



Mayor and City Council Regular Meeting

Thursday, February 03, 2022 at 7:00 PM

Dacula City Hall, Council Chambers

442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

Agenda

CALL TO ORDER AND ROLL CALL OF MEMBERS:

INVOCATION:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

- [1.](#) Approval of the Minutes from the Regular Meeting on January 6, 2022.
- [2.](#) Website Upgrade
- [3.](#) Broad Street / 2nd Avenue Storm Drainage Improvements Proposal
- [4.](#) Ordinance Amendment: Chapter 12, Sec. 11 - Massage Therapists
- [5.](#) Ordinance Amendment: Chapter 10, Sec.10-2(a) - Technical Building Code

OLD BUSINESS:

NEW BUSINESS:

STAFF COMMENTS:

MAYOR AND COUNCIL COMMENT(S):

PUBLIC COMMENTS:

ADJOURNMENT:

CITY OF DACULA
442 Harbins Rd
P. O. Box 400
Dacula, GA, 30019

COUNCIL MEETING
MINUTES
January 6, 2022

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor Trey King called the January 6, 2022 Council Meeting to order at 7:01 p.m. and roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

City Council Present

Trey King, Mayor
Sean Williams, Council
Daniel Spain, Council
Denis W. Haynes, Jr., Council

Ann Mitchell, Council – Absent

City Staff Present

Heather Coggins, Assistant City Administrator
Jack Wilson, City Attorney
Brittini Nix, Director of Planning & Economic Development
Courtney Mahady, Administrative Clerk
Dana Stump, Administrative Assistant for Planning & Zoning
Amy White, City Marshal

II. INVOCATION:

Invocation was given by Pastor Mark Chandler.

III. PLEDGE OF ALLEGIANCE:

Mayor Trey King led the Pledge of Allegiance.

IV. OATHS OF OFFICE:

1. Mayor Hugh D. King III

City Attorney Jack Wilson administered a Ceremonial Oath to Mayor Trey King.

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2. Council Member Denis W. Haynes, Jr.

City Attorney Jack Wilson administered a Ceremonial Oath to Councilman Denis W. Haynes, Jr.

3. Council Member Daniel R. Spain

City Attorney Jack Wilson administered a Ceremonial Oath to Councilman Daniel R. Spain.

V. CONSENT AGENDA:

- 4. Approval of the Minutes from the Regular Meeting on December 2, 2021.**
- 5. Approval of the Minutes from the Budget Public Hearing of December 2, 2021.**
- 6. Appointment of Mr. Jack Wilson (175.00/hr.) for legal services**
- 7. Appointment of Mr. Jack Wilson (175.00/hr.) as City Prosecutor**
- 8. Appointment of Judge Bill Brogdon and Judge Jammie Taire (200.00/hr.) as City Magistrate(s)**

Mayor King called for a motion to approve the items on the Consent Agenda.

Councilman Haynes, Jr. motioned to approve the Consent Agenda items. Councilman Williams seconded. Motion passed unanimously.

VI. OLD BUSINESS:

None

VII. NEW BUSINESS:

9. Election of Mayor Pro Tem

Mayor King called for motion to nominate the Mayor Pro Tem for 2022.

Councilman Spain motioned to nominate Councilman Sean Williams for 2022 Mayor Pro Tem. Councilman Haynes, Jr. seconded. Motion passed unanimously.

10. Appointment of Planning Commission Members

Mayor King called for each councilmember's appointments for the Planning Commission for 2022.

Councilman Williams appointed David Montalbano
 Councilman Spain appointed Lisa Bradberry
 Councilman Haynes, Jr. appointed Gene Greeson
 Mayor Trey King appointed Monica Francis

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Councilwoman Mitchell will make her appointment on February 3, 2022.

Mayor King then requested a motion to ratify the appointments.

Councilman Spain motioned to ratify the appointments. Councilman Haynes, Jr. seconded. Motion passed unanimously.

11. City Council oversight appointments

Mayor King called for a motion to appoint the Mayor and Council as a whole to oversee all departments in the City for 2022.

Councilman Spain motioned to appoint as described. Councilman Williams seconded. Motion passed unanimously.

12. Appointment of City Chaplain

Mayor King requested a nomination for the City Chaplain for 2022.

Councilman Haynes, Jr. nominated Pastor Mark Chandler. Councilman Williams seconded. Motion passed unanimously.

13. PUBLIC HEARING: 2021-CD-RZ-07, Applicant: Hector Abreu, Owner: Mark Everson requests rezoning from C-1 Neighborhood Business District to C-2 General Business District. The property is located in Land Lot 302A, Parcel 153 of the 5th District and contains 3.53 acres more or less.

Councilman Spain motioned to open the public hearing. Councilman Haynes, Jr. seconded. Motion passed unanimously.

Director of Planning & Economic Development, Brittni Nix, presented the staff report for the application for rezoning from C-1 Neighborhood Business District to C-2 General Business District. Mrs. Nix stated staff recommended approval of the application with conditions.

Councilman Haynes, Jr. inquired about any outdoor storage visible from the street. Mrs. Nix stated that with the requested zoning district, all outdoor storage is required to be behind an opaque fence.

Comment in favor:

Hector Abreu, 1742 Prospect Church Road, Lawrenceville, Georgia 30043, spoke in favor of his rezoning application. Mr. Abreu addressed Councilman Haynes concern regarding the outdoor storage stating that the company vehicles and trailers would be behind the current fence.

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Councilman Spain motioned to close the public hearing. Councilman Williams seconded. Motion passed unanimously.

14. Rezoning Application: 2021-CD-RZ-07, Applicant: Hector Abreu, Owner: Mark Everson requests rezoning from C-1 Neighborhood Business District to C-2 General Business District. The property is located in Land Lot 302A, Parcel 153 of the 5th District and contains 3.53 acres more or less.

Councilman Haynes, Jr. motioned to approve with 10 conditions [listed below]. Councilman Spain seconded. Motion passed unanimously.

1. The property shall be developed in accordance with the conceptual site plan prepared by Ringo Abernathy & Associates dated November 12, 2021. Any substantial deviation from the approved conceptual plan and/or conditions of zoning shall be resubmitted to the Mayor and City Council for consideration. The Mayor or his or her designee shall determine what constitutes substantial deviation.
2. The addition of any outbuildings or building expansion shall have the following: Exterior facades constructed of brick, stone or stucco. Mechanical, HVAC and like systems shall be screened from street level on all sides by an opaque wall of brick, stucco, or split faced block. Final architectural plans and color palate shall be submitted to the City for approval.
3. The addition of a paved parking lot or entrance / exit drives shall have the following: a parking lot landscape plan submitted to the City for approval. At a minimum, the landscape plan shall include monument sign location and should insure that each parking island/strip will have a minimum of two (2) ornamental shade trees. All parking area trees shall be a minimum of 2-inch dbh caliper.
4. Ground signage shall be limited to one monument-type sign for each commercial lot fronting McMillan Road and Stanley Road. Monument signs shall be constructed with a brick base (minimum two feet in height) matching the materials of the buildings. Neon signs shall be prohibited. Signs shall be set back 15-feet from right-of-way of McMillan / Stanley Roads and located so as to not impede site distance. Sign location and design subject to review and approval by the City of Dacula.
5. Outdoor storage shall only be allowed in the screened rear portion of the site.
6. Parking lot lighting shall be directed in toward the property so as not to shine directly onto adjacent properties.
7. All trash dumpsters shall be screened by an enclosure using the same exterior building material and color as the primary structure. Pickup shall be limited to the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday.

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8. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site without appropriate permit(s). No decorative balloons or hot-air balloons shall be displayed on the site.
9. No outside loudspeakers shall be allowed.
10. Human sign spinners and/or twirlers shall be prohibited.

15. PUBLIC HEARING: 2022-CD-VAR-01, Applicant: BLT Alcovy Road, LLC c/o Mahaffey Pickens Tucker, LLP, Owner: BLT Alcovy Road, LLC requests variance to waive the rental restriction. The property is located in Land Lot 277 of the 5th District and contains 11.48 acres more or less.

Councilman Williams motioned to open the public hearing. Councilman Spain seconded. Motioned passed unanimously.

City Attorney, Jack Wilson, presented the staff report for the application for a variance to waive the rental restriction. Mr. Wilson stated that staff recommend denial of the application. He then presented information regarding the number of rental units currently available.

Comment in favor:

Shane Lanham, 1550 North Brown Rd, Suite 125, Lawrenceville, Georgia 30043, on behalf of the applicant, presented the variance application. Mr. Lanham explained the business model for the purchaser owns and manages entire communities that lease homes rather than selling them to owner occupants. Mr. Lanham stated that there is a large segment of the market who desire the advantages that a rental model can provide.

Comment in opposition:

Gerrit Hockstra, 2339 Redfern Road, Dacula, Georgia 30019, expressed his concern that if the property next door was 100% rentals it would decrease the value of his home.

Councilman Spain motioned to close the public hearing. Councilman Haynes, Jr. seconded. Motion passed unanimously.

16. Variance Application: 2022-CD-VAR-01, Applicant: BLT Alcovy Road, LLC c/o Mahaffey Pickens Tucker, LLP, Owner: BLT Alcovy Road, LLC requests variance to waive the rental restriction. The property is located in Land Lot 277 of the 5th District and contains 11.48 acres more or less.

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Councilman Williams motioned to deny the application. Councilman Spain seconded. Motion carried 2-0. (Councilman Haynes, Jr. abstained.)

VIII. STAFF COMMENTS:

None

IX. MAYOR AND COUNCIL COMMENT(S):

Sean Williams thanked everyone at the city for their hard work and welcomed the new employees.

X. PUBLIC COMMENTS:

None

XI. ADJOURNMENT:

Councilman Haynes, Jr. motioned to adjourn. Councilman Williams seconded. Motion passed unanimously. Meeting adjourned at 7:44 p.m.

