



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 MEETING AGENDA

February 11, 2019

7:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL:** Leah Rodriguez, Acting City Clerk
- III. **INVOCATION:**
- IV. **PLEDGE OF ALLEGIANCE:**
- V. **ADOPTION OF THE CITY COUNCIL AGENDA:**
- VI. **MINUTES:**
- VII. **PRESENTATION:**
- VIII. **PUBLIC COMMENTS:**
- IX. **AGENDA ITEMS:**
- X. **CONSENT AGENDA ITEMS:**
 1. 2019 Zoning Calendar
 2. Mauldin & Jenkins Agreement: Auditing Services
- XI. **OLD BUSINESS**
 1. Purchasing Policy Amendment: 2nd Read
 2. Quicket Agreement

3. SPLOST Committee
4. Arabia Mountain Overlay - 2nd Read
5. Short Term Vacation Rentals – 2nd Read
6. Bates & Carter Agreement: Municipal Finance Services
7. SPLOST Program Management
8. Comprehensive Transportation Plan

XII. NEW BUSINESS:

1. Chapter 7- Building Code: 1st Read

XIII. PUBLIC HEARINGS:

XIV. CITY MANAGER COMMENTS:

XV. CITY ATTORNEY COMMENTS:

XVI. MAYOR AND COUNCIL COMMENTS:

XVII. ADJOURNMENT:

XVIII. EXECUTIVE SESSION:

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE



CITY COUNCIL AGENDA ITEM

SUBJECT: 2019 Zoning Calendar

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



CITY COUNCIL AGENDA ITEM

SUBJECT: Engagement Letter with Mauldin Jenkins for Auditing Services

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: City Manager

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



January 15, 2019

Honorable Mayor and Members of the
City Council
City of Stonecrest, Georgia
3120 Stonecrest Blvd
Stonecrest, Georgia 30038

Attn: Michael C. Harris, City Manager

We are pleased to confirm our understanding of the services we are to provide the City of Stonecrest, Georgia (the City) for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Stonecrest, Georgia as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Budgetary comparison for the General Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards

generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Stonecrest, Georgia and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Members of the City Council for the City of Stonecrest, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our

report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective,

Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Stonecrest, Georgia's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not

express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Stonecrest, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

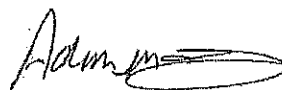
We expect to begin our audit on approximately April 29, 2019 and to issue our reports no later than June 30, 2019. Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services is based on the time required by the individuals assigned to the engagement, plus direct expenses. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Stonecrest, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of the City of Stonecrest, Georgia.

By: _____

Title: _____



CITY COUNCIL AGENDA ITEM

SUBJECT: Purchasing Policy Amendment: 2nd Read

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

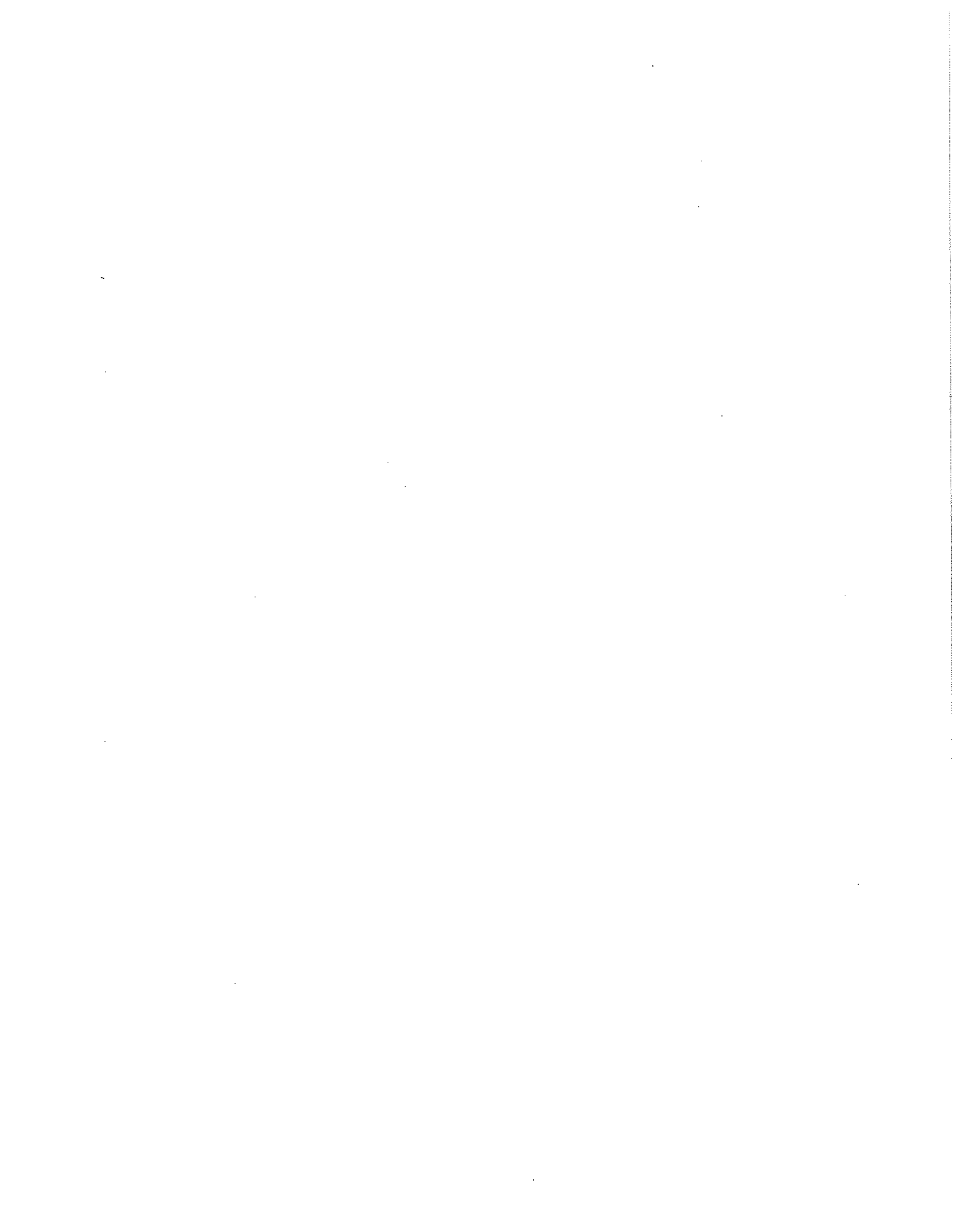
Purchasing Policy

- GG. ORDINANCE means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- HH. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- II. PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- JJ. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- KK. PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- LL. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.
- MM. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- NN. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- OO. PURCHASE ORDER means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- PP. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- QQ. PURCHASING AGENT means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- RR. REAL ESTATE means land and any improvements and appurtenances thereto.
- SS. REAL ESTATE ACQUISITION means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.



Purchasing Policy

- L. CONSTRUCTION means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials therefor. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- M. CONSTRUCTION SERVICES means services rendered by an independent and licensed contractor having expertise in Construction.
- N. CONTRACT means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- O. CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- P. CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- Q. EMPLOYEE means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term "employee" shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- R. EMERGENCY PROCUREMENT means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- S. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- T. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- U. GIFTS or FAVORS means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.



Purchasing Policy

II. Scope

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

As part of the audit process, the internal controls and accounting processes outsourced to municipal services Vendors will be evaluated and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is not exempt from the City's adopted Purchasing Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

The provisions of this policy do not apply to procurements for the following:

- A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 et seq.;
- B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- C. Land, artistic work, or other goods whose inherent nature is unique and cannot be competitively compared to other goods within its class, except as provided in Section VIII. Real Estate Acquisition;
- D. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
- E. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
- F. Insurance procured through a negotiating process;
- G. Items or services procured for resale or to generate a revenue;
- H. Advertising;
- I. Subscriptions and dues established during the budget process;
- J. Utilities;
- K. Seized Property included in a court order authorizing disposal; and
- L. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section XI.



Purchasing Policy

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Purchasing Policy

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- HH. PAYMENT TERMS means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- II. PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- JJ. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- KK. PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- LL. PRE-QUALIFICATION means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.
- MM. PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- NN. PROPOSER means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- OO. PURCHASE ORDER means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- PP. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- QQ. PURCHASING AGENT means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- RR. REAL ESTATE means land and any improvements and appurtenances thereto.
- SS. REAL ESTATE ACQUISITION means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.

Purchasing Policy

- TT. REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- UU. REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- VV. REQUISITION means an internal document, provided by a department to the Purchasing Agent that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- WW. RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- XX. RESPONSIVE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- YY. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- ZZ. SHORTLISTING means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- AAA. SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- BBB. SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given Purchasing need of the City.
- CCC. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

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DDD. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

EEE. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

FFF. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

GGG. THE USING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

IV. Ethics in Procurement

Each person involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Article IV. Whenever this Article IV conflicts with the City Code of Ethics, the City Code of Ethics shall control.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest.

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4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
5. The terms "immediate family" and "substantial interest" shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any Employee or Official or for any Employee or Official to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate, loan an offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business of such Vendor for the purchase of their Goods and Services are acceptable and are the property of the City.

Nothing in this section shall preclude an Employee or Official of the City from attending seminars, courses, lectures, briefings, or similar functions at any Vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the Vendor's products or services and is one which the City Manager determines would be of benefit to the City.

In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business related items of not more than nominal value from a Vendor.

Nothing contained in this section shall permit the Employee or Official to accept travel or lodging for less than the value thereof from any Vendor.

2. **Kickbacks and Rebates.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
3. **Contract Clause.** The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be conspicuously set forth in every Contract and Solicitation Documents therefore.
4. **Courtesies.** Employees may accept for themselves and members of their families common courtesies usually associated with customary business practices so long as a strict standard is enforced with respect to gifts, services, discounts, entertainment or consideration of any kind

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from suppliers of merchandise, services, supplies, etc. to the City. An example of a common courtesy is free pens or notepads with the Vendor's name on them.

5. Cash. It is never permissible for an Employee or Official to accept a gift in cash, cash equivalents, stocks or other forms of marketable securities of any amount.

C. Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for agreements with manufacturer representatives, or agents, including but not limited to commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors.

D. Use of Confidential Information

It shall be unethical for any Employee or Official knowingly to disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. Legal or disciplinary action by City Council. The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.
2. Legal or disciplinary action by City Manager. The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Ethics Policy.
3. Administrative penalties for Employees. The City Manager may impose any one or more of the following penalties or sanctions on an Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:
 - a) Oral or written warnings or reprimands.
 - b) Suspensions with or without pay for specified periods of time.
 - c) Termination of employment.

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4. Administrative penalties for outside contractors/Vendors. The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:

- a) Written warnings or reprimands.
- b) Termination of Contracts.
- c) Debarment or suspension.

G. Disclaimer of Responsibility for Improper Purchasing

The City may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from any procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

H. Vendor Contact During Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

V. **Responsibility**

A. Purchasing Agent

The City Council appoints the City Manager, or such other Employee appointed by the City Manager, to serve as the Purchasing Agent for the City, or the City Council may contract with an independent third party to serve as the Purchasing Agent under the direction and control of the City Manager (City Code Chapter ____, Article ____, Section ____).

DUTIES: The Purchasing Agent shall have the following duties and powers:

1. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, subject to the approval of the City Manager and/or the City Council.
2. Maintain a perpetual or periodic inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the Finance Director that include:

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- a) Titles of all formal solicitations and the method of source selections to be used.
 - b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
 - c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
 - d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
 - e) Amendments or change orders authorized by the Purchasing Agent and the dollar amount and reason.
 - f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
 - g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
3. Manage and supervise purchasing staff.
 4. Control and supervise all City storerooms and warehouses.
 5. Maintain and adhere to all City purchasing procedures and purchasing procedures manual which will be updated by City Manager periodically.
 6. Establish guidelines, within the purchasing procedures manual, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
 7. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
 8. Where in the best interest of the City, require Bid/Proposal Bonds, insurance and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.
 9. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Purchasing Agent, it is in the City's best interest to do so.

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10. Reject any and all bids, when in the opinion of the Purchasing Agent it is in the City's best interest to do so.
11. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
12. The City Council shall approve final Contracts and Amendments valued more than \$50,000.00 and execute and bind the City to such agreements. Contracts valued at less than \$50,000.00 may be approved, executed and delivered by the City Manager or designee of the City Manager with a copy of said contract to be delivered to the City Council by the City Clerk via email. No Contract shall be approved pursuant to this Subsection 12, unless the funds therefor have been appropriated in the budget of the City or otherwise by the City Council.
13. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
14. Make recommendations on Contract approval, rejection, Amendment, and cancellation.
15. Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
16. Plan and implement processes for the ongoing protection of the City's interests.
17. Recommend and implement policies and procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes.
18. Ensure all Contracts are reviewed and approved by the City Attorney as required by Section 3.08 of the City Charter.
19. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.
20. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
21. Ensure all procurements over \$50,000.00 have Council approval.

B. Using Department/Division (User)

1. Determine Need: The User is responsible for determining the need for a material or service and providing appropriate documentation and justification therefor, including a purchase requisition.

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2. Determine Funding: The User is responsible for providing proper funding. Specific budget account numbers must be on the purchase requisition.
3. Determine Specifications: The User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.
4. Purchase Requisition: It is imperative that the User transmits its need to the Purchasing Agent. The Purchasing Agent can only purchase supplies and services on the basis of an approved and completed Requisition. A properly approved Requisition contains, as a minimum, the following information:
 - a) Complete description and specifications.
 - b) Quantity.
 - c) Need date (lead time of at least one week, must be allowed).
 - d) Estimated cost.
 - e) Freight.
 - f) Complete budget account number.
 - g) Previous purchase information or quotation (if known).
 - h) Known or suggested Vendor(s).
 - i) Authorized approval of department head and division head.
 - j) Authorized approval from the Budget/Finance Department.
5. Acceptance of Procured Item or Service: Within 24 hours, the User is responsible for advising the Purchasing Office in writing on a receiving report the receipt of the Goods procured and whether or not such Goods are found to be unsatisfactory.

VI. Environmentally Preferable Goods and Services

In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the User. At a minimum, the City shall strive to whenever possible and practicable:

1. Purchase copy, computer, and fax paper with at least 30 percent post-consumer recycled content;

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2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions, including but not limited to the purchase of alternative fueled and hybrid vehicles;
3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
6. Replace disposable with re-usable, recyclable, or compostable Goods;
7. Consider Life Cycle Cost Assessment; and
8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

This analysis to determine environmentally preferable Goods Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery.

Specifically, factors that should be considered by the User when determining that Goods have environmentally preferable attributes include, but are not limited to:

1. Minimization of virgin, unrecycled material used in Goods;
2. Maximization of recycled materials used in Goods;
3. Life cycle economics of Goods and Services;
4. Reuse of existing Goods or materials in Goods;
5. Recyclability, biodegradability and compostability of Goods;
6. Minimization of packaging;
7. Reduction of energy and fuel consumption;
8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and

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11. Ultimate disposal of the Goods.

VII. Preference for Products Manufactured in Georgia

When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds \$100,000.00, the City shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which exceeds \$100,000.00 for the sole purpose of avoiding these requirements.

VII. Competitive Procurements

A. Request for Informal Written Quotes (IWQ)

Requests for Informal Written Quotes (IWQ) are prepared and issued with the goal of obtaining competitive responses.

Public notice is posted on the Purchasing Agent's Internet Web Page for all Requests for an IWQ in which the value is expected to exceed \$50,000.00. Additional public notice may be provided for solicitations that, in the sole discretion of the City, are of the size, type, or dollar value that make additional public notice appropriate.

Quotations are opened by the Purchasing Agent at the location indicated and on or after the due date indicated in the Request for an IWQ. A split or partial quotation may be awarded, if a Request for an IWQ is for multiple Goods or Services, more than one Vendor provides a quotation that meets the specifications for the items, and a price comparison can be made between the items quoted. The award may be split between more than one Vendor by awarding to the lowest cost provider of each item or reasonable grouping of items if acquisition, delivery, and other requirements can be reasonably administered. A Split or Partial Quotation Award shall not be used under the following conditions:

- a) When the solicitation is for an integrated system and the split of the award between components or parts of that system would jeopardize performance; or
- b) If the item is part of a system and the performance of that system would be jeopardized if another brand was substituted.

Tie quotations are handled in the same way as tie bids.

B. Invitation for Bids

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Invitation for Bids (IFB) are prepared and issued to prospective Bidders, with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services.

Public notice (such as publication in a newspaper of general circulation or posting on the Purchasing Agent's Internet Web page) of the IFB must be given a minimum of fourteen (14) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency requirement for Goods Capital Assets, Services or Construction Services exists, in which instance, the requirement for public notice may be reduced by the Purchasing Agent.

Bids shall be opened publicly in the presence of the Purchasing Agent or the designee of the Purchasing Agent and at least one other witness at the time and place designated in the Invitation for Bids. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.

Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial quotation awards.

Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:

- a) To the extent permitted by law, a tie Bidder from a Person having an office within the limits of the City would be recommended to the appropriate approving authority for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
- b) If the procedures in (a) above does not result in an award, then, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Purchasing Agent or the designee of the Purchasing Agent. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
- c) If the procedures in (a) and (b) above do not result in an award, then, to the extent permitted by law, a tie Bidder for Goods or Capital Assets deemed in the City's sole discretion to provide the most environmentally preferable Goods would be recommended to the appropriate approving authority for an award over one deemed environmentally inferior.
- d) If the procedures above do not result in an award, then, the Purchasing Agent or the designee of the Purchasing Agent in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the appropriate approving authority.

Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the IFB; however, minor irregularities may be waived by the City. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the IFB.

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Late bids will be rejected and returned unopened.

Bids will be evaluated based on the qualification factors set forth in the IFB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods or Capital Assets shall be used to determine whether particular Goods are responsive to the IFB, and not to determine the relative desirability between acceptable Goods or Capital Assets. The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

Except as otherwise provided by law, if no Responsive and Responsible Bids are received or all bids are rejected, the City may procure such Goods and Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the Invitation for Bid. The Bid may require a Contract.

