



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

CITY COUNCIL WORK SESSION

January 28, 2019

6:00p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

II. AGENDA ITEMS:

1. Discussion on Ethics Policy
2. Engagement Letter with Bates Carter & Company as Finance Director for City of Stonecrest
3. Engagement Letter with Mauldin Jenkins for Auditing Services
4. Resolution to Appoint Members of the Arabia Mountain Overlay Steering Committee
5. Resolution to Appoint Members to the Stonecrest Education Committee
6. Resolution to Appoint Members to the Stonecrest Finance Committee
7. Resolution to Appoint Members of the Steering Committee to negotiate the IGA with the East Metro DeKalb CID
8. Resolution to Appoint Members of the SPLOST Citizen Oversight Advisory Committee
9. Resolution to Appoint Members of the Stonecrest Film Committee

10. Amendment to the Purchasing Policy

III. ADJOURNMENT:



CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on the Ethics Policy

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

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: Mayor

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

1 **ORDINANCE OF THE CITY OF STONECREST, GEORGIA, ADOPTING ARTICLE X,**
2 **CODE OF ETHICS, IN CHAPTER 2, ADMINISTRATION, OF THE CITY CODE.**

3 **WHEREAS,** the City of Stonecrest, Georgia Mayor and City Council are authorized by
4 Section 1.03 of the City Charter to adopt “ethics ordinances and regulations governing such
5 things including, but not limited to, the conduct of municipal elected officials, appointed
6 officials, contractors, vendors, and employees; establishing procedures for ethics complaints; and
7 setting forth penalties for violations of such rules and procedures;” and

8 **WHEREAS,** this Ordinance shall be adopted as part of the City of Stonecrest City
9 Code, as Article X, Code of Ethics, in Chapter 2, Administration.

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

12 **Section 1:** The Mayor and City Council of the City of Stonecrest, Georgia hereby adopt
13 an ordinance designated as “Article X, Code of Ethics” in Chapter 2, Administration, to
14 read and to be codified as follows:

15
16 **“ARTICLE X. - CODE OF ETHICS**

17 **Sec. 2-375. - Declaration of policy.**

18 (a) It is the policy of the City that the proper operation of democratic government requires that
19 public officials and employees be independent, impartial and responsible to the people; that
20 governmental decisions and policy be made in proper channels of the governmental
21 structure; that public office not be used for personal gain; and that the public have
22 confidence in the integrity of its government. In recognition of these goals, a code of ethics
23 for all city officials and employees is adopted.

24 (b) This code of ethics has the following purposes:

25 (1) To encourage high ethical standards in official conduct by city officials and employees;

26 (2) To establish guidelines for ethical standards of conduct for all such officials and
27 employees by setting forth those acts or actions that are incompatible with the best
28 interest of the city;

29 (3) To require disclosure by such officials and employees of private financial or other
30 interest in manners affecting the city; and

31 (4) To serve as a basis for disciplining those who refuse to abide by its terms.

32 **Sec. 2-376. - Scope of persons covered.**

33 The provisions of this code of ethics shall be applicable to the mayor, all members of the
34 city council, all appointed members of boards, commissions, authorities and other similar bodies,
35 and all employees.

36 **Sec. 2-377. - Definitions.**

37 As used in this Article, the following terms shall have the following meanings, unless the
38 context clearly indicates that a different meaning is intended:

39 (a) *Censure* means the act of condemning as wrong. A censure shall be effectuated by entry in
40 the minutes of a city council meeting.

41 (b) *City official and/or official*, unless otherwise expressly defined, means the mayor, the
42 members of the city council, candidates for the offices of the mayor and city council after
43 legal notice of candidacy and qualification as such candidate, the municipal court judges
44 (including substitute judges), the city manager, any assistant city managers, the city clerk,
45 any deputy city clerks, whether such person is salaried, hired or elected, and all other
46 persons holding positions designated by the city charter, as it may be amended from time to
47 time. City officials, unless otherwise expressly defined, includes individuals appointed by
48 the mayor, city council, or both, to all city boards, commissions, authorities and other

49 similar bodies, unless such individuals or individual members of city boards, commissions,
50 authorities and other similar bodies are specifically exempted from this Article by law, this
51 ordinance and/or the city council.