Minutes approved

Date

Signature

TO: City of Dacula City Council and Mayor

FROM: Jack Wilson, City Attorney
Heather Coggins, Acting City Administrator
Courtney Mahady, Administrative Clerk

DATE: January 25, 2022

SUBJECT: Website Upgrade

Dear Mayor and Members of the City Council:

The staff has reviewed several options for creating a new website for the City. The website was last updated in 2018. With the City moving toward collecting its own property taxes in 2022, it is important to upgrade the website so that it can handle receiving and processing payments in a timely fashion. Staff has reviewed the proposals enclosed with this memo and recommends that the Mayor and Council approve Municode in accordance with its proposal attached hereto. This provider appears to meet the City's need and offer the most cost-effective and viable proposal going forward.

At an appropriate time, the City needs to provide notice of termination to its existing website hosting provider. Staff recommends that the City provide sixty (60) days' notice of the termination of the existing relationship (the City has not located any written maintenance agreement currently in effect). This notice will be sent by staff to transition from the existing website hosting firm to the new provider.

If you have any questions about this matter, please do not hesitate to contact me or Courtney Mahady. Staff believes it is important to proceed at this time to allow sufficient time to complete the transition, to have the new website fully functional before payments are due in the fall.



Website Redesign, Hosting, and Support

Quote for Dacula, Georgia



Chris Rogers

PO Box 2235 Tallahassee, FL 32316
850-701-0704 crogers@municode.com

LETTER OF INTEREST

1/14/2022

Dear Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver an accessible, mobile-friendly web presence that is professional, easy-to-use, and easy-to-maintain.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier.

Our Municode Web content management system allows your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services. We create your website using Drupal, an industry-leading content management system.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Web with our suite of online municipal solutions including code of ordinance integration (Municode NEXT) and meeting management integration (Municode Meetings). These integrations include unified search (including PDFs) and cross-links across each platform.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,



Brian Gilday
President, Website/Meetings Division

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COMPANY PROFILE

History, Mission, and Team

With over 70 years of experience, Municode's mission is to strengthen democracy by connecting public sector organization with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over 70 years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced, stable workforce.

Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working across the country.

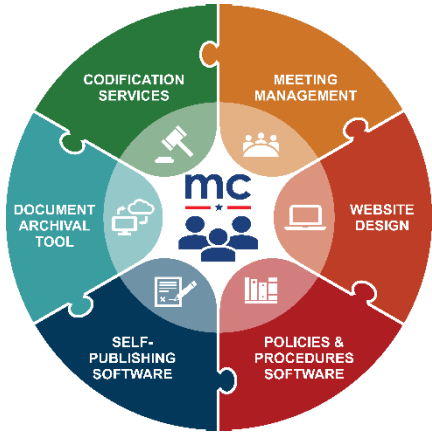


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish meetings to your Municode Web website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Legal name: Municipal Code Corporation
EIN: 59-0649026
Company headquarters / offices: Tallahassee, FL / Portland, OR
Support hours: 8AM-8PM Eastern

Project Team

We have a highly skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



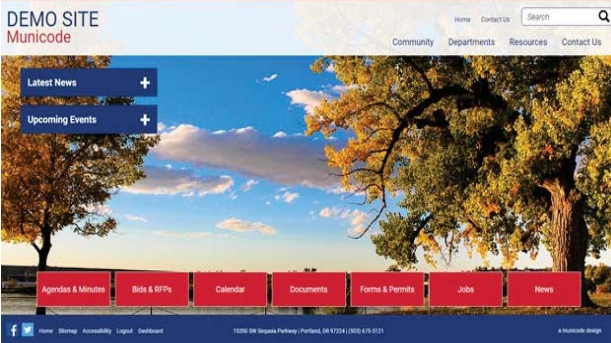
Drago - Graphic Design

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.























- ★ Same features and systems as custom design.
- ★ Customize your images.
- ★ Your logo.
- ★ Customize the header bar color.
- ★ Customize your menus.
- ★ Customize your quick links.
- ★ Customize your button colors.
- ★ Customize the footer bar color.

<p>Del Rey Oaks California https://www.delreyoaks.org Population: 1,624</p> <p>Kim Carvalho, Assistant to the City Manger/Deputy City Clerk (831) 394-8511 Ext. 110 kcarvalho@delreyoaks.org</p>		
<p>Mount Carmel Illinois https://cityofmtcarmel.com/ Population: 7,284</p> <p>Mike Gidcumb, City Inspector 618-262-4822 mgidcumb@cityofmtcarmel.com</p>		
<p>St. Leo Florida https://www.townofstleo.org/ Population: 1,340</p> <p>Andrea Calvert, Town Clerk 352-588-2622 townclerk@townofstleo.org</p>		

Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

<p>Royal Palm Beach Florida https://www.royalpalmbeach.com Population: 34,140 Marina Quintero, IS Manager 561-791-7078 mquintero@royalpalmbeach.com</p>		
<p>Addison Texas https://addisontexas.net Population: 13,056 Mary Rosenbleeth, Director of Public Communications, 972-450-7032 mrosenbleeth@addisontx.gov</p>		
<p>Kenai Alaska https://www.kenai.city Population: 7,100 Jamie Heinz, City Clerk (907) 283-8246, (907) 283-8231 jheinz@kenai.city [3CMA AWARD WINNER]</p>		
<p>Ketchum Idaho https://ketchumidaho.org Population: 2,689 Jake Losinski, Senior Management Analyst (208) 727-5081 jlosinski@ketchumidaho.org</p>		
<p>Corvallis Oregon https://www.corvallisoregon.gov Population: 55,298 Patrick Rollens, Public Information Officer 541-766-6368 patrick.rollens@corvallisoregon.gov [NAGW AWARD WINNER]</p>		

<p>Corinth Texas https://www.cityofcorinth.com Population: 19,935 Lee Ann Bunselmeyer, City Manager (940) 498-3241 LeeAnn.Bunselmeyer@cityofcorinth.com [CIVIC PLUS REPLACEMENT]</p>		
<p>Leavenworth Kansas https://www.leavenworthks.org Population: 35,251 Melissa Bower, Public Information Officer 913-680-2610 melissab@firstcity.org</p>		
<p>Wilsonville Oregon http://www.ci.wilsonville.or.us Population: 19,509 Beth Wolf, Systems Analyst 503-570-1513 wolf@ci.wilsonville.or.us [CIVIC PLUS REPLACEMENT]</p>		
<p>Brookhaven Georgia https://www.brookhavenga.gov Population: 52,444 Ann Marie Quill, Communications Manager 404-637-0508 annmarie.quill@brookhavenga.gov [GRANICUS (Vision Internet) REPLACEMENT]</p>		
<p>Rexburg Idaho https://www.rexburg.org/ Population: 25,484 Daniel Torres, Assistant Economic Developer 208-372-2333 daniel.torres@rexburg.org</p>		
<p>Marco Island Florida https://www.cityofmarcoisland.com/ Population: 16,413 Jordan Turek, CIO, Director of IT 239-205-3434 jturek@cityofmarcoisland.com</p>		

Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com

<https://addisonGeorgia.net/econ-dev>



Parks & Recreation

www.cprdnewberg.org

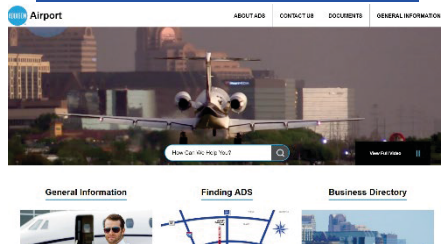
<https://www.wilsonvilleparksandrec.com/parksrec>



Airports

<https://www.cityofprineville.com/airport>

<https://addisonGeorgia.net/airport>



Libraries

www.woodstockpubliclibrary.org

<https://www.hendersoncountync.gov/library>



Police and Fire

www.quincypd.org

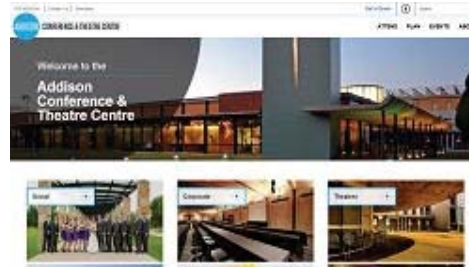
<https://addisonGeorgia.net/police>



Event Centers / Cultural Centers

<https://addisonGeorgia.net/actc>

www.woodstockoperahouse.com



Golf Courses

www.meadowlakesgc.com

<https://www.cottagegrove.org/golf>



Tourism

www.gofruita.com

<http://www.wrangell.com/visitorservices>



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

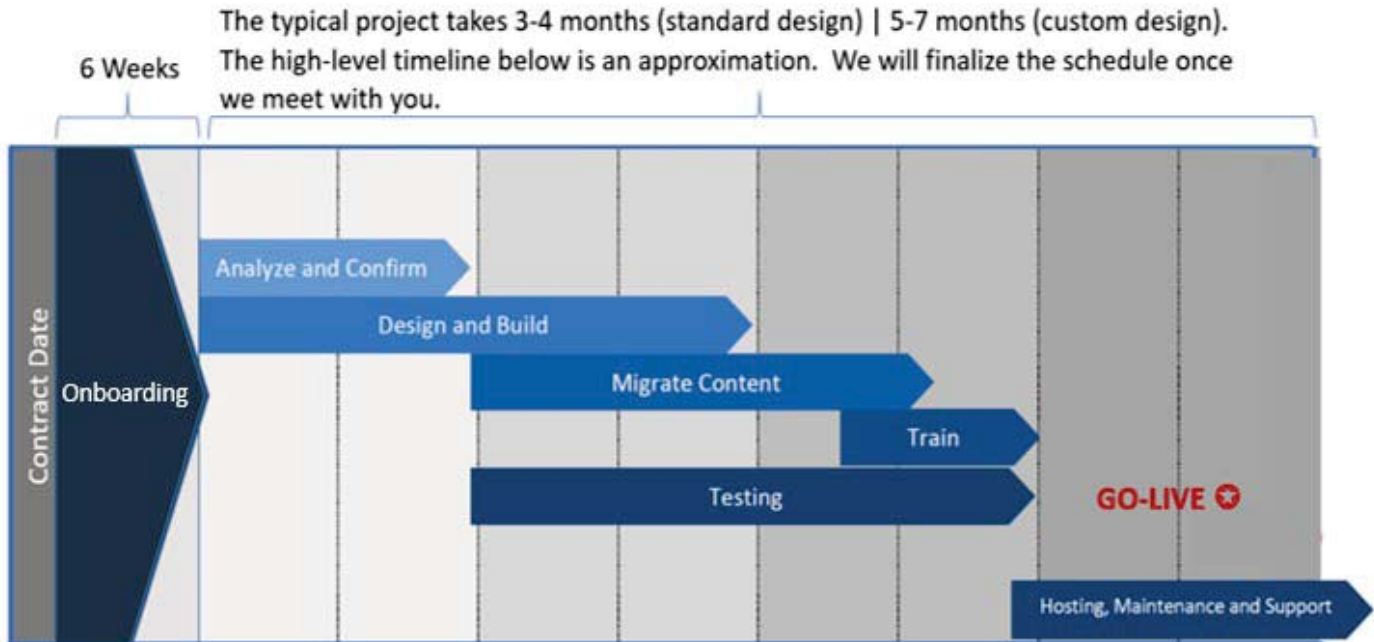
- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound

Optional Features/Services

- ⊙ Email Subscriptions / Notifications
- ⊙ Projects Directory
- ⊙ Parks and Trails Directory
- ⊙ Property Directory (Commercial/Industrial)
- ⊙ Business Directory
- ⊙ Facility Reservations
- ⊙ Specialty Sub-site Graphic Designs
- ⊙ Board Management

PROJECT TIMELINE AND APPROACH

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables
<p>Website Assessment:</p> <p>Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.</p>	
<p>Organizational Overview Inventory/Survey:</p> <p>Municode will provide an organizational overview document for you to complete as part of this assessment.</p>	<ul style="list-style-type: none"> ⦿ Organization Survey
<p>Website Design Meeting:</p> <p>Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.</p>	<ul style="list-style-type: none"> ⦿ Website design specification sheet (graphic design and information / navigation design)
Phase 2: Design and Build phase	Deliverables
<p>Design Concept Creation and Approval (Custom Designs):</p> <p>Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.</p>	<ul style="list-style-type: none"> ⦿ Design concepts ⦿ Finalized design (Sketch, Figma, or Photoshop)
<p>Website Setup, Configure, and Customization:</p> <p>Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.</p>	<ul style="list-style-type: none"> ⦿ Functional beta website with approved design ⦿ Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. Backups occur daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 100 pages; 5 years meetings migration
- Training: web teleconference, video, user guides

No cost

Annual Hosting, Maintenance, and Customer Support

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

\$3,060 / year

Total Year 1 Costs

\$3,060

Select Additional Website Options

<input type="checkbox"/> Custom website design	\$3500 one-time
<input type="checkbox"/> Email Subscriptions / Notifications	\$600 per year
<input type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Property Listings (Commercial/Industrial)	\$200 per year
<input type="checkbox"/> Facility Reservations	\$1500 setup + \$900 per year
<input type="checkbox"/> Business Directory	\$750 setup + \$600 per year
<input type="checkbox"/> Microsite color/logo customization	\$500 one-time (per microsite)
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$150 per hour or fixed bid quote
<input type="checkbox"/> Board Management	\$1,000 per year

PAYMENT SCHEDULE

2 Months from signing of contract	50% of Year-1 costs (\$1,530)
4 Months from Signing of Contract	50% of Year-1 costs (\$1,530)
*Hosting and Support Billed - Anniversary of the Contract Signature Date.	

Notes

- This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term
- Minimum contract term of 3 years
- Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.

SERVICES AGREEMENT

This agreement (“AGREEMENT”) is entered between Dacula, Georgia (“CLIENT”) and Municode LLC (“CONSULTANT”).

- 1. Term of AGREEMENT.** This agreement shall commence effective the date signed by the CLIENT. It shall automatically renew annually for a minimum term of 3 years. After year three, this Agreement shall terminate upon the CLIENT’s providing CONSULTANT with sixty (60) day’s advance written notice.
- 2. Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked “Payment Schedule”. Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.
- 3. Scope of Services.** CONSULTANT’s services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices (“SERVICES”). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.
- 4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- 5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.
- 6. Liability.** CONSULTANT’s total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.
- 7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.
- 8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
- 9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction’s conflicts of law, rules, or doctrines.

Submitted by:

Municode LLC

By: *Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

City of Dacula, GA

IT in a Box Work Order

Under the Master Services Agreement dated:



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Overview of Work Order

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Dacula, 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.

Summary of Scope of Services & Fees

VC3 will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 36 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

(See tables on next page)



Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
ITnB-Gold-002 <i>IT in a Box Gold coverage for 2 PCs and 0 Servers providing Cybersecurity & Computer Maintenance, 24x7 Helpdesk (onsite & remote), Data Backup & Disaster Recovery for 2 PCs, Records/Document Management, Email, Microsoft Office, Policy & Compliance, Website, and Vendor Management & Procurement.</i>	1.00	\$555.40	\$555.40	\$0.00	\$0.00
Total Services Monthly:		\$555.40			

Notes:

- Prices shown above are valid for 30 days from date of work order.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$555.40	\$555.40	\$0.00

* One-Time fees may include implementation if required.



Deliverables & Services

IT in a Box

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

VC3 will provide the following functions and services as part of this Work Order:

A. IT in a Box

1. Cybersecurity and Computer Maintenance

We help guard your municipality against cyberattacks, viruses, ransomware, and data breaches by keeping your computers patched, protected, and healthy – 24/7. Our management includes always-on monitoring and alerting for issues, enterprise-class antivirus protection, automated computer maintenance, ongoing software patching to keep you secure, and regular training to keep you and your staff on guard and alert. Included with IT in a Box Gold, Silver, and Bronze coverages.

2. 24x7 Helpdesk

Every day of the week, our U.S.-based helpdesk team supports you in the office, working from home, or while you're on the road. No entry-level or junior tech support. You speak to experienced senior engineers with years of municipal experience who help you address any IT issue ASAP – either remotely or onsite. Onsite and remote support included with IT in a Box Gold coverage. Remote support included with IT in a Box Silver coverage.

3. Data Backup and Disaster Recovery

Server failure? Flooding? A tornado? Ransomware? No problem – your data is safe. We provide onsite data backup for quick recovery, and unlimited offsite data backup for worst-case scenario recovery after a major incident like a natural disaster. You also ensure the success of your data backups with our real-time monitoring to quickly address data backup issues and quarterly testing to verify your disaster recovery. Included with IT in a Box Gold coverage.

4. Records / Document Management and Email

IT in a Box protects your records, documents, and email. We'll apply your records retention schedules to your documents so that you can reliably archive, retain, access and



delete information – and we even help you process Open Records Request. Plus, we provide you Microsoft Office 365 for your desktops. Included with IT in a Box Gold coverage.

5. Video Archiving

Does your police department rely heavily on squad car and body camera video recordings? With IT in a Box’s fixed monthly cost, towns and cities no longer need to buy additional expensive storage for video. That’s right! As your squad car and body camera video recordings continue to grow at a rapid pace, your storage costs do not change. Included with IT in a Box Gold coverage.

6. Policy and Compliance

To protect against cyberattacks and assist with audits, we help you adopt policies and best practices that educate your staff and make sure your technology helps you comply with state law. In addition to staff training, we shore up any compliance gaps by securing, documenting, regularly testing, and proactively managing all your technology. We will also help you create policies around software, application, vendor, network, wireless, physical, user, and remote access. Included with IT in a Box Gold coverage.

7. Website

We provide you a modern, custom-designed website that looks good and delivers the information your citizens need. Have as many website pages as you want including pages for town/city hall, public safety, parks and recreation, news, and events. Our website also features the ability to offer online payments and offers a user-friendly backend system so that you can add and update website information yourself. Or if you want, submit your website updates to us and we will post them for you. Included with IT in a Box Gold coverage.

8. Vendor Management and Procurement

Do you get frustrated wasting time on software support calls where you’re not sure if you’re resolving the problem? Our experienced staff steps in to take care of this dirty work. From resolving issues to even purchasing new computers for you, we will work with technology vendors directly so that you don’t lose hours and days on the phone. Included with IT in a Box Gold and Silver coverages.



B. Endpoint Detection and Response

1. Automated rapid response to advanced threats.
2. Behavioral AI to detect fileless attacks.
3. Roll back feature allows rapid recovery of infected endpoints.
4. OS firewall control to allow automatic termination of suspicious connections.
5. 24x7 Security Operations Center Monitoring.
6. Device network quarantine to prevent lateral movement.
7. Escalation and notification to VC3 of detected security incidents.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Work Order. The following exclusions and clarifications are intended to clarify the scope of services for this work order:

- A. When client requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- B. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.

Client Responsibilities

- A. Client will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Third party tool licensing may be required for additional cost.

Assumptions

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Client and VC3.
- B. If VC3 is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>





Invoicing

VC3 will invoice Client per Table C. VC3 will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will increase 3.00% annually on the anniversary of the Effective Services Start Date.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Work Order.	\$555.40
Monthly Fee (36 Months)	Invoicing to begin when recurring services begin.	\$555.40
Annual Fee (36 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee and monthly fee amounts.*

VC3, Inc

City of Dacula, GA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



Addendum B – Maintenance Windows

All work performed within VC3’s Hosting Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on VC3’s Hosting Infrastructure by VC3 engineers or staff is defined as “Scheduled Maintenance”.
During Scheduled Maintenance, some or all of VC3’s Hosting Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.
 - a. **Notification:** If VC3 decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3’s Hosting Infrastructure within the control of VC3 is defined as “Emergency Maintenance”.
Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The VC3 Hosting Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, Director of Planning & Economic Development
DATE: January 25, 2022
SUBJECT: Broad Street / 2nd Avenue storm drainage improvement proposal

BACKGROUND: Stormwater runoff along Broad Street towards Second Avenue is causing erosion and a buildup of sediment along the sidewalk. To address the situation, staff requested a proposal from McFarland Dyer & Associates (MDA) for design and bid administration. The estimated cost of \$20,000 includes design, bid management, and construction administration.

