



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

CITY COUNCIL WORK SESSION

May 13, 2019

6:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

II. AGENDA ITEMS:

1. Discussion regarding City Hall build-out plan – Julian Jackson
2. Update- Intersection Control Evaluation (ICE) Study of the intersection of Evans Mill & Salem Roads – Plez Joyner
3. Discussion regarding the 2019 Fee Schedule for Parks & Recreation – Sean De Palma
4. Discussion of Parks & Recreation Landscaping, Maintenance, and Janitorial Service RFP# 2019-009 – Sean De Palma
5. Panola Road Widening Project IGA
6. Discussion of June 24, 2019 Meeting Cancellation due to GMA Conference
7. Discussion of MuniCode Agreement
8. Discussion of 2020 Census Count – Council Member Diane Adoma- District 5
9. Discussion of Marta Expansion Resolution- Council Member George Turner
10. Policy for Special Administrative Permit- Council members Diane Adoma and Council Member George Turner

III. ADJOURNMENT



WORK SESSION AGENDA ITEM

SUBJECT: CITY HALL BUILD OUT PLAN

- | | | |
|--|-------------------------------------|---|
| ☐ ORDINANCE | ☐ POLICY | ☐ STATUS REPORT |
| ☐ DISCUSSION ONLY | ☐ RESOLUTION | ☒ OTHER |

Work Session:

SUBMITTED BY: JULIAN JACKSON, INTERIM CITY MANAGER

PURPOSE:

To create space for additional staffing needs

HISTORY:

FACTS AND ISSUES:

Additional space cost is estimated at \$5,300 per month

Additional build out cost TBD

OPTIONS:

RECOMMENDED ACTION:



WORK SESSION AGENDA ITEM

SUBJECT: Update on ICE Study

- | | | |
|--|-------------------------------------|---|
| ☐ ORDINANCE | ☐ POLICY | ☐ STATUS REPORT |
| ☐ DISCUSSION ONLY | ☐ RESOLUTION | ☒ OTHER |

Work Session:

SUBMITTED BY: PLEZ JOYNER, DEPUTY CITY MANAGER

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

MEMO

To: Mayor and City Council
From: Plez A. Joyner, Deputy City Engineer
Date: May 13, 2019
RE: Update on ICE Study for Salem Rd & Evans Mill Rd Intersection

The City sent out a Request for Proposals (RFP #2019-010) for the purpose of conducting an Intersection Control Evaluation (ICE) Study for the intersection of Salem Road and Evans Mill Road associated with the city's purchase of property at that location.

For the RFP, three proposals were received:

- | | |
|----------------|----------|
| 1. Keck & Wood | \$12,900 |
| 2. VHB | \$9,200 |
| 3. Kimley-Horn | \$3,700 |

Certain elements of the ICE Study were omitted from the Kimley-Horn proposal, so they were disqualified from consideration.

The City Engineer determined that the most qualified proposal for RFP #2019-010 was received from VHB; they have been instructed to proceed immediately to get accurate traffic counts prior to the end of the school year. The total amount for **the 2019 ICE Study for the Salem Rd and Evans Mill Rd is \$9,200** which will come from the **City's SPLOST** funding.

Please contact me with any questions.

CC: Ken Hildebrandt, City Engineer



WORK SESSION AGENDA ITEM

SUBJECT: 2019 Parks and Recreation Fee Schedule

☐ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Work Session:

SUBMITTED BY: Sean de Palma, Parks and Recreation Director

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

City of Stonecrest
Parks and Recreation
Schedule Fees

Recreation/Community Center Rental								
			Individual		Tax Exempt Organization		Non Tax Exempt Organization	
		Length	Stonecrest Resident (DeKalb County Resident)	Non- Stonecrest- DeKalb Resident	Stonecrest Resident (DeKalb County Resident)	Non- Stonecrest- DeKalb Resident	Stonecrest Resident (DeKalb County Resident)	Non- Stonecrest- DeKalb Resident
Browns Mill Recreation Center								
Large Meeting Rooms		Hourly	30	45	30	45	60	120
Activity/ Classroom		Hourly	20	30	20	30	40	40
General Assembly Room		Hourly	50	75	50	75	100	200
Gymnasium		Hourly	80	120	60	90	160	320
Kitchen		Hourly	20	30	20	30	40	40
Entire Facility		4-Hour	650	925	600	925	1000	1500
Staff		Hourly	20	20	20	20	30	60
All community center rental packages includes: Standard set-up and break down, processing fee and applicable taxes. Deposit \$100. 30% Discount for recognized not-for-profit with a tax-exempt certificate, as defined under the Internal Revenue Code. 50% Surcharge for City recognized Holiday								
Athletic/Sports Field Rental								
			Individual		Tax Exempt Organization		Non Tax Exempt Organization	
		Length	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident
Non-Lighted Field		Hourly	40	60	30	45	80	120
Lighted Field		Hourly	60	120	40	80	120	180
Tennis Court		Hourly	10	15	10	15	80	120
Staff		Hourly	20	20	20	20	30	60
After Hours Staff		Hourly	30	30	30	30	40	80

City of Stonecrest
Parks and Recreation
Schedule Fees

Entire Facility(Lights included)	\$200 per field	Daily	13 fields (\$2,600)					
Tournament Rate								
4-Field Tournament Rate:								
Field Rental Fee		per day	\$1,800					
Field Preparation Charges		per day	\$300					
3-Field Tournament Rate:								
Field Rental Fee		per day	\$1,500					
Field Preparation Charges		per day	\$300					
<i>Pavilion & Outdoor Amenities</i>								
			Individual		Tax Exempt Organization		Non Tax Exempt Organization	
		Length	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident
Pavillion					150	\$200	240	280
Salem Park		Half Day/ Full Day	Half day-55 Full day-95	Half day-75 Full day-135				
Farrington Park		Half Day/ Full Day	Half day-55 Full day-95	Half day-75 Full day-135				
Gregory Moseley		Half Day/ Full Day	Half day-55 Full day-95	Half day-75 Full day-135				

City of Stonecrest
Parks and Recreation
Schedule Fees

Litter offenses	1st offenses	Warning letter						
	2nd offense	\$100 deposit						
	3rd offense	Forfeits litter deposit and Concession rights						
Park Weddings(Special Event)		4-Hour	100	150	100	150	200	400
Commemorative Bench Plaque			500	500	500	500	600	600
Parking Shuttle Service		Daily	350					
BMAC- Aquatic Center								
			Individual		Tax Exempt Organization		Non Tax Exempt Organization	
		Length	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident
Admissions Child (0-4)		Daily	\$2.00	\$3				
Admissions Youth (5-17)		Daily	\$3.00	\$4.00				
Admissions Adult (18+)		Daily	\$5.00	\$8.00				
Admissions Seniors(55+)		Daily	\$4.00	\$5.00				
Season Pass Child (0-4)		Daily	\$27.00	\$30.00				
Season Pass Youth (5-17)		Daily	\$27.00	\$30.00				
Season Pass (18+)		Daily	\$41.00	\$61.50				
Senior Pass(55 and over)		Daily	\$27.00	\$30.00				
Season Pass Family		Daily	\$53.00	\$79.50				
Entire Facility Rental package								

City of Stonecrest
Parks and Recreation
Schedule Fees

Rental			\$500.00					
Deposit			\$100.00					
Lifeguard fee(Required to have 17 regardless of party)	Hourly		\$680.00					
Total Rental Fee:			\$1,280					
Fetivals/Specials Events								
Space rental	5 hrs-1/2 day	Hourly						
Staff cost	Includes Maintenance and Park Ranger staff	Hourly						
Services/supplies								
Equipment								
Canopy								
Bleachers								
Permits								
Commerical Video/ Film Permits								
Half-day			470					
Full-day			930					
Half-day weekend			1,050					
Full-day weekend			1,850					
Per Hour			120					
Vendor Permit								
Special Facility/ event% of gross			25-35%					
Certified not-for-Profit rate			10-15%					
Booth space- For profit organizations			\$3.00	per linear foot				

City of Stonecrest
Parks and Recreation
Schedule Fees

Booth space-Non profit organization			\$1.00	per linear foot				
Party Package								
Entire Facility								



WORK SESSION AGENDA ITEM

SUBJECT: PARKS AND RECREATION LANDSCAPING, MAINTENANCE, AND JANITORIAL SERVICE RFP # 2019-009

☐ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Work Session:

SUBMITTED BY: Sean de Palma, Parks and Recreation Director

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



RE: Selection Recommendation for Parks & Recreation Landscaping, Maintenance, and Janitorial Services Bid #2019-009

BID #2019-009 was published on 1MAR19 and was open to the end of business on 20MAR19. The CITY received two (2) submissions for potential vendor, Optech Monette, LLC. and Pro Cutters Landscaping Incorporated. On 1APR19 the CITY opened both submissions within the CITY's Council Chambers and was video recorded. Two CITY employees, one representative from the Finance Department and one employee from the Parks and Recreation Department. Each submission had an original and three (3) hardcopies.

Selection Committee- The selection committee consist of four members, three (3) CITY employees and one (1) member of CITY Council. One copy of each potential vendor's submission was given to a member of the selection committee along with two (2) of the selection scoring criteria sheet. Selection scoring criteria sheet retained seven (7) areas of evaluation that totaled a score of one-hundred (100.)

	Potential Vendor	
	Optech Monette, LLC	Pro Cutters Landscaping Incorporated
Selection Committee Member		
Sabrina Wright, Economic Development Director	93	59
Council Member Jimmy Clanton	100	60
Plez Joyer, Deputy City Manager	90	90
Sean De Palma, Parks & Recreation Director	95	77
Score Average	94.5	71.5

Notable variations- The selection committee members indicated three (3) key variations; 1. Cost for Services and Innovation in Potential Cost Savings, 2. Municipal Park Maintenance Experience and Qualifications, and 3. Organizational Capacity to Supervise Municipal Park Maintenance. Within area (1) Cost for Services and Innovation in Potential Cost Savings ratings varied from 5 to 9 noting estimated cost for Optech Monette, LLC. at \$961,524 and Pro Cutters Landscaping Incorporated at \$537,858. Area (2) Municipal Park Maintenance Experience and Qualifications ratings varied from 10 to 20 noting Pro Cutters Landscaping Incorporated not retaining the



required experience and will sub-contract out portions of the required services. Area (3) Organizational Capacity to Supervise Municipal Park Maintenance ratings varied from 5 to 10 noting Pro Cutters Landscaping Incorporated not having a Certified Sports Field Manager, not retaining the required experience and will sub-contract out portions of the requested services.

As the highest scoring vendor, the CITY's Purchasing Section issued a letter of final offer to Optech Monette, LLC regarding pricing. The CITY's Purchasing Section in conjunction with the CITY's Parks and Recreation Department held a telephone conference with Optech Monette, LLC. Optech Monette, LLC. then submitted a final offer of \$318,270 for the remaining of the year, June to December of 2019.



WORK SESSION AGENDA ITEM

SUBJECT: PANOLA ROAD WIDENING PROJECT IGA

☐ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Work Session:

SUBMITTED BY: PLEZ JOYNER, DEPUTY CITY MANAGER

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**INTERGOVERNMENTAL AGREEMENT BETWEEN DEKALB
COUNTY, GEORGIA AND THE CITY OF STONECREST, GEORGIA
FOR RIGHT-OF-WAY ACQUISITION, AND FOR OTHER PURPOSES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into by and between DeKalb County, Georgia ("County") and the City of Stonecrest, Georgia ("City"). The County and the City may be referred to herein as a “Party” or collectively as the “Parties.” The County and the City are executing this Agreement with respect to the following matters:

Recitals

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia;

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208; and

WHEREAS, the County has been approved to receive funds from the Georgia Department of Transportation (“GDOT”) for certain transportation improvement projects to include the Panola Road Corridor Improvement Project–PI#0006879 per the Atlanta Regional Commission’s (“ARC”) Transportation Improvement Program (“the Project”); and

WHEREAS, the County and City desire to work cooperatively to effectuate the Project by the County to coincide with the City’s intent to make improvements to City roads, streets, and sidewalks; and

WHEREAS, the County and City desire to enter into this Intergovernmental Agreement (“Agreement”) to allow the County to complete the design of the project and to execute the right-of-way acquisition phase of the Project in compliance with GDOT requirements and the City will reimburse the County for any and all expenses not covered by GDOT funds and/or any funds required to be reimbursed to GDOT in the event construction does not occur for the Project; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises, terms, mutual obligations and conditions set forth below, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

Terms

Section 1. Right-of-way acquisition services for the Project will consist of acquiring all necessary rights-of-way and easements on Panola Road from SR 212 (Browns Mill Road) to Fairington Road in accordance with the final plans authorized by GDOT via a notice to proceed to DeKalb County;

right-of-way acquisition services include, but are not limited to, title searches, appraisals, actual land and improvements acquisition, other acquisition services, relocation, demolition, closing and legal services related to any required condemnations for an estimated 146 parcels ("ROW Acquisition").