52 (c) *Complainant* means a person or entity who submits to the city clerk an ethics complaint
53 alleging a violation of this Article.

54 (d) *Decision* means any article, resolution, contract, franchise, formal action or other matter
55 voted on by the city council or other city board or commission, as well as the discussions or
56 deliberations, of the council, board or commission which can or may lead to a vote or formal
57 action by such body.

58 (e) *Discretionary authority* means the power to exercise any judgment in a decision or action.

59 (f) *Employee* means full-time or part-time employees of the City.

60 (g) *Entity* means a sole proprietorship, partnership, limited partnership, firm, corporation,
61 professional corporation, holding company, joint stock company, receivership, trust or any
62 other entity recognized by law through which business may be conducted.

63 (h) *Exempt city boards, commissions, authorities and similar bodies* shall mean all boards,
64 commissions, authorities and similar bodies of the city other than the Board of Zoning
65 Appeals, Design Review Board, Historic Preservation Board, Planning Commission,
66 Construction Appeals Board, Alcohol Licensing and Appeals Board, Stonecrest Convention
67 and Visitors Bureau and any authority created by either the Georgia General Assembly or by
68 the City by resolution or ordinance pursuant to Chapter 61 or Chapter 62 of Title 36 of the
69 Official Code of Georgia Annotated. The members of exempt city boards, commissions,
70 authorities and similar bodies are exempt city officials or officials unless such member is

71 either an elected official of the City or is also a member of another city board, commission,
72 authority or similar body not specifically exempted by this ordinance or by law.

73 (h) *Immediate family* means the legal and/or biological parent, sibling, child, spouse, or any
74 corresponding in-law of any city official or employee.

75 (i) *Interest*:

76 (1) *Incidental interest* means an interest in a person, entity or property which is not a
77 substantial interest.

78 (2) *Remote interest* means an interest of a person or entity, including a city official or
79 employee, who would be affected in the same way as the general public. The interest of
80 a council member in the property tax rate, general city fees, city utility charges, or a
81 comprehensive zoning article or similar decisions is incidental to the extent that the
82 councilmember would be affected in common with the general public.

83 (3) *Substantial interest* means a known interest, either directly or through a member of the
84 Immediate Family, in another person or entity:

85 a. The interest is ownership of five (5) percent or more of the voting stock, shares or
86 equity of an entity or ownership of five thousand dollars (\$5,000.00) or more of the
87 equity or market value of the entity; or

88 b. Funds received by the person from the other person or entity either during the
89 previous twelve (12) months equaled or exceeded five thousand dollars (\$5,000.00) in
90 salary, bonuses, commissions or professional fees, or ten (10) percent of the
91 recipient's gross income during that period, whichever is less; or

92 c. The person serves as a corporate officer or member of the board of directors or other
93 governing board of the for-profit entity other than a corporate entity owned or created
94 by the city council; or

95 d. The person is a creditor, debtor or guarantor of the other person or entity in an
96 amount of five thousand dollars (\$5,000.00) or more.

97 (4) *Substantial interest in real property* means an equitable or legal ownership interest in
98 real property with a fair market value of five thousand dollars (\$5,000.00) or more.