There are two objectives for this project: storm drainage improvements and public safety. The proposed project can be broken down into three components. The first includes the installation of curb and gutter, an 8” PVC secondary drainage pipe, and yard inlets along Broad Street to appropriately direct the stormwater runoff. The second component includes the addition of a handrail, concrete slab, and retaining wall with fencing along Broad Street to facilitate pedestrian safety. Lastly, the City proposes improvements near the 2nd Avenue vacant to improve stormwater drainage and safety. Said improvements include a storm inlet, storm pipe, sidewalk replacement with a new headwall and railing.

Staff requests approving MDA’s proposal in the amount of \$20,000 for the stated services as provided. The proposed improvements have an estimated OPCC (Opinion of Probable Construction Cost) of \$80,741.50. The OPCC is based on concept work only and could change based on volatile material price fluctuations.

The project as proposed can be funded using 2017 SPLOST. Otherwise, the Mayor and City Council could elect to limit the project scope to storm drainage improvements only and utilize ARPA funding.

Best Regards,

Brittni Nix, Director of Planning & Economic Development



Jan 20, 2022

Heather Coggins
 Assistant City Administrator
 City of Dacula
 P.O. Box 400
 Dacula, Georgia 30019

Re:	Broad Street/2nd Avenue Storm Drainage Improvements Project (the “Project”) Dacula, Gwinnett, Ga Proposal to provide Engineering Services (the “Proposal”) Proposal No. 22-0109
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Dear Ms Coggins:

We are pleased to submit this Proposal to provide Engineering services for the above referenced storm drainage improvements Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the “Agreement”) between MDA, a Bowman company (“MDA/BWMN”) and City of Dacula (the “Client”).

SCOPE OF SERVICES AND FEES

MDA, a Bowman Company (*MDA/BWMN*) is pleased to offer this Proposal/Agreement for Engineering Services for Broad Street/2nd Avenue Storm Drainage Improvements Project. MDA/BWMN will provide Civil Engineering Design Services for the City of Dacula in order to design and prepare construction drawings and specifications for the storm drainage improvements as described in the project referenced above.

Task	Description	Fee Type	Total
1	<p><u>Design Phase</u></p> <p>MDA/BWMN will design and prepare Construction Drawings and Specifications for Broad Street/2nd Avenue Storm Drainage Improvements Projects which includes:</p> <ul style="list-style-type: none"> A. Demolition Plan. B. Site Layout Plan. C. Grading & Drainage Plan. D. Storm Drainage Profiles and Hydrology Calculations. E. Soil & Erosion Control Plans & Details. F. Construction Details. G. Specifications 	Lump Sum	\$8,000.00

<p>2</p>	<p><u>Bid Phase</u></p> <p>MDA/BWMN will prepare Bid Phase Documents and send to City, Advertisers, and Bidders for bidding the project out for construction. These services include:</p> <p>A. Prepare Contract Bid Documents. B. Send Drawings and Documents out to prospective bidders. C. Prepare advertisement for Bid and send to appropriate advertisers. D. Respond to Request for Information during the bid phase. E. Prepare addenda as required.</p>	<p>Lump Sum</p>	<p>\$6,000.00</p>
<p>3</p>	<p><u>Construction Administration Phase</u></p> <p>MDA/BWMN will provide construction administration services throughout construction of the project to ensure that the project is being constructed per the contract documents. These services include:</p> <p>A. Prepare Contract Bid Documents. B. Send Drawings and Documents out to prospective bidders. C. Prepare advertisement for Bid and send to appropriate advertisers. D. Respond to Request for Information during the bid phase. E. Prepare addenda as required. F. Attend Bid Opening as the Owners Representative. G. Evaluate Bids. H. Award the Contract.</p>	<p>Lump Sum</p>	<p>\$6,000.00</p>

Total Estimated Fees \$20,000.00

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by MDA in the interest of the Project and will be invoiced at the actual cost to MDA plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, MDA will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

MDA's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to City of Dacula.

Sincerely,

Bowman Consulting Group Ltd.

d/b/a McFarland-Dyer & Associates, a Bowman company

Kevin Whigham

Kevin Whigham
Director of Engineering

City of Dacula hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes MDA to proceed with the Project, and the undersigned represents that he or she is authorized by City of Dacula to so execute this Proposal.

City of Dacula

By:

Title:

Date:



SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2022

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: MDA *K.W.* / Client



SCHEDULE B - HOURLY RATE
January 2022

CLASSIFICATION	HOURLY RATES
Principal	\$290.00/HR
Department Executive	\$230.00/HR
Senior Project Manager	\$215.00/HR
Project Manager	\$180.00/HR
Project Coordinator	\$105.00/HR
Senior Surveyor	\$195.00/HR
Engineer I II III	\$115.00/HR \$125.00/HR \$155.00/HR
Planner I II III	\$125.00/HR \$145.00/HR \$165.00/HR
Designer I	\$115.00/HR
II III	\$125.00/HR \$130.00/HR
CADD Drafter I	\$ 80.00/HR \$105.00/HR \$115.00/HR
II III	\$165.00/HR
Construction Inspector	\$115.00/HR \$130.00/HR \$155.00/HR
Landscape Architect I II III	\$110.00/HR \$125.00/HR \$140.00/HR
Right of Way Specialist I II III	\$ 85.00/HR \$110.00/HR \$135.00/HR
Survey Technician I	\$165.00/HR
II III	\$145.00/HR
Project Surveyor	\$180.00/HR
Survey Field Crew – 1 Man	\$220.00/HR
Survey Field Crew – 2 Man	\$250.00/HR
Survey Field Crew – 3 Man	\$ 75.00/HR
3D Scanning Crew	\$155.00/HR
Survey Field Technician	\$280.00/HR
3D/UAV Modeling Technician	\$140.00/HR
UAV Operation	\$165.00/HR
SUE Field Crew - 1 Man	\$210.00/HR
SUE Field Crew - 2 Man	\$265.00/HR
SUE Field Crew - 3 Man	\$160.00/HR
SUE Field Crew - 4 Man	\$ 85.00/HR \$110.00/HR \$135.00/HR
SUE Utility Coordinator	\$145.00/HR
SUE Technician I	\$ 90.00/HR
II III	
Machine Control Technician	
Administrative Professional	

Initials: Bowman *K.W.* / Client

Table 1812018 - DEFAULT 2022 Florida/Georgia



SCHEDULE C - REQUEST FOR INFORMATION

Accounts Payable Contact:

Point of Contact:

Phone:

Fax:

E-Mail:

Billing Information:

Billing Entity:

Billing Address: Same as Proposal

If Different, Please Provide:

Billing Requirements:

Invoice Due Date:

Requirements/Attachments:

Invoices Transmitted Via Electronic Mail to:

Offer ACH Direct Deposit: Yes, Contact:

Not Sure, Contact Our Office

Not At This Time

Initials: MDA *K.W.* / Client



TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd. d/b/a McFarland-Dyer & Associates**, a Bowman company ("MDA") to **City of Dacula** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between MDA and Client, and supersede any previous agreement or understanding.

1. Scope of Services. MDA will provide the services expressly described in and limited by the Proposal (the "Scope"). If in MDA's professional judgment the Scope must be expanded or revised, MDA will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by MDA for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by MDA unless such design or document has been properly signed and sealed by a licensed professional on behalf of MDA.

3. Payment Terms. MDA will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. MDA shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by MDA within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, MDA shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by MDA on behalf of Client or any related Client entities, until all invoices are paid in full and MDA has received a retainer in such amount as MDA deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following MDA's election above, MDA shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and MDA.

(b) If Client disputes any submitted invoice, Client shall give written notice to MDA within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to MDA within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and MDA shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. MDA reserves the right to require that Client make a payment to be held by MDA as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to MDA should Client (or any affiliate of Client) fail to timely pay invoices due MDA. The Retainer account may consist in part of payments applied by MDA pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of MDA. Upon the conclusion of this Agreement, or its earlier termination, MDA shall (a) apply the Retainer to any unpaid amount owed MDA by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to MDA by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform MDA of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. MDA shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for MDA to use such third-party information; (b) such consent shall be provided to MDA upon request; and (c) such consent shall be in a form that, in MDA's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to MDA. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless MDA from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by MDA and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of MDA pursuant to this Agreement.

6. Insurance. MDA and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, MDA shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall MDA's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time MDA may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective MDA shall give notice thereof to Client.

7. Potential Liability of MDA. The following provisions shall operate with respect to any potential liability of MDA arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by MDA that Client believes creates liability on the part of MDA unless Client gave written notice to MDA not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. MDA shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of MDA and MDA's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to MDA's comparative degree of fault) that resulted from the error, omission or negligent act of MDA in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, MDA and MDA's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that MDA's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against MDA unless Client shall have first provided MDA with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to MDA thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation,

with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of MDA.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by MDA as instruments of service ("Work Product") shall remain the property of MDA up until such time as all monies due to MDA have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) MDA shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license MDA shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold MDA harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if MDA provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) MDA reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to MDA for MDA to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time MDA may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and MDA subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, MDA has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by MDA or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to MDA design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect MDA's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that MDA has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that MDA does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, MDA shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. MDA's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests MDA to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by MDA as hourly rate services under Section 14 below.