Section 2. The County will remain the sponsor of the Project with GDOT. The County is wholly responsible for ensuring compliance with all policies, procedures and agreements with GDOT necessary to receive funding for the Project. The parties acknowledge that funding for the ROW Acquisition will be provided on a reimbursement basis to the County by GDOT and a portion of the ROW Acquisition will be paid through local funding from the County. The County portion shall be reimbursed to the County by the City as indicated in Section 4 below.

Section 3. The County will be responsible for the ROW Acquisition and final design for the Project. The County shall be responsible for managing the ROW Acquisition and shall pay all required costs, to be reimbursed by the City pursuant to Section 4 below. Any change approved by GDOT to the scope of work for the ROW Acquisition, the ROW Acquisition price or the time period for completion of ROW Acquisition shall be adopted and approved by the Governing Authority of the County, and the City hereby agrees to provide reimbursement for any such changes.

Section 4. The City shall be responsible for reimbursing the County for final design costs and for the cost of the County's portion of the ROW Acquisition budget approved by GDOT for the ROW Acquisition for the Project within the City's corporate limits and any other costs exceeding the amount reimbursed to the County by GDOT. The County will provide monthly reimbursement requests to the City including invoices for the work completed to date, proof of payment by the County, the amount to be reimbursed by GDOT and the amount to be reimbursed by the City. The City shall make reimbursement payments to the County no later than 30 days after submittal of the County's monthly reimbursement request. Notwithstanding the foregoing or any other term or provision in this Agreement, the Parties acknowledge and agree that the total amount of costs, expenses or payments for which the City shall be obligated to reimburse the County for the ROW Acquisition and/or the Project shall not exceed two million dollars (\$2,000,000.00).

Section 5. The term of this Agreement shall begin on the Effective Date (which is the later of the dates each Party signs this Agreement) and shall continue for five years, with an automatic renewal for an additional year at the end of the five year term, if the ROW Acquisition delineated herein has not been completed and finalized. This Agreement will terminate upon completion of the ROW Acquisition phase of the Project and payment by the City of all amounts due for reimbursement to the County.

Section 6. The Parties agree to mutually work with GDOT and ARC to obtain additional federal and/or state funding to complete the construction phase of the Project. If for any reason construction of the Project does not proceed or is not completed and GDOT requests reimbursement of the funds disbursed to the County for the Project, the City agrees to reimburse the County for any funds the County is required to repay GDOT.

Section 7. All required notices shall be given by certified first class U.S. Mail, return receipt

requested. The Parties agree to give each other non-binding duplicate facsimile notice. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County: Executive Assistant
 1300 Commerce Drive, 6th Floor
 Decatur, Georgia 30030
 Fax: 404-687-3585

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030
 Fax: 404-371-3024

If to the City: City Manager
 City of Stonecrest
 3120 Stonecrest Blvd.
 Stonecrest, Georgia 30038
 Fax:

With a copy to: City Attorney
 City of Stonecrest
 3120 Stonecrest Blvd.
 Stonecrest, Georgia 30038
 Fax:

Section 8. This Agreement may be extended beyond the term delineated herein by mutual written consent of both Parties so long as such extension is approved by official action of the City Council and approved by official action of the County Governing Authority.

Section 9. Neither Party shall assign any of the obligations or benefits of this Agreement.

Section 10. This Agreement constitutes the sole contract between the City and the County. The terms, conditions, and requirements of this Agreement may not be modified, except by Amendment. No verbal agreement or conversation with any officer, agent, or employee of either the County or the City, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the Parties unless expressly incorporated herein. No Amendment shall be enforceable unless approved by official action of the City and County as provided by law or in this Agreement.

Section 11. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of

the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

Section 12. This Agreement shall inure to the benefit of, and be binding upon the respective parties' successors.

Section 13. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first negotiated in good faith by the parties via mediation. Mediation shall be held at the DeKalb Mediation Center, with a mediator selected by the parties. Mediation must be held prior to either party initiating formal legal action.

Section 14. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, DeKalb County and the City of Stonecrest have executed this Agreement in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

DEKALB COUNTY, GEORGIA

ATTEST:

MICHAEL L. THURMOND

Chief Executive Officer
DeKalb County, Georgia

Date: _____

BARBARA H. SANDERS-NORWOOD

Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

WILLIAM “TED” RHINEHART

Deputy Chief Operating Officer of
Infrastructure, DeKalb County, Georgia

SHAHEEM M. WILLIAMS

Assistant County Attorney

CITY OF STONECREST, GEORGIA

ATTEST:

(SEAL)

JASON LARY

Mayor

Date: _____

BRENDA JAMES

City Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

MICHAEL HARRIS

City Manager

WINSTON DENMARK

City Attorney

Short Title

PANOLA ROAD: SEGMENT 2 OPERATION IMPROVEMENTS FROM SR 212 (BROWNS MILL ROAD) TO FAIRINGTON ROAD

GDOT Project No.

0006879

Federal ID No.

CSSTP-0006-00(879)

Status

Programmed

Service Type

Roadway / Operations & Safety

Sponsor

DeKalb County

Jurisdiction

DeKalb County

Analysis Level

Exempt from Air Quality Analysis (40 CFR 93)

Existing Thru Lane

2

LCI

☐

Planned Thru Lane

2

Flex

☐

Network Year

TBD

Corridor Length

2.1 miles



Detailed Description and Justification

This segment of Panola Road is from Snapfinger Woods Drive to US 278 (Covington Highway). The proposed typical section will consist of a four 12-foot lanes, a flush center turn lane, 4-foot bike lanes, and curb and gutter with 5-foot sidewalks. For all segments along Panola Road, all crossroad intersections would be improved based on design year traffic data, including improvements to approach lane configurations and turn lane lengths. Roadway widening would generally be symmetrical from existing centerlines; however, asymmetrical widening would be performed where factors such as utility impacts, ROW restrictions, or geometric restrictions dictate. The proposed project would also straighten the alignment of Panola Road at the existing curve located between Salem Drive and Oaktree Trail/Old Panola Road. After construction of the proposed project, traffic signals would be adjusted with an optimized signal timing plan. The traffic signals along the corridor would be interconnected using fiber optic cables, and optimized timing plans would be developed for the morning, midday, afternoon, and weekend rush hour periods.

Phase Status & Funding Information		Status	FISCAL YEAR	TOTAL PHASE COST	BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE			
					FEDERAL	STATE	BONDS	LOCAL/PRIVATE
PE	Local Jurisdiction/Municipality Funds	AUTH	AUTH	\$482,000	\$0,000	\$0,000	\$0,000	\$482,000
PE-OV	STP - Statewide Flexible (GDOT)	AUTH	2011	\$50,000	\$40,000	\$10,000	\$0,000	\$0,000
ROW	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)		2019	\$7,080,000	\$4,800,000	\$0,000	\$0,000	\$2,280,000
UTL	Local Jurisdiction/Municipality Funds		2022	\$4,100,000	\$0,000	\$0,000	\$0,000	\$4,100,000
CST	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)		2022	\$19,414,278	\$4,865,184	\$0,000	\$0,000	\$14,549,094
				\$31,126,278	\$9,705,184	\$10,000	\$0,000	\$21,411,094

SCP: Scoping PE: Preliminary engineering / engineering / design / planning PE-OV: GDOT oversight services for engineering ROW: Right-of-way Acquisition
 UTL: Utility relocation CST: Construction / Implementation ALL: Total estimated cost, inclusive of all phases



For additional information about this project, please call (404) 463-3100 or email transportation@atlantaregional.com.





WORK SESSION AGENDA ITEM

SUBJECT: MUNICODE

- | | | |
|--|-------------------------------------|---|
| ☐ ORDINANCE | ☐ POLICY | ☐ STATUS REPORT |
| ☐ DISCUSSION ONLY | ☐ RESOLUTION | ☒ OTHER |

Work Session:

SUBMITTED BY: MEGAN REID, CITY CLERK

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

STATE OF GEORGIA
COUNTY OF DeKalb

AGREEMENT FOR PURCHASE OF SERVICES

This Agreement made and entered into this 18th day of February, 2019, between the **City of Stonecrest, Georgia**, a municipal corporation (hereinafter "the Client") and **Municipal Code Corporation**, (hereinafter "the Contractor"), a Florida corporation, whose address is P.O. Box 2235, Tallahassee FL 32316, witnesseth:

WHEREAS, the City is contracting with the Contractor for certain services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor has agreed to provide the services outlined in Exhibit A, Scope of Services & Pricing, upon the terms and conditions set forth in this Contract. Contractor will perform no service under this Contract until direction from an authorized official is issued and received by Contractor.
2. **COSTS:** The City shall pay the Contractor the following costs:

Total cost not to exceed \$17,120.00. Total comprised of the publication base cost of \$16,120.00 based on a 700 page code including an additional charge not to exceed \$1,000.00 if the Code exceeds 700 pages. Contract renewal price shall not exceed \$3,000.00.
3. **TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION:** To the extent permitted by law, the services to be provided under this Contract shall commence on February 15, 2019 and shall continue for a period of three (3) years, terminating on February 14, 2022. Thereafter, these services shall be automatically renewed from year-to-year provided that each party may cancel or change this agreement with sixty (60) days written notice.
4. **FINANCIAL OBLIGATIONS OF THE CITY OF STONECREST, GEORGIA:** This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the Client under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
5. **CONTRACT DEFINED:** This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:

- 5.1 Exhibit A (Scope of Services & Pricing)
- 5.2 Certificate of Insurance & Workers' Compensation (to be furnished following contract execution)
6. **INSURANCE:** The Contractor shall not begin any work until the Contractor proves to the Client's Purchasing and Contracts Division that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the City of Stonecrest.
7. **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY:** Insurance must cover bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.
8. **WORKERS' COMPENSATION:** Coverage must be provided, as statutorily required for persons performing work under this Agreement. Contractor must provide the Client with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
9. **CERTIFICATE OF INSURANCE:** As evidence of the insurance coverages required by this Agreement, the Contractor and their subcontractors, shall furnish a certificate of insurance to: **Megan Reid, City Clerk, City of Stonecrest, 3120 Stonecrest Boulevard, Stonecrest, Georgia 30038** MReid@stonecrestga.gov
10. **CONTINUATION OF COVERAGE:** The Contractor shall not cancel, materially change or fail to renew insurance coverages. The Contractor shall notify the Purchasing and Contracts Division of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the Agreement for the full guaranteed period. If any policy lapses or is canceled before final payment by the Client to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the Client may deem such failure to be a breach of this Agreement.
11. **RESPONSIBILITY FOR PAYMENT OF DAMAGES:** Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this agreement.
- 12. STATUS OF CONTRACTOR:** The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the Client. The Contractor will not be supervised by any employee or official of the Client nor will the Contractor exercise supervision over any employee or official of the Client. The Contractor shall not represent that Contractor is an employee or agent of the Client in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole

expense. **The Contractor is not entitled to the Client's Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Agreement.** This Agreement is not exclusive; the Contractor may contract with other parties.

13. **VERIFICATION REGARDING ILLEGAL ALIENS:** Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Agreement through participation in the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration.

14. TERMINATION FOR CONVENIENCE: Either party may terminate this Contract by giving the other party sixty (60) days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination.

15. DISPUTES: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

16. NOTICES: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

City Manager
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

With copies to:

City Clerk
Stonecrest City Hall
3120 Stonecrest Blvd.
College Park, Georgia 30038

If to the Contractor:

Municipal Code Corporation
Vice President of Client Services
P.O. Box 2235
Tallahassee, FL 32316

With copies to:

17. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

18. **GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

19. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

20. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

21. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services and is referenced in Exhibit "A". In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF this ____ day of _____, 20__, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

STONECREST, GEORGIA

BY: _____

[Corporate Seal]

ATTEST: _____

DATE: _____

MUNICIPAL CODE CORPORATION

BY: _____

Steffanie W. Rasmussen

TITLE: Vice President of Client Services

[Corporate Seal]

ATTEST: _____

Corporate Secretary

DATE: _____



EXHIBIT A

Scope of Services and Pricing



Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

January 7, 2019

Ms. Brenda James
City Clerk
City of Stonecrest
3120 Stonecrest Boulevard
Stonecrest, GA 30038

Sent Via Email: bjames@stonecrestga.gov

Dear Ms. James:

Thank you for corresponding with our Client Services & Inside Sales Account Manager, Alicia Bywaters! We are pleased to update and resubmit the following information for publication of the City's General Ordinances and Zoning Ordinance.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification service in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work is completed by our experienced team of in-house attorneys.