C. Request for Proposals (RFP)

When the Purchasing Agent determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

Public notice of the RFP shall be given in the same manner as the procurement described in section VII, sub-section A of this policy.

Proposals shall be opened publicly by the Purchasing Agent, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what

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content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.

Late proposals will be rejected and returned unopened.

The RFP will identify the criteria to be considered and evaluated as the basis of award.

Proposals submitted by Responsible and Responsive Proposers are evaluated by Purchasing Agent or the designee of the Purchasing Agent based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria. Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to further negotiate with a Responsive and Responsible Proposer who has been selected for Contract award, or to reject any or all proposals for any reason whatsoever.

The Contract award will be awarded, if award is made, by the City to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. The RFP will contain the basis on which the award is to be made.

If no Responsive and Responsible proposals are received or all proposals are rejected, the City may procure such Goods, Capital Assets, Services, and Construction Services by Direct Negotiation as indicated below in Non-Competitive Procurement of Goods and Services, except as otherwise provided by law.

D. Request for Qualifications

Requests for Qualifications (RFQ) may be used when it is determined to be in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. Such service providers whose qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation. The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. Alternatively, the Purchasing Agent or designee may, by Direct Negotiation, finalize terms with service providers who are selected for award based on

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qualifications. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

E. Invitation to Negotiate

An Invitation to Negotiate (ITN) may be used when the City determines it is in its best interest to commence negotiation of price and other factors prior to recommendation of award, and it is approved by the City Manager. An ITN may be used for Goods, Capital Assets, Services, Construction Services or Professional Services when the scope of work is complex or difficult to define, if strict comparison of Goods, Capital Assets, Services, Construction Services or Professional Services required may be difficult because components are likely to vary among Proposers, or in any situation in which it is in the City's best interest to negotiate prior to recommendation of award to obtain the product that best meets the City's needs, price and other factors being considered.

The procedure for soliciting and opening initial responses to an ITN shall be the same as described herein for competitive, sealed proposals.

The ITN will identify the criteria to be considered during the evaluation of proposals.

All Responsive and Responsible proposals submitted are evaluated based upon the criteria applicable to the ITN. Clarification of information submitted in the proposal may be requested. The City reserves the right to waive any informalities or irregularities of proposals, to request additional information from any Proposer, or to reject any or all responses for any reason whatsoever.

The City may, at its sole discretion, shortlist firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the ITN, including price. The City may, at its sole discretion, ask for formal presentations from all of the Responsive and Responsible Proposers, or only from those firms that are Short-listed, if Short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephonic with all of the Proposers or, if Short-listing occurs, with all of the Short-listed Proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers.

The Contract Award will be awarded, if an award is made, by the City to the Responsive and Responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration price and other factors as indicated in the ITN. The City has no obligation to award the Contract to the Proposer that submits the lowest price; though justification should be documented.

F. Multi-step Solicitation

The City may initiate one of the multi-step solicitation processes described below when: (a) in the City's discretion, it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the City desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the City believes a multi-step process would best serve its purposes.

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1. Consecutive Multi-Step Process:

- a) The City may request unpriced proposals or statements of qualifications to be evaluated based on the criteria in the RFP or the RFQ for purposes of identifying one or more desirable or acceptable Goods, Capital Assets, Services, or Construction Services or for purposes of identifying a field of at least three (if possible and available) qualified or most qualified Bidders or Proposers. The City may request demonstrations, samples, or may conduct interviews with Proposers to aid in the identification of desirable or acceptable Goods, Services, or Professional Services or in the identification of qualified or most qualified Bidders or Proposers. In the event the City requests demonstrations or samples, the City is not required to seek or permit demonstrations or samples of Goods or Services deemed by the City to be less desirable or acceptable than other Goods or Services for which proposals or statements of qualifications were received. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposer deemed by the City to be unqualified or less qualified than other Proposers.
- b) After identifying a field of most qualified Bidders or Proposers with the capability of providing the desirable or acceptable Goods, Services, or Professional Services, the City may either follow a Competitive Award solicitation process among the field of Vendors identified as having the capability to meet the City's requirements for the procurement or by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

2. Simultaneous Multi-Step Process:

- a) The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.
- b) After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers, and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

3. Multi-Step Process to Award Continuing Purchasing Contracts

Purchasing Policy

- a) When it is in the best interest of the City to have pre-qualified, Continuing Purchasing Contracts because of the need to Provide quick-response, repetitive Services or a range of Services or Professional Services within a specific field of expertise, the City may use either a Consecutive or a Simultaneous Multi-Step Procurement Process to identify one or more Continuing Contractors. The purpose is to identify one or more Pre-Qualified and Approved Contractors that demonstrate the ability to perform a particular type of Service during a specified Contract period.
- b) Contract award - The multi-step solicitation shall specify the general types of Services required, the selection process to be used, and the selection criteria for award of the Pre-Qualified and Approved Contract(s).
- c) Award of a specific scope of work to a Pre-Qualified and Approved Contractor - During the term of the Continuing Contract(s), specific scopes of work may be developed and awarded to Pre-Qualified and Approved Contractor(s), by Amendment to such Continuing Contract(s), which shall be subject to approval by City Manager or City Council as a new contract, provided that the specific scope of work is consistent with the general types of Services upon which award of the Continuing Contract(s) was made.
- d) When there is more than one Pre-Qualified and Approved Contractor available to perform the specific scope of work defined, the process for award of the work is set forth below:
 - i. Work may be rotated during the Contract period between the Pre-Qualified and Approved Contractor(s) that were selected to perform the general type of Services required in the reasonable discretion of the director of the User department; or,
 - ii. Award may be made to the Pre-Qualified and Approved Contractor that is deemed, based on its original proposal, to be most advantageous to the City for the specific scope of work required, price and other factors being considered and without regard to rotation among selected contractors; or,
 - iii. Quotations, Bids or proposals may be requested from the Pre-Qualified and Approved Contractor(s) that were selected to perform the general type of Services or Professional Services required. The City may select the Contractor whose quotation, bid, or proposal is deemed to be most advantageous to the City to perform the specific scope of work required.

G. Online Reverse Auction

The City reserves the right to utilize this procurement method when advantageous. The process will be specified in the Solicitation Documents.

H. Performance Guarantee

A Bid/ Proposal Bond or Performance Bond may be required for any solicitation.

Purchasing Policy

I. Approval of Awards and Recommendations

Prior to the consummation of the purchase by the City of Goods, Services, or Professional Services, such purchase shall be approved by a person having approval authority over such purchase.

J. Forms

The Purchasing Agent shall provide and update all forms to procure Goods, Services, and Professional Services, as needed.

VIII. Non-Competitive Procurements

The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when competitive procurement is not practical, feasible, possible or desirable. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City, including but not limited to a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

A. Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturers' dealer and valid competition among dealers does not exist. The User must provide the justification for the Sole Source Procurement to the Purchasing Agent after approved by the City Manager or Council.

B. Single Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction and Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive market place which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The User must provide the justification for the Single Source Procurement to the Purchasing Agent after approval by the City Manager or City Council. The Purchasing Agent may elect to purchase particular brand name Goods or Services when the Goods or Services comprise a major brand system, program or service previously selected by the City and due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc.

C. Direct Negotiation

Following the completion of a Competitive Award solicitation process above that fails to produce a responsible or responsive Bidder or Proposer, fails to produce a qualified respondent, or for which all submissions were rejected for any reason, the City may procure the Goods, Capital Assets, Services, Construction Services or Professional Services that were the subject of such failed solicitation by Direct Negotiation with any provider of such Goods or Services when

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issuing a revised solicitation is not recommended by the City Manager with concurrence from legal counsel.

Direct Negotiation will be completed by the Purchasing Agent, assisted as needed by the User and legal counsel.

D. Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file.

If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Purchasing Agent, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Purchasing Agent within 24 hours.

E. Costs Under the Competitive Threshold

The Purchasing Agent with the consent of the City Manager, where applicable, may acquire Goods, Capital Assets, Construction Services and Professional Services appropriated by the City Council in the City budget or otherwise by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$50,000.00 and a properly executed and authorized Requisition is received. Under this non-competitive method, the Purchasing Agent shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. For Goods and Services under the competitive threshold but over \$5,000.00, the Purchasing Agent or User shall obtain, where possible, at least three quotes using the IWQ method as outlined in Section VII (A).

The User may acquire by Requisition Goods, Services, Construction Services and Professional Services appropriated by the City Council in the City budget or otherwise by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$5,000.00. Under this non-competitive method, the User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.

F. Direct Negotiation and Other Public Entities and Co-ops

The City may acquire Goods, Capital Assets and Services by Direct Negotiation or other method involving limited or no competition from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board,

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Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts:

Use of State/Co-Op Contracts: The Purchasing Agent may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

G. Real Estate Acquisition

1. Compliance with Applicable Regulations

All real estate acquisition activities shall conform to applicable federal, state (e.g. O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

2. Confidentiality

The City Council and City staff shall maintain the confidentiality of potential and on-going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.

3. Formal Approval

All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not prohibit or interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.

4. Appraisals

For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.

5. Land Acquisition Procurement Process

a. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.

b. City staff will work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.

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- c. City staff will regularly brief the City Council in Executive Session on properties the city is considering purchasing to receive direction on "terms and price" from the City Council.
- d. City staff will negotiate for "Letters of Intent" with land owners on properties the City Council has provided staff with direction on "terms and price".
- e. City staff will present the "Letter of Intent" at a public meeting, and at that time request a Resolution from the City Council authorizing the City Manager to execute a sales contract to purchase the real estate or to execute an agreement to lease the real estate using the Letter of Intent as the guidelines for a contract. (PUBLIC HEARING REQUIRED in the case of the purchase of real estate)
- f. City staff will make the "Letter of Intent" public on the city website and through a press release within 48 hours of the city receiving a fully executed copy of the "Letter of Intent."
- g. City staff will publish the executed sales contract or lease on the city website.
- h. City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to:
 - i. Environmental testing (Phase I required, Phase II and specialized testing if warranted);
 - ii. Production of an ALTA survey of the property;
 - iii. Production of a MAI appraisal of the property;
 - iv. Complete title work on the property; and
 - v. Other reasonable due diligence activities as warranted.
- i. City staff will present the findings of the due diligence on the property to be purchased at a public meeting and request a Resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property. (PUBLIC HEARING REQUIRED)

IX. General Procedures and Approval Authorizations

- A. Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.
- B. All negotiations of agreements for Goods and Services shall be conducted by the Purchasing Agent. It is recognized that special situations may exist where there is a special need for the User to be involved in the negotiation process. This must be in conjunction with the

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- Purchasing Agent at all times. The Purchasing Agent will make final recommendation for agreements.
- C. It is the responsibility of the Purchasing Agent to secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
 - D. Procurement by leasing, long-term financing, advance payments or deposits or any other special non-routine method must be approved in advance by the City Council.
 - E. In the case of Contracts (other than routine purchase orders), leases or service agreements (either new or renewals), the approval process is necessary. All such documents will be forwarded to the Purchasing Agent. The Purchasing Agent will acquire the necessary approvals prior to execution of any agreement, Contract or lease through the City Attorney's office. When said Contracts, leases or service agreements are up for renewal or expiration the Purchasing Agent will notify the User for approval to either maintain the Contract or bid a new Contract. The Purchasing Agent will be responsible for maintaining a file of all current Contracts, leases or service agreements.
 - F. The Purchasing Agent will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the User and approved by the Department Director and returned to Purchasing. The Purchasing Agent will be responsible for having the Contract signed by the City Manager or their designee after it is signed by the Vendor.
 - G. Once the Contract is officially executed, the original of the Contract will be filed in the City Clerk's office.
 - H. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Purchasing Agent will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If a quoted price of the change order is less than \$5,000.00, and 5% of the contract amount, the requisition will be processed pursuant to the requirements of Section V(A)(12) of this Purchasing Policy. Any requisitions with a change order of \$5,000.00, or 5% of the contract amount, or more shall require City Council approval. The Purchasing Agent cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.
 - I. The Purchasing Agent and the User share the responsibility to ensure the quality, delivery and payment of required Goods and Services.
 - J. Final adjudication of any dispute between the Vendor and User shall be made by the Purchasing Agent with appropriate input from the User.
 - K. In most cases, contact with Vendors regarding the Contract will be by the Purchasing Agent and in conjunction with the User as necessary. All Vendors must coordinate with the Purchasing Agent before visiting any other City department regarding the Contract. All visits regarding the Contract must be made with the knowledge of the Purchasing Agent and the

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Purchasing Agent has the option of accompanying the visitor. It is recognized that this restriction on visitation will not necessarily apply to those Vendors with ongoing relationships such as computer and copy machine service technicians.

L. All returns of Goods or Capital Assets must be initiated by the User through the Purchasing Agent. Additionally, all Amendments or cancellation to any agreements must be made by the Purchasing Agent.

M. It shall be the responsibility of the User to ensure that purchased Goods and Capital Assets are received, inspected and verified as to condition. Since the department head signed the purchase requisition, that person cannot be the receiver of the Goods and must appoint an individual within the department to be the receiver of the Goods and Services.

N. Protests

a) Right to protest. Any Person who is aggrieved in connection with the solicitation or award of a Contract may protest to the City. Protestors shall seek resolution of their complaints initially with the City Manager. All protests must be submitted in writing to the City Manager within three (3) business days of award of the contract. The complaint shall specify the alleged act or omission by the City that provides the basis for the complaint.

b) Upon the filing of a written complaint, the City Manager, within three (3) business days, shall request a response from the Purchasing Agent. The Purchasing Agent's response will be returned to the City Manager within seven (7) calendar days. Failure by the Purchasing Agent to file a response may be considered as evidence by the City Manager of admission of wrong doing on the part of the Purchasing Agent. If requested by either party, the City Manager, or designee shall have a hearing on the complaint within fourteen (14) calendar days of filing the complaint to decide the merits of the claim. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Purchasing Agent. The City Council shall approve or reject the City Manager's decision. If the party bringing the complaint disagrees with the conclusions of the City Manager and City Council, the decision may be appealed by filing a writ of certiorari to the Superior Court of DeKalb County within thirty (30) days of the decision of the City Council.

c) Protests concerning invitations. A protest with respect to an IFB, ITN, RFQ, or RFP shall be submitted in writing prior to the opening of bids or the closing date of proposals. If not done by that time, the complaint or protest is invalid.

d) Stay of procurement during protests. In the event of a timely protest under subsection (b) of this Section, the Purchasing Agent shall not proceed further with the solicitation or award of the Contract until all administrative remedies have been exhausted or until the City Manager or City Attorney makes a determination that the award of the Contract without delay is necessary to protect the interests of City.

O. Credit Cards shall only be issued upon approval of both of the department head and the City Manager. The Credit limit for each card shall be established by the Director of Finance. All individuals assigned a Credit Card on behalf of the City shall be personally responsible for its

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use and any fraudulent use. The City Manager shall maintain a Procurement Card Procedure Manual. This manual shall be on file with the City Clerk and made available for all users.

X. Property Disposal

A. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Purchasing Agent. At this point, the Purchasing Agent will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over \$5,000 in aggregate or \$1,000 individually, the City Council shall approve the request to have the property declared surplus. For other property, the Purchasing Agent shall present a list to the City Manager for approval.

1. **Transfer or Re-use:** The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. **Trade-In:** In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
3. **Sale:** Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all.

B. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it will be the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

C. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

XI. Projects Using Federal Aid Highway Program (FAHP) Funding

Except as provided in Sections F and G below, the City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A) and 23 CFR 172.5(a)(1)). The solicitation,

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evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act,

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

A. Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

B. Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

- a) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- b) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
- c) Identify evaluation factors including their relative weight of importance in accordance with Sections C and D;
- d) Specify the contract type and method(s) of payment to be utilized;
- e) Identify any special provisions or contract requirements associated with the solicited services;

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- f) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- g) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors.

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(a) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(b) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection.

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- a) Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
- b) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
- c) Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
- d) From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
- e) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- f) The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

E. Negotiation.

- a) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
- b) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
- d) The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases.

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The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

- a) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
- b) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
- c) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
- d) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

- a) The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
- b) The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
- c) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
 - (1) The service is available only from a single source;
 - (2) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
 - (3) After solicitation of a number of sources, competition is determined to be inadequate.

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d) Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

H. Additional Procurement Requirements.

(1) Common Grant Rule.

(I.) The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

(II.) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

(2) Disadvantaged Business Enterprise (DBE) program.

(I.) The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:

- (A) Use of an evaluation criterion in the qualifications-based selection of consultants; or
- (B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(3) Suspension and Debarment.

The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

XII. Purchasing Card Policy

The Purchasing Agent shall administer the use of city purchasing cards in compliance with the Purchasing Card Policy which is attached as Exhibit "___" hereto and incorporated herein by

Purchasing Policy

reference. The use of all city issued purchasing cards shall be governed by the Purchasing Card Policy.

Purchasing Policy

EXHIBIT " _____ "

PURCHASING CARD POLICY

[attached]

Purchasing Policy

Purchasing Card Policy

A. Authority

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated ("O.C.G.A.") which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

B. Purpose

The purpose of this policy is to set requirements and standards for the City of Stonecrest, Georgia Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official's public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

C. Scope

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The below list of officials have been authorized by the governing authority of the City to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy.

1. Mayor
2. City Councilmembers
3. City Manager
4. City Chief Financial Officer

D. Public Inspection

In accordance with O.C.G.A. § 36-80-24(c) any documents related to purchases using government purchasing cards or government credit cards incurred by elected officials shall be available for public inspection.

E. Transaction Limits

Purchasing Policy

Transaction limits are hereby established to insure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$1,000.00. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$5,000.00 per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

F. Purchasing Restrictions

1. Elected Officials may not use a government purchasing card or government credit card for the following:
 - a. Any purchases of items for personal use.
 - b. Cash refunds or advances.
 - c. Any transaction amount greater than the transaction limits set for by this policy.
 - d. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
 - e. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
 - f. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.

2. Elected Officials may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
 - a. Purchases of items for official city use which fall within the transactional restrictions of this policy.
 - b. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
 - c. Emergency purchases necessary to protect city property.