99 (j) *Ethics complaint* means a written document alleging a violation of this Article by a city
100 official or employee. All ethics complaints filed with the city shall contain the following:

101 (1) A brief statement specifically identifying the name and title of the city official or
102 employee against whom the complaint is filed. An ethics complaint may not allege
103 violations and/or seek action against more than one city official or employee;

104 (2) A numbered list separately identifying each improper act which the city official or
105 employee is alleged to have committed, including 1) the date of any such alleged
106 offense(s); 2) the specific section(s) of this Article that each act is alleged to be in
107 violation of; and 3) the factual basis for each alleged violation;

108 (3) A sworn and notarized statement by the complainant attesting that all information in the
109 complaint is true to the complainant's information and knowledge;

110 (4) Email address, phone number and mailing address where the complainant may be
111 contacted; and

112 (5) The complainant's residential address within the city limits.

113 (k) *Reprimand* means an official reproof, reprehension, or rebuke of a wrong. A reprimand shall
114 be effectuated by resolution of the mayor and council.

115 (l) *Respondent* means a city official or employee charged with a violation of this Article.

116 **Sec. 2-378. - Standards of conduct.**

117 (a) No city official or employee shall use such position to secure special privileges or
118 exemptions for such person or others, or to secure confidential information for any purpose
119 other than official responsibilities.

120 (b) No city official or employee, in any matter before the body in which he/she has a substantial
121 interest, shall fail to disclose for the common good for the record such interest prior to any
122 discussion or vote.

123 (c) No city official or employee shall act as an agent or attorney for another in any matter before
124 the city council or any city body.

125 (d) No city official or employee shall directly or indirectly receive or agree to receive any
126 compensation, gift, reward or gratuity in any matter or proceeding connected with, or related
127 to, the duties of his/her office except as may be provided by law.

128 (e) No city official or employee shall enter into any contract with the city except as specifically
129 authorized by state statutes. Any city official or employee who has a proprietary interest in
130 an agency doing business with the city shall make known that interest in writing to the city
131 council and the city clerk.

132 (f) All public funds shall be used for the general welfare of the people and not for personal
133 economic gain.

134 (g) Public property shall be disposed of in accordance with Georgia law.

135 (h) No city official or employee shall solicit or accept other employment to be performed or
136 compensation to be received while still a city official or employee if the employment or

137 compensation could reasonably be expected to impair in judgment or performance of that
138 official's or employee's city duties.

139 (i) If a city official or employee accepts or is soliciting a promise of future employment from
140 any person or entity who has a substantial interest in a person, entity or property which
141 would be affected by any decision upon which the official or employee might reasonably be
142 expected to act, investigate, advise, or make a recommendation, the official or employee
143 shall disclose the fact to the body on which he or she serves, or to his/her supervisor, and
144 shall take no further action or matters regarding the potential future employer.

145 (j) No city official or employee shall use city facilities, personnel, equipment or supplies for
146 private purposes, except to the extent such are lawfully available to the public.

147 (k) No city official or employee shall grant or make available to any person any consideration,
148 treatment, advantage or favor beyond that which it is the general practice to grant or make
149 available to the public at large.

150 (l) No city official or employee shall directly or indirectly solicit from a person or entity a gift,
151 loan, favor, promise, or thing of value for him/herself or another person or entity if the city
152 official or employee is, at the time of such solicitation, involved in any official act or action
153 which would result in a benefit to the person or entity from whom the gift, loan, favor,
154 promise or thing of value is solicited. However, the above prohibition shall not apply in the
155 case of:

156 (1) Occasional unsolicited non-monetary gift(s) and/or trinket(s) with a value of less than
157 one hundred dollars (\$100.00), such as a calendar, memento, pen, and/or admission to or
158 consumption of food and/or beverages at a function, social setting or event;

159 (2) An award publicly presented in recognition of public service;

160 (3) Any transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as
161 now or hereafter amended;

162 (4) A commercially reasonable loan or other financial transaction made in the ordinary
163 course of business by an institution or individual authorized by the laws of Georgia to
164 engage in the making of such loan or financial transaction;

165 (5) Campaign contributions made and reported in accordance with Georgia laws;

166 (6) Items listed under O.C.G.A. § 16-10-2 that are specifically itemized as "a thing of value
167 shall not include" as now or hereafter amended; or

168 (7) Food, beverage or expenses afforded city officials or employees, members of their
169 families, or others that are associated with normal and customary business or social
170 functions or activities.