Experience. With over 4,200 customers in all 50 states, we are the nation's most trusted and experienced codifier of local government codes in the nation, currently hosting over 3,400 online codes. Our team of attorneys has an average of over 20 years of codification experience. With over 215 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 67 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Quality. We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over ten years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

Commitment to Georgia. We are proud to serve 364 clients in Georgia. We also regularly support the Georgia UGA Municipal & County Clerks, Georgia Municipal Clerks & Finance Officers, Georgia Municipal Association, Georgia Association of County Commissioners, Georgia Government Management Information Systems.

Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 67 years and have worked for decades serving the biggest and most advanced municipalities in the nation, as well as 364 clients located in Georgia. No other codification company has this level of experience and knowledge that can be harnessed for your benefit.

Team Approach. We have 14 legal editorial teams consisting of 55 legal editors and proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. Your Municode Representative, Dale Barstow, is able to meet with you anytime. Dale can also provide onsite training or host webinars throughout the term of the contract.

Your Representative. Municode's Vice President of Sales, Dale Barstow, is located in Tallahassee, FL. He is available to answer questions and meet with you, as needed. Dale has worked with municipal clients for over 40 years and is an honorary Town Clerk in 5 states. He frequents your area often and attends the Georgia Municipal League Conference, Clerks Conference and IIMC Conference. He is also supported by our entire staff in Tallahassee.

Your Representative. Municode's Regional Inside Sales Representative, Susan Webb, meets with our Georgia clients virtually and on the telephone, with webinars and teleconferences. She works to ensure that our Georgia clients are well taken care of. She is available to answer questions or schedule a meeting with you as needed.

Real People. If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

Personal Touch. We are a family-owned, medium size business which means you always receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

Responsible Citizen. We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the former President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town, the Tallahassee Veteran's Village and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with Alicia, or your Sales Representative, Susan Webb, or our Vice President of Client Services, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties or meet with you personally. We are here to serve you!

Sincerely,



W. Eric Grant
President

WEG/amb

cc: Steffanie Rasmussen, Vice President of Client Services

steff@municode.com / 800-262-2633 ext. 1148

Susan Webb, Inside Sales Representative

swebb@municode.com / (800) 262-2633 ext. 1729

Executive Summary

Publication, Supplementation and MunicodeNEXT:

*Logic: Get your publication off to a great start. Quickly and efficiently launch your code on the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

 Publication of General Ordinances & Zoning Ordinance	\$16,120
 Supplementation	\$20 per page
 Online hosting and support	\$550
 Timeline.....	4 - 6 months

Pricing = Apples to Apples:

Here are some important considerations to keep in mind:

-  The publication base cost of **\$16,120** is based on **700-page, single column**;
-  Supplement charges - **single column per page rate of \$20**;
-  The **online code is only \$550 per year** for our basic service.
-  If you would like to further enhance the transparency of your online code, you can elect the MyMunicode bundled pack for only **\$1,475**.
-  Municode **does not** charge an extra fee for posting supplements online.
-  Municode **does not** charge an extra fee for printing your supplement pages.

The supplement page rate is \$20 for single column (including printing and posting each supplement on line).

Professional Services Quotation Sheet for ¹ City of Stonecrest, Georgia

Publication Base Cost Includes:

\$16,120

-  Using the General Ordinances and Zoning Ordinances (adopted through December 2018) to create a code publication
 -  Keeping the Chapter arrangement as designated by the City;
 -  Conversion to Municode database;
 -  Editorial review;
 -  Editing;
 -  Images, graphics and tabular matter;
 -  Creating Index;
 -  Proofs;
 -  5 printed copies with binders & tabs
- Binder Color: Burgundy**
Binder Stamping Color: Silver
-  Base number of pages, as established in the table below:

Project is based on the font size & pages below:

Font Size Single Column: ☐ 10-point (700)

Base cost does not include:

-  Reorganizing, renumbering or legally reviewing code content
-  Pages in excess of the base, per page **\$20**
-  Code of Ordinances posted online **Selections on page 6**
-  Freight
-  Sales Tax, if applicable

Payment for Publication:

-  Execution of Agreement **\$4,900**
-  Upon submission of proofs **\$4,900**
-  Upon delivery **Balance due for freight, overage pages or elections added**

¹ Applicable sales taxes and actual shipping charges will be added.

Supplementation Quotation Sheet¹

Supplement service base page rate²

Page Format	Base Page Rate
Single Column	\$20 per page

Base page rate above includes

-  Acknowledgement of material;
-  Data conversion, as necessary;
-  Editorial work;
-  Proofreading;
-  Updating the index;
-  Schedule as selected by you³;
-  Updating electronic versions⁴ and online;
-  5 supplement copies

Base page rate excludes

-  Freight, prebilled
-  State sales tax
-  Graphics⁵ & tabular⁶ matter, per graphic or table

**Actual freight
If applicable
\$10**

Electronic media options for the code (sent via download) ⁷

- | | |
|---|--|
| ☐ Folio Bound Views | \$295 initially then \$100 per update |
| ☐ WORD (DOCX) | \$150 initially then \$75 per update |
| ☐ Adobe PDF of the code | \$150 initially then \$75 per update |
| ☐ Adobe PDF of each supplement | \$75 per update |

Payment for supplements and additional services:

-  Invoices will be submitted upon shipment of project(s).

¹ Applicable sales taxes and actual shipping charges will be added.

² All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

³ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

⁴ We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

⁵ Includes printing all copies. Additional fees apply if graphics are printed in color.

⁶ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁷ “delivery” is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of 3,300 codes on MunicodeNEXT [here](#). To view video tutorials or our service, visit our website [here](#). All pricing listed is in addition to supplement fees.

Please check the appropriate box (es) to indicate your selection:

STANDARD WEB HOSTING

- ☐ **Online Code = MunicodeNEXT** annually \$550
Mobile friendly site. Full functionality and optimal screen resolution on all devices.
In-line images & scrolling tables & charts.
Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail.
Print or Save as formatted WORD (DOCX).
Google Translate supports over 90 languages.
Social Media/Email. Share links to sections via email, Facebook, Twitter, etc.

OPTIONAL SERVICES

- ☐ **CodeBank** annually \$150
Permanent online collection of previous versions of the Code.
- ☐ **OrdBank** annually (or per ordinance) \$475
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. (\$35)
- ☐ **OrdBank + OrdLink** annually (or per ordinance) \$575
Provides hyperlinks from newly adopted legislations to Sections of Code that will be amended. (\$60)
- ☐ **CodeBank Compare + eNotify**¹ annually \$250
Compare any two versions of your online code (starting with the first Municode supplement). eNotify provides readers email updates each time the Code is updated.
- ☐ **MuniPRO Service** annually \$295
Search our database of 3,300 online codes and ordinances.
Attach notes to codes and drafts of new legislation.
- ☐ **Custom Banner** one-time fee \$250
Customize MunicodeNEXT to match the look of your City's website.

MuniDocs – only select one option below for MuniDocs.

- Host any other municipal documents in a fully searchable format.
- ☐ **MuniDocs** annually \$300
up to 25 documents per year updated quarterly.
- ☐ **MuniDocs** annually \$750
Up to 100 documents per year updated quarterly.
○ Additional documents, each with either option \$7.50

(If MuniDocs is elected, please circle the list of categories and dated documents to be posted)

Minutes - Council Minutes - Committee Minutes – Agendas – Resolutions – Budgets - Other _____

Value Pricing

- ☐ **MyMunicode** annually \$1,475²
Includes **MunicodeNEXT** (Online Code), **OrdBank**, **CodeBank**, **CodeBank Compare + eNotify**, **MuniPRO**, and **Custom Banner**

¹ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

² Total value if each item were to be purchased a la carte would be approximately \$1,970 per year with participation in our OrdBank service.

Scope of Services – Publication

Excellence

"The code update went far beyond my expectations. Everyone at Municode was nice to work with and always responded in a timely manner. Your customer service was outstanding. Thanks again for a very positive experience."
- Barron, WI

We will handle 100% of the editorial publishing for you. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or electronic copy. We understand the scope of this project to include a complete publication of your charter, general ordinances and zoning ordinance, continued supplementation and online hosting thereof. Upon completion of the publication project, supplementation services will commence as outlined on page 8.

Municode would like to offer the following approach for your consideration.

Project Leader: Julie Lovelace, Vice President of the Code Department

The process includes:

-  Conversion to our database;
-  Creation of preliminary pages (title page, officials page, and preface);
-  Creation of a pagination system;
-  Editing & proofreading;
-  10-point font, single column (unless otherwise instructed);
-  Incorporation of adopted legislation through December 2018;
-  Incorporation of maps, diagrams, charts and tables;
-  Creation of an index;
-  Proofs provided for your review;
-  Posting your newly published code on MunicodeNEXT;
-  Printing 5 copies of Code with binders & tabs.

The process does not include:

-  Reorganizing the structure of your ordinances;
-  Review by an attorney;
-  Substantive editing or changes to the text.

The following timeframe will apply to the publication of your General Ordinances & Zoning Ordinance. Supplementation will commence upon completion of the publication, starting with Supplement No.1.

Item	Time Frame
We will acknowledge receipt of contract and material.	Immediately.
We will send you a list of all rules and resolutions received.	Immediately.
Schedule initial project meeting.	Within two (2) weeks of execution of the contract.
Proofs provided for your review.	Within four to six (4-6) months of us receiving all necessary material. Once the proofs are returned, we will ship the newly printed copies and post the published rules and regulations online within two to three (2 – 3) weeks.

SUPPLEMENT SERVICE

After publication of the new Code, Municode will update the code as legislation is enacted.

1. **Material.** The Client shall forward a copy of legislation upon enactment. Material is preferred in an electronically editable format and should be sent to ords@municode.com. Every ordinance sent to Municode will be acknowledged via e-mail. A complete list of legislation recorded in an update will be provided. Municode will hold legislation pending a schedule or begin the job as established with the Client.
2. **Additional Provisions.** Municode can add provisions (e.g. charter, zoning, land development regulations) not included in the original project through the Supplement service. They will be included in a supplement or as a separate project and appropriate updates will be made to the Code and tables. Additional divider tabs or binders will be provided as necessary. Municode will advise of all options and applicable costs.
3. **Editorial Work.** The supplement editorial team, who is supervised by a licensed attorney and consists of a legal editor, proofreader and indexer, will review the legislation to determine proper placement within the code. Municode will adhere to the structure and style contained in the ordinance unless changes are required to ensure consistency with other text in the code. The team will also update the table of contents, catch lines, reference tables and index. Editorial notes will be appended to sections that require additional explanation. A supplement history table is provided to note all ordinances included. Municode has supplement teams trained in the use of InDesign and will editorially preserve the integrity of form of such files whether displayed on-line or in print.
4. **Deliverables.** Updates can be delivered electronically or as printed copies, and on a schedule designed to meet the Client's needs.
 - a. **Electronic Updates.** Amendments to the electronic version of the code (Internet,) are incorporated into the code and a fully searchable, complete code will be delivered. Electronic updates are included in the base page rate and clients who receive both electronic updates and printed supplements receive the printed supplements at no charge. Electronic updates can be provided on their own schedule or accompany printed supplements.
 - b. **Printed Supplements.** Amendments to the printed code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include updated table of contents, code comparative table, index, and text pages. The base page rate includes a copy of each supplement for every printed code. Printed supplements will be delivered in bulk to the Client, unless Client chooses to utilize Municode's distribution services
 - c. **Schedule.** Amendments are provided on a schedule designed to meet the needs of the client. The schedule can be weekly, biweekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur on a more frequent schedule than printed supplements.



Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

A handwritten signature in cursive script, appearing to read "Eric Grant".