G. Administrator

The city designates the City Manager as the program administrator of government purchasing cards or government credit cards. Such administrator shall:

1. Serve as a liaison between the city's cardholders and the issuers of such cards.
2. Maintain the cardholder agreement for all cardholders.
3. Provide instruction, training, and assistance to cardholders
4. Maintain account information and secure all cardholder information.
5. Keep cardholders up-to-date on new or changing information

Purchasing Policy

6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.
7. Ensure all card accounts are being utilized properly as set forth by state law and this policy.
8. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
9. Identify any changes to named persons authorized to use a government purchasing card or government credit card.
10. Any other duties assigned by the municipal governing authority.

H. Accounting and Auditing

The Administrator, in an effort to ensure compliance with city policy and state law, will conduct monthly and/or quarterly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The monthly and/or quarterly review and audit should happen within ____ days of the start of a new month or quarter. After completing the monthly/quarterly audit the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous month/quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within ____ business days.

I. Violations

The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after consultation with the city attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the government purchasing card or government credit card. The government purchasing card or government credit card shall be revoked whenever a cardholder is removed from office with the city and shall be suspended if such elected official has been suspended from office.

J. Agreement

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law.

Name Printed

Signature

Date:



CITY COUNCIL AGENDA ITEM

SUBJECT: Quicket Agreement

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

THIS SERVICES AGREEMENT and all amendments thereto (collectively referred to as the "Agreement") effective December 26, 2018 between the City of Stonecrest, Georgia ("CLIENT"), located at 3120 Stonecrest Blvd, Lithonia, GA 30038 and QUICKET SOLUTIONS, INC. ("QUICKET") with corporate offices located at 1 N Wacker Drive, Suite 2410, Chicago, IL 60606.

1. Services, Fees and Expenses

1.1 QUICKET will provide CLIENT, with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as "Services". The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement. The defined terms in the Agreement shall have the same meaning in statements of works and amendments unless otherwise specified therein.

1.2 Statements of Work will be written documents setting forth at a minimum:

- a. A complete, sufficiently-detailed description of the types of Services to be rendered;
- b. The applicable billing rates for the Services to be rendered (Services Fees); and
- c. Any additional terms and conditions to which the parties may agree.

1.3 The provided Services listed below in the table and detailed in the attached Statement of Work are incorporated herein by reference.

All fees in this Agreement are in US Dollars.

Services	Fees:	Estimated Expenses:	Total Fees/Expenses:
Fixed Price Services	\$22,000.00/year	\$0.00/year	\$22,000.00/year
Total:			\$22,000.00/year

*Fees and expenses are in accordance with the referenced Agreement.

QUICKET will invoice CLIENT for the Services Fees and Expenses annually in advance for the upcoming annual period. All fees payable to Quicket Solutions, Inc. are due within 30 days from the invoice date. Invoices for Services performed under separate Statements of Work not associated with this Agreement may be provided separately.

- b) "CLIENT" shall reference City of STONECREST, GA, within this Agreement and any additional Scopes of Work or addendums related to this agreement.

3. Term and Termination.

This Agreement shall commence as of the Agreement Date above and shall remain in force until December 26, 2020, unless terminated by either party in accordance with the termination provisions set forth in this section. This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Consulting Agreement at will, at any time, with or without cause upon written notice to the other party at least thirty (30) days prior to the effective date of termination. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by CLIENT. Upon termination of this Agreement, Consultant must return all documentation, equipment or other materials provided by CLIENT during the term of this Agreement.

4. Proprietary Rights: Confidential Information.

4.1 QUICKET agrees that the work products from the Services provided to CLIENT hereunder, shall be owned by CLIENT. Nothing contained in this Section 5.1 shall be construed as prohibiting QUICKET utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for CLIENT.

4.2 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

4.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, QUICKET or CLIENT, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party

6.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by airmail, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to CLIENT or to QUICKET as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

6.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of ; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in Cook County, Illinois. QUICKET and CLIENT agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.

6.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

6.8 This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to CLIENT. CLIENT hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than QUICKET. To the extent, if any, that the terms and conditions of CLIENT's orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

Statement of Work

This Statement of Work is made effective on December 26, 2018, by and between QUICKET and CLIENT.

1. **Description of Services:**

QUICKET will provide the CLIENT with up to eighty (80) hours of assistance with the following activities related to software and system services that includes:

- QUICKET shall act as the Technical Advisor to assist CLIENT in reviewing existing systems and workflows to identify inefficiencies and develop a needs analysis and requirement hierarchy.
- QUICKET shall act as the Technical Advisor to assist CLIENT in the evaluation and implementation of city-wide and department software solutions
- QUICKET shall evaluate technical training needs of each of the department through consultation with City IT and administration
- Preparation of a comprehensive software implementation strategy giving emphasis on requirement hierarchy
- Assist in reviewing current IT budget and provide recommendations based on needs analysis, requirement hierarchy, and return on investment analyses
- Conduct research on software firm qualifications, experience, and references
- QUICKET agrees to send a qualified representative on-site to CLIENT facilities at least six (6) times per billing period for the purposes of meeting with CLIENT staff and other stakeholders. QUICKET agrees to cover all travel expenses.

2. **Billing**

QUICKET shall provide consulting services at the rate of \$275.00 per hour.

Quicket shall provide at least eighty (80) hours of consulting services annually, for each annual period beginning on the date of this Agreement.

Quicket shall invoice in advance for each annual period. If additional hours are required by CLIENT, the subsequent period invoice shall include additional hours required from the prior billing period.

The estimated total per annual contract period is \$22,000.00

6. **Project Management.** The CLIENT and QUICKET each agree to designate a project manager who shall be responsible for coordinating its activities under this Agreement. CLIENT and QUICKET each shall direct all inquiries concerning the Services to the other party's project manager. The CLIENT project manager shall have the authority to approve Services on Your behalf.

THIS SERVICES AGREEMENT and all amendments thereto (collectively referred to as the "Agreement") effective December 26, 2018 between the City of Stonecrest, Georgia ("CLIENT"), located at 3120 Stonecrest Blvd, Lithonia, GA 30038 and QUICKET SOLUTIONS, INC. ("QUICKET") with corporate offices located at 1 N Wacker Drive, Suite 2410, Chicago, IL 60606.

1. Services, Fees and Expenses

1.1 QUICKET will provide CLIENT, with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as "Services". The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement. The defined terms in the Agreement shall have the same meaning in statements of works and amendments unless otherwise specified therein.

1.2 Statements of Work will be written documents setting forth at a minimum:

- a. A complete, sufficiently-detailed description of the types of Services to be rendered;
- b. The applicable billing rates for the Services to be rendered (Services Fees); and
- c. Any additional terms and conditions to which the parties may agree.

1.3 The provided Services listed below in the table and detailed in the attached Statement of Work are incorporated herein by reference.

All fees in this Agreement are in US Dollars.

Services	Fees:	Estimated Expenses:	Total Fees/Expenses:
Fixed Price Services	\$22,000.00/year	\$0.00/year	\$22,000.00/year
Total:			\$22,000.00/year

*Fees and expenses are in accordance with the referenced Agreement.

QUICKET will invoice CLIENT for the Services Fees and Expenses annually in advance for the upcoming annual period. All fees payable to Quicket Solutions, Inc. are due within 30 days from the invoice date. Invoices for Services performed under separate Statements of Work not associated with this Agreement may be provided separately.

2. ADDITIONAL TERMS

2.1 Contact Information

SALES QUICKET:

Name:	Don Pimpleton Jr.
Address:	1 North Wacker Drive, Suite 2410 Chicago, Ill. 60606
Phone:	(630) 723-7723
Email:	dpimpleton@quicketsolutions.com

PROJECT MANAGEMENT QUICKET:

Name:	Don Drzal
Address:	1 North Wacker Drive, Suite 2410 Chicago, Ill. 60606
Phone:	(630) 723-7723
Email:	ddrzal@quicketsolutions.com

CLIENT:

Name:	
Address:	
Phone:	
Email:	

2.2 Change Control Process

Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of the agreement. Quicket shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Quicket agree in writing to the proposed change in an amendment to this agreement. Each Change Order shall be numbered serially and executed by authorized representatives of CLIENT and QUICKET.

Authorized representatives of CLIENT and QUICKET will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review.

2.3 Agreement Document Definitions

a) **“Services”** means, collectively, the consulting and other professional services which You have ordered under this agreement. Accordingly, notwithstanding any provision or interpretation of the Agreement to the contrary, for purposes of this agreement, the term “Services” does not include (anything that you don’t want included).

- b) “CLIENT” shall reference City of STONECREST, GA, within this Agreement and any additional Scopes of Work or addendums related to this agreement.

3. Term and Termination.

This Agreement shall commence as of the Agreement Date above and shall remain in force until December 26, 2020, unless terminated by either party in accordance with the termination provisions set forth in this section. This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Consulting Agreement at will, at any time, with or without cause upon written notice to the other party at least thirty (30) days prior to the effective date of termination. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by CLIENT. Upon termination of this Agreement, Consultant must return all documentation, equipment or other materials provided by CLIENT during the term of this Agreement.

4. Proprietary Rights: Confidential Information.

4.1 QUICKET agrees that the work products from the Services provided to CLIENT hereunder, shall be owned by CLIENT. Nothing contained in this Section 5.1 shall be construed as prohibiting QUICKET utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for CLIENT.

4.2 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

4.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, QUICKET or CLIENT, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party

shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

4.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy under the law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

5. Warranties

5.1 QUICKET warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. CLIENT agrees that QUICKET sole and exclusive obligation with respect to the Services covered by this limited warranty shall be, at QUICKET sole discretion, to correct the nonconformity or to refund the Services Fees paid for the affected executive consulting services.

6. General Provisions

6.1 The relationship of QUICKET to CLIENT is that of independent contractors. Personnel of QUICKET are neither agents nor employees of CLIENT for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

6.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

6.3 Any assignment in violation of these terms is void.

6.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

6.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by airmail, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to CLIENT or to QUICKET as set forth in the preamble of this Agreement, until such time as either party provides the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

6.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of ; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in Cook County, Illinois. QUICKET and CLIENT agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.

6.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

6.8 This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to CLIENT. CLIENT hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than QUICKET. To the extent, if any, that the terms and conditions of CLIENT's orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

QUICKET SOLUTIONS, INC.

Authorized Signature _____

NAME: Christiaan Burner

TITLE: CEO

Signature Date: _____

CITY OF STONECREST, GEORGIA

Authorized Signature _____

NAME: _____

TITLE: _____

Signature Date: _____

Statement of Work

This Statement of Work is made effective on December 26, 2018, by and between QUICKET and CLIENT.

1. **Description of Services:**

QUICKET will provide the CLIENT with up to eighty (80) hours of assistance with the following activities related to software and system services that includes:

- QUICKET shall act as the Technical Advisor to assist CLIENT in reviewing existing systems and workflows to identify inefficiencies and develop a needs analysis and requirement hierarchy.
- QUICKET shall act as the Technical Advisor to assist CLIENT in the evaluation and implementation of city-wide and department software solutions
- QUICKET shall evaluate technical training needs of each of the department through consultation with City IT and administration
- Preparation of a comprehensive software implementation strategy giving emphasis on requirement hierarchy
- Assist in reviewing current IT budget and provide recommendations based on needs analysis, requirement hierarchy, and return on investment analyses
- Conduct research on software firm qualifications, experience, and references
- QUICKET agrees to send a qualified representative on-site to CLIENT facilities at least six (6) times per billing period for the purposes of meeting with CLIENT staff and other stakeholders. QUICKET agrees to cover all travel expenses.

2. **Billing**

QUICKET shall provide consulting services at the rate of \$275.00 per hour.

Quicket shall provide at least eighty (80) hours of consulting services annually, for each annual period beginning on the date of this Agreement.

Quicket shall invoice in advance for each annual period. If additional hours are required by CLIENT, the subsequent period invoice shall include additional hours required from the prior billing period.

The estimated total per annual contract period is \$22,000.00

3. Additional Terms and Conditions:

This Statement of Work serves as an Exhibit to the Services Agreement.

4. CLIENT Obligations and Project Assumptions:

CLIENT acknowledges that the timely provision of and access to assistance, cooperation, complete and accurate information and data from officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this agreement. QUICKET will not be responsible for any deficiency in performing Services to the extent that such deficiency results from CLIENT failure to provide full cooperation.

CLIENT acknowledges that QUICKET'S ability to perform the Services depends upon fulfillment of the following obligations and the following project assumptions:

CLIENT Obligations

1. Provide QUICKET with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
2. If while performing Services QUICKET requires access to other vendor's products that are part of CLIENT system, be responsible for acquiring all such products and the appropriate license rights necessary for QUICKET to access such products on CLIENT behalf.
3. Coordinate with QUICKET on scheduling any meetings, including by providing QUICKET with at least five (5) business days' notice of any proposed meetings.

Project Assumptions

1. The hours of Services must be used within twelve (12) months from the effective date of the execution of the agreement ("Services period"). Any hours of Services not used within the Services period will be automatically forfeited by the CLIENT, with no further action required of either party, and CLIENT will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours of Services. The CLIENT may not use the hours of Services, or fees paid, for any Services other than the Services stated in this exhibit.

The CLIENT acknowledge that if QUICKET's cost of providing Services is increased solely because of the CLIENT' failure to meet the obligations listed in this exhibit, failure to provide cooperation, then the CLIENT agrees to pay QUICKET for such increased costs mutually agreed to. Such increased costs may include time during which QUICKET resources are under-utilized because of delays.

6. **Project Management.** The CLIENT and QUICKET each agree to designate a project manager who shall be responsible for coordinating its activities under this Agreement. CLIENT and QUICKET each shall direct all inquiries concerning the Services to the other party's project manager. The CLIENT project manager shall have the authority to approve Services on Your behalf.



CITY COUNCIL AGENDA ITEM

SUBJECT: SPLOST Committee

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

46 improvements that connect our citizens and starts to transform our City into one
47 defined by the collective pursuit of a high quality of life for all residents. To
48 further help accomplish this vision, there is hereby established the SPLOST
49 Citizens Oversight Advisory Committee of the City of Stonecrest, Georgia
50 (hereinafter referred to as the "SPLOST Committee").

51 **SECTION II.**
52 **MISSION AND DUTIES**

- 53
- 54
- 55 1. The mission of the SPLOST Committee is to provide transparency and
56 accountability to the citizens of the City of Stonecrest from the 2018 SPLOST.
- 57
- 58 2. The purpose of the SPLOST Committee is to ensure:
- 59 a. That revenue collected under the SPLOST is spent in accordance with
60 SPLOST law;
- 61 b. That funds from the SPLOST are well managed and used efficiently;
- 62 c. That projects funded by the Stonecrest portion of the SPLOST are equitable,
63 appropriately prioritized, and well distributed throughout the City;
- 64 d. To provide as necessary and appropriate advice, reviews, reports and
65 recommendations to the public, City Manager, Mayor and City Council on
66 SPLOST spending, budgets, projects and legislation.
- 67 3. Members must attend two-thirds (2/3) of the SPLOST Committee meetings in a
68 calendar year. Failure to do so warrants removal from the SPLOST Committee.
- 69

70 **SECTION III.**
71 **MEMBERSHIP**

- 72
- 73 1. The SPLOST Committee shall be composed of fourteen (14) members, one (1) of
74 whom shall be the City Manager or his designee and two (2) of whom shall be
75 members of City Council appointed by the Mayor to serve as ex-officio members.
76 The City Manager or his designee shall oversee the meetings and shall be an ex-
77 officio, non-voting member of the SPLOST Committee
- 78
- 79 2. The Mayor shall establish qualifications for members of the SPLOST Committee.
80 Each committee person shall be nominated by the Mayor and approved by the
81 City Council.
- 82
- 83 3. Each SPLOST Committee member must be either a resident of the City or an
84 owner or officer of a business domiciled in the City. Should the committee
85 member move out of the City or no longer be an owner or an officer of a business
86 domiciled in the City, he/she may remain active until the Mayor and City Council
87 appoint his/her replacement.

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**SECTION IV.
TERMS**

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1. Each member shall serve for a term of four (4) years.

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2. Members filling vacancies shall serve the remainder of the term to which they were appointed. A consecutive appointment is permissible. Members whose terms expire shall continue to serve until a replacement is appointed or a consecutive appointment is made.

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3. Any member may be removed with or without cause by the Mayor.

**SECTION V.
COMPENSATION**

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SPLOST Committee members may serve without compensation. Reasonable expenses for travel may be reimbursed and SPLOST Committee members may be compensated pursuant to a policy to be established by the City Manager and approved by the City Council.

**SECTION VI.
QUORUM**

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A majority of the actual number of SPLOST Committee members establishes a quorum. Any action taken requires a majority of affirmative votes of the quorum present.

**SECTION VII.
GOVERNANCE**

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1. The SPLOST Committee shall adopt its rules of procedure, which shall be substantially similar to the rules of procedure of the City Council.

2. The SPLOST Committee shall set its own meeting schedule and establish the meeting agendas.

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3. The date and time of each meeting as well as agenda items to be considered shall be publicized in the same manner as meetings of the Mayor and City Council.

- 127 4. All meetings shall be open to the public and all records maintained by the
128 SPLOST Committee shall be public records unless expressly exempted by a
129 provision of the State's Open Records Act.
130
- 131 5. At each meeting, the public shall be granted time for public comment.
132
- 133 6. The SPLOST Committee shall elect a chairman to conduct meetings and a vice
134 chairman to conduct meetings in the absence of the chairman. Elections shall be
135 held at the first regular meeting of the calendar year. The chairman shall serve for
136 one (1) year or until re-elected or a successor is elected. The vice chairman shall
137 serve for one (1) year or until re-elected or a successor is elected. The SPLOST
138 Committee shall select one of its members to be the secretary.
139
- 140 7. The SPLOST Committee shall keep minutes of its proceedings, showing the vote
141 of each member upon each question, and records of its examinations and other
142 official actions all of which shall be filed in the office of the City Clerk. Copies of
143 the minutes shall be sent to the Mayor and each member of the City Council.
144
- 145 8. The SPLOST Committee will report either in person or in writing to the Mayor
146 and City Council at the first regular City Council meeting every other month,
147 commencing with the first regular City Council Meeting in April, 2019.
148

149 **SECTION VIII.**
150 **INITIAL MEMBERS**

151
152 The initial members of the SPLOST Committee shall be as follows:

- 153 1. Eric Carrington (District 2)
154 2. Erika Dixon (District 2)
155 3. Phyllis Douglas (District 3)
156 4. Michelle Emanuel (District 4)
157 5. Suzanne Frick (District 5)
158 6. Lemuel Hawkins (District 5)
159 7. Shawn Jones (District 3)
160 8. Dave Marcus (District 5)
161 9. Darrel Taylor (District 1)
162 10. Swain Watters (District 4)
163 11. Kerry Williams (District 1)
164 12. Assistant City Manager Plez Joyner, *ex officio member*.
165 13. Councilman _____, *ex officio member and non-voting member*
166 14. Councilman _____, *ex officio member and non-voting member*

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

RESOLUTION 2019- _____

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This Resolution shall be effective immediately upon its adoption.