171 **Sec. 2-379. - Prohibition of conflict of interest.**

172 A city official or employee may not participate in a vote or decision on a matter affecting a
173 person in whom the official or employee has a Substantial Interest or a matter affecting any
174 property in which the official has a Substantial Interest in real property; in addition, a city
175 official or employee who serves as a corporate officer or member of a board of directors of a
176 nonprofit entity may not participate in a vote or decision regarding funding of the entity by or
177 through the city. Where the interest of a city official or employee in the subject matter or a vote
178 or decision is remote or incidental, the city official or employee may participate in the vote or
179 decision and need not disclose the interest.

180 **Sec. 2-380. – Conflict of Interest Exemptions.**

181 The provisions of this Article shall not be construed to require the filing of any information
182 relating to any person's connection with, or interest in, any professional society or any charitable,

183 religious, social, fraternal, educational, recreational, public service, civil or political organization
184 not conducted as a business enterprise or governmental agency, and which is not engaged in the
185 ownership or conduct of a business enterprise or governmental agency.

186 **Sec. 2-381. - Severability.**

187 The provisions of this Article are severable. If any provision of this Article or the
188 application thereof to any person or circumstance is held invalid, such invalidity shall not affect
189 other provisions or applications of this Article which can be given effect without the invalid
190 provisions or application.

191 **Sec. 2-382. - Penalty.**

192 (a) Any respondent found to have violated the provisions of this Article shall be subject to:

193 (1) Public reprimand and/or censure by the mayor and council;

194 (2) A fine greater than one hundred dollars (\$100.00) but less than five hundred dollars
195 (\$500.00); and

196 (3) Request for resignation by the mayor and council.

197 **Sec. 2-383. - Filing of complaints.**

198 (a) Only residents of the city may file a complaint under this Article. A complaint filed by a
199 non-resident shall not be acted upon.

200 (b) All ethics complaints shall be filed with the city clerk. The city clerk, or his/her designee,
201 shall email a copy of any such complaint to the city council, the city manager and the
202 respondent(s) named in the complaint within five (5) calendar days of such filing.

203 (c) To discourage the filing of complaints under this Article solely for political purposes,
204 complaints brought under this Article against a municipal election candidate filed sixty (60)
205 calendar days prior to the opening date of qualifying for municipal office through the date of

206 certification of the election results will not be acted upon until the election results for that
207 office have been certified. Deadlines under this Article shall be tolled during such period.
208 Action shall thereafter only be taken upon the ethics complaint if the candidate against
209 whom the complaint is filed is elected to that term of office.

210 **Sec. 2-384. - Service of documents by respondent and complainant.**

211 (a) Within three (3) calendar days of the filing of an ethics complaint with the city clerk, the
212 complainant shall serve by mail the individual members of the city council, the city manager
213 and the respondent named in the complaint with a copy of the complaint at their official city
214 addresses.

215 (b) The respondent may file a response to the ethics complaint with the city clerk, but is not
216 required to do so.

217 (c) The complainant and the respondent shall serve each other, the city manager and the
218 individual members of the city council with copies of all documents filed by them with the
219 city clerk relating to the ethics complaint, by certified mail, return receipt requested or
220 statutory overnight delivery, within three (3) calendar days of the date that any such
221 document is filed.

222 (d) The complainant and the respondent shall file with the city clerk proof of mailing of all
223 mailings required under this Article within three (3) business days of such document being
224 mailed. Such proof of service shall contain a copied and/or printed form provided by the
225 postal facility which evidences the recipient, tracking number and date of such mailing. The
226 city clerk shall verify that the correct address was indicated on the envelope.