Municode Officer: _____

Title: President

Date: January 7, 2019

Accepted by:

CITY OF STONECREST, GEORGIA

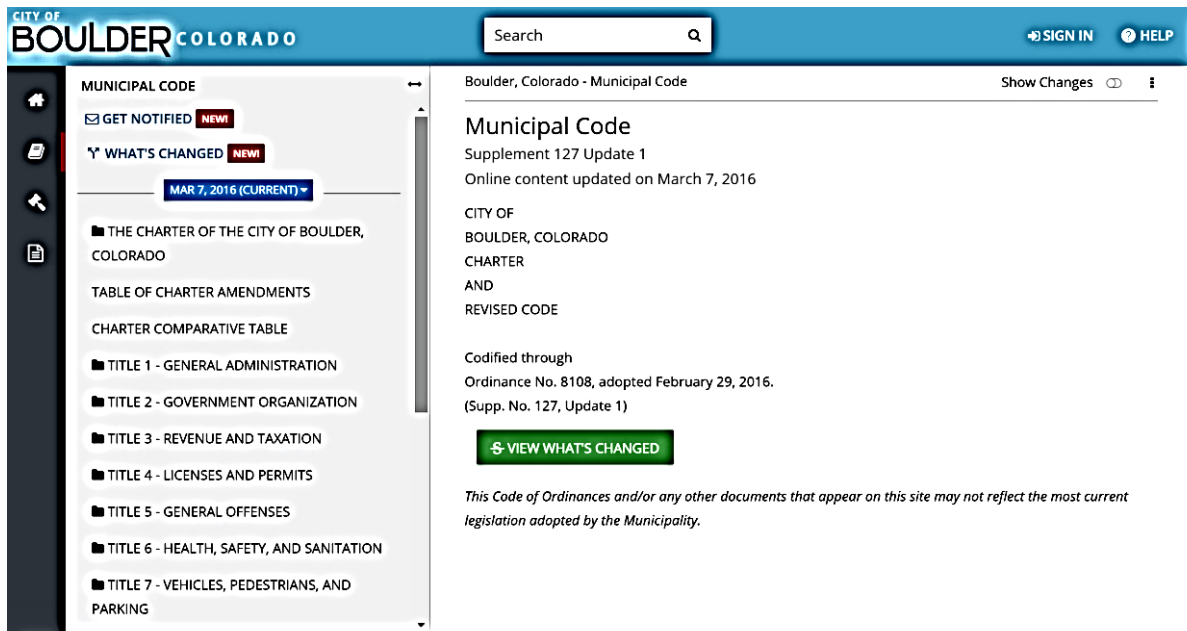
By: _____

Title: _____

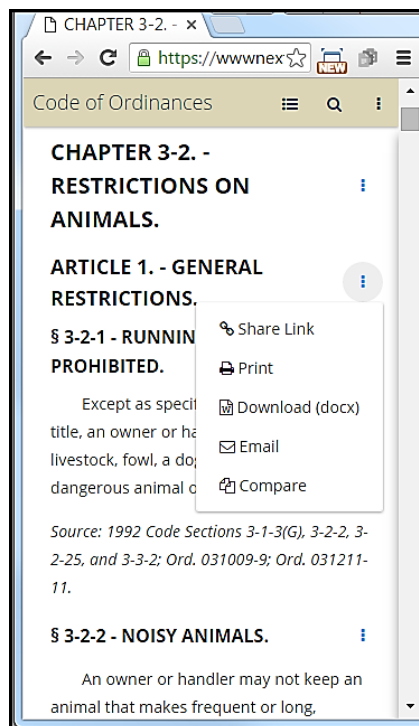
Date: _____

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

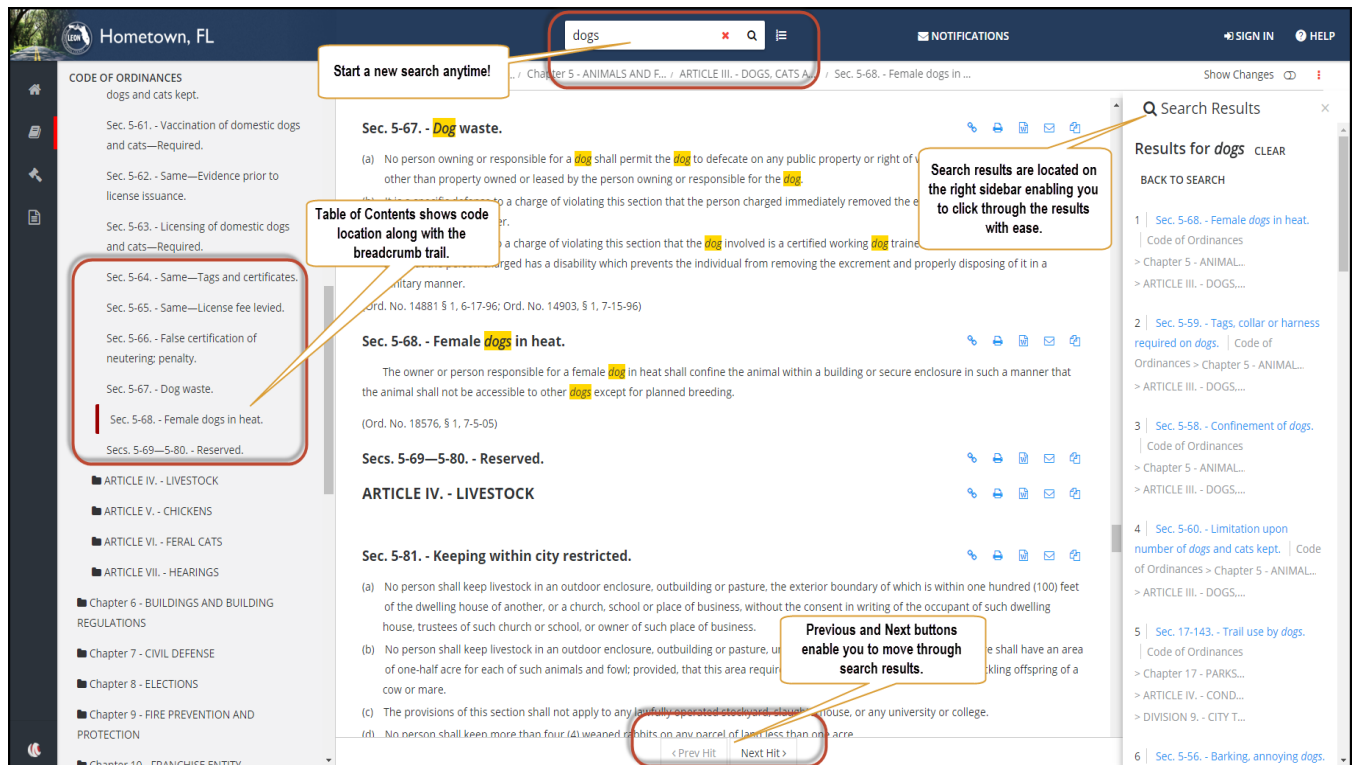


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



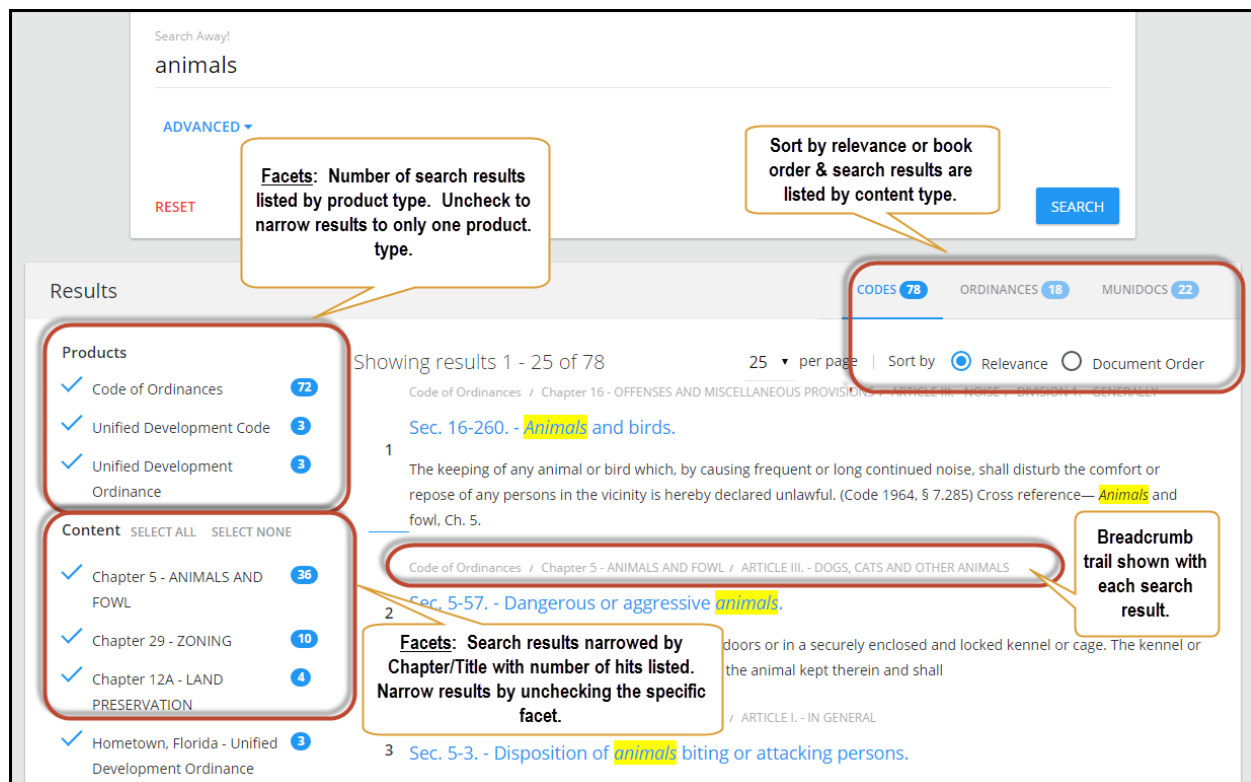
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

- 🔍 **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- 🔍 **Multiple Publications** – If you have multiple publications (code, zoning, etc.), they will all be searchable from one interface.
- 🔍 **Searchable ordinances** – With our OrdBank service, ordinances posted pre-and post-codification are full-text searchable.
- 🔍 **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- 🔍 **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- 🔍 **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.



Search enhancements provided with our latest website upgrade include (see screenshot above):

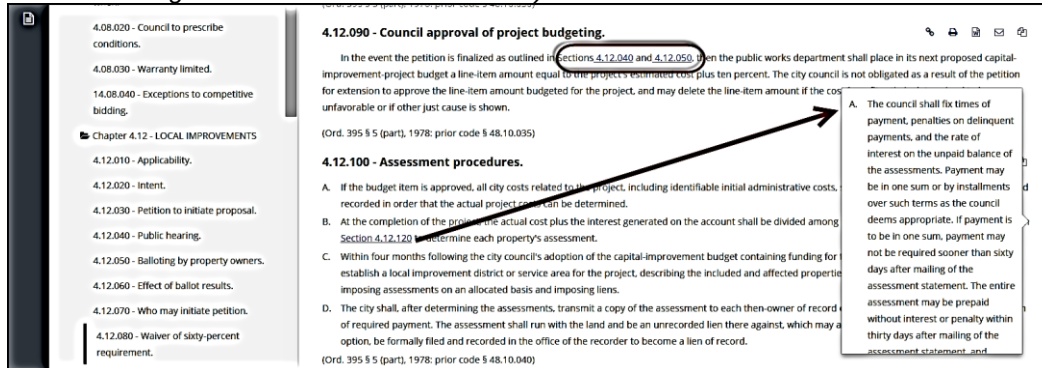
- Multiple products as facets on the left.
- Number of hits in content types and products displayed.
- Ability to sort code results by relevance OR book order.
- Ability to sort ordinance results by relevance OR date order.
- Ability to sort MuniDocs (minutes, etc.) by relevance OR date order.
- Breadcrumb trail on each search result.
- Prev/Next buttons to navigate through hits.
- Synonym searching has recently been added to our online features!

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



-  **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter or Section.
-  **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
-  **Mouseover (cluetips)** – Navigate to your code and any linked cross-reference will quickly display in the pop-up preview window.
-  **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100 languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100 languages.

Social Media Sharing – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

Custom Banner. We can customize the look and feel of your code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

Hyperlinked ordinance in text)

CITY OF ARVADA
Search

Code of Ordinances

- DIVISION 6. - WATER FEES AND RATES
 - Sec. 102-161. - Residential water fees within city. **modified**
 - Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1. **modified**
 - Sec. 102-161.6. - Residential water fees within the Mountain Shadows Subdivision. **modified**
 - Sec. 102-162. - Same--Waiver.
 - Sec. 102-163. - Residential water fees outside city limits.

Arvada, Colorado - Code ... / Chapter 102 - UTILITIES / ARTICLE II. - WATER A... / DIVISION 6. - WATER F...

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the Utilities Director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval.