(f) **Building Plan Coordination.** If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to MDA by such date and in such state as MDA reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to MDA, MDA may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to MDA plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests MDA to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate MDA for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, MDA may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. MDA and Client acknowledge that from time to time third-parties may request MDA to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of MDA's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at MDA's discretion, and, if MDA decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to MDA, at MDA's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, MDA may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, MDA may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by MDA under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by MDA under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay MDA for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) MDA shall have the right to withhold from Client the use or possession of Work Product prepared by MDA for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by MDA resulted from a material breach by Client, MDA shall have the right to withdraw any Work Product or other documents filed with any governmental agency by MDA in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute MDA's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to MDA, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: MDA *K.W.* / Client

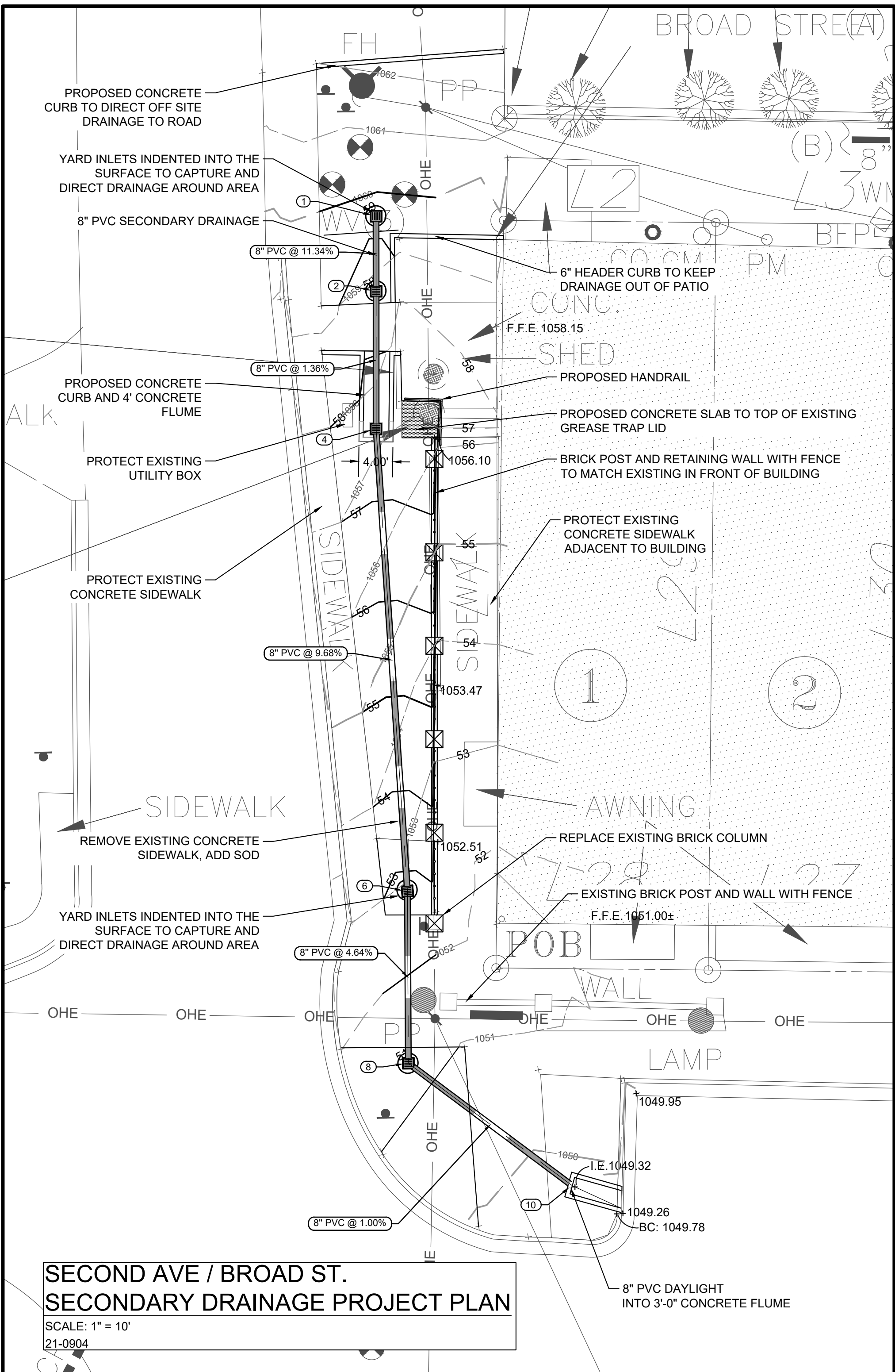
Opinion of Probable Construction Cost (OPCC)				Date: January 25, 2022		
City of Dacula 2nd Ave @ Broad Street - Drainage Issue				Job #21-0904		
Activity	Quantity	Unit	Labor \$ or Lump Sum	Subtotal	Total	Misc. Notes
Demolition					\$ 6,700.00	
Traffic Control/Signage/Bonds	1	Ea	5,000.00	\$ 5,000.00		
Demolish & remove existng concrete sidewalk & brick edge	300	SF	4.00	\$ 1,200.00		
Demolish & remove existing tree and landscaping	1	LS	500.00	\$ 500.00		
Site and Storm Drainage					\$ 60,150.00	
Site Grading/Backfill	1.00	LS	6,000.00	\$ 6,000.00		
Header Curb & Gutter for drainage and flume	150	LF	12.00	\$ 1,800.00		
Concrete Sidewalk	460	SF	15.00	\$ 6,900.00		
Storm Yard Inlet Structures	5	Ea	1,500.00	\$ 7,500.00		
4' wide Concrete Flume	2	Ea	800.00	\$ 1,600.00		
8" HDPE	125	LF	26.00	\$ 3,250.00		
18" RCP	25	LF	40.00	\$ 1,000.00		
Headwall	1	Ea	2,500.00	\$ 2,500.00		
Curb, Hood & Grate Storm Inlet	1	Ea	3,000.00	\$ 3,000.00		
Brick Retaining Wall	160	FF	100.00	\$ 16,000.00		
Brick Columns	7	Ea	1,000.00	\$ 7,000.00		
Steel Railings	24	LF	150.00	\$ 3,600.00		
Erosion Control					\$ 2,000.00	
Silt Fence	100	Lf	2.50	\$ 250.00		
Temporary Grassing (Ds1,Ds2,Ds3)	0.50	Ac	1,500.00	\$ 750.00		
Sediment Trap/ Inlets	5	Ea	200.00	\$ 1,000.00		
Landscape					\$ 1,360.00	
Landscaping (Japanese Maple, Shrubs, Pinestraw)	1.00	LS	600.00	\$ 600.00		
Grass Sod (Permanent)	950.00	Sf	0.80	\$ 760.00		
Sub Total					\$ 70,210.00	
15% Construction Contingency					\$ 10,531.50	
GRAND TOTAL COST:					\$ 80,741.50	

*MDA, a Bowman Company, makes no guarantee as to the accuracy or inaccuracy of the figures above. These costs are for budgeting purposes only. All final costs are subject to change.

* All quantities listed are preliminary and approximate and shall be verified by the Contractor during Construction.

* **Utility Modifications - Water/Gas services, meters, and valves which require relocation, etc. are not included in cost of OPCC.**

* Does not include costs for any subgrade issues or rock removal/demolition if encountered during excavation for pipe installation.



PROPOSED CONCRETE CURB TO DIRECT OFF SITE DRAINAGE TO ROAD

YARD INLETS INDENTED INTO THE SURFACE TO CAPTURE AND DIRECT DRAINAGE AROUND AREA

8" PVC SECONDARY DRAINAGE

8" PVC @ 11.34%

8" PVC @ 1.36%

PROPOSED CONCRETE CURB AND 4' CONCRETE FLUME

PROTECT EXISTING UTILITY BOX

PROTECT EXISTING CONCRETE SIDEWALK

SIDEWALK

REMOVE EXISTING CONCRETE SIDEWALK, ADD SOD

YARD INLETS INDENTED INTO THE SURFACE TO CAPTURE AND DIRECT DRAINAGE AROUND AREA

8" PVC @ 4.64%

OHE

OHE

OHE

OHE

OHE

OHE

OHE

8" PVC @ 1.00%

8" PVC DAYLIGHT INTO 3'-0" CONCRETE FLUME

**SECOND AVE / BROAD ST.
SECONDARY DRAINAGE PROJECT PLAN**

SCALE: 1" = 10'
21-0904

BROAD STREET (EAT)

FH

OHE

OHE

OHE

OHE

OHE

OHE

OHE

OHE

IE

6" HEADER CURB TO KEEP DRAINAGE OUT OF PATIO

F.F.E. 1058.15

PROPOSED HANDRAIL

PROPOSED CONCRETE SLAB TO TOP OF EXISTING GREASE TRAP LID

BRICK POST AND RETAINING WALL WITH FENCE TO MATCH EXISTING IN FRONT OF BUILDING

PROTECT EXISTING CONCRETE SIDEWALK ADJACENT TO BUILDING

AWNING

REPLACE EXISTING BRICK COLUMN

EXISTING BRICK POST AND WALL WITH FENCE

F.F.E. 1051.00±

POB

WALL

LAMP

1049.95

I.E. 1049.32

1049.26

BC: 1049.78

4.00'