227 **Sec. 2-385. - Action upon complaints.**

228 The mayor and council shall hear and render decisions on all ethics complaints filed with the
229 city. A quorum for purposes of taking action upon an ethics complaint is the mayor and two
230 councilmembers. If the mayor is a respondent to the ethics complaint, three councilmembers
231 shall constitute a quorum. If less than three (3) councilmembers are available to constitute a
232 quorum, due to the provisions in section 2-388 and/or 2-389 of this Article, a mediator, certified
233 by the Georgia Commission on Dispute Resolution, at the mayor and council's discretion, shall
234 be substituted for the mayor and/or any councilmembers for purposes of acquiring a three (3)
235 person quorum. Ethics complaints shall be reviewed as follows:

236 (a) Preliminary review of ethics complaints:

237 (1) The city clerk shall schedule a meeting to occur within sixty (60) calendar days of an
238 ethics complaint's filing for the mayor and council to vote upon whether the complaint
239 will be dismissed or proceed to an evidentiary hearing, and shall mail notice of such
240 meeting to the complainant and the respondent at least thirty (30) days prior to such
241 meeting.

242 (2) The mayor and council may dismiss any ethics complaints that they determine is
243 unjustified, frivolous or patently unfounded; substantially noncompliant with the
244 requirements of this Article; or fails to state facts sufficient to invoke the disciplinary
245 jurisdiction of the city council. The city clerk shall mail to the complainant and
246 respondent the outcome of the preliminary review within five (5) calendar days of such
247 meeting.

248 (3) If the mayor and council determine that the ethics complaint should proceed to an
249 evidentiary hearing, the city clerk shall schedule such hearing to occur within thirty (30)
250 calendar days of the mayor and council's vote at the preliminary review.

251 (b) Evidentiary hearing on ethics complaints:

252 (1) Should an ethics complaint proceed to an evidentiary hearing, the complainant and the
253 respondent shall have the right to be represented by counsel; to hear, present and
254 examine the evidence and witnesses; and to oppose or try to mitigate the allegations. The
255 mayor and council may establish time limits, and other protocol, for the presentation of
256 evidence and argument.

257 (2) The mayor and council shall render a final decision on the ethics complaint at an open
258 meeting within thirty (30) calendar days of the conclusion of the hearing.

259 (3) The city clerk shall mail to the complainant and the respondent the mayor and council's
260 final decision on the ethics complaint within five (5) calendar days of such decision.

261 (c) The mayor and council may vote to continue and/or postpone a scheduled meeting and/or
262 hearing on an ethics complaint to a later selected date, as necessary. The grounds and date
263 for the reset shall be stated in the official minutes for such meeting. The city clerk shall
264 email to the complainant and the respondent notice of the reset meeting date within five (5)
265 calendar days of such vote.

266 **Sec. 2-386. - Charge of noncompliance.**

267 (a) After the filing of an ethics complaint, but at least five (5) days prior to the preliminary
268 hearing, or evidentiary hearing if one is set, the respondent and/or complainant may file a
269 charge of noncompliance with the city clerk, alleging that the complainant, respondent
270 and/or any city employee/official has failed to meet a required deadline under this Article.

271 This paragraph is strictly limited to grievances with respect to procedural deadlines set forth
272 under this Article, and may not be used to seek review of alleged ethics violations.

273 Additionally, a separate charge must be filed against each city employee and/or official who

274 is alleged to have violated a procedural deadline set forth under this Article. The charge
275 must identify the filer of the charge, the person against whom the charge is made, and the
276 alleged missed deadline.

277 (b) The city clerk, or his/her designee, shall email a copy of such charge to the mayor and
278 council, city manager, respondent, complainant and the employee and/or official against
279 whom the charge is made, within five (5) calendar days of such filing. The city clerk shall
280 not be required to email a copy of the charge to the respondent and/or complainant who filed
281 the charge. The city manager shall cause for corrective action to be taken for any missed
282 deadline under this Article by a city employee.