(Code 1981, § 33-77; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 2671, § 14, 10-16-1989; Ord. No. 2763, § 3, 11-5-1990; Ord. No. 2823, § 11, 7-1-1991; Ord. No. 2931, § 10, 10-19-1992; Ord. No. 2938, § 1, 12-14-1992; Ord. No. 3127, § 10, 10-24-1994; Ord. No. 3202, § 5, 8-7-1995; Ord. No. 3223, § 7, 10-23-1995; Ord. No. 3262, § 9, 4-15-1996; Ord. No. 3297, § 1, 10-21-1996; Ord. No. 3403, § 15, 10-20-1997; Ord. No. 3489, § 1, 10-26-1998; Ord. No. 3560, § 3, 10-11-1999; Ord. No. 3650, § 1, 10-23-2000; Ord. No. 3723, § 1, 10-8-2001; Ord. No. 3772, § 1, 10-21-2002; Ord. No. 3839, § 1, 10-12-2003; Ord. No. 3906, § 1, 11-5-2004; Ord. No. 3969, § 1, 10-10-2005; Ord. No. 4027, § 1, 10-16-2006; Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008; Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009; Ord. No. 4184, § 2, 10-19-2009, eff. 1-1-2010; Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011; Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013; Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014; Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015; Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016)

Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1. **modified**

Pursuant to the Intergovernmental Agreement approved on April 4, 2005, by Ordinance 3943, the Jefferson Center Metropolitan District is responsible for the procurement of water supplies and the construction of major water infrastructure within the District boundaries. The city is not to charge the Jefferson Center Metropolitan District the initial capital cost of water rights or facilities conveyed at no cost to the city by the district.

(One-Click access to the original ordinance in the OrdBank Repository)



CITY OF ARVADA

Code of Ordinances

- Ordinance No. 4099
- Ordinance No. 4226
- Ordinance No. 5000
- Ordinance No. 5001
- Ordinance No. 5002
- Ordinance No. 5005
- Regulation No. 807-038
- Regulation No. 807-049
- Regulation No. 807-061
- Resolution No. 807-001
- Resolution No. 807-002
- Resolution No. 807-003
- Resolution No. 807-004
- Resolution No. 807-005
- Resolution No. 807-006
- Resolution No. 807-007
- Resolution No. 807-008
- Resolution No. 807-009
- Resolution No. 807-010
- Resolution No. 807-011
- Resolution No. 807-012
- Resolution No. 807-013
- Resolution No. 807-014
- Resolution No. 807-015

PDF DETAILS

COUNCIL BILL NO. 07-038
ORDINANCE NO. 4099

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 102, UTILITIES, OF THE ARVADA CITY CODE PERTAINING TO WATER, WASTEWATER AND STORMWATER TAP FEES AND USERS RATES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

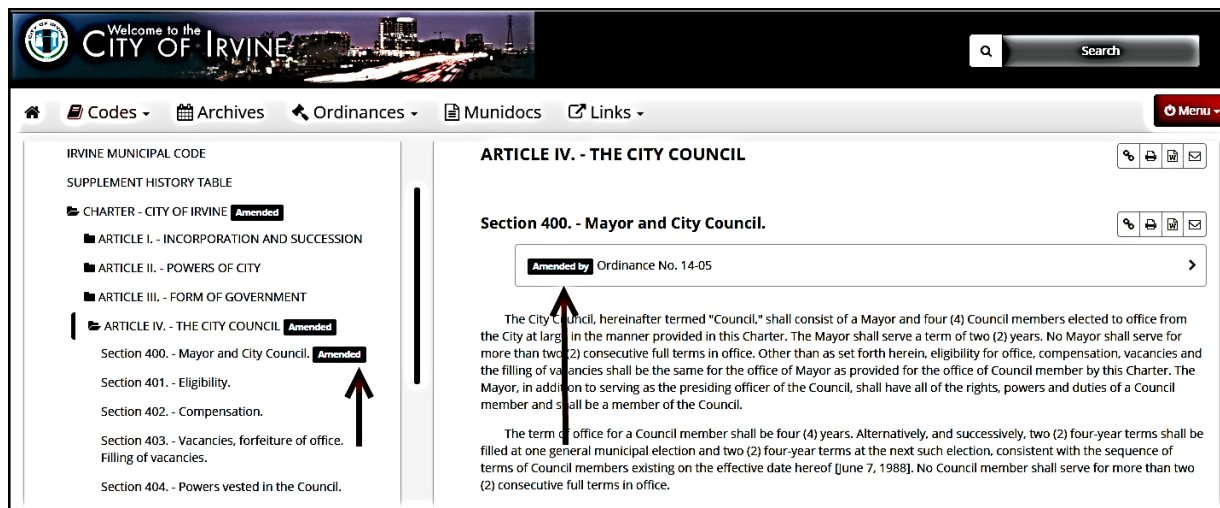
Section 1. Section 102-161. Residential water fees within city—Established, of the Arvada City Code is hereby amended and shall read as follows:

Sec. 102-161. Residential water fees within city.

Water fees for serving residential facilities within the corporate limits of the city are as follows:

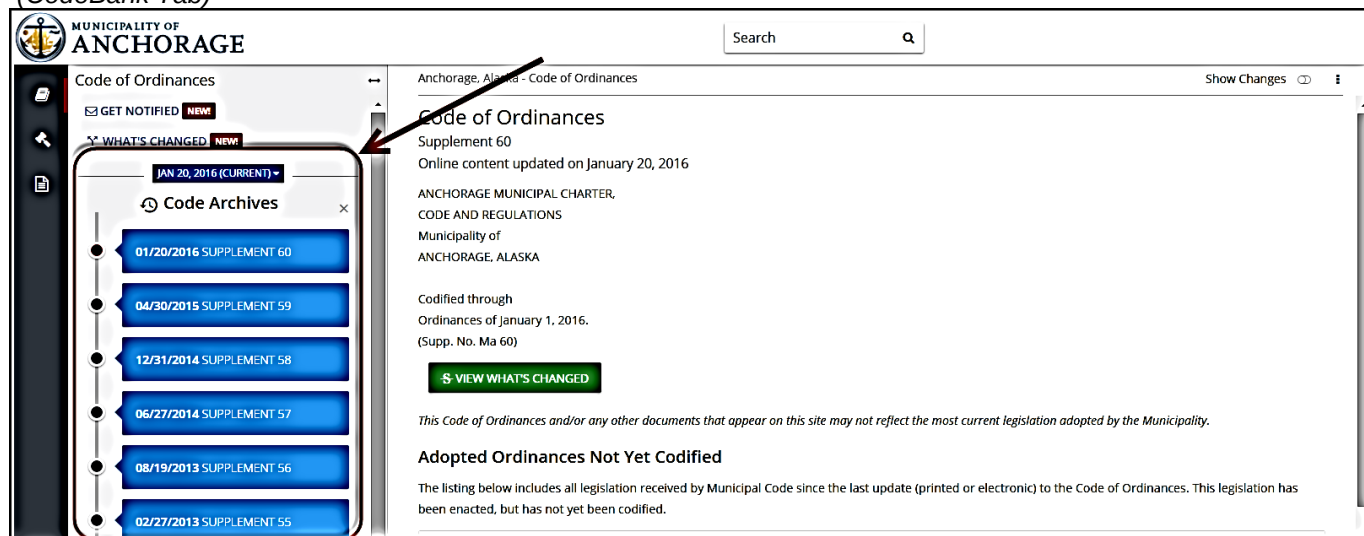
(1)	Tapping fee	\$ 60.00
(2)	Inspection fee:	
	a. 5/8", 3/4" and 1" meters	\$45.00
	b. 1½" and larger meters	\$80.00
(3)	Tap fee determined from the following schedule:	
	<i>Type of Residence</i> <i>Amount per Unit</i>	
	a. Single-family.....	\$10,920.00
	b. Duplex	\$6,190.00
	c. Multifamily:	

OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your online code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your online code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

The screenshot shows a web form titled "Get Notified" with a close button (X) in the top right corner. Below the title, a message states: "Filling out this form will allow you to receive an email notification every time select publications are updated." A blue "Note" box contains the text: "If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email." The form has three main sections: "Email" with a label "Enter email" and a text input field; "Profession" with a label "Select One" and a dropdown menu; and "Codes" with a green checkmark icon and three checkboxes: "Unified Development Code", "Unified Development Ordinance", and "Code of Ordinances" (which is checked). An orange arrow points from a text box to the "Email" field. The text box says: "Sign up to be notified for all publications or narrow notifications to only one product." Another orange arrow points from the same text box to the "Code of Ordinances" checkbox.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

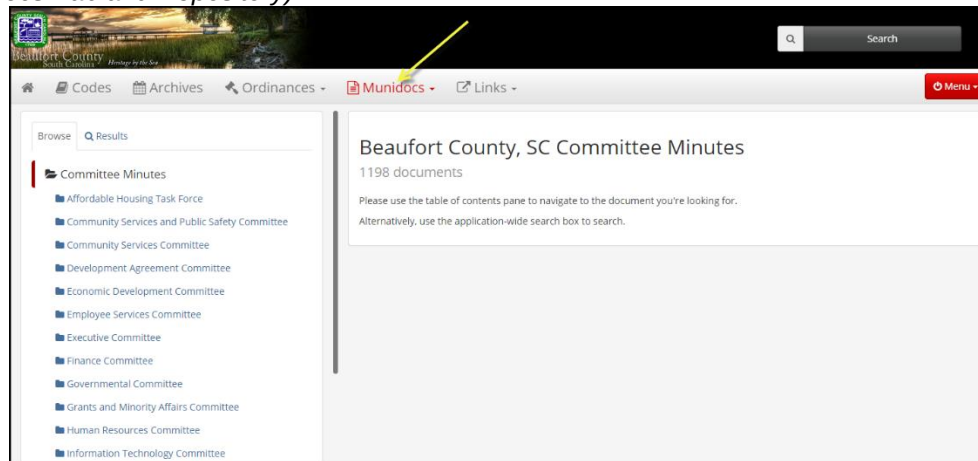
The screenshot displays the "Municipality of Anchorage" website. The left sidebar shows the "Code of Ordinances" menu with a "modified" badge next to "2.30.030 - Meetings". The main content area shows the "Anchorage, Alaska - Code of Ord..." page with a "Show Changes" button. The text content includes sections on "Executive sessions" and "Matters which by law, municipal charter, or ordinance are required to be confidential; or". The right sidebar shows a "P CHANGED SECTIONS" dropdown menu with a "modified" badge next to "TITLE 2 - LEGISLATIVE BRAN...".

(Show changes button and a custom banner are shown below)

The screenshot displays the "City of Bonita Springs, Florida" website. The left sidebar shows the "Code of Ordinances" menu with a "GET NOTIFIED" button and a "WHAT'S CHANGED" button. The main content area shows the "Bonita Springs, Florida - Code of Ordinances" page with a "Show Changes" button. The text content includes sections on "Supplement 2", "Online content updated on January 29, 2016", and "BONITA SPRINGS CITY CODE". A green "VIEW WHAT'S CHANGED" button is highlighted. A custom banner at the bottom states: "This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality."

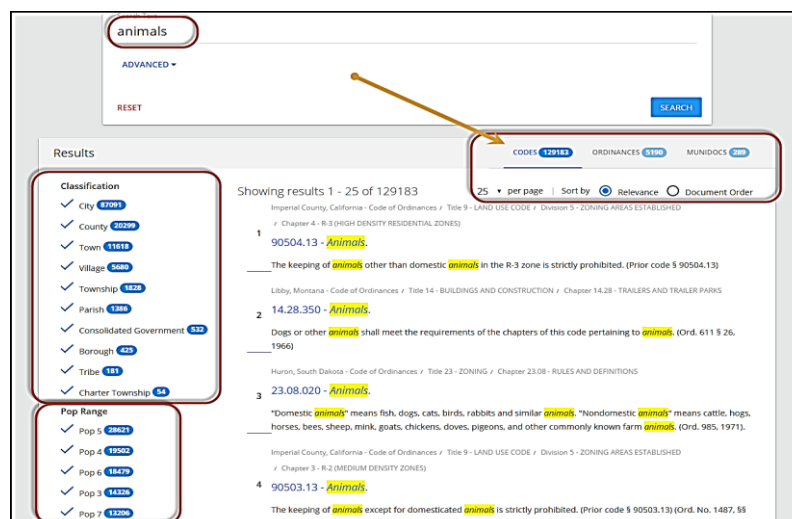
MuniDocs. Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your minutes, resolutions, budgets, and or any other non-code material online. Your collection of documents, will be posted alongside your code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

(MuniDocs Tab and Repository)



MuniPRO. MuniPRO Searching allows you to search the over 3,370 codes we host (the entire country, a single state or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- 🔍 **Multiple Code Search.** Search all codes within one state, multiple codes within one state, or search all codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- 🔍 **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- 🔍 **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- 🔍 **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.





WORK SESSION AGENDA ITEM

SUBJECT: CENSUS COUNT 2020

☐ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Work Session:

SUBMITTED BY: DIANE ADOMA, COUNCIL MEMBER

PURPOSE:

HISTORY:

FACTS AND ISSUES:

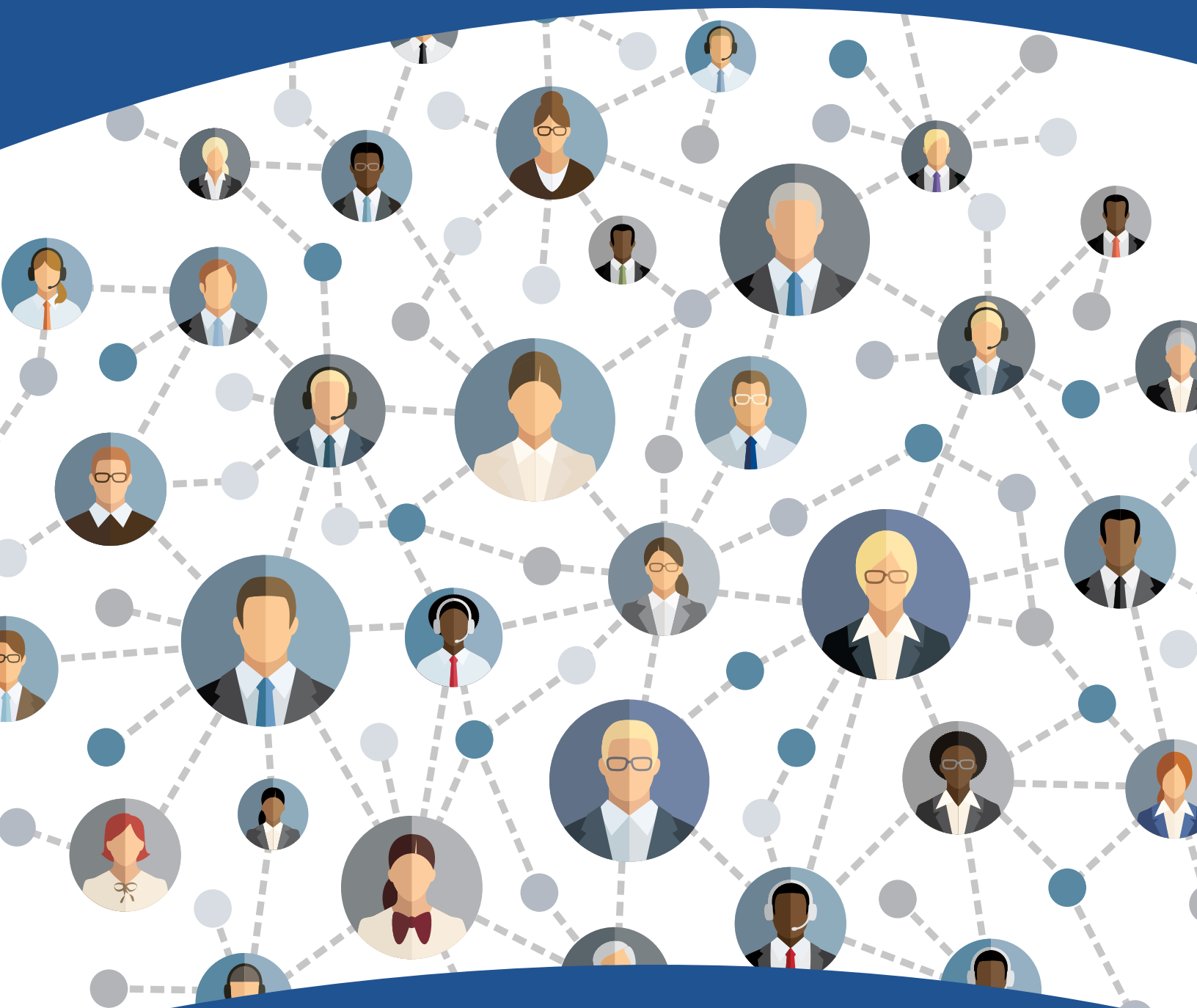
OPTIONS:

RECOMMENDED ACTION:

2020 Census Complete Count Committee

Guide

D-1280(RV)



CONTENTS

Why Do We Take The Census?	1
How Are Census Data Used?.....	2
Are Census Data Really Confidential?.....	3
What Are Complete Count Committees?.....	4
When Should a Complete Count Committee Organize?.....	9
What Is the Subcommittee Structure of a CCC?.....	10
Summary: The Benefits of Complete Count Committees.....	13
Appendix A: 50 Ways Census Data Are Used.....	14
Appendix B: Understanding the Language of the 2020 Census.....	15
Appendix C. Census Solutions Workshop Overview	19
Contact Information	21



WHY DO WE TAKE THE CENSUS?

The U.S. Constitution (Article I, Section 2) mandates a headcount every 10 years of everyone residing in the 50 states, Puerto Rico, and the Island Areas of the United States. This includes people of all ages, races, ethnic groups, citizens, and noncitizens. The first census was conducted in 1790 and one has been conducted every 10 years since then.

The population totals from the census determine the number of seats each state has in the House of Representatives. States also use the totals to redraw their legislative and school districts. The next census occurs in 2020.

The U.S. Census Bureau must submit state population totals to the President of the United States by December 31, 2020.

The population totals also affect funding in your community, and data collected in the census help decision makers know how your community is changing. Approximately \$675 billion in federal funding is distributed to communities each year.

Will the 2020 Census be the same as 2010?

There are some important changes in 2020:

- We are building a more accurate address list and automating our field operations—all while keeping your information confidential and safe.
- For the first time, you will be able to respond online, by phone, or by mail.
- We will use data that the public has already provided to cut down on in-person follow up visits to nonresponding households.



HOW ARE CENSUS DATA USED?

Census data are widely and wisely used.

Census data are used in many ways. Some examples include:

- Distribution of more than \$675 billion annually in federal funds back to tribal, state, and local governments.
- Redistricting of state legislative districts.
- Forecasting future transportation needs for all segments of the population.
- Determining areas eligible for housing assistance and rehabilitation loans.
- Assisting federal, tribal, state, and local governments in planning and implementing programs, services, and emergency response.
- Designing facilities for people with disabilities, the elderly, and children.



ARE CENSUS DATA REALLY CONFIDENTIAL?

ABSOLUTELY!

All responses to Census Bureau surveys and censuses are confidential and protected under Title 13 of the U.S. Code. Under this law, the Census Bureau is required to keep respondent information confidential. We will never share a respondent's personal information with immigration enforcement agencies, like ICE; law enforcement agencies, like the FBI or police; or allow it to be used to determine their eligibility for government benefits. The results from any census or survey are reported in statistical format only.

Individual records from the decennial censuses are, by law (Title 44, U.S. Code), confidential for 72 years.

In addition, under Title 13, U.S. Code, all Census Bureau employees swear a lifetime oath to protect respondent data. It is a felony for any Census Bureau employee to disclose any confidential census information during or after employment, and the penalty for wrongful disclosure is up to 5 years imprisonment and/or a fine of \$250,000.



WHAT ARE COMPLETE COUNT COMMITTEES?

Complete Count Committees

Complete Count Committees (CCC) are volunteer committees established by tribal, state, and local governments and community leaders or organizations to increase awareness and motivate residents to respond to the 2020 Census. CCCs serve as state and local “census ambassador” groups that play an integral part in ensuring a complete and accurate count of the community in the 2020 Census. Success of the census depends on community involvement at every level. The U.S. Census Bureau cannot conduct the 2020 Census alone.

There are three kinds of Complete Count Committees (other than the State Level CCC):

- Tribal.
- State and local government (regional, county, city, or town).
- Community.

A Complete Count Committee should be formed to:

- Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire through a focused, structured, neighbor-to-neighbor program.
- Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
- Bring together a cross section of community members whose focus is 2020 Census awareness.

Let's take a look at these and review the differences between the common types and sizes.

Tribal and Government Complete Count Committees

Complete Count Committees are usually formed by the highest elected official in that jurisdiction, such as a tribal leader, a mayor, county commissioner, or regional chairman. The highest elected official may appoint a chair of the CCC and may then appoint members of the community to serve as members of the CCC. Members appointed could be representative of a cross section of the community, be willing and able to serve until the census is over, and help implement a creative outreach campaign in areas that may pose a challenge in 2020. Members could include persons from the areas of education, media, business, religion, philanthropy, and community groups. Most local government CCCs are small to medium size, depending on the jurisdiction. A town may have a small committee with only 3–5 members, while a city may be medium to large size with anywhere from 10 to more than 100 members, depending the size of the city or tribe.

Since state, county, and regional CCCs cover a larger geography, they tend to be larger in size, with 20–50 members. The size and number of members depends on what works best for each jurisdiction and what will make the most effective and successful

committee. Mayors, county commissioners, and heads of regional boards understand the importance of getting a complete and accurate census count and how census data impact their communities. In previous censuses, the most productive government CCCs had a subcommittee structure. Examples of subcommittees and what they do are covered under “What Is the Subcommittee Structure of a CCC?”

Examples of Tribal and Government Complete Count Committee Strategies

Nationwide, there were over 10,000 Complete Count Committees formed with the Census Bureau during the 2010 Census and the majority of them were local government committees. Here are some of the strategies that worked for them:

- Allocate/obtain funds for the CCC and assign a staff person to work with the committee.
- Set clear, achievable goals and objectives.
- Identify areas of the community that may need extra efforts, either a geographical area or a population group that might be hard to count.
- Use a “grassroots” approach working with community-based organizations and groups who have direct contact with households who may be hard to count.
- Create promotional materials and products customized for the local area.
- Implement special events such as Census Day “Be Counted” parades.
- Build awareness of the census and its benefits and motivate response through social media, newsletters, and other communications.

Sample Activities of Tribal and Government Complete Count Committees

2018–2019

- Develop a list of barriers, groups, or concerns that might impede the progress of the 2020 Census in your local area, such as recent immigrants, non-English speaking groups, high crime areas, and areas with gated communities.
- Create ways to dispel myths and alleviate fears about the privacy and confidentiality of census data.

- Place census messages on water bills, property tax bills, social media, and local speeches and other correspondence generated by the jurisdiction.
- Host a Census Solutions Workshop (see Appendix C) with others in the community.
- Develop and implement activities to involve local government employees in the 2020 Census Awareness Campaign.
- Encourage corporations to become official sponsors of your census activities.
- Have census posters, banners, and other signage placed in highly visible public locations.
- Include the 2020 Census logo and message on bus schedules, brochures, newsletters, social media sites, and your local jurisdiction Web site.
- Sponsor a census booth at county fairs, carnivals, and festivals (especially cultural or ethnic celebrations).
- Sponsor a contest to design a sticker or poster promoting the 2020 Census.
- Have census information available during voter registration drives.

January–March 2020

- Add a census message during meetings, events, and to written or digital/electronic correspondence like social media.
- Provide information on federally funded programs that have benefitted the community.
- Plan a major promotional event around the start of self-response or when households get their invitation to respond. Advise communities that they can respond to the census online.
- Saturate public access areas with easy-to-read and understandable census information customized for your community.
- Ask elected officials to encourage households to complete the census online, by phone, or return the questionnaire by mail.

- Place a census message on all municipal marquees urging households to complete the questionnaire online, by phone, or by mail.

April 2020

- Place public service announcements in local media encouraging households to respond.
- Have census rallies or parades.
- Urge households who do not respond to cooperate with census takers.

Community Complete Count Committees

Community Complete Count Committees are often formed in areas that do not have a government CCC or areas that may require a more targeted outreach approach. Community CCCs may be formed by a community group/organization or a coalition of several organizations. For example, an organization in a predominately elderly community may want to form a CCC in order to build awareness among that population and encourage them to respond when the invitations to respond are delivered. A tenants' association may form a committee to educate tenants about the census and help those needing assistance in completing their census. Community CCCs identify their own chair and committee members. They may choose individuals who are influential leaders or gatekeepers in the community to serve as members or others that will help accomplish the goals of the committee. They may also include foundations or philanthropy groups to fund the committee's activities around a particular audience. Community CCCs are usually small to medium in size with anywhere from 5 to 25 members depending on the sponsoring organization(s) and the size of the community it represents.

Small committees may not need subcommittees, however larger committees may find this structure helps them focus and work more effectively.

Examples of Community Complete Count Committee Strategies

A number of organizations formed Community CCCs in previous censuses. Some examples of these organizations are Community Action Groups, Hispanic Service Center, Delta Sigma Theta Sorority, and Human Development Commission.

Here are some suggestions that worked for them:

- Set clear achievable goals and objectives.
- Identify what the committee will focus on. Some examples include increasing the response rate in public housing communities among cultural/ethnic groups in your area or among students in colleges/universities, outreach and promotion to youth and elderly in the community, or a global approach if no other CCCs are in the area.
- Develop an action plan that includes activities and events which will support your efforts and help you meet your goals and objectives.
- Create promotional materials that appeal to your community.
- Implement special events that will generate interest and participation in the census.
- Use social media to engage your community.

Sample Activities of Community Complete Count Committees

2018–2019

- Make a list of community-based organizations in your area. Hold a meeting with leaders of the organizations and solicit their help in creating a census awareness campaign targeted to community members.
- Host a Census Solutions Workshop with other community-based organizations in your area to come up with innovative and engaging ways to reach your communities.
- Check the community calendar in your area for events. Contact organizations to see if you can have a census table to pass out census materials to increase awareness.
- Plan and solicit sponsors for a “Census Day/Night Street Festival” in late 2019. Think of creative games or activities where census information can be incorporated.

- Develop a 2019 Census Activity Calendar, ask organizations to choose a month in which they will sponsor census activities or promote census awareness.
- Ask organizations to include a census article or message in all of their publications and social media channels from April 2019 to July 2020.

January–March 2020

- Encourage organizations to include 2020 Census on the agenda of their meetings, workshops, or conferences.
- Distribute/post on social media fliers announcing the invitation to respond to the census at busy locations in the community.
- Make public statements of support and the importance of participating in the 2020 Census.

April 2020

- Encourage households to complete the questionnaire online, by phone, or by mail.
- Plan a Census Day event to motivate the community response.
- Look online or check with your census contact person about response rates for your community. If rates are low, plan special events or activities to motivate individuals to respond.
- Remind households if they didn’t respond online, by phone, or mail their questionnaire back, a census worker may come to their home. Encourage households to cooperate with census workers.

May 2020

- Continue to encourage community individuals to cooperate with census workers.
- Evaluate what worked best for your community and briefly report this information to your census contact.
- Celebrate your success and thank all those involved in making it happen.



WHEN SHOULD A COMPLETE COUNT COMMITTEE ORGANIZE?

Get Organized RIGHT NOW!

Although the 2020 Census may seem a ways off, the census awareness campaign should start TODAY. The 2020 Census jobs are being advertised. Households will begin to experience, by the end of 2019, some type of census operation such as address listing. These operations are necessary to verify the accuracy and location of each address in the United States.

The immediate formation of a CCC will ensure that local households are kept abreast of the various census operations before the information is nationally circulated.

The more informed households are about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to be a part of the successful enumeration in 2020.



WHAT IS THE SUBCOMMITTEE STRUCTURE OF A CCC?

The Structure

The Census Bureau partnership staff will serve as a liaison or an informational resource.

The operation of the CCC flows from the tribal leader or highest elected official or community leader to the chairperson, the committee members, and/or to the community at large.

The tribal leader or highest elected official or community leader appoints a chairperson. The chairperson is the liaison or main source of contact between the CCC and the Census Bureau.

The chairperson collaborates with the highest elected official or community leader to select subcommittee chairs.

The CCC should involve every aspect of a local community in its subcommittee structure—government, education, faith-based organizations, media, community-based organizations, business, foundations or other philanthropic organizations, and recruiting. **The Census Bureau does not manage Complete Count Committees.**

The following are examples of a typical subcommittee structure. Other subcommittees may be formed based on the focus of the CCC or the needs of the community. Examples of other subcommittee topics are migrant and seasonal farmworkers, children/youth services, immigrants, senior services, and the disabled community.

The subcommittee chairpersons may recruit members for their respective teams. The ideal candidates for a Complete Count Committee are those community members who have

expertise, influence, and experience in the area of the respective committee. Committees that invest time, resources, and energy in this project are more productive and successful.

Recruiting subcommittee—Disseminates information about census job openings for the 2020 Census. Information will include the number of jobs available and types of jobs available.

Government subcommittee—Assists in all activities between the Census Bureau and the local government, such as participation in decennial geography programs and identifying other resources for CCC activities.

Education subcommittee—Facilitates census awareness for local schools from prekindergarten through twelfth grade, as well as postsecondary education institutions in the area. May also encourage school administrators, teachers, and students to use Statistics in Schools materials.

Faith-based subcommittee—Creates and coordinates activities and materials that can be

used by any local faith-based institution in the promotion of the 2020 Census awareness and participation.

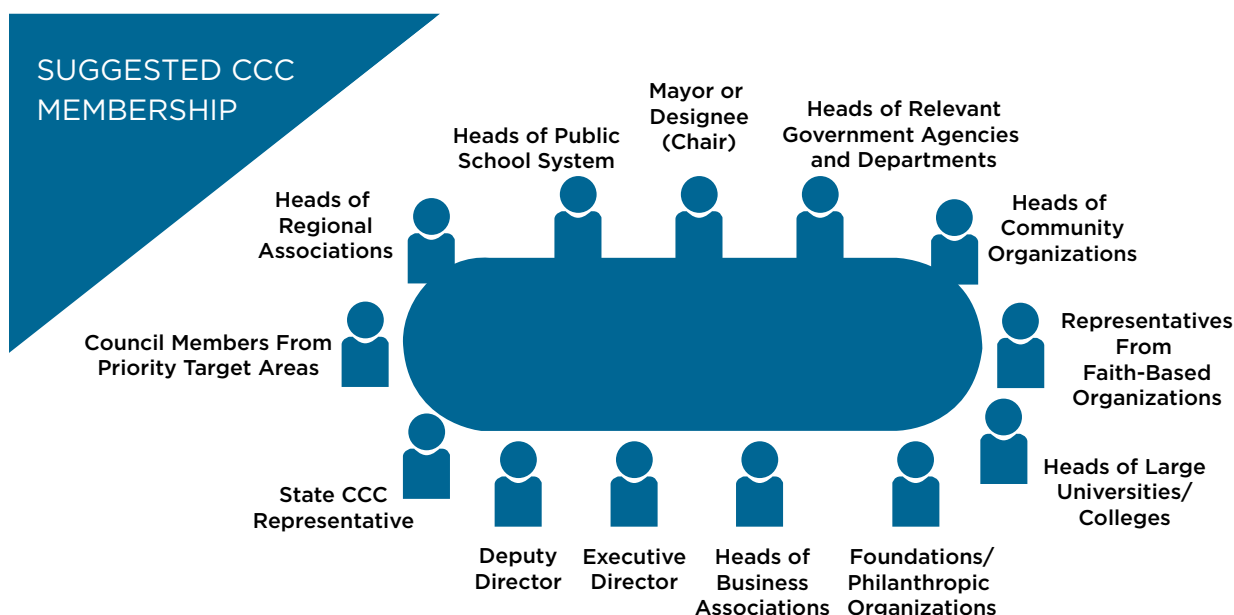
Media subcommittee—Facilitates ways to get the census message to all community households, using all available sources such as local newspapers, newsletters, fliers, local festivals, billboards, social media, radio, and television.

Community-based organizations subcommittee—Collaborates with community organizations to inform individuals of the importance of participating in the 2020 Census and the benefits derived from census data.

Business subcommittee—Creates and coordinates activities that involve businesses in census awareness, such as distribution of census information and census messages on packaging (grocery bags) and the inclusion of the census logo and message on sales promotion materials.

Figure 1.

Suggested CCC Membership



*Partnership Specialist is advisor and Census Bureau liaison to Municipal CCCs



SUMMARY: THE BENEFITS OF COMPLETE COUNT COMMITTEES

CCCs speak the language of and know the pulse of its community, therefore establishing an information highway that even the internet cannot rival—neighbor informing neighbor.

The CCCs will help ensure an accurate 2020 Census count.

The CCCs gain valuable knowledge about the census process at the local level and develop a plan to impart that knowledge to each and every household as only neighbors and fellow stakeholders can do.

The CCCs help maximize participation and response rates by increasing awareness throughout the 2020 Census.

APPENDIX A:

50 WAYS CENSUS DATA ARE USED

- Decision making at all levels of government.
- Drawing federal, state, and local legislative districts.
- Attracting new businesses to state and local areas.
- Distributing over \$675 billion annually in federal funds and even more in state funds.
- Forecasting future transportation needs for all segments of the population.
- Planning for hospitals, nursing homes, clinics, and the location of other health services.
- Forecasting future housing needs for all segments of the population.
- Directing funds for services for people in poverty.
- Designing public safety strategies.
- Development of rural areas.
- Analyzing local trends.
- Estimating the number of people displaced by natural disasters.
- Developing assistance programs for American Indians and Alaska Natives.
- Creating maps to speed emergency services to households in need of assistance.
- Delivering goods and services to local markets.
- Designing facilities for people with disabilities, the elderly, or children.
- Planning future government services.
- Planning investments and evaluating financial risk.
- Publishing economic and statistical reports about the United States and its people.
- Facilitating scientific research.
- Developing “intelligent” maps for government and business.
- Providing proof of age, relationship, or residence certificates provided by the Census Bureau.
- Distributing medical research.
- Reapportioning seats in the House of Representatives.
- Planning and researching for media as background for news stories.
- Drawing school district boundaries.
- Planning budgets for government at all levels.
- Spotting trends in the economic well-being of the nation.
- Planning for public transportation services.
- Planning health and educational services for people with disabilities.
- Establishing fair market rents and enforcing fair lending practices.
- Directing services to children and adults with limited English proficiency.
- Planning urban land use.
- Planning outreach strategies.
- Understanding labor supply.
- Assessing the potential for spread of communicable diseases.
- Making business decisions.
- Understanding consumer needs.
- Planning for faith-based organizations.
- Locating factory sites and distribution centers.
- Distributing catalogs and developing direct mail pieces.
- Setting a standard for creating both public and private sector surveys.
- Evaluating programs in different geographic areas.
- Providing genealogical research.
- Planning for school projects.
- Developing adult education programs.
- Researching historical subject areas.
- Determining areas eligible for housing assistance and rehabilitation loans.

APPENDIX B:

UNDERSTANDING THE

LANGUAGE OF THE 2020 CENSUS

GLOSSARY

The 2020 Census From A to Z

A

Address Canvassing

The Address Canvassing program implements methods to improve and refine the U.S. Census Bureau's address list in advance of the 2020 Census enumeration. The Census Bureau needs the address and physical location of each living quarter in the United States and Puerto Rico to conduct and tabulate the census. An accurate list ensures that residents will be invited to participate in the census and that the census counts residents in the correct location.

American Community Survey (ACS)

A monthly sample household survey conducted by the Census Bureau to obtain information similar to the long-form census questionnaire. The ACS is sent to a small percentage of the U.S. population on a rotating basis. First tested in 1995, it replaced the long form for the 2010 Census. Since 2004, ACS has provided annual data for social and economic characteristics for many geographic areas and population groups.

Area Census Office (ACO)

A temporary office established to oversee census operations in a specific area. These operations include address listing field work, local recruiting, and visiting households to conduct the 2020 Census.

C

Census Bureau

An agency within the U.S. Department of Commerce and the country's preeminent statistical collection and dissemination agency. It publishes a wide variety of statistical data about people, housing, and the economy of the nation. The Census Bureau conducts approximately 200 annual surveys, conducts the

decennial census of the U.S. population and housing, the quinquennial economic census, and the census of governments.

Census Day

The reference date for collection of information for a census. For the decennial census, this has been April 1 of the decade year (year ending with zero) since the 1930 Census. April 1, 2020, is the reference date, Census Day, for the 2020 Census.

Census Information Center (CIC)

The CIC program was established in 1988, when the Census Bureau and the National Urban League entered into a joint agreement to create a pilot project to make census data and information available to minority communities. Over the next 2 years, the Census Bureau added four additional organizations to the pilot program; the National Council of La Raza, the Asian and Pacific Islander American Health Forum, Americans for Indian Opportunity, and the Southwest Voter Research Institute (now the William C. Velasquez Institute).

In 2000, the CIC network became an official Census Bureau program. That year, the Census Bureau expanded the network to a total of 59 organizations.

Census Solutions Workshop

A Census Solutions Workshop is a creative, collaborative, problem-solving event that brings together diverse thinkers. The Census Solutions Workshop is specifically geared to generate new ways of communicating the importance of census data, reaching hard-to-count populations, and encouraging participation in Census Bureau surveys and programs.

Commitment

An agreement or pledge to carry out a particular task or activity that will in some way help the census achieve its goals.

Complete Count Committee (CCC)

A volunteer committee established by tribal, state, and local governments, and/or community organizations to include a cross section of community leaders, including representatives from government agencies; education, business, and religious organizations; community agencies; minority organizations; and the media. The committees are charged with developing and implementing a 2020 Census outreach, promotion, recruiting, and enumeration assistance plan of action designed to target and address the needs of their communities.

Confidentiality

The guarantee made by law (Title 13, U.S. Code) to individuals who provide information to the Census Bureau, ensuring that the Census Bureau will not reveal information to others.

D

Decennial Census

The census of population and housing taken by the Census Bureau in each year ending in zero. Article I, Section 2, of the U.S. Constitution requires that a census be taken every 10 years for the purpose of apportioning the U.S. House of Representatives. The first census of population was taken in 1790.