1056.10

1053.47

1052.51

1051.00±

1051.00±

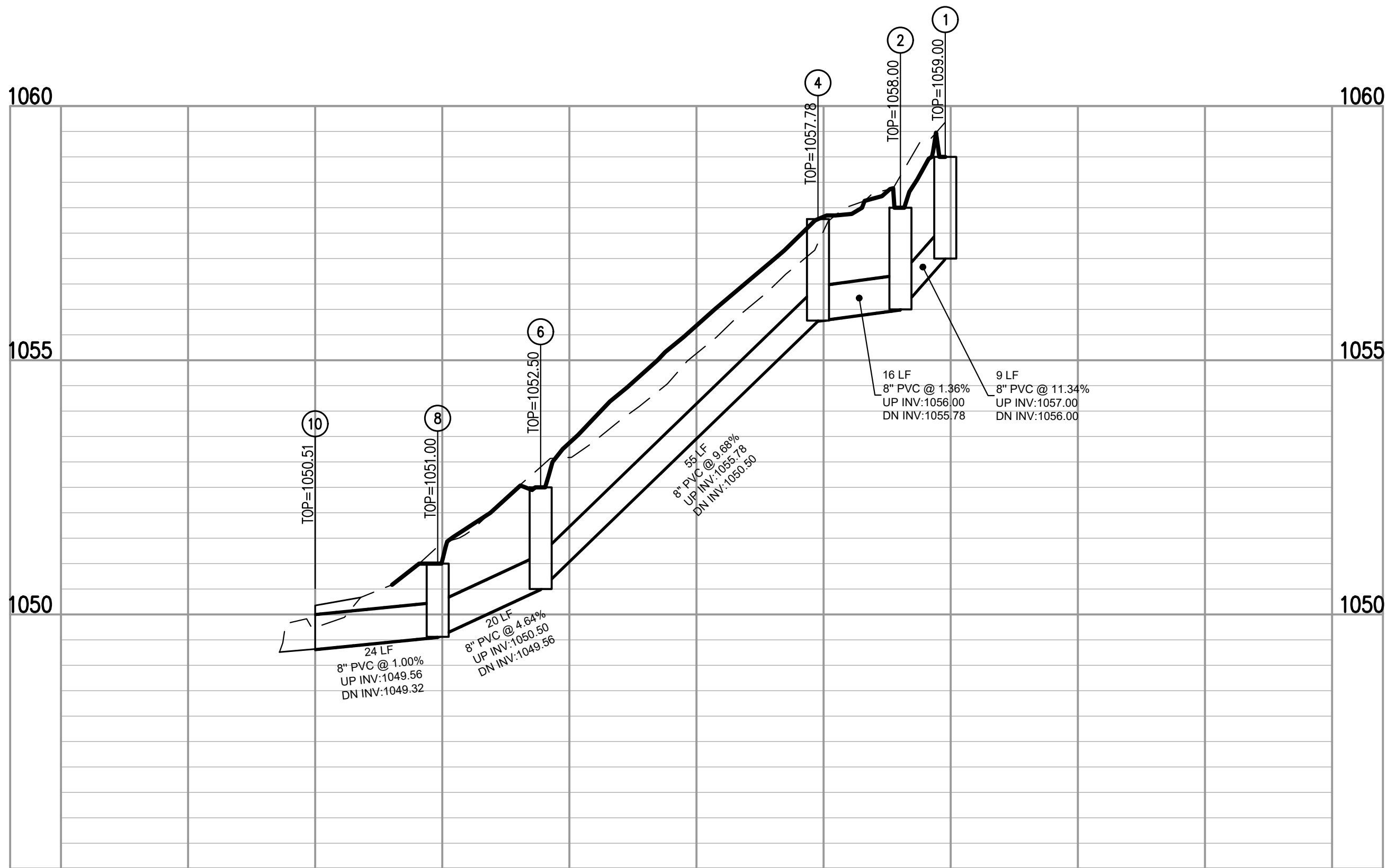
1051.00±

1051.00±

1051.00±

1051.00±

1051.00±



**SECOND AVE / BROAD ST.
SECONDARY DRAINAGE PROJECT**

21-0904

PROPOSED SECONDARY DRAINAGE PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

TO: City of Dacula City Council and Mayor

FROM: Jack Wilson, City Attorney
Brittni Nix, Director of Planning and Economic Development

DATE: January 25, 2022

SUBJECT: Ordinance Amendment—Massage Therapists

Mayor and Members of City Council:

Council Member Williams requested the City staff to review the City’s licensing ordinance regulating Massage Therapists. The current ordinance was drafted in 1993 and amended in 1998. Given recent unfortunate events and abuses at other such businesses in metro Atlanta, it is a good time to review and update these provisions.

The draft ordinance is intended to update objective standards to ensure that only legitimate massage therapists are licensed by the City. The draft proposes to limit the number of establishments to three (3) based on the current population. (The City has only one such business at this time—a Massage Envy franchise in the shopping center at 525 Dacula Road.) The draft exempts practitioners who work from home or travel to their clients.

Staff recommends that the Mayor and Council approve the new ordinance to take effect immediately.

If you have any questions or need any additional information, please let us know.

Thank you.

AN ORDINANCE

TO AMEND THE CITY OF DACULA CODE OF ORDINANCES TO UPDATE RULES AND REGULATIONS APPLICABLE TO MASSAGE THERAPISTS

WHEREAS, the City's current ordinance regulating Massage Therapists was first adopted in 1993 and is in need of review and update; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to update the City Code and regulations pertaining to Massage Therapists;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that the City code be amended as follows:

SECTION 1

The existing City Code Chapter 12, Section 11 - Massage Parlors is deleted and the following Chapter 12, Section 11 – Massage Therapists is substituted in its place:

Sec. 12-431. Purpose.

- (a) The purpose of this section is to provide for local licensing and regulation of massage therapy businesses, pursuant to the authority to regulate for the general health, safety and welfare as provided in the Charter Section 1.13(41) and O.C.G.A. §§ 48-13-9(b)(17) and 43-24A-1 et seq., as amended.
- (b) A license issued pursuant to this division is a privilege, not a right.

Sec. 12-432. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act means the Georgia Massage Therapy Practice Act, enacted by and defined in O.C.G.A. § 43-24A-1 et seq. as amended.

Board means the Georgia Board of Massage Therapy, enacted by the provisions of O.C.G.A. § 43-24A-4.

For hire means a reasonable expectation that the person to whom the massage is provided, or some third person on his behalf, will pay money, give other consideration, or provide any gratuity therefor.

Licensed massage therapist means a person who holds a valid, current, unrevoked, and unsuspended State license in the practice of massage therapy issued by the Board pursuant to the Act.

Massage therapy means the application of a system of structured touch, pressure, movement, and holding to the soft tissue of the body in which the primary intent is to enhance or restore health and well-being. The term "massage therapy" includes complementary methods, including, without

limitation, the external application of water, superficial heat, superficial cold, lubricants, salt scrubs, or other topical preparations and the use of commercially available electromechanical devices which do not require the use of transcutaneous electrodes and which mimic or enhance the actions possible by the hands. The term "massage therapy" also includes determining whether massage therapy is appropriate or contraindicated, or whether referral to another health care provider is appropriate. The term "massage therapy" does not include the use of ultrasound, fluidotherapy, laser, and other methods of deep thermal modalities (O.C.G.A. § 43-24A-3).

Massage therapy business means a business with a free standing, store front or building location in the City at which any person engages in or offers massage therapy, regardless of the name of the business or the words used to describe the business through signage or advertisement or in filings with the Secretary of State. Massage therapy businesses are subject to regulation by a local government, pursuant to O.C.G.A. §§ 43-24A-22(a) and 48-13-9(b)(17), as amended.

Massage therapist, masseuse, masseur, massage practitioner, or person practicing massage means a person who performs or engages in the practice of massage.

Sexual or genital area means the genitals, pubic area, anus, perineum of any person, or the vulva or breast of a female.

State license means a license to practice massage therapy issued by the Board, pursuant to the Act.

Sec. 12-433. Requirements and application.

(a) *Requirements.*

- (1) *State license.* No person other than a licensed massage therapist shall perform or offer to perform massage in a massage therapy business within the City.
- (2) *Conditions of issuance.* No license shall be issued to any massage therapy business within the City under this division unless every person who performs or offers to perform massage on its premises is a licensed massage therapist, and it shall be unlawful to operate as a massage therapy business unless all such persons are and remain licensed massage therapists. The City license of a massage therapy business that fails to meet this requirement is subject to revocation.
- (3) *City license.* No person shall operate a massage therapy business without a valid, current, unrevoked, and unsuspended license from the City, pursuant to this division.
- (4) *Conviction of a crime.* No license under this division shall be issued or renewed to any person who himself or who has a co-owner, partner or manager who has been convicted or shall have entered a plea of nolo contendere for any felony within ten years, or two misdemeanors within five years, other than traffic violations, immediately prior to the filing of the application. The term "conviction" includes an adjudication of guilty or plea of guilty or nolo contendere or the forfeiture of a bond in part or in whole when charged with a crime. Licenses granted to persons who fail to meet this requirement at any time shall be subject to revocation.
- (5) *Age of licensee.* No person under the age of 18 years shall be issued a license to operate a massage therapy business.

- (6) *Personal residency; agent.* All applicants for licenses under this division and all actual owners of therapy businesses for which licenses are sought shall be bona fide residents of the City or Gwinnett County at the time of the filing of the applications and shall remain bona fide residents of the City or Gwinnett County during all times that the licenses and renewals thereof are in effect, or shall name one or more residents in the City or Gwinnett County as the agent or representative of the licensee, who shall be responsible for any matter relating to such license and who, at all such times, shall be a bona fide resident of the City or Gwinnett County and shall be granted the express authority to accept service of process on behalf of the business. If any such person shall cease to be a resident of the City or Gwinnett County, another person shall immediately be appointed, in writing, in his place, and written notice shall be given the City Administrator, stating the name and address of the new agent.
 - (7) *Corporate residency; agent.* All applications for licenses under this division by a corporation or other business entity shall name in the application one or more residents in the City or Gwinnett County as the agent and representative of the corporation to receive all communications, notices, services of process, or other papers or documents on behalf of the corporation in connection with any matter arising out of or connected with the issuance, holding, suspension, revocation, or other action with respect to any license issued pursuant to this division. The application shall give the mailing address of the person, and the mailing to any such person at such address of any notice required to be given under this chapter or any other law shall be sufficient notice to the corporation. If any such person shall cease to be a resident of the City or Gwinnett County, another person shall immediately be appointed, in writing, in his place, and written notice shall be given the City Administrator, stating the name and address of the new agent.
 - (8) *Occupational tax certificate required.* An occupational tax certificate shall be required for each person, firm, corporation or other entity operating a massage establishment.
- (b) *Application for license.*
- (1) To operate a massage therapy business within the boundaries of the City, the applicant must first make application to the City Administrator on a form provided by the City Administrator or his/her designee and submit a criminal background check of the applicant along with any co-owners, partners and non-massage therapists who will act as a manager at the business. The applicant, after having fully and truthfully completed such form and paying the prescribed fees, and having received a license, shall maintain and operate such business pursuant to the ordinances of the City and the laws of the State.
 - (2) As part of the license process with the City Administrator, each applicant shall provide a true and correct copy or original of the State license for each and every massage practitioner, performing or anticipated to perform massage at its location, for inspection and copying. The applicant shall also supply a set of fingerprints taken by Gwinnett County or other approved location for each licensed massage therapist employed by the applicant and two forms of photo identification. Failure of any massage therapy business to provide State licenses or fingerprints of its employees shall automatically result in the denial of the issuance of a City license to the applicant.