283 (c) The filer of the charge may also raise the charge of noncompliance as a threshold issue at the
284 next scheduled public meeting on the ethics complaint. The mayor and council shall
285 thereafter vote to determine whether the alleged deadline was missed. The mayor and
286 council's finding of a material failure by the complainant to comply with this Article at any
287 time may result in the ethics complaint's dismissal. The council's finding of a missed
288 deadline by a city employee and/or official, without a finding of contributing negligence by
289 the filer of the charge, shall give the filer of the charge the option to have the proceeding
290 continued to the next available council meeting in lieu of being heard further that day.

291 **Sec. 2-387. - Bar against subsequent complaints.**

292 (a) The dismissal of an ethics complaint by the mayor and council on procedural grounds shall
293 bar the complainant from filing any subsequent complaint against the same respondent for a
294 period of three (3) months from the date of such dismissal.

295 (b) Should the mayor and council deny an ethics complaint on jurisdictional grounds, and/or
296 determine that the evidence does not establish that the respondent has committed a violation

297 of any provision of this Article, the complainant shall be barred from filing any subsequent
298 ethics complaint against the respondent arising from the same facts and circumstances as the
299 adjudicated complaint.

300 **Sec. 2-388. - Participation by accused members.**

301 (a) If the mayor or city councilmember is charged with a violation of this Article, he/she shall
302 not:

303 (1) Participate in, preside over, remain in his/her place on the dais, or have any other direct
304 or indirect involvement with the consideration or deliberation by the mayor and council
305 of the ethics complaint; or

306 (2) Substantively discuss the pending ethics complaint, including any of the facts,
307 circumstances, or allegations supporting it with the mayor, any other councilmember, or
308 any official or employee of the city, except at the meetings and/or hearings on the
309 complaint. This provision shall not prevent the mayor or any city councilmember from
310 communicating with city employees and officials with respect to facilitating and
311 receiving required filings and notices under this Article.

312 **Sec. 2-389. - Participation by complaining official.**

313 If the mayor or any city councilmember files, initiates, and/or encourages the filing of an
314 ethics complaint against a respondent, he/she shall not actively preside over the consideration of
315 the complaint before the city council.

316 **Sec. 2-390. - Statute of limitations.**

317 (a) No ethics complaint shall be permitted under this Article unless such complaint is filed
318 within six (6) months of the commission of the act complained of, provided, however, the
319 limitation shall be tolled during the period that the alleged offense is unknown to the

320 complainant. Under no circumstances, however, shall any period be tolled where the
321 complainant knew and/or should have known about the alleged violation and/or where the
322 facts surrounding the offense were published by a news outlet, discussed at a public meeting
323 and/or otherwise known to the general public.

324 (b) No proceeding under this Article shall be instituted and/or prosecuted after the expiration of
325 the respondent's term of office during which the offense is alleged, if not re-elected
326 immediately following such term, and/or after the resignation, death, vacancy,
327 disqualification and/or withdrawal of the respondent from office.

328 **Sec. 2-391. - Right to appeal.**

329 An appeal of any adverse decision of the mayor and council rendered under this Article shall
330 be commenced by filing a petition for a writ of certiorari in the Superior Court of DeKalb
331 County as provided by law.

332 **Secs. 2-392 – 3-99. - Reserved.”**

333 **Section 2:**

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

338
339 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
340 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
341 phrase of this Ordinance is severable from every other section, paragraph, sentence,
342 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
343 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
344 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
345 section, paragraph, sentence, clause or phrase of this Ordinance.

346
347 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
348 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
349 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE 2017-_____

350 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,
351 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
352 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
353 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed
354 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the
355 Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
356

357 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith
358 are hereby expressly repealed.
359

360 5. The within ordinance shall become effective upon its adoption.
361

362 6. The provisions of this Ordinance shall become and be made part of The Code of the City
363 of Stonecrest, Georgia, and the sections of this Ordinance may be renumbered to
364 accomplish such intention.
365

366
367 **SO ORDAINED AND EFFECTIVE** this the 2 day of October, 2017.

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As to form:

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Attest:

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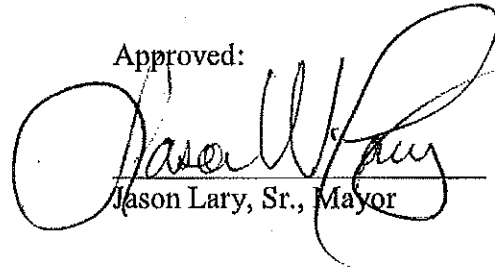
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Brenda James, City Clerk

Approved:


Jason Lary, Sr., Mayor


Thompson Kurrie, Jr., City Attorney

Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Bates Carter & Company, LLC to serve as Finance Director for City of Stonecrest

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: City Manager

PURPOSE: This company would serve as the Finance Director and perform financial consulting services for the city.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



Exceeding expectations. Always.

PH 770.532.9131
FX 770.636.6223
525 CANDLER STREET, NE
P.O. DRAWER 2386
GAINESVILLE, GEORGIA 30603
WWW.BATESCARTER.COM

January 15, 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 on February 4, 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. Any unused hours may be carried over to the next month; any hours in excess of those available will be billed at our standard hourly rate of \$150 per hour. You also agree to pay travel and other out-of-pocket expenses. The fee estimate 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 arrive at a new fee estimate before we incur additional costs. 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

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 February 2019 through January 2020

	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	<u>18</u>
	<i>x \$150 per hour for 12 months</i>
	<u>\$ 32,400.00</u>
Quarterly Review Services	
Review payroll tax returns	2
Review quarterly financial reports	3
Total hours each quarter for quarterly review services	<u>5</u>
	<i>x \$150 per hour for 4 quarters</i>
	<u>\$ 3,000.00</u>
Other Services throughout engagement	
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	<u>100</u>
	<i>x \$150 per hour</i>
	<u>\$ 15,000.00</u>
Total annual anticipated hours	336
Total annual fee	\$ 50,400.00
Total monthly fee	<u>\$ 4,200.00</u>



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: Resolution to Appoint Members of the Arabia Mountain Overlay Steering Committee

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

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Arabia Mountain Overlay Steering Committee were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

Arabia Mountain Overlay Steering Committee

Appointed February 19, 2018

Mayor Pro Tem George Turner- District 4 Co- Chair

Ms. Mera Cardenas, Executive Director Arabia Mountain Co- Chair

Council Member Diane Adoma, District 5

Council Member Jimmy Clanton, District 1

Mr. Michael Harris, City Manager

Ms. Nicole Dozier, Community Development Director

Mr. Kelly Jordan, Arabia Mountain Heritage Area Alliance, Inc

Mr. Eric Hubbard, District Outreach Director, Rep. Hank Johnson

Ms. Jetha Wagner, Vice President Avila Development LLC

One Representative from each of the following:

Stonecrest Business Alliance Incorporated

Parks of Stonecrest Community Civic Association

Klondike Area Civic Association

Such other civic associations and businesses as may be designated by Council Member Clanton or Adoma with the concurrence of the Mayor.



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the Stonecrest Education Committee

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Stonecrest Education Committee were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

Education Committee
Appointed February 19, 2018

Dr. Barbara Lee

Vickie Turner



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the Stonecrest Finance Committee

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Stonecrest Finance Committee were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

Finance Committee
Appointed February 19, 2018

Council Member Jazzmin Cobble



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the Steering Committee to Negotiate the IGA with East Metro DeKalb CID

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

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the Steering Committee to negotiate the IGA with East Metro DeKalb CID were appointed in February 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

Steering Committee to negotiate IGA with East Metro DeKalb CID

Appointed February 19, 2018

Council Member Clanton, Chair

Attorney Bernard Knight, Vice-Chair

Stacy Thibodeaux

Edwina Clanton

Matt Hampton

Sabrina Wright



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the SPLOST Citizens Oversight Advisory Committee

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the SPLOST Citizens Oversight Advisory Committee appointed in October 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

SPLOST CITIZENS OVERSIGHT ADVISORY COMMITTEE

Appointed October 15, 2018

- | | | |
|-----|------------------|-----------------------|
| 1. | Eric Carrington | District 2 |
| 2. | Erika Dixon | District |
| 3. | Phyllis Douglas | District |
| 4. | Michelle Emanuel | District 4 |
| 5. | Lemuel Hawkins | District 5 |
| 6. | Shawn Jones | District 3 |
| 7. | Dave Marcus | District 5 |
| 8. | Darrel Taylor | District 1 |
| 9. | Swain Watters | District |
| 10. | Kerry Williams | District |
| 11. | Suzanne Frisk | District 5 |
| 12. | Plez Joyner | City Manager Designee |



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution to Appoint Members of the Stonecrest Film Committee

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Work Session: 01/28/2019

Council Meeting: 02/11/2019

SUBMITTED BY: Mayor

PURPOSE: The members of the SPLOST Citizens Oversight Advisory Committee appointed in December 2018 and this is for the year of 2019.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

Film Commission

December 17, 2018

Council Member Rob Turner

City Manager or designee

Patreece DeChabert

Verda Watson

Todd Brown

Stacy Thibodeaux

Kenneth Reeves



CITY COUNCIL AGENDA ITEM

SUBJECT: Amendment to the Purchasing Policy

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Work Session: 01/28/2019

Council Meeting: 01/28/2019

SUBMITTED BY: Mayor and City Attorney

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Recommendation of Council

City of Stonecrest, GA

Financial Management Policies

Purchasing Policy

Purchasing Policy

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Purchasing Policy

PURCHASING POLICY

I. Purpose

The purpose of this policy is to state the City's position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, and Capital Assets. This document will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. This policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- A. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- B. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- C. Safeguard the quality and integrity of the City's procurement process;
- D. Ensure compliance with laws and regulations pertaining to the procurement of Goods, Services, Professional Services, Real Estate, Construction Services and Capital Assets;
- E. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- F. Administer procurement contracts and contract amendments; and
- G. Properly dispose of all material and equipment declared to be surplus or obsolete.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

The Purchasing Policy outlined herein shall be used in conjunction with the Purchasing Card 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

III. Definitions

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.
- B. **AMENDMENT** means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.
- C. **APPEAL** means a specific written objection by an interested Person to a Request for Qualifications, a Request for an IWQ, an Invitation for Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.
- D. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- E. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- F. **BUYING COOPERATIVE OR ALLIANCE** means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.
- G. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.
- H. **CITY** means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the City Council, committees, boards and staff.
- I. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- J. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- K. **COMPETITIVE AWARD** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

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- 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.

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- V. **GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- W. **GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).
- X. **INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal Bid or proposal process.
- Y. **INVITATION FOR BID (IFB)** means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.
- Z. **INVITATION TO NEGOTIATE (ITN)** means documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the City's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the City's needs, price and other factors being considered.
- AA. **LATE BID/PROPOSAL** means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- BB. **LIFE CYCLE COST ASSESSMENT** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- CC. **MULTIPLE AWARD SCHEDULE CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- DD. **NEGOTIATED AWARD** means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- EE. **OFFICIAL** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.
- FF. **ONLINE REVERSE AUCTION** means a purchasing method wherein Bidders enter prices for items electronically, and their prices are displayed for other bidders to see with all Bidders given the opportunity to continually bid a lower price until the time period of the bid expires.

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- 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.

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- 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.

BEE. 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

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- 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.

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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.

Purchasing Policy

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

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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: