

Quitclaim Deed

IN WITNESS WHEREOF, Grantor has caused this deed to be executed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

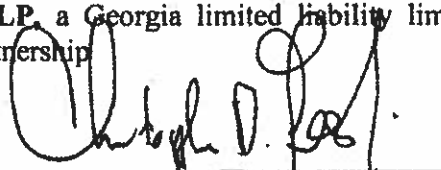
JOHN BURTON WILKERSON JR.
NOTARY PUBLIC
Bibb County
State of Georgia
My Comm. Expires November 21, 2021

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

GRANTOR:

**GEESLIN-WRIGLEY INVESTMENTS,
LLLP, a Georgia limited liability limited
partnership**

By: 

Name: Christopher D. Geeslin

Title: General Partner

[SEAL]

Attachment: Giles Street Bid Docs April 26 2021 (21-6143 : Giles Street Right of Way)

EXHIBIT "A"

Legal Description

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lots 241 and 242, 6th District, City of Norcross, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the intersection of the southeastern right of way of Buford Highway (right of way varies) and the Land Lot Line common to Land Lots 241 and 242, that is the **POINT OF BEGINNING**; thence along the right of way of Buford Highway North 46°28'04" East a distance of 173.15 feet to a point; thence leaving said right of way South 34°51'35" East a distance of 146.61 feet to a point; thence North 55°07'34" East a distance of 75.00 feet to a point; thence South 35°01'12" East a distance of 149.77 feet to a point; thence North 54°59'25" East a distance of 100.00 feet to a point; thence South 35°03'34" East a distance of 325.89 feet to a point; thence South 55°34'41" West a distance of 99.47 feet to a point; thence South 55°55'11" West a distance of 299.50 feet to a point located on the Land Lot Line common to Land lots 241 and 242; thence leaving said Land lot Line South 62°21'13" West a distance of 117.81 feet to a point located on the northeasterly right of way of Giles Street (20 feet right of way); thence leaving said right of way South 61°01'51" West a distance of 17.19 feet to a point located on the southwesterly right of way of Giles Street; thence leaving said right of way South 63°15'27" West a distance of 67.75 feet to a point; thence South 63°11'13" West a distance of 51.02 feet to a point; thence South 53°42'39" West a distance of 53.88 feet to a point; thence North 31°57'05" West a distance of 199.80 feet to a point; thence North 32°00'37" West a distance of 314.79 feet to a point located on the southeasterly right of way of Buford Highway; thence along said right of way the following courses and distances: North 47°17'31" East a distance of 55.00 feet to a point; thence North 47°17'45" East a distance of 92.97 feet to a point; thence North 46°54'01" East a distance of 20.39 feet to a point; thence North 46°54'32" East a distance of 19.04 feet to a point; thence North 49°48'56" East a distance of 50.09 feet to a point; thence North 46°22'55" East a distance of 17.00 feet to a point; thence South 43°37'05" East a distance of 47.00 feet to a point; thence North 46°22'55" East a distance of 20.00 feet to a point; thence North 43°37'05" West a distance of 47.00 feet to a point; thence North 46°22'55" East a distance of 59.50 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 8.284 Acres.

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 242, 6th District, City of Norcross, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the southeastern intersection of the right of way of Buford Highway (right of way varies) and the right of way of Giles Street (20 feet right of way), that is the **POINT OF BEGINNING**; thence leaving the right of way of Buford Highway and along the northwesterly right of way of Giles Street the following courses and distances: South 31°52'44" East a distance of 201.05 feet to a point; thence South 37°51'34" East a distance of 0.55 feet to a point; thence South 37°51'34" East a distance of 107.12 feet to a point; thence South 48°13'08" East a distance of 42.07 feet to a point; thence South 32°22'28" East a distance of 205.16 feet to a point; thence leaving said northwesterly right of way of Giles Street South 61°01'51" West a distance of 17.19 feet to a point located on the southwesterly right of way of Giles Street; thence along said southwesterly right of way of Giles Street the following courses and distances: North 32°47'35" West a distance of 201.48 feet to a point; thence North 48°13'08" West a distance of 41.23 feet to

EXHIBIT "A"

a point; thence North 37°51'34" West a distance of 108.81 feet to a point; thence North 37°51'34" West a distance of 6.77 feet to a point; thence North 32°07'04" West a distance of 192.84 feet to a point located on the southeasterly right of way of Buford Highway; thence along said right of way North 46°54'01" East a distance of 20.39 feet to a point, being the POINT OF BEGINNING. Said tract contains 0.238 Acres (**GILES STREET RIGHT OF WAY**).

Attachment: Giles Street Bid Docs April 26 2021 (21-6143 : Giles Street Right of Way)