- (3) After the City license has been issued, the licensee shall, in person, furnish to the City Administrator a true and correct copy or original of the State license, fingerprints taken by the Dacula Marshal's Department or other approved location and two forms of photo identification for each new massage practitioner at the licensee's massage therapy business prior to such person's commencing to perform or offering to perform massage at such massage therapy business. When any massage practitioner discontinues performing massage at a massage therapy business, the licensee shall make the departure known in writing to the City Administrator within 30 days of such departure.
- (4) Each applicant for a license shall make his affidavit before the City Administrator, on a form provided by the City Administrator, upon oath, swearing or affirming that all persons practicing massage on the premises of his massage therapy business are licensed massage therapists and that all requirements of this division for a license have been met.
- (5) Each application under this division shall include, but shall not be limited to, the following information:
 - a. A list of services to be provided.
 - b. The location, mailing address and all telephone numbers where the business is to be conducted.
 - c. The name and residence of each applicant and any agent as required by this division.
 - d. Proof that the applicant is at least 18 years of age.
 - e. Copy of two forms of photo identification for each applicant, such as driver's license or official identification card.
 - f. The name and a copy of the State license of each massage therapist that will be employed by the applicant.
 - g. Copy of two forms of photo identification for each massage therapist that will be employed by the applicant.
 - h. A list of any and all criminal convictions of the applicant other than misdemeanor traffic violations, including the dates of conviction, description of the offense and the court where the conviction was received.
 - i. Authorization for the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicants for the permit.
 - j. Any other State-required affidavits or forms, including local benefit receipt affidavits.
 - k. Applicants must be at least 18 years of age, employ one (which may include himself or herself) or more massage therapists licensed in accordance with subsection (a) of this section, and if a corporation, is an officer of the corporation which is organized and authorized to do business pursuant to the laws of the State. The applicant, in order to operate a massage establishment, must be the owner of the premises wherein the business will be conducted or the holder of a lease thereon for the period to be covered by the certificate.

- l. A set of fingerprints taken by Gwinnett County or other approved location for each massage therapist employed by the applicant.
- m. A set of fingerprints taken by Gwinnett County or other approved location for each owner, partner, and manager of each massage business.

Sec. 12-434. Distance regulation.

- (a) Following the adoption of the ordinance from which this division is derived, at no time shall the number of free standing or store front massage therapy businesses inside the City limits exceed the number three (3) per 6,000 persons living within the City limits based on the most current United States Census and calculated on a pro-rata basis. Should the City's population exceed 6,000 persons, then the number of licensed free standing or store front massage therapy businesses inside the City limits may increase by one (1) such location for every additional 6,000 of population. Notwithstanding the foregoing, the number of licenses permitted by this section shall never be less than one.

Further, there shall be a 150-foot buffer from any free standing or store front massage therapy business to any other free standing or store front massage therapy business or to any residentially zoned property from the front door of the structure where massage business occurs to the nearest parcel boundary line of any residentially zoned property as measured by a straight line on the ground.

- (b) No application for a massage therapy business license shall be granted unless the business is permitted in the zoning district where operation of the business is proposed.
- (c) Upon application for a massage license and/or occupation tax placard, the applicant will provide to the City Administrator a survey showing the distances to each residentially zoned property within a 150-foot radius of the massage business.
- (d) The City Council recognizes that upon the adoption and effective date of the ordinance from which this division is derived, there appear to be active massage therapy businesses with physical facilities in existence in the City limits. Without waiving any illegality of such physically existing structures based on zoning or other laws and without de facto or specifically granting any "grandfathered," "vested," or "legal non-conforming" (as those terms are defined in State Zoning Law) status by virtue of adoption of this purely regulatory section, it is the intention of the City Council to allow the continued operation of the existing massage therapy businesses, provided that the same otherwise comply with all other applicable laws and regulations of the City and State.
- (e) Any licensed massage therapy businesses legally operating prior to the adoption of the ordinance from which this division is derived shall be exempt from the distance and population cap regulations of this division until the licensee of such massage therapy business or a new licensee to whom the license is legally transferred as provided for by section 12-442 no longer holds a valid massage therapy license from the City of Dacula.

Sec. 12-435. License renewal.

Licenses for massage therapy businesses may be renewed on a calendar year basis, provided that the licensees continue to meet the requirements set out in this division and the requirements of the Act.

Sec. 12-436. Registry.

A registry shall be kept of all persons practicing massage on the premises of such massage therapy business, which shall be available for inspection by an authorized agent of the City, including, but not limited to, the City Administrator, the authorized designee of the City Administrator and City Marshals. The registry required by this section shall be made available for inspection during normal hours of business and must provide the following information:

- (1) Legal name and any other names the massage practitioner has been or is known as or by;
- (2) Current address, including street and city;
- (3) State or country of birth;
- (4) Date of birth;
- (5) Number and expiration date of State license;
- (6) Position with the massage therapy business or business entity; and
- (7) Two copies of photo identification for the massage therapist.

Sec. 12-437. Posting licenses and rates.

- (a) Each massage therapy business shall post a legible copy of its license obtained pursuant to this division, along with copies of the State license of each massage therapist operating on the premises of such therapy business, in a conspicuous place in the licensee's place of business and shall keep such licenses there at all times.
- (b) Price rates for all massage therapy services shall be prominently posted in the reception area or other conspicuous location available for all prospective customers. No service shall be allowed or permitted that is not prominently posted with its fees in such location.

Sec. 12-438. Record of patrons receiving services.

Each massage therapy business shall maintain a list of patrons who received massage therapy services at the business. The list shall include the patron's name, address, telephone number and time and date of service. Entries required under this section shall be maintained for one year.

Sec. 12-439. Escort bureau or introduction services and adult entertainment prohibited

No massage therapy business shall act as an escort bureau, escort agency, introduction services or dating service or conduct any adult business those terms are defined in section 12-267.

Sec. 12-440. Alcoholic beverages prohibited.

No alcoholic beverages shall be sold, served, given, dispensed, provided, consumed, or caused or allowed to be sold, served, given, dispensed, provided, consumed by or to any person on the premises of a massage therapy business or kept thereon. The term "alcoholic beverages" means and includes all types and kinds of alcohol, as defined in chapter 4.

Sec. 12-441. Hours of operation; inspection; right of entry.

- (a) Massage therapy businesses shall be open for business only between the hours of 6:00 a.m. and 10:00 p.m., inclusive.
- (b) Any business holding a license issued under this division shall, at any time that the premises are open for business, be open to inspection by an officer of the Police Department or a duly authorized agent of the City Administrator. It shall be unlawful for any person holding a massage facility business license or an employee of such licensee to refuse such inspection officer immediate access to the premises or to hinder such officer in any manner; such refusal or hindrance on the part of any license holder or employee shall be grounds for the immediate revocation or suspension of a massage facility license.
- (c) As a condition of maintaining a massage business license issued under this division, at any time that the premises are open for business the massage therapy business will require massage therapists in their employment to submit to reasonable verification efforts by authorized City Officials to confirm the identity of the massage therapist and to confirm State certification. Verification methods may include, but are not limited to, a review of photo identification and/or fingerprinting of the massage therapist.
 - (1) The refusal of any massage therapist to submit to reasonable verification efforts as provided in this section shall be cause for suspension or revocation of the massage therapy business license but shall not result in any citation or adverse consequence for the massage therapist.
 - (2) The scope of any investigation performed under this subsection should be limited to verification of the identity and State certification of a massage therapist and should only take place in common areas open to the public during normal business hours.

Sec. 12-442. Name; place of business; sale, transfer, or change of location.

No person or business entity granted a location license pursuant to this division shall operate the business under a name not specified in the license nor conduct business at any location or place not specified in the license. No license shall be transferable. Upon the sale or relocation of a massage therapy business, the license thereof shall be null and void.

Sec. 12-443. Restrictions on presence of minors.

It shall be unlawful for any person operating a massage therapy business to permit persons under 18 years of age to enter any area or room where massage therapy is performed unless such minor is accompanied by a parent, legal guardian or other adult with lawful custody or control of the minor or has a written prescription from a physician, surgeon, osteopath, or podiatrist who has a valid current license, issued pursuant to State law.

Sec. 12-444. Operating requirements.

- (a) *Clean and sanitary condition.* Every portion of the premises of, and all equipment and supplies of, the massage therapy business shall be kept clean and shall be operated in a sanitary condition.

- (b) *Attire of employees.* It shall be the responsibility of the massage therapy business, licensed under this division to ensure that any employees involved in any way with massage therapy services or who will be present during massage therapy services are dressed in clean, opaque attire that does not expose to view any sexual or genital areas and covers all areas from the top of the breast line to an area no higher than four inches above the knee line.
- (c) *Laundry.* All sheets and towels provided to patrons in massage facilities shall be clean and laundered after each use and stored in a sanitary manner.
- (d) *Locked doors.* It shall be prohibited for any massage facility business to lock main entrance doors to the business or any doors to rooms where massage therapy is being performed while the business is open.
- (e) *Unlawful to massage sexual areas.* It is unlawful for any person in a massage establishment to place his hands upon, to touch with any part of his body, to fondle in any manner, or to massage a sexual or genital area, as defined by this division, of any person or to act in a manner intended to arouse, appeal to or gratify the lust or passions of sexual desires.
- (f) *Conduct on premises.* All persons holding a massage facility business license shall at all times be responsible for the conduct of business on the licensed premises, and for any act or conduct of any massage therapist utilizing the facility which constitutes a violation of the provisions in this division. Any violation of City, State or federal laws committed on the licensed premises by any such holder of a massage facility business license or employee of the facility that affects the eligibility or suitability of such person to hold a license, may be grounds for suspension or revocation of the City license.

Sec. 12-445. Restriction upon transfers.

- (a) Licenses issued under this division shall not be transferable except as otherwise provided for in this section.
- (b) In case of the death of any person owning a license, or any interest greater than ten percent therein, the license may, with the approval of the City Administrator and subject to the terms of this division, be transferred to the administrator, executor or personal representative of the deceased person, or the lawful heirs of the deceased person, if such heirs make application and meet all of the other qualifications contained in this section. The license of such deceased person shall be held by the administrator, executor or personal representative of such deceased person only for the time necessary to complete execution of his estate and dispose of the license or his interest therein, but in no event to exceed eight months. In the event of the bankruptcy or in the event that any applicant shall have a receiver appointed by any court of competent jurisdiction, such license shall be transferable to such receiver or trustee in bankruptcy for such period of time as may be granted by the City Administrator for the proper liquidation of such assets and stock and goods.
- (c) Nothing in this section, however, shall prohibit one or more of the partners in a partnership holding a license to withdraw from the partnership and to assign his interest in such partnership to one or more of the partners who were partners at the time of the issuance of the license. Such a withdrawal shall not, however, serve to bring any new ownership into the partnership, unless all provisions of this division are fully complied with, and then only upon the approval of the City Administrator. This section shall not prohibit transfer of stock to

persons who held more than ten percent of any class of stock in the corporate owner at the time of issuance of the license.

- (d) A licensee may take in partners or additional stockholders where it is determined that additional capital furnished is to be used exclusively for additional inventory or expanding the facilities of the business or for building new facilities and where it appears that the licensee himself will directly receive none of the additional capital investment. Under this section, an additional partner or new stockholder must be approved by the City Administrator. This subsection only applies to corporations when the new stockholder obtains ten percent or more of the common stock or financial interest in the business entity.
- (e) Should a transfer of the license be approved, there shall be no prorated return of any license fee and the new licensee shall meet all requirements for a new license to be issued under this division, except payment of license fees.
- (f) Except as provided in this section, any change in the ownership of any entity owning a licensed establishment shall be cause for immediate suspension of any license issued under this division pending a revocation hearing as provided for under this chapter.

Sec. 12-446. Revocation, suspensions, violations and penalties.

- (a) *Revocation and suspension.* Upon notice, the City Administrator may, for good cause, revoke or suspend or place on probation the license of any massage therapy business:
 - (1) That commits or allows any violations of the provisions of this division;
 - (2) That allows any massage therapist, working on the massage therapy business's premises, to commit or offer to commit a sexual crime under O.C.G.A. Title 16, Chapter 6;
 - (3) That allows any person to perform or offer massage on the premises who is not a licensed massage therapist;
 - (4) Where the applicant for the massage therapy business's City license gave false information on the application, in his affidavit, or in the massage therapy business's registry as required in this division, or fails to update information related to the license to the City Administrator as required by this division; or
 - (5) Where the licensee fails at any time to meet the requirements for licensure under this section.
- (b) ***Violation; penalty.*** In addition to revocation or suspension of the massage therapy license, any person who violates any provision of this division may, upon conviction, be punished in accordance with section 1-8. Each day during which said offenses occur shall constitute a separate offense, as shall each separate act constitute a violation.
 - (c) *Reinstatement fee.* If a license is suspended or revoked and the license holder corrects or cures the issues prompting such suspension or revocation, the license may be reinstated upon the holder's satisfaction of conditions imposed by the City Administrator and the payment of a restoration fee of \$500.00.

Sec. 12-447. Notice of intent to deny, revoke or suspend license.

- (a) Whenever, in the opinion of the City Administrator, there is cause to deny an initial application or renewal, or to revoke or suspend the license of a massage therapy business, a written notice of intention to revoke or suspend shall be furnished to the holder thereof. Such written notice shall list the grounds upon which revocation or suspension is sought and shall set forth the licensee's appeal rights.
- (b) For the purpose of this section, notice shall be deemed delivered when personally served or when served by registered or certified mail, return receipt requested, within three days after the date of deposit in the U.S. mail.

Sec. 12-448. Appeal hearings.

- (a) No license shall be denied, suspended or revoked without the opportunity for a hearing as provided in this section.
- (b) The City Administrator or his designee shall provide written notice of the decision to deny, revoke or suspend a massage therapy business license. Any applicant or licensee adversely affected by the decision of the City Administrator may have a review thereof by appeal to the Mayor and Council or their designated hearing officer.
- (c) Appeals shall be made by written petition filed in the Office of the City Administrator within 15 days of the final decision or action of the City Administrator.
- (d) In order to defray administrative costs, all appeals under this section must be accompanied by a filing fee of \$500.00.
- (e) A hearing shall be conducted before the Mayor and City Council or their designated hearing officer on each properly filed appeal within 30 days of the filing of the appeal with the Office of the City Administrator, unless a continuance is agreed upon by the appellant and the City Administrator.
- (f) The appellant at such a hearing shall have the right to be represented by an attorney at the expense of the appellant, and to present evidence and cross examine witnesses. All testimony shall be sworn.
- (g) The City Administrator shall bear the burden of proof by a preponderance of the evidence standard. The determination and findings by the City Administrator shall not be set aside unless the Mayor and Council or their designated hearing officer finds them to be:
 - (1) Contrary to law or ordinance;
 - (2) Unsupported by substantial evidence on the record as a whole; or
 - (3) Unreasonable.
- (h) The written findings of the Mayor and City Council or their designated hearing officer shall be forwarded to the City Administrator after conclusion of the hearing, and it shall be the duty of the City Administrator to notify the appellant of the decision.
- (i) The findings and decision of the Mayor and City Council or their designated hearing officer shall be final unless appealed within 30 days of the date of said findings by certiorari to the Superior Court of the County.

Sec. 12-449. Exemptions.

- (a) The requirements of this division shall have no application to or effect upon the following persons acting within the scope of their professions:
 - (1) Medical doctors and osteopaths, chiropractors, physical and occupational therapists, podiatrists, acupuncturists, registered or licensed practical nurses.
 - (2) Cosmetologists duly licensed to practice in this State pursuant to State law, except that this exemption shall apply solely to massaging the head, neck, face, scalp, hair, hands or feet of the patron.
 - (3) Employees of duly licensed nursing and convalescent homes and hospitals;
 - (4) Athletic directors or trainers who are affiliated with an accredited educational institution or a bona fide sports team and whose work is limited to athletic team members.
 - (5) Massage therapists licensed by the state who travel to clients or otherwise perform services without a free standing building or store front location.
- (b) Massage therapists licensed by the State may perform massage therapy services in the home of a client, provided that the massage therapy business the therapist is associated with is properly licensed under this division and complies with section 12-433 (application) and section 12-435 (renewal). Massage therapy businesses providing client home services shall not be subject to the provisions of this division regulating the physical locations where massage therapy shall be performed but shall comply section 12-444 (prohibiting massage of sexual or genital area, or to act in a manner intended to arouse, appeal to or gratify the lust or passions or sexual desires); section 12-441 (regulating hours of operation) and section 12-439 (prohibiting escort services and adult entertainment).
- (c) Requirements for licensure under the Act shall not apply to persons excluded from State licensure pursuant to O.C.G.A. § 43-24A-19, acting within the scope of their professions.

Secs. 12-450-451. Reserved.**SECTION 2.**

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 3.

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 4.

This Ordinance shall take effect immediately upon its adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of February, 2022.

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

HEATHER COGGINS, ACTING CITY ADMINISTRATOR

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, Director of Planning and Economic Development
DATE: January 26, 2022
SUBJECT: Ordinance Amendment - Technical building codes adopted by reference

BACKGROUND: The City has adopted by reference a number of model and technical building and construction codes. The codes currently referenced have been updated by the state and it is necessary to update the City's ordinance accordingly. The proposed Ordinance Amendment would adopt by reference the most recent edition of the codes approved by the state without the need for continual ordinance amendments.

Staff recommends approval of the Ordinance Amendment to Chapter 10, Sec. 10-2(a) of the City Code to update the references to model code provisions effective immediately.

Best Regards,

Brittni Nix, Director of Planning & Economic Development

AN ORDINANCE

**AN ORDINANCE TO AMEND SECTION 10.2 TECHNICAL BUILDING
CODE ADOPTED BY REFERENCE.**

WHEREAS, the City has reviewed its policies and procedures with respect to the requirements of technical building codes; and

WHEREAS, the current references to model and technical codes are outdated and should be updated; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to amend the City Code to adopt by reference the model and technical codes outlined herein;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that Section 10-2(a) be amended as follows:

SECTION 1.

The existing Section 10-2(a) is deleted and the following is substituted in its place:

Sec. 10-2. – Technical building codes adopted by reference.

- (a) Unless otherwise provided for by subsequent ordinance or another provision of this Code, the technical building and construction codes listed in this section are adopted by reference and incorporated into this Code as if set out fully herein, including the administration and appendix chapters also contained in those codes. The state minimum codes enumerated under O.C.G.A. § 8-2-20(9), as now or hereafter revised or modified pursuant to state law.
- (1) International Building Code, most current edition.
 - (2) International Residential Code, most current edition.
 - (3) International Fire Code, most current edition.
 - (4) International Plumbing Code, most current edition.
 - (5) International Mechanical Code, most current edition.
 - (6) International Fuel Gas Code, most current edition.
 - (7) National Electrical Code, most current edition.
 - (8) International Energy Conservation Code, most current edition.

- (9) International Property Maintenance Code, most current edition.
- (10) International Existing Building Code, most current edition.
- (11) International Swimming Pool and Spa Code, most current edition.
- (12) Gwinnett County Construction Code, most current edition.
- (13) Gwinnett County ordinance for Fire Protection and Life Safety, most current edition.
- (14) NFPA Codes and Standards, most current edition.
- (15) NFPA 101 Life Safety Code; most current edition.
- (16) International Fire Code, most current edition.

The most current edition of the foregoing codes shall be enforced by the City.

SECTION 2.

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 3.

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 4.

This Ordinance shall take effect immediately upon its adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this 3rd day of February, 2022.

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

HEATHER COGGINS,
ACTING CITY ADMINISTRATOR