SO RESOLVED AND EFFECTIVE this the ____ day of _____,

2019.

Approved:

Jason Lary, Sr., Mayor

Attest:

Leah Rodriguez, Interim City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Arabia Mountain Overlay 2nd Read

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD 18-0008 Arabia Mountain Overlay District and Map (2nd Read)

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 02/05/19 **Work Session:** **Council Meeting:** 02/11/19

SUBMITTED BY: Nicole C.E. Dozier, Community Development Department Director
Mera Cardenas, Arabia Mountain Overlay Committee Vice-Chair

PURPOSE: This is the introduction of the Arabia Mountain Overlay District regulations and Map for review, discussion and approval.

RECOMMENDED ACTION: Planning Commission recommended approval of this item at the January 3, 2019 meeting.

OPTIONS: Defer back to the Planning Commission, Approve; Deny; or make Alternative conditions

ATTACHMENTS:

- #1 Planning Commission Staff Report
- #2 Planning Commission PowerPoint Presentation

Attachment #1

1/3/2019

Planning Commission Staff Report

TMOD 18-0008

Arabia Mountain Overlay Committee

(2nd Read)



PLANNING COMMISSION STAFF REPORT

MEETING DATE: January 3, 2019

GENERAL INFORMATION

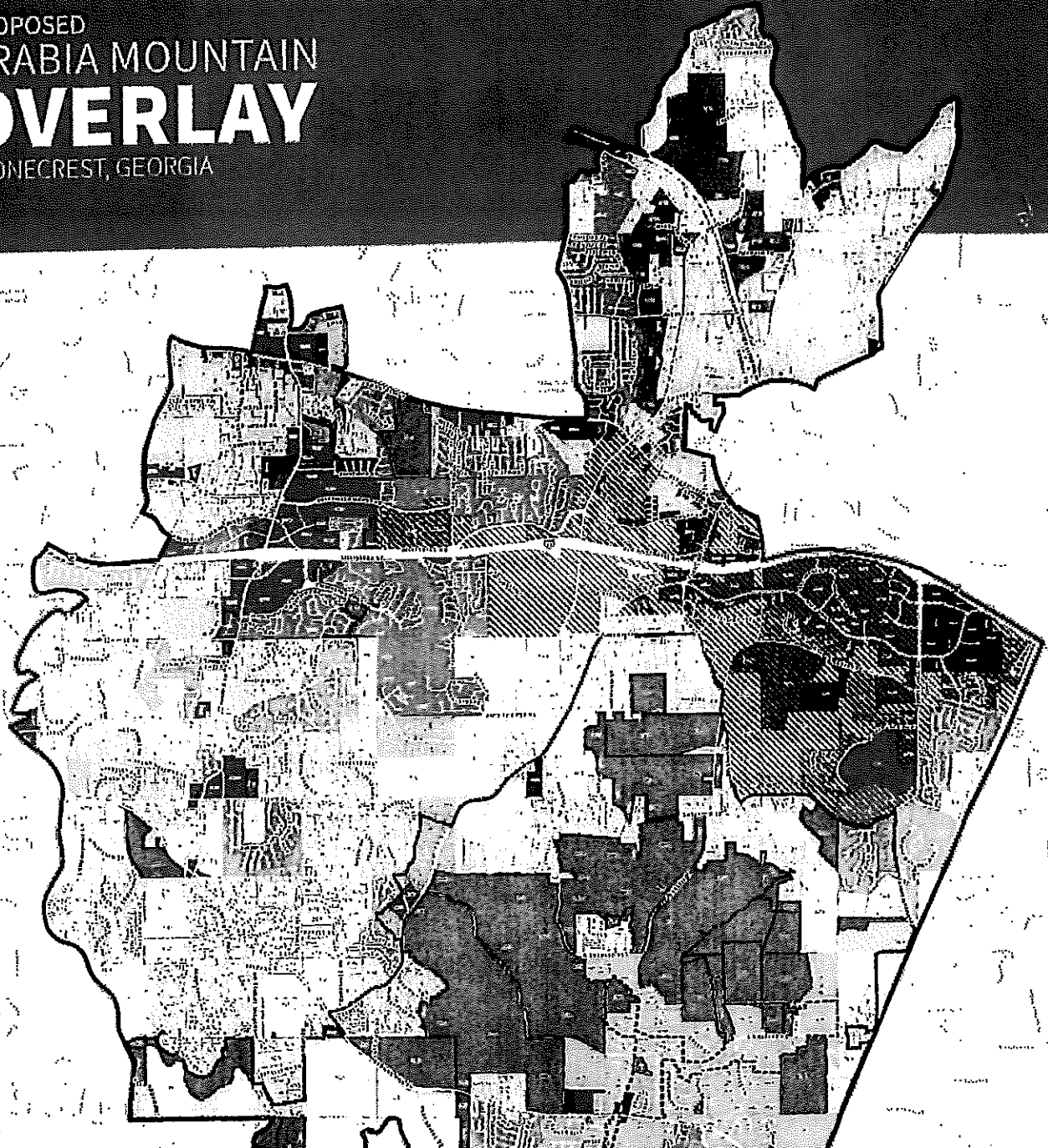
Petition Number: TMOD 18-0008

Applicant: Arabia Mountain Overlay Committee

Project Location: District 5

Discussion: Review and discussion on the Proposed Arabia Mountain Overlay district and map.

PROPOSED
ARABIA MOUNTAIN
OVERLAY
STONECREST, GEORGIA

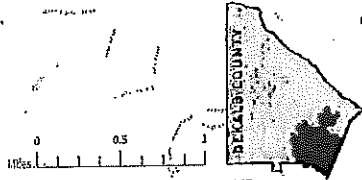


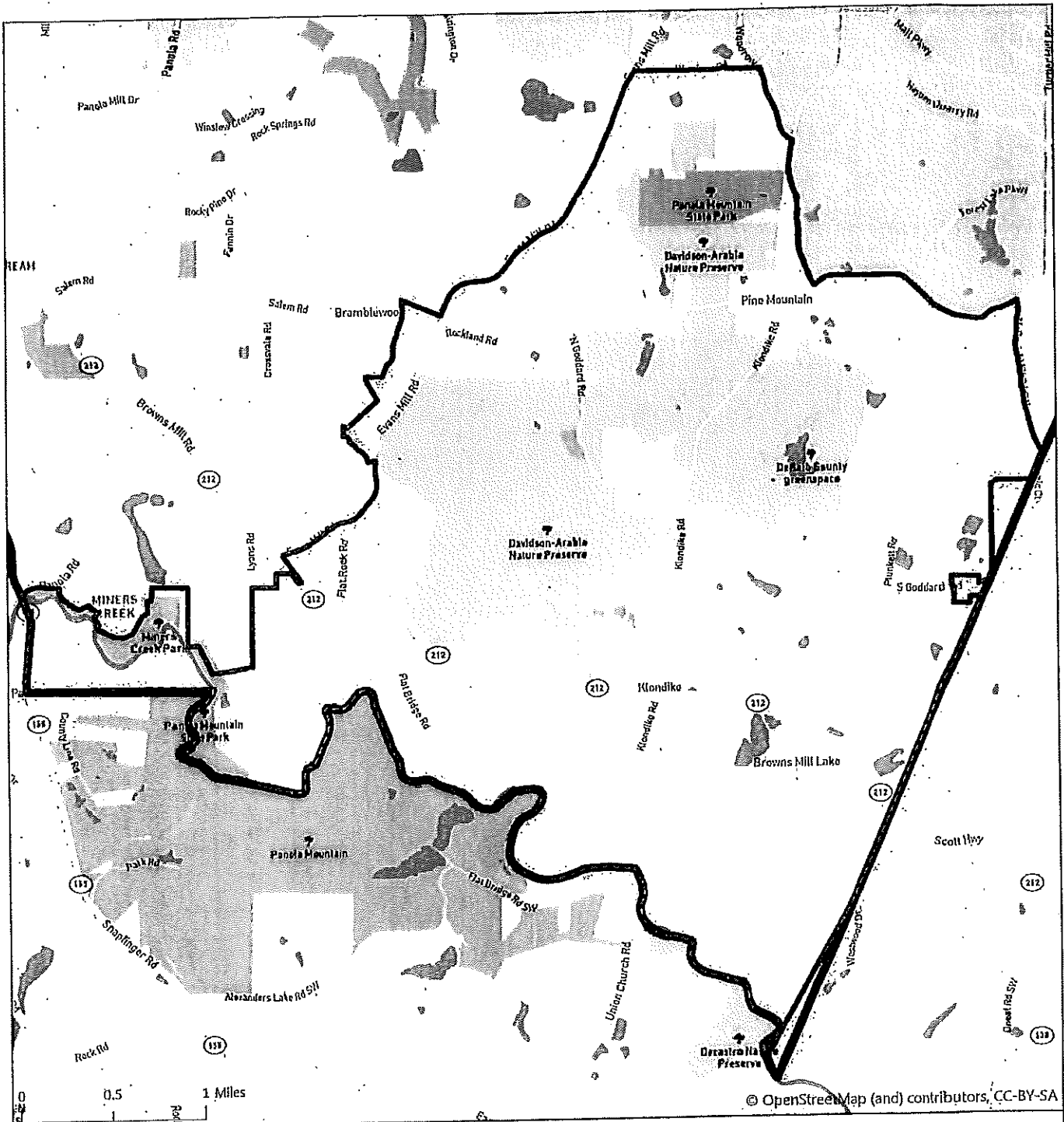
WORKING MAP LAYERS

- Proposed Arabia Mountain Overlay
- Klondike National Historical District Rough Boundary
- Current Greenspace
- Georgia Power
- Stonecrest Overlay


CURRENT ZONING


- | | | |
|---|-------------------------------|--------------------------------|
| NS - Neighborhood Shopping | M-1 - Light Industrial | R-75 - Residential Med Lot |
| C-1 - Local Commercial | M-2 - Heavy Industrial | R-60 - Residential Small Lot |
| C-2 - General Commercial | MU-4 - Mixed-Use High Density | RSM - Small Lot Residential Mx |
| OIT - Office-Institutional-Transitional | RE - Residential Estate | MR-1 - Med Density Residential |
| OI - Office-Institutional | R-100 - Residential Med Lot | MR-2 - Med Density Residential |
| OD - Office-Distribution | R-85 - Residential Med Lot | |

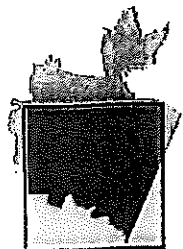




PROPOSED ARABIA MOUNTAIN OVERLAY

 Proposed Arabia Mountain Overlay

 Existing Overlays



27-3.4 – DIVISION 4- ARABIA MOUNTAIN CONSERVATION OVERLAY DISTRICT

Sec. 3.4.1. - Title.

The provisions contained within this division are the regulations of the Arabia Mountain Conservation Overlay District.

Sec. 3.4.2. - Purpose and intent.

The purpose and intent of the city council in establishing the Arabia Mountain Conservation Overlay District (AMCOD) is as follows:

- A. To provide for the protection of natural resources and of scenic views of areas within the boundaries of the AMCOD, so as to protect and enhance the public welfare associated with these natural resources and the aesthetic qualities within this area, consistent with the policies of the Stonecrest Comprehensive Plan;
- B. To provide reasonable and creative planning and development within the AMCOD while preserving the natural land form and features, trees and tree canopy, and the views to and from Arabia Mountain as indicated on the adopted map;
- C. To assure that all activities and authorized uses of land allowed within the AMCOD, whether allowed uses or permitted uses, are activities or uses which are designed so as not to detract from or damage the protected natural resources and scenic beauty of this district;
- D. To encourage and promote the dedication of conservation easements to appropriate public and not-for-profit entities established and authorized to hold easements in perpetuity pursuant to the Georgia Uniform Conservation Easement Act (O.C.G.A. 44-10 and 12-6A), for the purposes of protecting historical and archeological areas, the habitat of endangered or threatened animal and plant species (as defined in the federal Endangered Species Act U.S.C. 1531 and the Endangered Wildlife Act of 1973), providing passive recreational and educational opportunities, preserving the cultural history of the area, protecting open space within the city, and protecting scenic views to and from Arabia Mountain; and
- E. To provide consistent development standards that will adhere to common design characteristics that include but are not limited to: deep setbacks from the main road; strategic buffer zones; home "clustering"; shorter streets within a development and shared open spaces connected by trails, walkways and paths.

Sec. 3.4.3. - District boundaries.

The boundaries of the AMCOD shall be depicted on the official zoning maps entitled "Official Zoning Map, City of Stonecrest, Georgia, Arabia Mountain Conservation Overlay District" (the "AMCOD overlay maps"). The Official Zoning Map, City of Stonecrest, Georgia, Arabia Mountain Conservation Overlay District, to be adopted contemporaneously with this chapter, together with all explanatory information contained or referenced thereon, is hereby adopted by reference and declared to be a part of this chapter.

The AMCOD overlay maps shall be adopted contemporaneously with this chapter in digital format and contained on a compact disk to be maintained in its original, unedited and unaltered form by the clerk to the city council. A printed copy of the compact disk's contents depicting the AMCOD overlay maps on the date of its initial adoption shall also be maintained in its original, unedited and unaltered form by the clerk to the city council, as shown in Exhibit 27 A. The boundaries may be expanded by a zoning map amendment adopted pursuant to this chapter which amendment shall be incorporated herein and made a part of this chapter 27.

Sec. 3.4.4. - Applicability of regulations.

This division establishes standards and procedures that apply to development of any lot or portion thereof which is in whole or in part contained within the boundaries of the AMCOD. The procedures, standards, and criteria shall apply only to that portion of the subject property within the boundaries of the district.

Sec. 3.4.4.1 - Sealed Site Plan

~~Must be submitted in accordance with Sec. 2.10.1 with the exception with B (all shall be single-family detached dwellings.) I'm not sure if something got changed in the editing but this doesn't seem to make sense~~

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Sec. 3.4.5. - Principal uses and principal structures.

A. The principal uses of land and structures which are allowed in the AMCOD are as provided by the applicable underlying zoning district, except for those listed in B below, subject to the limitations and standards contained within this district. Additional permitted uses are as follows:

1. Recreation, ~~p~~Passive and Nature preserve
2. Dog Parks
3. Bed and Breakfast homes
4. Outdoor Concert Halls Amphitheater
5. Urban Community Gardens

B. Prohibited uses. The following principal uses of land and structures shall be prohibited within the AMCOD:

1. Sexually-oriented businesses
2. Drive-in Theater
3. Fairground or Amusement Park
4. Swimming pools as part of a commercial Recreation, Outdoor use or Recreation club; but not including swimming pools incidental to Open space, clubhouse or pool amenity, commercial
5. Coliseum or stadium, except for outdoor Concert Halls
6. Nightclub or late night establishment
7. Outdoor storage, mini-warehouses, and storage buildings and indoor storage facilities
8. Pawn shops
9. Mortuary or Crematorium

10. Alcohol Outlets
11. Salvage yards and junk yards
12. Motel or Extended Stay Motel
13. Shelter for homeless persons
14. Transitional housing facility
15. Fuel Dealers, Fuel Pumps and Accessory Fuel Pumps
16. ~~Automobile and truck rental and leasing. Automobile brokerage. Automobile mall. Automobile recovery and storage. Automobile rental and leasing. Automobile repair and maintenance, major. Automobile repair and maintenance, minor. Automobile sales. Automobile service station. Automobile upholstery shop. Automobile wash/wax service. Recreational vehicle/boat sales and service. Freight service. Transportation equipment and storage or maintenance (vehicle). and Vehicle storage yard~~
16. ~~All automobile, boat and trailer sales and service, new or used including leasing, brokerage, storage, maintenance, repair, wash/wax and service stations.~~
17. ~~Parking- Commercial parking garage/structure. Commercial parking lots/lets or commercial garages~~
18. Convenience store
19. Drive-through facilities
20. Personal service establishments
21. Check cashing facilities establishments
22. Heavy equipment storage
23. Truck stops
24. Warehouses
25. ~~Solid waste disposal. Private industry solid waste disposal facility~~
26. Bus station or terminal
- 26-27. ~~Ambulance service facility. Private ambulance service. Dispatch office~~
27. ~~Taxi ambulance or limousine services, dispatch or storage~~

Sec. 3.4.6. - Accessory uses and accessory structures.

The accessory uses of land and structures which are allowed in the AMCOD are as is provided by the applicable underlying zoning district, subject to the limitations and standards contained within this division.

Sec. 3.4.7. - Lot coverage.

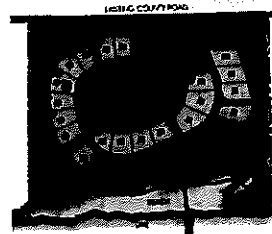
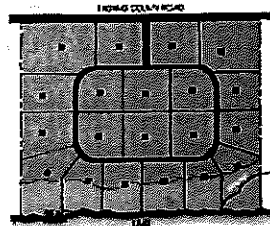
Except as provided in Sec. 3.4.9. Lot coverage within the AMCOD shall not exceed twenty-five (25) percent of net lot area, except within tiny home communities.

Sec. 3.4.8. - Clearing and grading of lots.

No lot shall be cleared and graded to an extent exceeding thirty-five (35) percent of the net lot area. Said limitation is intended to permit twenty-five (25) percent lot coverage as allowed in section 3.4.7 above, and to permit appropriate slopes from the remaining natural land contours to the finished site grades.

Sec. 3.4.9- Development Standards

There shall be no impervious surfaces within the seventy-five (75) foot stream buffer. All dwelling units shall be provided convenient access to all green space throughout the development via pedestrian paths or trails.



A. Conservation Communities (residential/subdivisions)

Maximum density: Eight (8) dwelling units to the acre of total land area excluding undevelopable areas listed below:

1. Streams and stream buffers
2. Wetlands
3. Rock outcroppings
4. Slopes steeper than 1:2 slope
5. Sites of archaeological significance
6. Floodplains
7. Areas intended to be dedication for right of way

Minimum lot width: Seventy (70) feet as measured from the front building setback line; except for a lot on a cut-de-sac, which shall have a measurement of thirty-five (35) feet

Minimum lot area: Seven thousand five hundred (7,500) square feet, except that each lot on the periphery of the development is at least ten thousand (10,000) square feet.

Minimum side yard setback: 10 ft.

Maximum single-family dwelling lot coverage: 50%

Greenspace: Thirty (30) percent of the total land area must be designated greenspace. Sixty (60) percent of the greenspace should be in a contiguous tract.

Green space may consist of:

1. Natural undisturbed areas
2. Passive recreational areas
3. Trails and Green ways
4. Bikeways and paths
5. Mature wooded areas

Greenspaces shall be preserve and maintained by one of the following:

- a. Establishment of a mandatory home owner's association (HOA) to own and maintain the common green space.

- b. Dedication of legally described and platted "greenspace" to a land trust.

Minimum building setback adjacent to public or private street(s):

- From thoroughfares, arterials and collectors: 30 ft.
- Local streets: 20 ft.

~~B. Tiny Home Communities - At this time, the committee does not wish to include tiny homes in the overlay. However, it does not wish to restrict them either, should the city decide to act on them.~~

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- B. Road Specifications all roads shall be built in accordance with Chapter 14, See, —. In the event of a conflict, the provisions of this section shall control. The design of the streets as must be designed as noted below with the approval of the City Engineer:
- a. Minimal amount of cul-de-sac streets by providing more than one entrance to the development and interconnect streets as much as possible.
 - b. Cul-de-sac streets must minimize the amount of impervious surface by limiting the internal radius to thirty (35) feet and the width of the paved lane to sixteen (16) feet. Use grass and vegetation for the inner circle of turn-arounds, rather than paving the whole area. Declare the HOA responsible for the maintenance of the grassy area in the neighborhood bylaws.
 - c. Omit curbs where possible.
 - d. As an alternative to curbs and gutters, allow run off from roofs and pavements to pass immediately through grass swales or infiltration basins. Use plant materials that will absorb rainwater and act as a natural filter to oil and pollution.
 - e. Provide marked, paved paths for non-vehicular traffic with in the development and connecting neighboring residential and commercial areas.

- C. Buffer Requirements. An exterior boundary buffer is required (per community/subdivision). The land area designated to the exterior buffer may be used as part of the required greenspace. The buffer area shall not be included as part of any platted residential lot within the community/subdivision.

Lots less than 10,000 sq. ft.	25 ft.
Lots between 10,000-15,000 sq. ft.	30 ft.
Lots greater than 15,000 sq. ft.	50 ft.

- D. Trails. Trails may be constructed within the buffer. The maximum width is eight (8) feet and must be located within the first twenty-five (25) percent of the buffer furthest from the exterior boundary line.

Sec. 3.4.9.1 – Non- residential zoning district dimensional requirements.

~~**The committee does recommend requiring all commercial development obtain a SLUP so that the community could be involved in the process. At this time, only a handful of properties within the proposed boundary are zoned commercial so the committee felt it was not an undue burden.~~

All non-residential districts shall be developed in accordance with the regulations for the
Sec. 27-2-25 Neighborhood Shopping (NS) District.

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Sec. 3.4.9.1.a Design Standards ~~(Newly considered and inserted design standards, approved at the 12/11/2018 meeting)~~ The committee did request a sign provision similar to the Stonecrest Overlay offering some standardization and protection. Please let me know if you want me to pull text.

Buildings. New commercial buildings and renovations shall conform to the guidelines noted below.

1. Pedestrian Amenities – All buildings shall be configured to allow safe, convenient, direct and continuous access for pedestrians to all primary building entrances. Principle building entry shall open directly on to the public right-of-way.
2. “Build-to” line (i.e. “Building façade line”) – The building shall be setback five (5) feet from the buildable areas as indicated with in their approved site plan. Awnings and canopies are not counted in building façade line determination. Permanent structures other than buildings, such as ATMs and similar elements, shall not be located closer to the street than the building façade lines.
3. Building height. All new buildings shall be no more than two (2) stories, maximum height thirty (35) feet.
4. Façade articulation – Street-facing building façades shall be horizontally divided by floors using architectural means such as string courses, recesses, reveals or the like. They shall also be vertically divided utilizing Major and Minor Articulations to create visual interest and avoid monotony.
 - a. Major Articulations shall occur at least every sixty (60) feet of horizontal façade length and may be accomplished through: a change of façade materials extending from grade through the cornice; change in storefront systems; physical off-sets; and/or similar means intended to convey the impression of separate buildings.
 - b. Minor Articulations shall occur approximately every thirty (30) feet of horizontal façade length and may be accomplished by: the use of pilasters; the use of off-sets; or similar means intended to create the appearance of structural bays.
5. Entrances. All first story uses adjacent to a sidewalk shall have a primary pedestrian entrance, which faces, is visible from, and is directly accessible from said sidewalk. All first story businesses with more than sixty (60) feet of frontage along sidewalks shall provide one (1) pedestrian entrance for every sixty (60) linear feet of frontage or fraction thereof.
6. Parking: Parking areas should be located to the side or rear of the building. When parking areas are located in front of the building, a buffer of 10 feet of shrubbery or landscape trees is required. All vegetation should be native to the region.

Cross Access: In order reduce traffic conflicts, cross access drives with adjacent properties must be considered. This may include the interconnection of parking areas or a shared drive between properties.

7. Storefront canopies at least five (5) feet in depth extending over the sidewalk are recommended at all retail frontage for relief from inclement weather and for shade. These should be roofed with glass, metal, or fabric wholly supported by brackets or cables attached to the building façade. Columns to support canopies are not permitted in the public right of way (hereafter called "R.O.W."). Awnings and canopies shall not include signage on them, except when such signage is located within an apron that is less than twelve inches in height and is subject to all other applicable sign requirements of this document.

8. Building Finish Materials. Each street-facing building facade shall have an exterior finish skin primarily of Lithonia tidal grey granite. Material that may be combined with the granite is limited to: wood, exterior brick, cementitious stucco, rustic or cut stone, architectural cast concrete, and glass panels. No more than two additional materials may be used. Concrete masonry units or artificial materials having the appearance of wood, and/or stone are not permitted as a finish material.

Decorative embellishments shall be permanent in nature and shall be of the following materials: copper, brass, bronze, cast concrete, formed exterior plaster, porcelain tile, terracotta, formed metals, glass, wood. No artificial materials having the appearance of wood, and/or stone should be used.

Primary building facade materials shall be combined only horizontally, with the heavier appearing one(s) below the lighter appearing (ones). This shall not apply to embellishments, storefronts systems, or windows frames.

Awnings. Awnings shall be of canvas and similar fabrics, fixed metal, or similar materials. Internally lit awnings and canopies that emit light through the awning or canopy material are prohibited.

8. Lighting. Building facades facing a public R.O.W. shall be illuminated for safety and aesthetics. Lighting shall be designed to avoid producing glare in the public R.O.W. Lighting should be downcast with a zero-degree tilt. Fixtures should not exceed 15 feet in height. Light spillage onto adjacent residential properties shall be minimized by cutoff luminaires.

9. Utility service lines – Must be provided via underground conduit or pipes. Overhead utility service is not permissible in the Overlay. New construction on existing sites within Overlay must include replacement of all above-ground utility service lines with underground service or otherwise fully concealed utility service to buildings and sites.

10. Building Numbering. Building numbering shall be located above or beside primary entrances of building. Numbering shall be clearly visible from sidewalks. All numbering shall be 6 inches in height.

11. Dumpsters, Loading Areas and Mechanical Electrical and Plumbing Features shall be screened so as not to be visible from any public plaza, outdoor dining area, public R.O.W., or residential area. All dumpsters shall be located behind buildings and shall be enclosed by opaque fences or walls made of stone, brick, wood, or stucco; and these enclosures shall have opaque gates made of wood or metal. Chain-link gates are not permitted.

Rooftop Mechanical features shall be set at least ten (10) feet from the edges of roofs and screened vertically from view through use of parapet walls or similar features. Additionally, all such features greater than five (5) feet in height shall be set at least twenty (20) feet behind front building façades.

Sec. 3.4.9.2 - Height limitation.

- A. Except as provided in section 5.2.5, and in subsection B., no building or structure within the Arabia Mountain Natural Resource Protection Overlay District shall exceed a height of thirty-five (35) feet, all other requirements of this chapter notwithstanding.
- B. If the placement of a telecommunications tower or antenna within this overlay district in excess of thirty-five (35) feet in height is mandated by federal law, said tower or antenna, in addition to meeting all other standards and criteria applicable thereto, shall meet the following design requirements:
 1. No portion of any such tower or antenna shall extend a distance of more than ten (10) feet above the top of the tree canopy existing on the lot upon which the tower or antenna is placed. If no tree canopy exists on said lot, then no portion of such tower or antenna shall extend a distance of more than ten (10) feet above the top of the tree canopy closest to such tower or antenna.
 2. All portions of a tower or antenna that extend above the top of the existing mature tree canopy pursuant to subsection B.1., shall consist of an alternative tower structure that is designed and colored in a way that blends said tower or antenna with the closest tree canopy to a degree that renders said tower or antenna indistinguishable from said tree canopy at a distance of two hundred (200) feet measured horizontally from said tower or antenna.

Sec. 3.4.10. - Tree removal and replacement.

No trees other than dead, dangerous or diseased trees shall be removed from any lot except within areas of permissible grading as provided in section 3.4.8 above. Removal of trees should be certified by an arborist and/or by city permit.

Sec. 3.4.11. - Protection of steep slopes.

No lot or portion of a lot having a grade in excess of fifteen (15) percent shall be altered.

Sec. 3.4.12. - Driveways.

The director of planning is authorized to approve shared driveways for two (2) or more dwellings within the Arabia Mountain Natural Resource Protection Overlay District in order to minimize lot coverage and tree removal within the district.

Sec. 3.4.13. - Recording of conservation easements.

The director of planning shall record, after approval by the city attorney and the city council, conservation easements within the Arabia Mountain Natural Resource Protection Overlay District which are made in favor of City of Stonecrest, Georgia.

Sec. 3.4.14. - Notation of all conservation easements on official zoning maps.

The director of planning shall cause to be noted on the official zoning maps any conservation easements granted within the district to any public or private entity authorized to hold such easements.

Sec. 3.4.15. - Lighting.

No light standard shall be installed that extends above the height of the tree canopy. No lighting element of any kind shall be placed upon any structure so as to extend above the height of the tree canopy. No light spillage of any kind is permitted above said tree canopy except as may be otherwise required by any applicable requirement of federal, state or local law.

Sec. 3.4.16. - Density bonus.

The director of planning is authorized to approve an increase of up to twenty-five (25) percent in housing density within the district for any parcel of land, not used or proposed to be a tiny home community, having a single family residential zoning classification. In making application to the director of planning the applicant shall present a site plan in which required lot coverage limitations are met. The site plan shall further demonstrate that the tree canopy will be preserved and protected. In approving any such plan, the director of planning is authorized to approve gravel or other permeable surface for driveways and parking areas where it is demonstrated that such permeable surface will aid in minimizing damage to the root system of trees and will prevent the impaction of soil under the canopies of trees. It is the intent of these regulations that houses be clustered rather than spread out to protect and preserve the tree canopy which is essential to the maintenance of the character of the district.

Sec. 3.4.17. - Approval of plats where density bonus permitted.

The director of planning is authorized to record plats in which a density bonus has been approved pursuant to section 3.4.16 above. The approval of any such plat shall be noted on the official zoning map by the director of planning.

Sec. 3.4.18. - AMCOD Advisory Committee Reserved

Definitions approved by the committee 12/11/2018:

Passive Park or Recreation, Passive - The following uses may be allowed within the primary conservation space: passive recreational amenities, paths, green ways, minimal parking spaces (pervious surfaces encouraged), and picnic and restroom facilities. The following

activities may be allowed in primary conservation space: removing invasive or non-native exotics; re-moving hazardous trees that threaten public safety; constructing paths for passive recreation activities such as, but not limited to, community hiking, running, dog walking, bird watching, biking and similar outdoor activities. (This definition was taken from Gwinnett County codes)

Dog Park—a dedicated fenced-in area where dogs run off-leash in the presence and control of their owners or handlers. The city of Stonecrest may design an ordinance that further defines and apply standards to the development of dog parks.

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Bed & Breakfast—Accessory use of a single-family detached dwelling by the homeowner who resides in the dwelling, to provide sleeping accommodations to customers. Breakfast may also be provided to the customers at no extra cost. For the purpose of this definition, the term "customer" means a person who pays for the sleeping accommodations for fewer than thirty (30) consecutive days.

Amphitheater—no model-text was found. Committee recommends any definition that limits artificial sound amplification and the number of seats, i.e. a "natural" amphitheater.

The Mayor and City Council may create an AMCOD advisory committee pursuant to Chapter 2. The AMCOD advisory committee may meet with applicants for variances, rezoning and special land use permit applications prior to the submission of the application to the Planning Commission or Board of Zoning Appeals. The AMCOD advisory committee shall act in an advisory capacity only and may present its recommendations on each application in writing to the Planning Commission or Board of Zoning Appeals, applying the standards or criteria contained in Article 7. The failure of the AMCOD to make a recommendation on an application shall not invalidate any zoning decision or decision on a variance and shall not be a condition precedent to final action on the application. Add and provision requested by the committee (UPDATE):

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Demolition: The committee amended their recommendation (12/11) to request that, prior to the issuance of any demolition permit, a sign is posted at the property and a notice is posted in the legal organ 14 days prior.

Grandfather Clause: The committee agrees the provisions in Article 8 / Nonconformities is adequate to protect current properties.

Review Process: The committee recommends a review process similar to DeKalb's. And advisory / recommending body made of 5 members (one from each district), appointed by the mayor and confirmed by council. This would include SLUPS, Rezoning application, and redevelopment plats.

From DeKalb:

Community council review of proposed applications. Special land use permit applications shall be reviewed by the community council, according to the procedures in section 7.3.6. Prior to presentation to the community council, each application for a

special land use permit shall be made available to the appropriate community council in accordance with the provisions of section 7.3.6 for consideration.

Signs: Can you confirm the note that billboards are prohibited entirely in the city? If not, we do want a provision that would restrict billboards from the overlay.

DRAFT

Attachment #2

1/3/2019


**Planning Commission PowerPoint
Presentation**

TMOD-18-0008

**Arabia Mountain Overlay District and Map
(2nd Read)**

AMCOD





the Mayor and City Council of the City of Stonecrest have determined that it is in the best interest of the City and its citizens to establish an advisory committee known as the Arabia Mountain Overlay Steering Committee of the City of Stonecrest, Georgia, for the purpose of studying City matters related to the Arabia Mountain Overlay District.

AMCOD Committee

Co-Chair: Councilman George Turner,
District 4

Cheryl Mathis
Lori Brown

Councilman Jimmy Clanton, District 1

Kelly Jordan

Councilwoman Diane Adoma, District 5

Tammy Smith

Co-Chair: Mera Cardenas

Dave Marcus

Eric Hubbard

Michael Harris

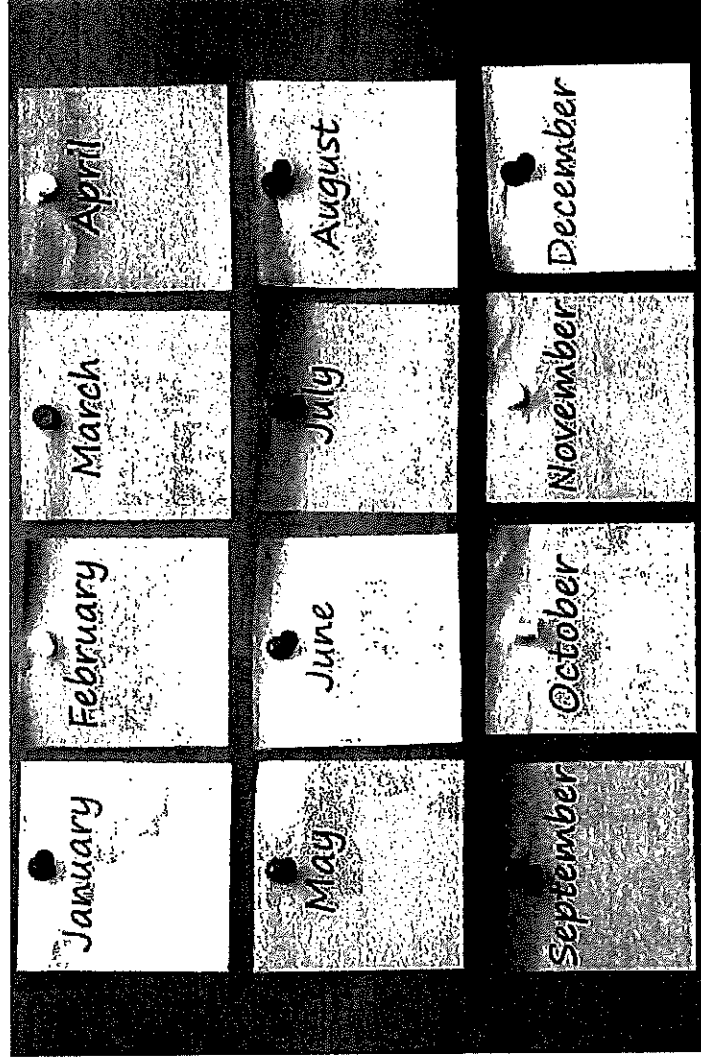
Jetha Wagner

Nicole Dozier

Bernie Knight

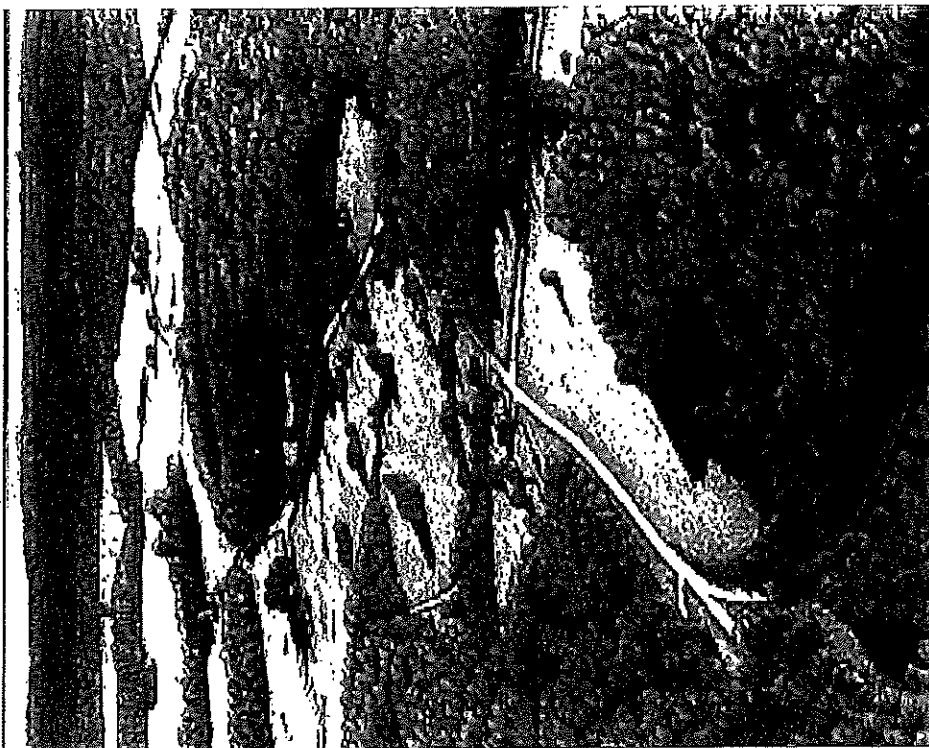
AMCOD Committee – 15 Meetings

Feb 28 July 25
Mar 21 Aug 8
Apr 25 Aug 22
May 9 Sept 11
May 23 Sept 29
Jun 6 Oct 03
Jun 27 Dec 11
July 11