E

Enumeration

The process of interviewing people and recording the information on census forms.

Enumerator

A Census Bureau employee who collects census information by visiting households during census field operations.

G

Group Quarters (GQ)

The Census Bureau classifies all people not living in housing units as living in group quarters. There are two types of group quarters: institutional group

quarters (for example, correctional facilities for adults, nursing homes, and hospice facilities) and noninstitutional group quarters (for example, college/university student housing, military quarters, and group homes).

H

Hard to Count (HTC)

Groups or populations who have historically been undercounted and/or traditionally have not responded well to the decennial census questionnaire, such as ethnic/minority populations, renters, and low income households.

Hard to Enumerate (HTE)

An area for which the environment or population may present difficulties for enumeration.

Highest Elected Official (HEO)

The elected or appointed person who is the chief executive official of a governmental unit and is most responsible for the governmental activities of the governmental unit such as the governor of a state, chair of a county commission, or mayor of an incorporated place, tribal leader, or chairman.

Household (HH)

A person or group of people who occupy a housing unit as their usual place of residence. The number of households equals the number of occupied housing units in a census.

Housing Unit (HU)

A house, townhouse, mobile home or trailer, apartment, group of rooms, or single room that is occupied as separate living quarters or, if vacant, is intended for occupancy as separate living quarters.

M

Master Address File (MAF)

A Census Bureau computer file of every address and physical location, including their geographic locations, that will be used to conduct the next decennial census, as well as some ongoing surveys. This address file is updated throughout the decade and is supplemented by information provided by tribal, state, and local governments.

N

Nonresponse (NR)

A housing unit for which the Census Bureau does not have a completed questionnaire and from which the Census Bureau did not receive a telephone or Internet response.

Nonresponse Followup (NRFU)

A field operation designed to obtain a completed interview from households where a self-response was not received. Enumerators will make personal visits to these households to obtain completed interviews. The enumerator will collect respondents' answers to interview questions or information about the status of the housing unit (for example, vacant or nonexistent). If all attempts to contact the individuals of a household are unsuccessful, an enumerator will obtain as much information as possible about the household from a neighbor, building manager, or another reliable source.

P

Partner

A partner is a group or individual that commits to participate in some way with census activities.

Partnership

An agreement with tribal, state, and local governments, national organizations, and community groups (faith-based organizations, businesses, media, schools, etc.) that allows their active participation in various census activities.

Partnership Specialist

The Partnership Specialist takes a lead role in outreach and promotional efforts before and during census operations. Their main duties are increasing awareness and outreach in communities and gaining cooperation and participation from those communities.

Privacy Act

The Privacy Act of 1974 requires that each federal agency advise respondents of their rights. Specifically, every respondent must know under what law the information is being collected, how the information will be used, whether he or she must answer the questions, and the consequences of not answering the questions.

R

Regional Census Center (RCC)

One of six temporary Census Bureau offices established to manage census field office and local census office activities and to conduct geographic programs and support operations.

Regional Office (RO)

One of six permanent Census Bureau offices that direct and advise local census offices for the 2020 Census. The Regional Office also conducts some one-time and ongoing Census Bureau surveys, such as the Current Population Survey (CPS), which is used to publish unemployment figures each month, and the American Community Survey (ACS), a nationwide survey designed to obtain information similar to long-form data and to provide communities a fresh, more current look at how they are changing.

Respondent

The person who answers the Census Bureau's questions about his or her living quarters and its occupants. The respondent is usually the member of the household who owns or rents the living quarters.

Response Outreach Area Mapper (ROAM)

A Web mapping application developed to make it easier to identify hard-to-count areas and to provide a socioeconomic and demographic characteristic profile of these areas using American Community Survey estimates available in the Census Bureau Planning Database, available at <www.census.gov/roam>.

S

Self-Response

Self-response is where households complete and return their census questionnaire in a timely manner, directly to the Census Bureau, without requiring a census worker to visit the house to obtain their responses in person. Self-response—by internet, mail, or phone—is significantly less costly than in-person followup.

State Data Center (SDC)

The State Data Center (SDC) program is one of the Census Bureau's longest and most successful partnerships. This partnership between the 50 states, the

District of Columbia, Puerto Rico, the island areas, and the Census Bureau was created in 1978 to make data available locally to the public through a network of state agencies, universities, libraries, and regional, and local governments.

The SDC lead organization is appointed by the Governor of each state/commonwealth, Puerto Rico, the Island Areas (American Samoa, Guam, The Commonwealth of the Northern Mariana Islands, Virgin Islands) or the mayor of the District of Columbia.

Since its creation, the SDC network has provided access and education on Census Bureau data and products as well as other statistical resources to millions of data users.

Statistics in Schools (SIS)

A national program component of the 2020 Census with an emphasis on kindergarten through eighth grade students in schools located in hard-to-count areas. The purpose of Statistics in Schools is to educate all of the nation's K-12 students about the importance of the 2020 Census.

T

Title 13 (U.S. Code)

The collection of laws under which the Census Bureau operates. This law guarantees the confidentiality of census information and establishes penalties for disclosing this information. It also provides the authorization for conducting censuses in Puerto Rico and the Island Areas.

Transitory Locations

Sites that contain movable or mobile housing that may include transitory units such as boats, motorized recreational vehicles or trailers, tents, or other types of portable housing.

Transitory locations also include hotels or motels if being occupied on a transitory basis because the occupants have no other residence.

U

Update Enumerate (UE)

The UE operation is designed to update the address and feature data and enumerate respondents in person. UE is designated to occur in areas where the initial visit requires enumerating while updating the address frame, in particular in remote geographic areas that have unique challenges associated with accessibility.

Update Leave (UL)

This operation is designed to update the address and feature data and leave a choice questionnaire package at every housing unit (HU) identified to allow the household to self-respond. UL is designed to occur in areas where the majority of HU do not either have mail delivered to the physical location of the housing unit, or the mail delivery information for the HU cannot be verified.

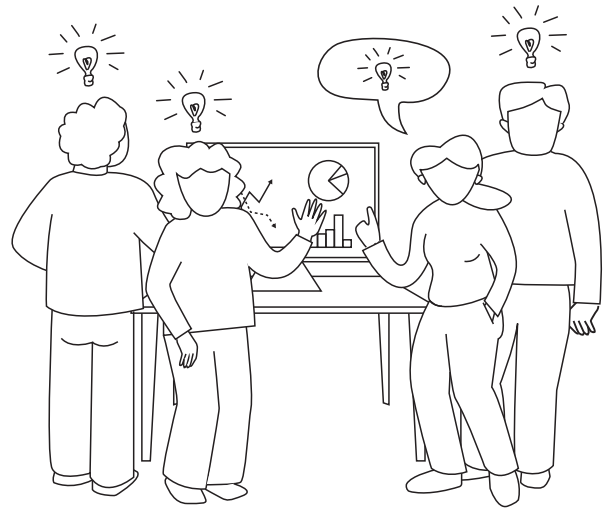
V

Value Added

Refers to any service or activity provided by partners that would ordinarily require payment such as room/space for training, use of staff time, and use of other business resources.

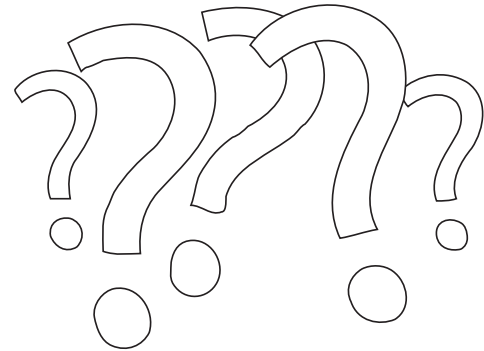
What Is A Census Solutions Workshop?

A solutions workshop is a creative, collaborative, problem-solving event that brings together diverse thinkers. A Census Solutions Workshop generates new ways of communicating the importance of census data, reaching hard-to-count populations, and encouraging participation in Census Bureau surveys and programs.



Why It Matters

A complete count ensures accurate census data that is critical for government programs, policies, and decision-making, but participation in Census Bureau surveys has declined in recent decades. We want to support your efforts to generate innovative and engaging ways to reach your communities.



How Can You Host A Workshop?

Businesses, city officials, community-based organizations, or anyone else can host a workshop. We created a toolkit to give you step-by-step guidance on how to host one.

The toolkit is available at:
www.census.gov/partners.

For more information, please contact us at:
census.partners@census.gov.





CONTACT INFORMATION

For additional information about the Complete Count Committee Program, please contact your regional census center.

If you reside in:	Please contact:
Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, and South Carolina	ATLANTA Atlanta.rcc.partnership@2020census.gov
Arkansas, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, and Wisconsin	CHICAGO Chicago.rcc.partnership@2020census.gov
Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Oklahoma, Texas, Utah, and Wyoming	DALLAS Dallas.rcc.partnership@2020census.gov
Alaska, California, Hawaii, Idaho, Nevada, Oregon, and Washington	LOS ANGELES Los.Angeles.rcc.partnership@2020census.gov
Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, Vermont, and Puerto Rico	NEW YORK New.York.rcc.partnership@2020census.gov
Delaware, District of Columbia, Kentucky, Maryland, Ohio, Pennsylvania, Tennessee, Virginia, and West Virginia	PHILADELPHIA Philadelphia.rcc.partnership@2020census.gov



WORK SESSION AGENDA ITEM

SUBJECT: MARTA EXPANSION RESOLUTION

- | | | |
|--|--|--|
| ☐ ORDINANCE | ☐ POLICY | ☐ STATUS REPORT |
| ☐ DISCUSSION ONLY | ☒ RESOLUTION | ☐ OTHER |

Work Session:

SUBMITTED BY: Council Member George Turner

PURPOSE:

To request that Metropolitan Atlanta Rapid Transit Authority ("MARTA") take into consideration the integration of a state of the art, high speed mass transit system along the southeast corridor to Stonecrest Mall.

HISTORY:

South DeKalb County residents have paid a one-cent tax to fund MARTA operations and capital improvement since 1972

FACTS AND ISSUES:

There has been no rail expansion in South DeKalb County, while MARTA has extended rail to stations in Central DeKalb in the year 1993 (Indian Creek), and to North Fulton County & North DeKalb County in the year 1996 (Buckhead, Medical Center, Dunwoody) and the year 2000 (Sandy Springs & North Springs); In April 2012, the MARTA Board of Directors approved a Heavy Rail Extension from the Indian Creek station to run parallel along Interstate-285 South, continuing east along Interstate-20 to the Stonecrest Mall area as a locally preferred alternative (LPA)

OPTIONS:

RECOMMENDED ACTION:

RESOLUTION OF THE CITY OF STONECREST, GEORGIA

Purpose: To request that Metropolitan Atlanta Rapid Transit Authority ("MARTA") take into consideration the integration of a state of the art, high speed mass transit system along the southeast corridor to Stonecrest Mall.

WHEREAS, South DeKalb County residents have paid a one-cent tax to fund MARTA operations and capital improvement since 1972; and

WHEREAS, There has been no rail expansion in South DeKalb County, while MARTA has extended rail to stations in Central DeKalb in the year 1993 (Indian Creek), and to North Fulton County & North DeKalb County in the year 1996 (Buckhead, Medical Center, Dunwoody) and the year 2000 (Sandy Springs & North Springs); and

WHEREAS, In April 2012, the MARTA Board of Directors approved a Heavy Rail Extension from the Indian Creek station to run parallel along Interstate-285 South, continuing east along Interstate-20 to the Stonecrest Mall area as a locally preferred alternative (LPA); and

WHEREAS, Residents of South/Southeast DeKalb County have limited access to the existing MARTA rail system and have expressed a desire to extend rail from the City of Atlanta to the City of Stonecrest.

NOW THEREFORE, BE IT RESOLVED THAT the elected members of the Stonecrest City government support extension of rail along the east side of Interstate-20 in South DeKalb County from the City of Atlanta to the City of Stonecrest as a part of the overall DeKalb County Mass Transit Plan, in conjunction with other high capacity state of the art transportation such as light rail, bus rapid transit and the current bus system,

BE IT FURTHER RESOLVED THAT the elected members of the Stonecrest City Council hereby appeal to the appointed members of the MARTA Board of Directors and CEO, as well as the DeKalb County Board of Commissioners and CEO, to include in the DeKalb County Mass Transit Plan a written proposal for any state of the art high capacity alternatives to extend the existing MARTA rail system from the City of Atlanta to the City of Stonecrest. Such proposals should include a comprehensive cost analysis and implementation timeline to enable the Stonecrest Mayor and City Council to make informed decisions regarding current and future transit plans.

This _____ day of April, 2019

Jason Lary, Mayor