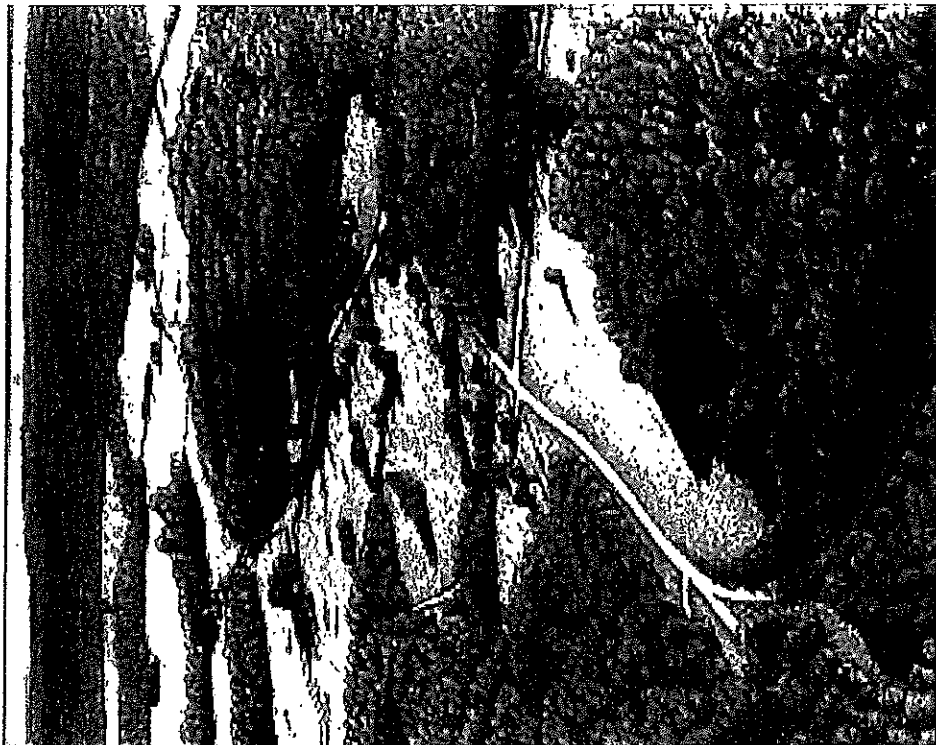
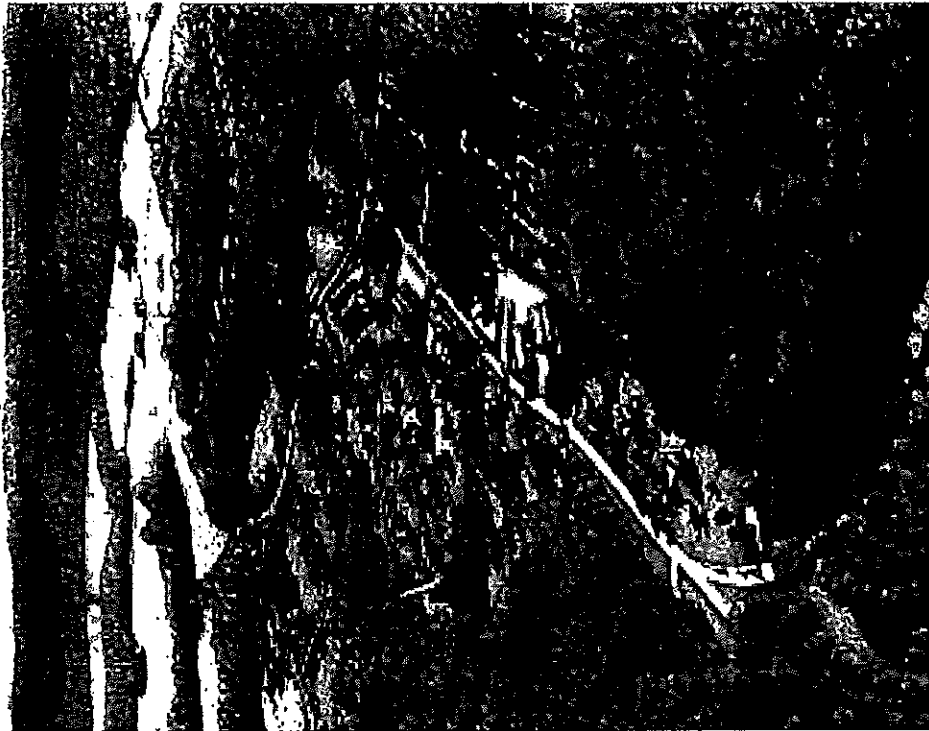


Greenspace – One of the city's greatest assets



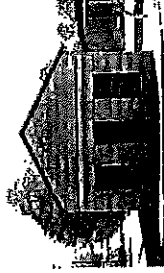


Source: P. J. R. ...





Source: Rural Hygiene

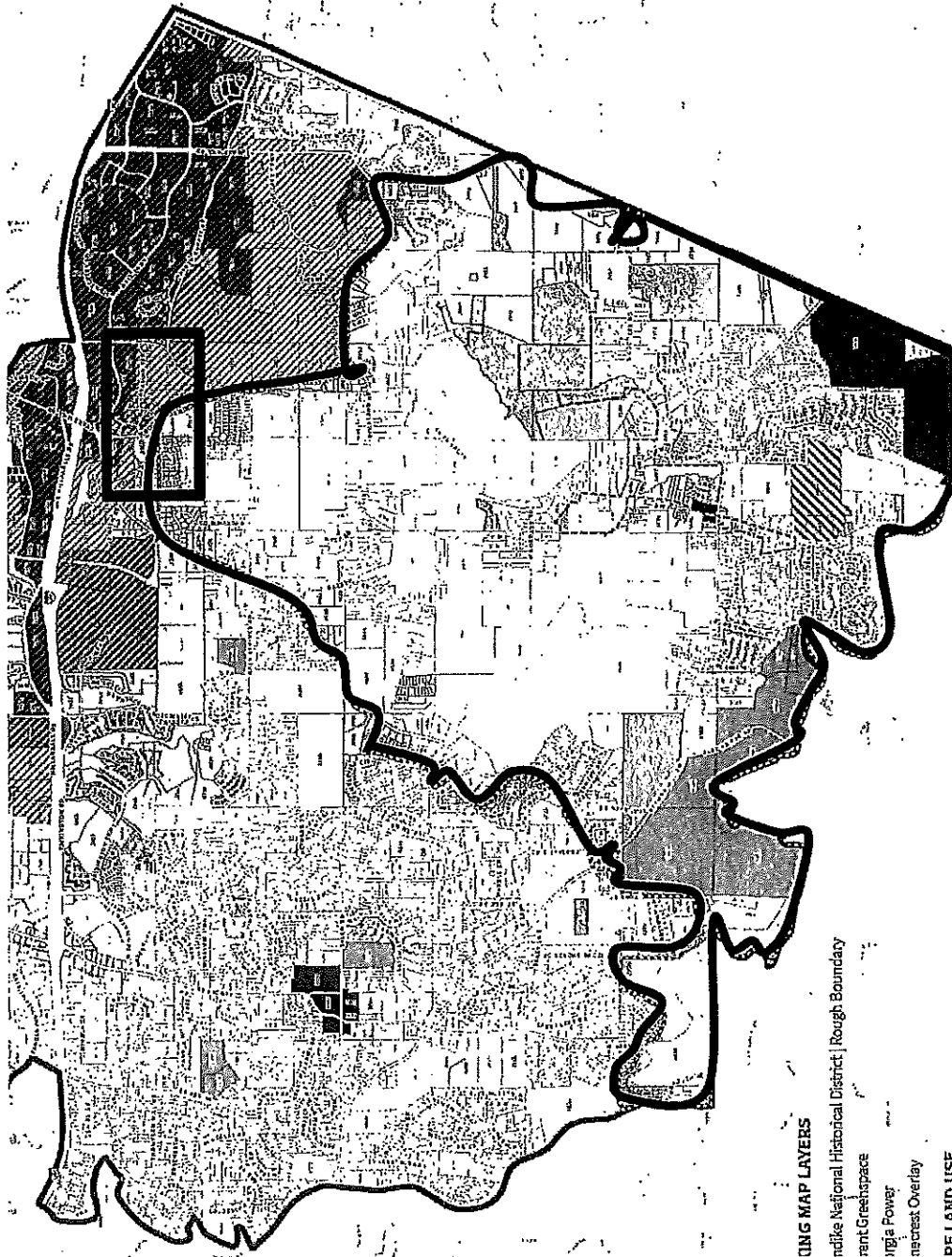


**Recommendations for the Interpretation of the
Arabia Mountain Natural Resource
Protection Overlay District**

Presented to the Parish County Planning and Sustainability Committee and the Arabie Akoussio Alkabyge Area Alliance by the HIST 8640 Preservation Planning Class of the Heritage Preservation Graduate Program at Georgia State University—Spring, 2016

Stonecrest Overlay: Tier V

...seeks to preserve the rural and scenic beauty of Arabia Mountain while providing flexibility to allow for creativity in site design and development... minimize the environmental and visual impacts of new development on natural resources and historically and culturally significant sites and structures while encouraging residential and neighborhood commercial development in a well planned community.



Purpose

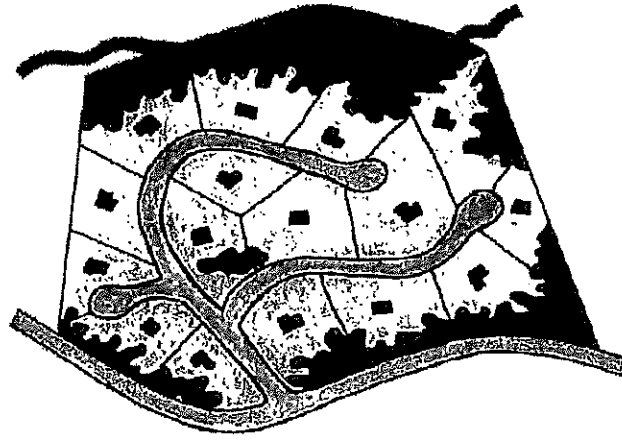
To provide for the protection of natural resources and of scenic views of areas within the boundaries of the AWCOD, so as to protect and enhance the public welfare associated with these natural resources and the aesthetic qualities within this area, consistent with the policies of the Stormwater Comprehensive Plan.



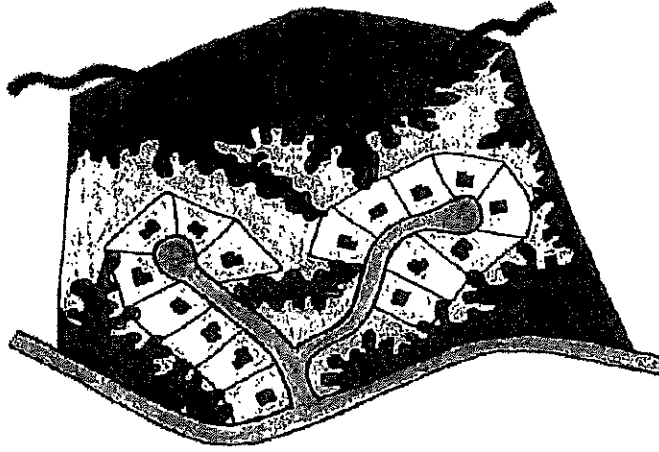
Purpose

To assure that all activities and authorized uses of land allowed within the AP/COD, whether allowed uses or permitted uses, are activities or uses which are designed so as not to detract from or damage the protected natural resources and scenic beauty of this region.

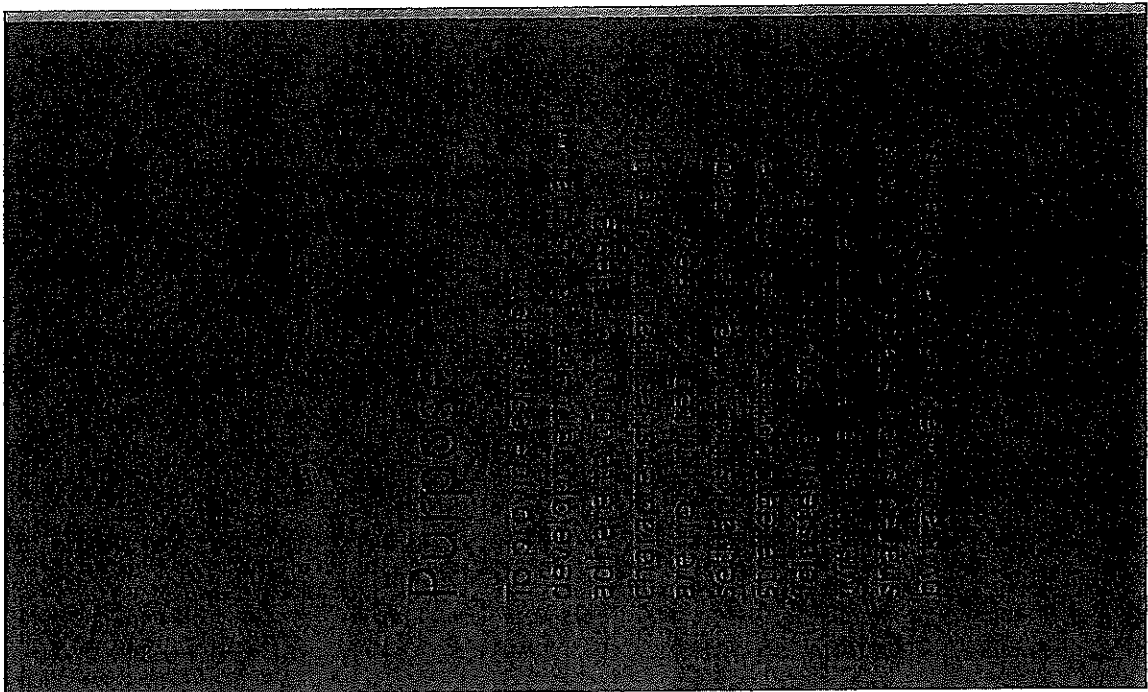




Conventional Residential Development



Conservation / Cluster Residential Development





AMCOD

Achieve goals through:

- ✓ Creative use of topography
- ✓ Limited lot coverage & heights
- ✓ Protected tree cover & land forms
- ✓ Encourage clustering, buffers, and density bonuses
- ✓ Review progress

Comments?

By email to: Ndozier@stonecrestga.gov

Informational meetings:

- District 1: Saturday, December 15
- District 5: Tuesday, December 18
- District 4: Thursday, December 27

Public meetings:

- Thursday, January 03 – Planning Commission, 6pm
 - Monday, January 21 (TBD) – City Council, 7pm
- 



CITY COUNCIL AGENDA ITEM

SUBJECT: Short Term Vacation Rentals 2nd Read

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD 18-0007 (A) & (B) Chapter 27 and Chapter 7 Modifications

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 01/17/19

Work Session:

Council Meeting: 1/28/19

SUBMITTED BY: Nicole C.E. Dozier, Community Development Department Director

PURPOSE: (A) This is a clean-up modification to "Short Term Vacation Rental" Section 4.2.58 providing clarity on the Sq. Ft. per occupant requirement.

(B) This is a clean-up modification to the Building Code Section 7 remove of language not applicable to Stonecrest. **Note: This item will have to be forwarded to DCA for approval prior to city adoption**

RECOMMENDED ACTION: Planning Commission recommended deferral of item (A) and approval of item (B) at the January 3, 2019 meeting. Item (A) was recommended for deferral due to concerns over the Public's ability to review document because it was posted to the website late.

OPTIONS: Defer back to the Planning Commission, Approve; Deny; or make Alternative conditions

ATTACHMENTS:

#1 Planning Commission Staff Report

Attachment #1

1/3/2019

Planning Commission Staff Report

TMOD 18-0007 (A) & (B)

Chapter 27 and Chapter 7 Modifications



PLANNING COMMISSION STAFF REPORT

MEETING DATE: January 3, 2019

GENERAL INFORMATION

Petition Number: TMOD 18-0007

Applicant: Stonecrest Community Development Department

Project Location: City-Wide

Discussion: This is a modification of Article 27 Short Term Vacation Rental Ordinance and minor modification to Chapter 7 Building Code.

**AN ORDINANCE OF THE CITY OF STONECREST, GEORGIA, AMENDING
CHAPTER 27, ARTICLE IV TO CLARIFY EXISTING REGULATIONS ON SQUARE
FOOTAGE OF SLEEPING AREAS.**

WHEREAS, the City of Stonecrest is authorized to exercise the power of zoning Ga. Const. Art. IX, Section II, ¶ IV, Ga. Const. Art. IX, Section II, ¶¶ I and III, Official Code of Georgia Annotated (O.C.G.A.) § 36-66-1 et seq., the City's Charter, the City's general police powers, and by other powers and authority provided by federal, state and local laws applicable hereto; and

WHEREAS, the City of Stonecrest continues to exercise its zoning powers to provide comprehensive city planning and ensure a safe, healthy, and aesthetically pleasing community; and

WHEREAS, as the City of Stonecrest experiences growth and gains knowledge through the exercise of these powers, it is necessary to and, amend, and/or remove certain requirements in the Zoning Ordinance; and

WHEREAS, the City of Stonecrest recognizes necessity of implementing regulations which protect the health, safety and welfare of its citizens as well as tourists in the city who choose alternative accommodations, such as Short Term Vacation Rentals.

WHEREAS, the Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*, provides statutory requirements which must be met by a local government to enact zoning ordinances and make zoning decisions, including, requiring publication of notice and public hearing prior to the enactment of zoning ordinances;

WHEREAS, the City of Stonecrest has advertised and held public hearings on _____ and _____ on the adoption of the amendment to Chapter 27, Article IV:

WHEREAS, this Ordinance seeks to clarify the existing regulations on Short Term Vacation Rentals to ensure a safe, healthy, and aesthetically pleasing community for the citizens and visitors of the City of Stonecrest, Georgia.

THEREFORE, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as follows:

Section 1: Section 4.2.58 of The Code of the City of Stonecrest, Georgia, is hereby amended to read as follows:

- A. No individual renting the property shall stay for longer than 30 consecutive days.
- B. The STVR shall not be operated in such a way as to change the residential character of the neighborhood in which it is located and shall comply with the noise ordinance.
- C. In every dwelling of two (2) or more rooms, every room occupied for sleeping purposes by one (1) occupant shall contain not less than 70 square feet of floor area, and every room occupied for sleeping purposes by two (2) occupants shall contain at least one

37 hundred twenty (120) square feet of floor area. Maximum occupancy limits for any
38 overnight guests must not exceed two guests for every bedroom located in the STVR.

39 D. Every Bedroom shall have a window facing directly and opening to the outdoors.

40 E. Every bedroom shall have access to not less than one water closet and lavatory without
41 passing through another bedroom. Every bedroom in an STVR shall have access to not
42 less than one water closet and lavatory located in the same story as the bedroom or an
43 adjacent story.

44 F. There shall also be provided at least one (1) off-street parking space for each bedroom
45 used as a part of the STVR.

46 G. No signs or advertising are permitted to identify or advertise the existence of the STVR,
47 beyond those otherwise allowed for the residential property.

48 H. All STVR units shall be furnished with a telephone that is connected to a landline or
49 similar type connection, including a voice over internet protocol, in order that 911
50 dispatch may be able to readily identify the address and/or location from where the call is
51 made when dialed.

52 I. A diagram depicting two eviction routes shall be posted on or immediately adjacent to
53 every required egress door.

54 J. No individual renting a STVR shall use the STVR for a special event, party, or temporary
55 outdoor event. No owner or operator of a STVR shall permit a STVR to be used for a
56 special event, party, or temporary event.

57 K. It shall be unlawful to establish, operate, or cause to be operated a STVR in the city
58 within 500 feet of another STVR, bed and breakfast, boarding house, Home stay bed and
59 breakfast residence, hotel/motel, hotel/motel extended stay, personal care home, or child
60 caring institution. Measurements for this subsection shall be made in a straight line
61 without regard to intervening structures or objects, between the closest points on the
62 property lines of the two uses.

63
64 **Section 2:**

65 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
66 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
67 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
68 constitutional.

69

70 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
71 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
72 phrase of this Ordinance is severable from every other section, paragraph, sentence,
73 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
74 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
75 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
76 section, paragraph, sentence, clause or phrase of this Ordinance.

77
78 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
79 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
80 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
81 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,
82 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
83 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
84 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed
85 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the
86 Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

87
88 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith
89 are hereby expressly repealed.

90
91 5. The within ordinance shall become effective upon its adoption.

92
93 6. [The provisions of this Ordinance shall become and be made part of The Code of the City
94 of Stonecrest, Georgia, and the sections of this Ordinance may be renumbered to
95 accomplish such intention.]

96 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 2019.

97 Approved:

98
99
100 _____
101 Jason Lary, Sr., Mayor

102
103 As to form:

104
105
106 _____
107 City Attorney

108
109 Attest:

110
111

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2019-_____

112 _____
113 Brenda James, City Clerk

1 **AN ORDINANCE OF THE CITY OF STONECREST, GEORGIA, AMENDING**
2 **CHAPTER 7, TO CLARIFY REGULATIONS CONCERNING BUILDINGS AND**
3 **CONSTRUCTION**

4 **WHEREAS**, the City of Stonecrest, Georgia Mayor and City Council are authorized by the
5 City Charter to regulate and to license the erection and construction of buildings and all other
6 structures and to adopt all required and permissive international codes as adopted by the State of
7 Georgia; and

8 **WHEREAS**, the Mayor and City Council are charged with preserving the health, safety and
9 welfare of the citizens of the City; and

10 **WHEREAS**, the Mayor and City Council deem it necessary to adopt building and construction
11 regulations, as well as the International Property Maintenance Code, in order to ensure the safety
12 of buildings in the City.

13 **THEREFORE**, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as
14 follows:

15 **Section 1: Section 7-24(b)(2)(f) of The Code of the City of Stonecrest, Georgia, is hereby**
16 **amended to read as follows:**

17 f. All residential driveways, stops, patios, and walkways shall bear on properly compacted
18 soil, foundation ledges or be doweled at slab. Maximum residential driveways slopes
19 shall not exceed 20 percent grade. At the entrance of a garage, the garage floor shall be
20 elevated two inches above the driveway or a drainage system approved by the director
21 shall be installed at the entrance to the garage. Residential garages and carports shall
22 contain not less than 19 feet six inches of actual automobile parking depth. ~~Upon~~
23 ~~completion of construction of any driveway or garage, the engineer of record shall~~
24 ~~provide written certification to the director that such driveway and/or garage complies~~
25 ~~with the requirements of this Code, including the requirements of this section~~
26

27 **Section 2: Section 7-143 of The Code of the City of Stonecrest, Georgia, is hereby**
28 **amended to read as follows:**

29 (a) *Required.* No building or structure or portion thereof shall be occupied or a change made in
30 the type of occupancy or the nature of the use of an existing building or part thereof until
31 after an appropriate certificate as required by this section has been issued.

32 (b) *Certificate of occupancy.*

33 (1) *Issuance.* A certificate of occupancy shall not be issued by the Building Official until
34 the building, structure and intended use complies with all applicable requirements of the
35 zoning ordinance, all construction is complete and all required final building, plumbing,
36 mechanical, gas, electric, fire, health, vegetation protection and site drainage
37 inspections have been performed and approved.

38 (2) *Scope.* The certificate of occupancy certifies that all final inspections have been
39 completed and the structure has been erected, to the best of the inspector's knowledge,

40 in compliance with applicable Code requirements at the time of the issuance of the
41 certificate. However, issuance of a certificate of occupancy shall not excuse the builder,
42 contractor, tenant, or property owner from liability for any violation of the Code or any
43 other applicable laws. Occupancy shall be limited to the area or portion of a building or
44 structure defined by the building permit for which the certificate of occupancy is issued.

45 (c) *Temporary certificate of occupancy.*

46 (1) *Scope.* A temporary certificate of occupancy may be issued for non-residential buildings
47 or portions thereof, before the completion of the entire work covered by the permit, for
48 a specified period of time when it has been determined by the Building Official or
49 designee that no outstanding Code violations or deficiencies exist and the building may
50 be safely occupied for the use and time requested. A request for a temporary certificate
51 of occupancy shall be made on such form as prescribed by the Building Official.

52 (2) *Issuance.* A temporary certificate of occupancy shall be issued for stated purposes only
53 when construction has not been fully completed and all final inspections have not been
54 performed for a set time period as determined by the Building Official.

55 (3) *Revocation.* A temporary certificate of occupancy may be revoked, in writing, at the
56 option of the Building Official for any and/or all of the following reasons:

57 a. Violation of any building, plumbing, mechanical, electrical, fire safety or site
58 development codes or regulations.

59 b. Failure to complete any stage of construction and/or site improvements required by
60 the Building Official in a timely manner.

61 c. Unauthorized occupancy or use of any part or portion of the building or structure
62 other than the area or portion for which a temporary certificate of occupancy has
63 been granted.

64 d. Incorrect information supplied by the permit holder.

65 e. Any other conditions that may affect the health, safety and welfare of persons or
66 property.

67 (d) *Certificate of completion.* A certificate of completion shall be issued upon satisfactory
68 completion of a building, structure, and/or plumbing, mechanical, gas or electrical system,
69 when a certificate of occupancy is not required. The certificate of completion does not grant
70 authority to occupy a building or structure or change the type of occupancy or nature of use
71 prior to the issuance of a certificate of occupancy.

72 ~~(e) *Certificate of change of tenant.*~~

73 ~~(1) *Scope.* A certificate of change of tenant shall be required whenever there is a change~~
74 ~~of tenant occupancy in any non-residential building, structure or use and no construction,~~
75 ~~alterations, improvements or repairs to the building, structure, plumbing, mechanical, gas, or~~
76 ~~electrical systems have been or are to be made. The new tenant or building owner shall be~~
77 ~~required to submit current as-built floor and fixture plans for review and complete a~~
78 ~~repair/improvement declaration. Upon approval and payment of a change of tenant fee and~~

79 ~~satisfactory inspection to determine compliance with the submitted and approved floor and~~
80 ~~fixture plan, repair/improvement declaration, and applicable sections of this Chapter, a~~
81 ~~certificate of change of tenant shall be issued.~~

82 ~~(2) *Permits required.* If the change of tenant involves any construction, alterations,~~
83 ~~improvements or repairs to the building, plumbing, mechanical, gas or electrical systems, all~~
84 ~~necessary permits required by this chapter shall be obtained by licensed qualified contractors~~
85 ~~and all necessary inspections shall be performed by the building official before a change of~~
86 ~~tenant, or if required, a new certificate of occupancy is issued.~~

87 (e) *Contents of certificates.* Certificates shall contain the following:

88 (1) The building permit number (or in the case of a certificate of completion, the
89 appropriate trade permit number).

90 (2) The address of the structure.

91 (3) The name and address of the owner.

92 (4) A description of that portion of the structure for which the certificate is issued.

93 (5) A statement that the described portion of the structure has been inspected for
94 compliance with the requirements of this Chapter.

95 (6) The name of the Building Official.

96 (7) The edition of the code under which the permit was issued.

97 (8) If non-residential, the use and occupancy, in accordance with the provisions of chapter
98 3 of the International Building Code.

99 (9) If non-residential, the type of construction as defined in chapter 6 of the International
100 Building Code.

101 (10) If non-residential, the design occupant load.

102 (11) If an automatic sprinkler is provided, whether the sprinkler system is required.

103 (12) Any special stipulations and conditions of the building permit.

104 (f) *Revocation of certificates.* The building official or designee may revoke certificates of
105 occupancy, certificates of completion, and certificates of change of tenant issued under
106 provisions of this Chapter, where it is shown that there have been either one or more of the
107 following:

108 (1) Changes or alterations in construction, type of permitted use or occupancy
109 without written approval by the Building Official or designee.

110 (2) Changes or violations of the conditions of the certificate without written approval
111 by the Building Official or designee.

112 (3) Alterations, additions, or improvements to the building, structure, or systems
113 without permits and inspections required by this Chapter.

114 (4) Violation of any zoning, building, plumbing, mechanical, electrical, fire safety or
115 site development codes or regulations.

- 116 (5) Any condition that may affect the building, structure or service system which, in
117 the opinion of the director, renders the building, structure or service system
118 unsafe, dangerous or uninhabitable.
- 119 (6) After a certificate has been revoked, a valid certificate shall not be issued until all
120 violations, changes, alterations, additions or improvements meet all requirements
121 of this Chapter as determined by the Building Official.
- 122 (g) *Posting Floor Loads.*
- 123 (1) *Occupancy.* An existing or new building shall not be occupied for any purpose
124 which will cause the floors thereof to be loaded beyond their safe capacity. The
125 Building Official may permit occupancy of a building for mercantile, commercial
126 or industrial purposes, by a specific business, when he is satisfied that such
127 capacity will not thereby be exceeded.
- 128 (2) *Storage and Factory-industrial occupancies.* It shall be the responsibility of the
129 owner, agent, proprietor or occupant of Group S and Group F occupancies, or any
130 occupancy where excessive floor loading is likely to occur, to employ a
131 competent architect or engineer in computing the safe load capacity. All such
132 computations shall be accompanied by a stamped and signed affidavit from the
133 architect or engineer stating the safe, allowable floor load on each floor in pounds
134 per square foot uniformly distributed. The computations and affidavit shall be
135 filed as a permanent record of the building department.
- 136 (3) *Signs required.* In every building or part of a building used for storage, industrial,
137 or hazardous purposes, the safe floor loads, as reviewed by the Building Official
138 on the plan, shall be marked on plates of approved design which shall be supplied
139 and securely affixed by the owner of the building in a conspicuous place in each
140 story to which they relate. Such plates shall not be removed or defaced, and if
141 lost, removed or defaced, shall be replaced by the owner of the building.

143 **Section 3:** Section 7-170 of The Code of the City of Stonecrest, Georgia, is hereby
144 amended to read as follows:

145 **Sec. 7-170. - Construction or work; approval and accessibility.**

- 146 (a) *Generally.* Construction or work for which a permit is required shall be subject to inspection
147 by the Building Official and such construction or work shall remain accessible and exposed
148 for inspection purposes until approved. Approval as a result of an inspection shall not be
149 construed to be an approval of a violation of the provisions of this Chapter or of other
150 applicable provisions of the Code. Inspections presuming to give authority to violate or
151 cancel the provisions of this Chapter or of other provisions of the Code shall not be valid. It
152 shall be the duty of the permit applicant to cause the work to remain accessible and exposed

- 153 for inspection purposes. Neither the Building Official nor the city shall be liable for any
154 expense entailed in the removal or replacement of any material required to allow inspection.
- 155 (b) *Preliminary inspection.* Before issuing a permit, the Building Official is authorized to
156 examine, or cause to be examined, buildings, structures, systems and sites for which an
157 application has been filed.
- 158 (c) *Required inspections.* The Building Official, upon notification, shall make the inspections
159 set forth as follows:
- 160 (1) *Building.*
- 161 a. *Foundation and slab inspection.* To be made after trenches are excavated, forms are
162 erected, and reinforcement is installed but before concrete is put in place. The
163 appropriate silt and erosion control measures must be in place and functional.
- 164 b. *Damproofing inspection.* To be made prior to backfill of crawl space or basement
165 foundation walls.
- 166 c. *Pre-cladding/sheathing inspection.* To be made after the roof, wall bracing, are
167 installed and prior to placement of exterior cladding. Rough inspections on trades
168 need not be complete for pre-cladding inspection.
- 169 ~~d. *Roof felt and sheathing inspection.* To be performed after felt is installed and prior
170 to covering exterior wall sheathing with felt paper, house wrap or siding as follows:
171 For existing homes having the roof replaced, the inspection shall consist of: Valley
172 flashing consisting of either~~
- 173 ~~1. Metal flashing at least 24 inches wide having no less than 12 inches on either
174 side of the valley;~~
- 175 ~~2. Self-sealing flashing shall be installed at least 36 inches wide having no less
176 than 18 inches on either side of the valley; or~~
- 177 ~~3. Roll roofing shall be installed at least 36 inches wide having no less than 18
178 inches on either side of the valley~~
- 179 d. *Frame (rough) inspection.* To be made after wiring, piping, chimneys, duct and
180 vents to be concealed are in place and all fire blocking is in place this inspection
181 occurs before any insulation or wall coverings are installed.
- 182 e. *Final inspection.* To be made after the building or structure is completed in
183 compliance with this Code prior to issuance of the certificate of occupancy.
- 184 (2) *Electrical.*
- 185 a. *Underground and slab inspection.* To be made after trenches or ditches are
186 excavated, forms are erected, conduit or cable are installed, and before any backfill
187 or concrete is put in place.
- 188 b. *Rough-in inspection.* To be made after the roof, framing, fire blocking, bracing, and
189 wiring are in place and prior to the installation of insulation and wall and ceiling
190 membranes.

- 191 c. *Temporary Power Inspection.* Temporary approval for connection to the utility can
192 be granted prior to completion. The temporary connection is only valid for a period
193 not to exceed 90 days.
- 194 d. *Final inspection.* To be made after the building or structure is complete, all
195 required electrical outlets, switches and fixtures are in place and properly connected
196 or protected, and the building or structure is ready for occupancy.

197

198 (3) *Plumbing.*

- 199 a. *Underground and slab inspection.* To be made after trenches or ditches are
200 excavated, forms are erected, piping installed and before any backfill or concrete is
201 put in place. The appropriate silt and erosion control measures must be in place and
202 functional.
- 203 b. *Rough-in inspection.* To be made after the roof, framing, fire blocking and bracing
204 are in place and all water, soil, waste and vent piping is complete and prior to the
205 installation of wall and ceiling membranes.
- 206 c. *Final inspection.* To be made after the building is complete, and all plumbing
207 fixtures and appliances are in place and properly connected, and the structure is
208 ready for occupancy.
- 209 d. *Testing.* Plumbing work and systems shall be tested as required in section 312 of
210 the International Plumbing Code. Tests shall be made by the permit holder and
211 observed by the Building Official.

212 (4) *Mechanical.*

- 213 a. *Underground and slab inspection.* To be made after trenches or ditches are
214 excavated, forms are erected, underground duct and fuel piping is installed and
215 before any backfill and concrete is put in place.
- 216 b. *Rough-in inspection.* To be made after the roof, framing, fire blocking and bracing
217 are in place and all duct and fuel piping to be concealed are complete and prior to
218 the installation of wall and ceiling membranes.
- 219 c. No mechanical equipment or ductwork is allowed to be installed in any building
220 that is not adequately sealed from the weather. Any ductwork or equipment
221 contaminated by stormwater must be replaced to prevent a potential mold issue or
222 health hazard, as recommended by the DCA Mold Task Force.
- 223 d. *Final inspection.* To be made after the building is complete, the mechanical system
224 and appliances are in place and properly connected and the structure is ready for
225 occupancy.

226 (5) *Gas.*

- 227 a. *Rough-in inspection.* To be made after all piping authorized by the permit has been
228 installed and before any such piping has been covered and concealed or any
229 fixtures or appliances have been connected.

- 230 b. *Final piping inspection.* To be made after all piping authorized by the permit has
231 been installed, after all portions which are to be covered or concealed by wall and
232 ceiling membranes, plastering, stone or brickwork have been so concealed, and
233 before any fixtures or gas appliances have been connected. Log lighters shall be
234 permitted separately and inspected.
- 235 c. *Testing.* This inspection shall include a gas pressure test.
- 236 d. *Final inspection.* To be made on all new gas work authorized by the permit and
237 such portions of existing systems as may be affected by the new work or any
238 changes, to ensure compliance with the requirements of this chapter and to assure
239 that the installation and construction of the gas system is in accordance with
240 reviewed plans.
- 241 (6) *Energy.*
- 242 a. *Insulation inspection.* To be made after all rough inspections are complete and
243 approved and before exterior wall insulation is concealed by wall board to check
244 installation of the exterior insulation envelope and to inspect that all holes and
245 cracks through the structure envelope have been sealed in an appropriate manner as
246 to restrict air passage.
- 247 b. *Final inspection.* To be made after the building is completed and ready for
248 occupancy. To verify installation and R-value of ceiling and floor insulation. To
249 verify correct SEER ratings on appliances. Verification of compliance with all state
250 amendments for the energy code in regards to sealing and compliance certificates
251 where applicable and properly posted.
- 252 (d) *Residential floodplain inspections.* For construction permitted in areas prone to flooding as
253 established by table R301.2(1) of the International Residential Building Code, upon
254 placement of the lowest floor, including basement, and prior to further vertical construction,
255 the building official shall require submission of a certification of the elevation of the lowest
256 floor, including basement, prepared by a registered professional engineer or land surveyor,
257 as required in section R327 of the International Residential Building Code.
- 258 (e) *Fire-resistant penetrations.* Protection of joints and penetrations in fire-resistance-rated
259 assemblies shall not be concealed from view until inspected and approved.
- 260 (f) *Other inspections.* In addition to any other inspections, the Building Official is authorized to
261 make or require other inspections of any construction work to ascertain compliance with the
262 provisions of this Chapter and other applicable provisions of the code that are enforced by
263 the city.
- 264 (g) *Residential fire-resistance-rated construction inspections.* Where fire-resistance-rated
265 construction is required between dwelling units or due to the location on the property, the
266 Building Official shall require an inspection of such construction after all lathing and/or
267 wallboard is in place, but before any plaster is applied, or before wallboard joints and
268 fasteners are taped and finished.

- 269 (h) *Inspection agencies.* The Building Official is authorized to request and accept reports of
270 approved inspection agencies, provided such agencies satisfy the requirements of this
271 Chapter.
- 272 (i) *Pre-qualified alternate registered engineer inspections.*
- 273 (1) When it is evident that the city cannot provide an inspection service of construction
274 covered by this Chapter within two business days of receiving a valid written request
275 for an inspection, then, in lieu of an inspection by inspections personnel employed by
276 the city, any person, firm, or corporation engaged in a construction project which
277 requires an inspection, shall have the option of retaining, at their own expense, a pre-
278 qualified alternate registered professional engineer who holds a certificate of
279 registration issued under chapter 15 of title 43 of the Official Code of Georgia
280 Annotated, and who is not an employee or otherwise affiliated with or financially
281 interested in such person, firm, or corporation, to provide the required inspection. Pre-
282 qualified alternate registered professional engineers shall conduct inspections in
283 accordance with all applicable provisions of this Code and state law, including, but not
284 limited to, O.C.G.A. § 8-2-26, as amended.
- 285 (2) The city shall provide for the pre-qualification of alternate registered engineers who
286 may perform inspections pursuant to this section. A pre-qualified alternate registered
287 engineer inspector who personally makes the inspection, shall hold, in addition to the
288 certificate registration required under chapter 15 International Code Council/ICC of title
289 43 of the Official Code of Georgia Annotated, a certification that matches his area of
290 expertise. Pre-qualified alternate registered engineers may provide inspections in their
291 scope of expertise providing they hold the aforementioned certifications that match their
292 expertise. In lieu of personally holding an International Code Council certification, a
293 registered engineer may employ technicians who hold the required appropriate
294 International Code Council certifications to actually make the inspections. These
295 employees shall also be pre-qualified by the city. Inspection reports submitted to the
296 city shall contain both the certified technician's signature and the signature and seal of
297 the pre-qualified alternate registered engineer and their dates of certification.
- 298 (3) Pre-qualified alternate registered engineer inspections and reports shall be accepted only
299 from persons or firms who have been pre-qualified by the Building Official. The
300 requirements, procedures, application forms and report forms shall be as required by the
301 Building Official.
- 302 (j) *Inspections requests.* It shall be the duty of the holder of the permit or their duly authorized
303 agent to notify the building official when work is ready for inspection. It shall be the duty of
304 the permit holder to provide safe access to and a safe means for inspection of such work for
305 any inspections that are required by this Chapter.
- 306 (k) *Approval required.* Work shall not be done beyond the point indicated in each successive
307 inspection without first obtaining the approval of the Building Official. The Building

308 Official, upon notification, shall make the requested inspections and shall either indicate the
309 portion of the construction that is satisfactory as completed or shall notify the permit holder
310 or an agent of the permit holder wherein the same fails to comply with this Code. Any
311 portions that do not comply shall be corrected and such portion shall not be covered or
312 concealed until authorized by the Building Official.

313 (l) *Re-inspection fee.* Re-inspection fees shall be required in accordance with the fee schedule
314 as adopted by the city council when work performed is required to be re-inspected due to the
315 following reasons:

316 (1) The re-inspection is not approved due to a failure to correct a previously noted code
317 violation on a prior inspection;

318 (2) The job is not ready for inspection when an inspection is requested and performed;

319 (3) The building or structure is not accessible and inspection cannot be performed;

320 (4) Work to be inspected has been covered or concealed and proper inspection cannot be
321 performed; or

322 (5) Prior issuance of a stop work order requires re-inspection.

323 (m) *Right-of-entry.* Inspections required under the provisions of this Chapter shall be made by
324 the Building Official or designee. Upon presentation of proper credentials, the Building
325 Official or designee may enter the premises between 8:00 a.m. and 7:00 p.m. to perform any
326 duty imposed by this Chapter, provided that the building official or designee has consent to
327 enter the premises or has obtained and presents an inspection warrant as described in this
328 Chapter.

329 (n) *Manufacturers and Fabricators.* When deemed necessary by the Building Official, he shall
330 make, or cause to be made, an inspection of materials or assemblies at the point of
331 manufacture or fabrication. A record shall be made of every such examination and
332 inspection and of all violations of the construction codes.

333 (o) *Inspections prior to issuance of certificate of occupancy or completion.* The Building
334 Official shall inspect, or cause to be inspected, at various intervals all construction or work
335 for which a permit is required, and a final inspection shall be made of every building,
336 structure, electrical, gas, mechanical or plumbing system upon completion, prior to issuance
337 of the certificate of occupancy or completion.

338 (p) *Posting of permit.* Work requiring a permit shall not commence until the permit holder or
339 his agent posts the permit card in a conspicuous place on the premises. The permit shall be
340 protected from the weather and located in such position as to permit the Building Official or
341 representative to conveniently make required entries thereon. This permit card shall be
342 maintained in such position by the permit holder until the certificate of occupancy or
343 completion is issued by the Building Official.

344

345 **Section 4:**

- 346 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
347 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
348 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
349 constitutional.
- 350
- 351 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
352 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
353 phrase of this Ordinance is severable from every other section, paragraph, sentence,
354 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
355 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
356 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
357 section, paragraph, sentence, clause or phrase of this Ordinance.
- 358
- 359 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
360 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
361 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
362 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,
363 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
364 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
365 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed
366 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the
367 Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
368
- 369 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith
370 are hereby expressly repealed.
- 371
- 372 5. The within ordinance shall become effective upon its adoption.
- 373
- 374 6. [The provisions of this Ordinance shall become and be made part of The Code of the City
375 of Stonecrest, Georgia, and the sections of this Ordinance may be renumbered to
376 accomplish such intention.]

377 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 2019.

378 Approved:

379 _____
380 Jason Lary, Sr., Mayor

381
382
383
384
385 As to form:
386

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2019-_____

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Attest:

Brenda James, City Clerk

City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: Bates & Carter Agreement Municipal Finance Services

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Council Meeting: 02/11/2019

SUBMITTED BY: Mr. Harris, City Manager

PURPOSE: Appointment of Bates Carter as the City's Finance Director, for the remainder of 2019

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval of appointment of Bates Carter to Serve as Finance Director for the City for the remainder of 2019



PH 770.532.9131
FX 770.536.5223
525 CANDLER STREET, NE
PO DRAWER 2396
GAINESVILLE, GEORGIA 30503
WWW.BATESCARTER.COM

February 8, 2019

To Mayor and City Council
City of Stonecrest
Stonecrest, Georgia 30038

We are pleased to confirm our understanding of the services we are to provide for the City of Stonecrest for the year ended December 31, 2019.

We will perform monthly oversight and consulting services as provided in the attached Schedule of Services.

Our Responsibilities

The objective of our engagement is to:

- 1) perform financial consulting services in accordance with accounting principles generally accepted in the United States of America and
- 2) apply governmental accounting and financial reporting expertise to assist you in the preparation of financial reports.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Attached is a schedule of services that we expect to provide along with their frequency. **Please review the attached schedule and make any changes necessary.**

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to perform consulting and oversight services in accordance with accounting principles generally accepted in the United States of America and assist you in the bookkeeping services and/or preparation of the financial reports in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements, if applicable.
- 2) The prevention and detection of fraud.
- 3) To ensure that the City complies with the laws and regulations applicable to its activities.
- 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

5) To provide us with—

- access to all information of which you are aware is relevant to the preparation and fair presentation of the financial reports, such as records, documentation, and other matters.
- additional information that we may request from you for the purpose of the engagement.
- unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our monthly oversight and consulting services and/or preparation of financial reports. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Other Relevant Information

All services will be under the direction of Kristi Griffin, the engagement partner. Melanie Chandler will be the day to day contact for the consulting services. We anticipate starting this engagement in March 2019. Either party may terminate this agreement upon thirty days written notice.

We will invoice you \$4,200 per month, representing a monthly block of 28 average hours to be used as needed. The total contract will be \$42,000 for the period March 1, 2019 – December 31, 2019. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and determine if a new contract needs to be entered for the additional work. Our fees are payable upon presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Bates, Carter & Co., LLP

Acknowledged and agreed by:

(Government Entity)

(Name and Title)

(Date)

Schedule of services prepared for:

City of Stonecrest, Georgia

For FY 2019 work to be performed March 2019 through December 2019

	Estimated Time
Monthly Review Services	
Review account reconciliations	2
Review material general ledger account activity	5
Review journal entries	1
Review earnings records	1
Consulting services (provide assistance/answers as needed)	5
Review and analysis of Balance sheet	1
Review and analysis of Statement of Expenditures	1
Review and analysis of Budget to Actual	1
Present financial reports to City Council	1
Total hours each month for monthly review services	18
	<i>x \$150 per hour for 10 months</i>
	\$ 27,000.00
Other Services throughout engagement	
Review payroll tax returns/quarterly payroll reports	
Review annual payroll returns	5
Provide assistance/review workpapers for audit preparation	40
Review of chart of accounts to ensure compliance and assist with changes	10
Review current policies and procedures	25
Review of audit recommendations and remedies	5
Setup of SPLOST accounts and procedures	15
Total hours for other services	100
	<i>x \$150 per hour</i>
	\$ 15,000.00
Total annual anticipated hours	280
Total fee	\$ 42,000.00
	<i>/10 months</i>
Total monthly fee	\$ 4,200.00

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

JAN 23 2019

ELECTIONS DIVISION

ORDINANCE 2018-11-02

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF STONECREST, GEORGIA, FOR THE PURPOSE OF CHANGING THE NAME OF THE CITY ACCOUNTANT TO THE CITY FINANCE DIRECTOR; TO PROVIDE THAT THE CITY COUNCIL HAS THE AUTHORITY TO MAKE THE APPOINTMENT; TO DEFINE THE DUTIES OF THE CITY FINANCE DIRECTOR BY AMENDING SECTION 3.11 OF ARTICLE III OF THE CITY CHARTER

7 **WHEREAS**, Section 3.11 of the Charter of the City of Stonecrest, Georgia (the "City Charter")
8 provides that the mayor may appoint a city account subject to the confirmation by
9 the city council to perform the duties of an accountant; and
10

11 **WHEREAS**, the Mayor and City Council of the City of Stonecrest desire that the name of the
12 City Accountant be changed to the City Finance Director, that the City Council
13 appoint the City Finance Director and to further define the duties of the City
14 Finance Director; and
15

16 **WHEREAS**, the Mayor and City Council of the City of Stonecrest have determined that the
17 City Charter should be amended by Home Rule to make the necessary change;
18 and
19

20 **WHEREAS**, Article IX, Section II, Paragraph II of the Constitution of the State of Georgia,
21 which is titled Home Rule for Municipalities, allows the General Assembly of the
22 State of Georgia to provide by law for the self-government of municipalities,
23 which the General Assembly has done with the Municipal Home Rule Act of
24 1965, provided in O.C.G.A. 36-35-1 *et seq.*;

25
26 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) allows municipal charters to be amended by ordinances
27 duly adopted at two (2) regular consecutive meetings of the municipal governing
28 authority, not less than seven (7) nor more than sixty (60) days apart; and
29

30 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) requires a notice containing a synopsis of the proposed
31 amendment to be published in a newspaper of general circulation in the municipal
32 corporation once a week for three (3) weeks within a period of sixty (60) days
33 immediately preceding its final adoption; and
34

35 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) further requires that the notice shall state that a copy of
36 the proposed amendment is on file in the office of the clerk of the municipal
37 governing authority and in the office of the clerk of the superior court of the
38 county of the legal situs of the municipal corporation for the purpose of
39 examination and inspection by the public; and
40

41 **WHEREAS**, pursuant to O.C.G.A. 36-35-3(b)(1), the required notice has been published in a
42 newspaper of general circulation in the municipal corporation once a week for

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2018- 11-02

43 three (3) weeks prior to its final adoption, and a copy of the proposed amendment
44 has been placed on file in the Office of the Clerk of the City of Stonecrest and in
45 the Office of the Clerk of Superior Court of DeKalb County, Georgia, as required
46 by Georgia law; and
47

48 **WHEREAS**, the required notice will have been published within the statutory period of sixty
49 (60) days immediately preceding the final adoption of this Ordinance amending
50 the City Charter; and
51

52 **WHEREAS**, the title of this Ordinance shall have been read and this Ordinance duly adopted at
53 two consecutive City Council meetings not less than seven (7) nor more than sixty
54 (60) days apart as required by Georgia law.
55

56 **THEREFORE**, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as
57 follows:

58 **Section 1:** That the Charter of the City of Stonecrest, Georgia, is hereby amended as follows:
59

60 Section 3.11 of Article III of the City Charter is hereby amended and restated in its entirety as
61 follows:

62 "SECTION 3.11
63 City Finance Director
64

65 The city council shall appoint a City Finance Director to supervise and perform the financial
66 accounting and treasury functions of the City of Stonecrest."
67
68

69 **Section 2:**

70 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
71 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
72 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
73 constitutional.

74
75 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
76 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
77 phrase of this Ordinance is severable from every other section, paragraph, sentence,
78 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
79 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
80 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
81 section, paragraph, sentence, clause or phrase of this Ordinance.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2018- 11-02

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3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are hereby expressly repealed.
5. The within ordinance shall become effective upon its adoption.
6. The provisions of this Ordinance shall become and be made part of the City Charter and shall be codified in accordance with state law.

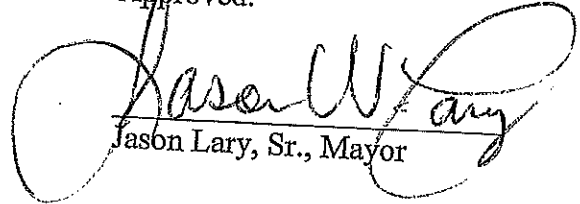
STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2018-11-02

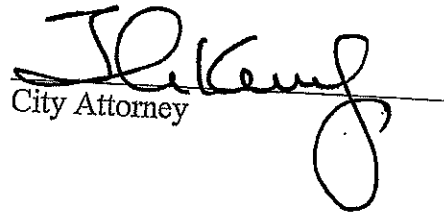
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SO ORDAINED AND EFFECTIVE this the 7th day of November, 2018.

Approved:

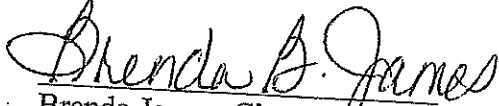

Jason Lary, Sr., Mayor

As to form:


City Attorney

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Attest:

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Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: SPLOST Program Managment

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



CITY COUNCIL AGENDA ITEM

SUBJECT: Comprehensive Transportation Plan

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Council Meeting: 02/11/2019

SUBMITTED BY:

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: