



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, November 27, 2023 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

- I. CALL TO ORDER:** George Turner, Mayor Pro Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION:** Rob Turner, District 2 Councilmember
- IV. PLEDGE OF ALLEGIANCE:** Alecia Washington, District 3 Councilmember
- V. APPROVAL OF THE AGENDA**
- VI. REVIEW AND APPROVAL OF MINUTES**

a. Approval of Meeting Minutes - City Council Meeting, October 23, 2023

VII. PUBLIC COMMENTS

Citizens wishing to make a public comment may do so in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council.

There is a two (2) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case..

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

- a. Public Hearing** - RZ 23-005 1982 Phillips Road - *Matthew Williams, Deputy Director of Planning & Zoning*
- b. For Decision** - Ordinance for RZ 23-005 1982 Phillips Road - *Matthew Williams, Deputy Director of Planning & Zoning*
- c. Public Hearing** - RZ 23-006 7467 Covington Highway - *Matthew Williams, Deputy Director of Planning & Zoning*
- d. For Decision** - Ordinance for RZ 23-006 7467 Covington Highway - *Matthew Williams, Deputy Director of Planning & Zoning*
- e. Public Hearing** - SLUP 23-009 3309 and 3313 Panola Road - *Matthew Williams, Deputy Director of Planning & Zoning*
- f. For Decision** - Ordinance for SLUP 23-009 3309 and 3313 Panola Road - *Matthew Williams, Deputy Director of Planning & Zoning*

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

XI. REPORTS & PRESENTATIONS

- a.** Citizens Academy Graduation - *Gia Scruggs, City Manager*

XII. OLD BUSINESS

XIII. NEW BUSINESS

- a. For Decision** - Temporary Certificate of Occupancy Process - *Patrick J. Moran, Chief Building Official*
- b. For Decision** - Fairington Road Sidewalk Design Vendor Recommendation - *Hari Karikaran, PE, City Engineer*
- c. For Decision** - Southeast Athletic Fence Installation Vendor Recommendation - *Hari Karikaran, PE, City Engineer*
- d. For Decision** - Southeast Athletic Complex Restroom Design Contract - *Hari Karikaran, PE, City Engineer*

- e. For Discussion** - ARPA Update and Recommendation - *Gia Scruggs, City Manager*
- f. For Decision** - Furniture and Workstation Vendor Approval - *Gia Scruggs, City Manager*
- g. For Decision** - Ordinance for FY24 Budget Recommendation, 2nd Read - *Gia Scruggs, City Manager*

XIV. CITY ATTORNEY COMMENTS

XV. CITY MANAGER UPDATE

XVI. MAYOR AND COUNCIL COMMENTS

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

XVIII. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, October 23, 2023 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting began at 6:05pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members were present.

III. INVOCATION: Rob Turner, District 2 Councilmember

IV. PLEDGE OF ALLEGIANCE: Alecia Washington, District 3 Councilmember

V. APPROVAL OF THE AGENDA

Motion – made by Councilmember Rob Turner to approve the City Council Meeting agenda for October 23, 2023. Seconded by Councilmember Alecia Washington.

Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval of Meeting Minutes - Special Called Meeting, September 6, 2023

Motion – made by Councilmember Rob Turner to approve the September 6, 2023, Special Called Meeting minutes. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

b. Approval of Meeting Minutes - Special Called Meeting with SPLOST, Parks and Rec, Finance Oversight and Transportation Committees, September 13, 2023

Motion – made by Councilmember Tammy Grimes to approve the September 13, 2023, Special Called meeting with SPLOST, Parks and Rec, Finance Oversight and Transportation Committees minutes. Seconded by Councilmember Rob Turner.
Motion passed unanimously.

- c. Approval of Meeting Minutes - City Council Meeting, September 25, 2023

Motion – made by Councilmember Tara Graves to approve the September 25, 2023, City Council meeting minutes. Seconded by Councilmember Alecia Washington.
Motion passed unanimously.

VII. PUBLIC COMMENTS

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All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council.

There is a two (2) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

Dave Marcus – Comments on the Botanical Garden Design item. Asking to defer.

Herbert Woods – Concerns about property on the corner of Panola and Thompson Mill Road. He would like the city to purchase this property and turn it into a park, while saving green space.

Malakia Wells - She appreciates the Stonecrest Citizens Academy. Requesting public comments be added to all meetings, specifically Special Called Meetings and Council Work sessions. She also asks that an additional minute be given to each speaker. Stressed concerns regarding the budget process and stated she has shared multiple times over the last several years that the budget process and would like to know how council obtains agenda items from constituents to add items to the meeting agendas.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case..

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. Public Hearing - FY24 Budget Recommendation - *Gia Scruggs, City Manager & Jazzmin Cobble, Mayor*

Presentation by City Manager Scruggs and Mayor Cobble regarding the budget calendar, including input on the FY24 Budget from a combined committee meeting and also a previous work session. This hearing is for the public to provide comments. There was a review of council recommendations, which was made available to the public during committee meetings, where there was also opportunity for public engagement. The revenue increased in some areas allowing the city to have a revenue projection of \$16.6 million. There are twenty recommended positions throughout various departments. The next action will occur on November 13, 2023, 5pm, at a Special Called Meeting to approve the FY24 Budget.

Motion – made by Councilmember Tammy Grimes to open public hearing for FY24 Budget Recommendation. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

In Favor

Terry Fye

In Opposition

None

Neutral

Malaika Wells

Andrew Wells

Dave Marcus

Motion – made by Councilmember Rob Turner to close the public hearing for FY24 Budget Recommendation. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

The City Manager gave comments to the public in regard to marketing, code enforcement, the Botanical Garden Design, software and service contracts, funding for public safety and improving the budget process for FY25 and police services, including a public safety liaison.

b. Public Hearing - SLUP 23-007 2547 Lithonia West Drive - *Matthew Williams, Deputy Director of Planning & Zoning*

Presentation by Deputy Director Williams stating the applicant, which was present, is seeking a SLUP to operate an asphalt plant and has requested a withdrawal without prejudice. It was confirmed the applicant can come back if withdrawing without prejudice. If heard and denied, the applicant must wait two years.

Motion – made by Councilmember Rob Turner to open public hearing for SLUP 23-007 2547 Lithonia West Drive. Seconded by Mayor Pro Tem George Turner.

Councilmember Tammy Grimes stated unreadiness and asked if the application had been heard by council and withdrawn previously. The Atty Attorney stated the item is being withdrawn for issues that are present but prohibited by the charter.

Motion – made by Councilmember Rob Turner to withdraw the previously stated motion. Seconded by Mayor Pro Tem George Turner.

- c. **For Decision** - SLUP 23-007 2547 Lithonia West Drive - *Matthew Williams, Deputy Director of Planning & Zoning*

Motion – made by Mayor Pro Tem George Turner to permit the withdrawal of SLUP 23-007 2547 Lithonia West Drive. Seconded by Councilmember Tara Graves.
Motion passed unanimously.

- d. **Public Hearing** - SLUP 23-004 3575 Trinity Place - *Matthew Williams, Deputy Director of Planning & Zoning*

Presentation by Deputy Director Williams stating the applicant is requesting a SLUP to operate a short-term vacation rental. There was a review of facts & background, a zoning map, and short-term vacation rental regulations. The city permit is not transferable and will only be permitted for the owner. The applicant must comply and remain in compliance with Article VII – Noise Ordinance. The short-term rental unit must be properly maintained and regularly inspected by the owner or agent. All marketing or advertisements must contain limit of occupancy, maximum parking availability and must have a city license as well as any license required by the State of Georgia before operation. Staff recommends approval with recommendations as listed in the packet. The item has gone before the CPIM and Planning Commission.
Councilmember Grimes recused herself from participating in this item.

Motion – made by Councilmember Tara Graves to open the public hearing for SLUP 23-004 3575 Trinity Place. Seconded by Councilmember Rob Turner.
Motion passed 4-0 (Councilmember Tammy Grimes recused).

The applicant, Jeffrey Dickerson, gave information on the lot and stated they do not bring any unwanted elements into the neighborhood.

- In Favor
Dave Marcus
Dele Lowman - Question
- In Opposition
Philip Lehman
Billy Chestnut
Lemuel Hawkins

Motion – made by Councilmember Rob Turner to close the public hearing for SLUP 23-004 3575 Trinity Place. Seconded by Councilmember Tara Graves.
Motion passed 4-0 (Councilmember Tammy Grimes recused).

Mr. Dickerson confirmed the tree house has been in operation for 3 years and there have been no negative comments. The City Attorney stated the governing bodies of the City of Stonecrest must enforce the governance and Charter of the City of Stonecrest with no ability to enforce private agreements between property owners. His concerns touch on the City’s ordinances and not issues between parties.

Staff mentioned that the applicant was not issued a building permit, but during the business license process will complete a building inspection for a building permit. The normal process is for the applicant to come to Planning & Zoning first for SLUP and then the Building Department for permits. The Planning Commission recommends approval. The preamble was read by the City Clerk.

- e. **For Decision** - Ordinance for SLUP 23-004 3575 Trinity Place - *Matthew Williams, Deputy Director of Planning & Zoning*

Motion – made by Councilmember Rob Turner to approve SLUP 23-004 3575 Trinity Place. Seconded by Mayor Pro Tem George Turner.

Motion passed 3-2 with Councilmembers Tara Graves & Alecia Washington voting Nay and Mayor Cobble as the tie breaker, voting in favor of.

- f. **Public Hearing** - SLUP 23-005 4908 Ardsley Drive - *Matthew Williams, Deputy Director of Planning & Zoning*

Presentation by Deputy Director Williams stating the applicant, Teshaye Lowe, is seeking a SLUP to operate a childcare service. There was a review of facts & background, including obtaining a business license for educational purposes in the home-setting. There was also a review of property info, the zoning request, characteristics and zoning criteria. The backyard and basement will be used for childcare services. The applicant must comply and remain in compliance with all International Building Code regarding care facilities within a dwelling. The city permit is not transferable and will only be permitted for the owners, Teshaye Lowe and Nathaniel Lowe. A city license is required before beginning operation, no parking is allowed on the street or lawn of the property, no child should remain at the property for more than 12 hours and the play area must be secured and not easily accessible to the public.

Motion – made by Councilmember Rob Turner to open public hearing for SLUP 23-005 4908 Ardsley Drive. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

In Favor

None

In Opposition

None

Motion – made by Councilmember Rob Turner to close public hearing for SLUP 23-005 4908 Ardsley Drive. Seconded by Councilmember Alecia Washington.

Motion passed unanimously.

Mrs. Lowe confirmed six students are allowed and that is her intent. The applicant will be the only staff member and is licensed with Bright from the Start to have six students per one adult. Mrs. Lowe also confirmed the backyard is fenced and that she is willing to abide by all conditions. Deputy Director Williams confirmed all boxes have been checked. Staff recommends approval with six conditions as listed in the packet and read by Deputy Director Williams.

The preamble was read by the City Clerk

- g. For Decision** - Ordinance for SLUP 23-005 4908 Ardsley Drive - *Matthew Williams, Deputy Director of Planning & Zoning*

Motion – made by Councilmember Rob Turner to approve SLUP 23-005 4908 Ardsley Drive with stated conditions. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

IX. CONSENT AGENDA

X. APPOINTMENTS & ANNOUNCEMENTS

- a.** Resolution for Appointments to Charter Commission - *George Turner, Mayor Pro-Tem*

Presenter Mayor Pro Tem Turner stated that each member of the council had the opportunity make an appointment to the Charter Commission. The State House of Representatives and State Senate would still need to appoint a member and legal to assign an ex-officio member. The preamble and names of appointees were read by the City Clerk

Motion – made by Councilmember Tara Graves to approve the appointments to the Charter Commission. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

- a. For Decision** - MP 23-000002 6718 Varkel Lane - *Matthew Williams, Deputy Director of Planning & Zoning*

Presentation by Deputy Director Williams with a review of existing properties of the first six lots and the last lot on Randall Road. There was a review of the proposed lot that was approved by DeKalb County. The existing lots are 6817, 6734, 6750, 6766, 6782, 6798 Varkel Lane and 2269 Randall Road. The proposed lot is currently a gravel truck parking lot that was approved by DeKalb County with the objective to combine all the lots as one lot. Staff confirmed the nine acres of gravel parking was approved before the moratorium was in place, therefore will be grandfathered as a gravel lot.

Councilmember Graves confirmed she spoke with the resident that attended the last meeting and had a question..

Motion – made by Councilmember Tara Graves to approve MP 23-000002 6718 Varkel Lane. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

- b. For Decision** - Ordinance for RZ 23-003 4700 Browns Mill Road - *Matthew Williams, Deputy Director of Planning & Zoning*

Presentation by Deputy Director Williams stating the applicant, Ray of Hope Christian Church Disciples of Christ, Inc is seeking major modifications of property to change the zoning conditions to allow 46 single-family detached dwellings. The applicant has requested a withdrawal of the application, without prejudice.

Motion – made by Mayor Pro Tem George Turner to approve the withdrawal without prejudice for item RZ 23-003 4700 Browns Mill Road. Seconded by Councilmember Rob Turner.
Motion passed unanimously.

XIII. NEW BUSINESS

- a. For Decision** - Everette Park Project Contract Recommendation - *Sedrick Swan, Director of Parks & Recreation & Shakerah Hall, Procurement Manager*

Presentation by Procurement Manager Hall and Director Swann. A grant was received from the National Recreation and Parks Association and Bob Cat for \$50,000 to construct a trail at Everett Park. Staff will need to award a contractor with construction of the 1.5 mile & 6 feet wide trail.

City Manager Scruggs stated the park entrance, and the parking lot are separate projects, and the entrance is being addressed. On November 8th there will be an opportunity for engagement with Bob Cat and the Parks Association. Staff confirmed the city received 6 bids and the selected bid was the lowest qualified in the amount of \$48,225.00. Staff answered Councilwoman Grimes question and confirmed ADA compliance is in the fore front and in thought while developing the trails. The park is closed from dusk to dawn and there will be no lighting on the trail.

Motion – made by Councilmember Tammy Grimes to approve the Everette Park Project Contract Recommendation. Seconded by Councilmember Alecia Washington.
Motion passed unanimously.

- b. For Decision** - Paving Study Contract Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*

Introduction of item by Procurement Manager Hall. City Engineer Karikaran stated the first study was completed in 2019 and he believes it is time to complete another study, to reflect on the amount of improvement. Staff recommend approval of this contract.

DeKalb County conducts manual inspections to evaluate roads. This method scans the road for evaluation of the surface and sub surface conditions by sending signals through vibrations. The terms of the contract are from July 2023 - December 2023, starting October-November and the contract carrying to next year. The cost for the entire project is \$66,530.00. It was confirmed that all language in the contracts are per state law.

Motion – made by Councilmember Rob Turner to approve the Paving Study Contract Recommendation. Seconded by Councilmember Alecia Washington.
Motion passed unanimously.

- c. For Decision** - Botanical Garden Design Contract Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*

Introduction of item by Procurement Manager Hall and review by City Engineer Karikaran of the RFP in the park’s masterplan with two additional items. This item is for the design

of the Botanical Garden with Stantec Consulting Inc in the amount of \$293,500.00. Appendix A is the deed for the conservation easement and baseline documentation report for Fairington Trace. Per the City Engineer, the plan is to do an entire design.

Motion – made by Councilmember Rob Turner to approve the Botanical Garden Design Contract Recommendation. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

d. For Decision - Fairington Park Additional Parking Vendor Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*

Presentation by Procurement Manager Hall and City Engineer Karikaran. Four proposals were received and the evaluation team concluded Stantec Consulting in the amount of \$42,000.00 was most qualified. City Engineer Karikaran stated the city holds several events at this location and visitors could not avoid parking on the lawn due to lack of parking. Staff is looking to improve the lower deck and increase the number of parking spaces at this location. The number of spaces is open at this time and there will be a tree survey done first. Hoping to get 150 spaces. Staff recommends approval to get additional parking designs constructed. The design is in FY 23 Funds, Construction SPLOST II.

Motion – made by Councilmember Alecia Washington to approve the Fairington Park Additional Parking Vendor Recommendation. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

e. For Decision - Salem Park Outdoor Equipment Vendor Recommendation - *Hari Karikaran, City Engineer & Shakerah Hall, Procurement Manager*

Presentation by Procurement Manager Hall and City Engineer Karikaran stating the item is to allow Southeast Outdoor Solutions to supply and install all exercise equipment. The City Engineer stated there will be 12 pieces of exercise equipment installed where the walking trail is. This will help improve the quality of life in that neighborhood. Salem Park will also have a gazebo and an additional pavilion. The City Engineer stated the playground equipment will come from SPLOST. Restrooms are also a part of SPLOST II.

Motion – made by Mayor Pro Tem George Turner to approve the Salem Park Outdoor Equipment Vendor Recommendation. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

f. For Decision - Memorandum of Understanding Approval - Georgia Piedmont Technical College - ARPA - *Gia Scruggs, City Manager*

City Manager Scruggs gave a presentation of the MOU that was identified last year. The City Manager and staff, along with Berry Dunn and legal team worked with Georgia Piedmont Technical College to come up with a MOU for commercial truck trailers, simulators as well as offering internships, scholarships and other free or discounted workforce training and certifications for the City of Stonecrest residents. There will be mandatory reporting as governed by the federal ARPA funding for the MOU in the amount of \$500,000.00.

The preamble was read by the City Clerk.

Motion – made by Councilmember Tara Graves for approval of the Memorandum of Understanding for Georgia Piedmont Technical College, ARPA. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

- g. For Decision** - Memorandum of Understanding Approval - DeKalb County School System, ARPA Funding - *Gia Scruggs, City Manager*

City Manager Scruggs along with consultation from advisory consultants Berry Dunn, City Attorneys and DeKalb County School System, bring before council a MOU that will provide assistance and wrap around services for the twelve school districts located within Stonecrest city limits. Some items that will be provided is a zen den, which is a mindfulness room for students as well as funds to assist with those qualified as high poverty schools with the option to purchase school supplies, including some personal care items. For high schools, there will also be a with Student Engagement that will free of charge at the Safe Center. The Safe Centers provide academic, social, and emotional support and wrap around services to the students.

Councilmember Grimes was not in agreement with the supply piece, as the school district gets funds for supplies, which could cover those basic items. She would like to see all funds go towards the Safe Centers and wrap around service. Mayor Cobble stated that due to teachers using their personal funds to supply students with materials, using some of the ARPA funds to help aid these circumstances should be feasible, as some of the school faculty has asked for additional assistance with these items. Mayor Pro Tem wanted to confirm there are no legitimate conflicts and that the city would not be violating any guidelines. Mayor Cobble stated the city would not be violating any guidelines as the MOU is written today. Councilmember Grimes stated that undergarments are necessary but pens, pencil & paper should be purchased by Title 1 funds and not ARPA funds.

Motion – made by Councilmember Rob Turner to approve the Memorandum of Understanding for DeKalb County School System ARPA Funding. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

XIV. CITY ATTORNEY COMMENTS

No comments.

XV. CITY MANAGER UPDATE

The Fall Festival is this Saturday, and the Citizens Academy is in progress and department heads are enjoying sharing the services offered by the city.

XVI. MAYOR AND COUNCIL COMMENTS

District 1/Councilmember Tara Graves – There is a Parks Advisory meeting next Thursday. Everyone be safe during the holidays and Happy Veterans Day to all veterans.

District 2/Councilmember Rob Turner – He is hosting a Town Hall meeting this Thursday at 5pm at the Lou Walker Senior Center.

District 3/Councilmember Alecia Washington – She is hosting a Trunk or Treat at Farrington Park on Halloween from between the hours of 6pm – 7:30pm and encourages everyone to come out. Be safe.

District 4/Mayor Pro Tem George Turner – Wants citizens to know that who you vote for is your business, but please vote. Early voting is going on now thru November 2nd and Election Day is November 7, 2023. Go to the website for up to date information.

District 5/Councilmember Tammy Grimes – Thank you to all veterans. Parents, please send children to school on time.

Mayor Jazzmin Cobble – There will be a Fall Festival at Browns Mill Park this Saturday from 11am – 3pm. If you missed the open house for the bike trail and pedestrian plan, please visit the public engineering page until Wednesday, October 25th.

XVII. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

Motion – made by Councilmember Tammy Grimes to enter into Executive Session for Litigation. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Motion – made by Councilmember Rob Turner to exit Executive Session and resume the regular scheduled City Council meeting. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to approve the minutes from the Executive Session. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

XVIII. ADJOURNMENT

Motion – made by Councilmember Rob Turner for adjournment. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

Meeting adjourned at 9:19pm.

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CITY COUNCIL AGENDA ITEM

SUBJECT: RZ 23-005 1982 Phillips Road

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Matthew Williams, Deputy Director Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director Planning and Zoning

PURPOSE: Applicant is seeking to modify zoning condition CZ-85127 on subject property to allow for the construction of attached dwellings (duplex)

FACTS: In September of 1985, the DeKalb County Board of Commissioners approved three zoning conditions at the subject property. Those zoning conditions were (1) Detached residential at 4.5 units per acre. (2) Houses to face Phillips Road. (3) No vinyl or aluminum siding. The applicant is seeking to modify zoning condition one to allow for attached residential dwelling.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Ordinance
- (2) Attachment 2 - Staff Report



CITY COUNCIL AGENDA ITEM

- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____-_____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE 1982 PHILLIPS ROAD BY APPROVING MAJOR CHANGES TO CONDITIONS ON THE PROPERTY; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest (“City”) is the Mayor and City Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and City Council desire to rezone 1982 Phillips Road by approving major changes to conditions on the property; and

WHEREAS, pursuant to Sec. 7.3.10.(*Modifications and Changes to Approved Conditions of Zoning.*) of the City’s Zoning Code any major changes to conditions attached to an approved zoning amendment shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, the following shall be deemed to constitute major changes:

1. The movement of any building or structure adjacent to an exterior boundary line, closer to the boundary line of the property;
2. Any increase in the number of dwelling units or any increase in the total amount of floor space of any nonresidential building;
3. Any decrease in the size of residential units imposed in the original conditional zoning amendment;
4. Any change in any buffer requirements imposed in the original conditional zoning amendment;
5. Any increase in the height of any building or structure;
6. Any change in the proportion of floor space devoted to different authorized uses; or
7. Any change to conditions, except minor changes, as defined in subsection A. of this section, imposed by the city council when approving any change to the official zoning map, commonly referred to as a rezoning or a zoning amendment.

WHEREAS, the rezoning case, CZ-85127 for 1982 Phillips Road, initially went through the entitlement process in 1985 by way of Dekalb County to rezone subject property from R-100 to R-A5 and RM-100; and

WHEREAS, the petition was approved on September 24, 1985, with three (3) conditions; and

WHEREAS, the applicant is seeking to remove **Condition 1:** Detached residential at 4.5 units per acre; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of the major changes to conditions of property located at 1982 Phillips Road based on the City Staff Report attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. The official zoning map of the City of Stonecrest, Georgia is hereby rezoned by approving major changes to conditions of the property located at 1982 Phillips Road parcel number: 16 102 05 033.

Section 2. The conditions shall be amended as follows:

Condition 1: ~~Detached residential at 4.5 units per acre.~~

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

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

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of

Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



TO: Mayor and City Council

FROM: Planning and Zoning Department

SUBJECT: RZ-23-005

ADDRESS: 1982 Phillips Road

MEETING DATE: November 27, 2023

Summary: Applicant is seeking to modify zoning condition(s) from CZ-85127 to allow attached dwellings (duplex).

STAFF RECOMMENDATION: APPROVAL of Modification of Condition 1

PLANNING COMMISSION RECOMMENDATION: APPROVAL



RZ-23-005

Planning and Zoning Department

Commissioner District #1: Councilwoman Tara Graves

PROPERTY INFORMATION	
Location of Subject Property: 1982 Phillips Road	
Parcel Number: 16 102 05 033	
Road Frontage: Phillips Road	Total Acreage: 0.21 +/-
Current Zoning: RSM (Small Lot Residential Mix)	Overlay District: N/A
Future Land Use Map/ Comprehensive Plan: SUB (Suburban)	
Zoning Request: Applicant is seeking to modify zoning condition(s) from CZ-85127 to allow attached dwellings (duplex).	
Zoning History (CZ-85127): Subject property went through a rezoning process in September 1985 by way of Dekalb County. The applicant was Thomas A. Arnold, Jr., and Cunningham Properties, Inc. who desired to rezone the north side of Marbut Road and east of Phillips.	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Lucretia Ramsey
Applicant Address: 5751 Hunters Chase Ct Stonecrest, GA 30038
Property Owner Name: Bridgemore Group Inc.
Property Owner Address: 1201 W PEACHTREE ST NW # 2350



DETAILS OF ZONING REQUEST

The rezoning case, **CZ-85127**, initially went through the entitlement process in 1985 by way of Dekalb County. The Applicant at that time, Thomas A. Arnold, Jr., and Cunningham Properties, Inc. petitioned to rezone subject property from R-100 to R-A5 and RM-100. The petition was approved on September 24, 1985, with three (3) conditions.

The Applicant, Lucretia Ramsey, is seeking to develop one (1) duplex/attached dwelling on the subject parcel. The Applicant is seeking a Major Modification of Conditions of the Subject Property to eliminate the following condition from zoning case number CZ-85127 to allow for the development: conditions 1. The original conditions are listed below with the proposed changes in red.

Condition 1: ~~Detached residential at 4.5 units per acre.~~ Proposing to eliminate

Condition 2: Houses to face Phillips Road.

Condition 3: No vinyl or aluminum siding.

ADJACENT ZONING & LAND USE

NORTH	Zoning: R-100 (Residential Medium Lot)	Land Use: Vacant/undeveloped land
SOUTH	Zoning: RSM (Small Lot Residential Mix)	Land Use: Single-Family Dwelling
EAST	Zoning: RSM (Small Lot Residential Mix)	Land Use: Single-Family Dwelling
WEST	Zoning: R-100 (Residential Medium Lot)/ Unincorporated Dekalb County	Land Use: Single-Family Dwelling



PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is currently undeveloped with one (1) road frontage (Phillips Road). There aren't floodplain and/or statewaters on the subject property.

MODIFICATIONS AND CHANGES TO APPROVED CONDITIONS OF ZONING CRITERIA

1. The movement of any building or structure adjacent to an exterior boundary line, closer to the boundary line of the property;
2. Any increase in the number of dwelling units or any increase in the total amount of floor space of any nonresidential building;
3. Any decrease in the size of residential units imposed in the original conditional zoning amendment;
4. Any change in any buffer requirements imposed in the original conditional zoning amendment;
5. Any increase in the height of any building or structure;
6. Any change in the proportion of floor space devoted to different authorized uses; or
7. Any change to conditions, except minor changes, as defined in subsection A. of this section, imposed by the city council when approving any change to the official zoning map, commonly referred to as a rezoning or a zoning amendment.

RECOMMENDATION(S)

Staff recommends the following with conditions:

- **APPROVAL** of Modification of Condition 1



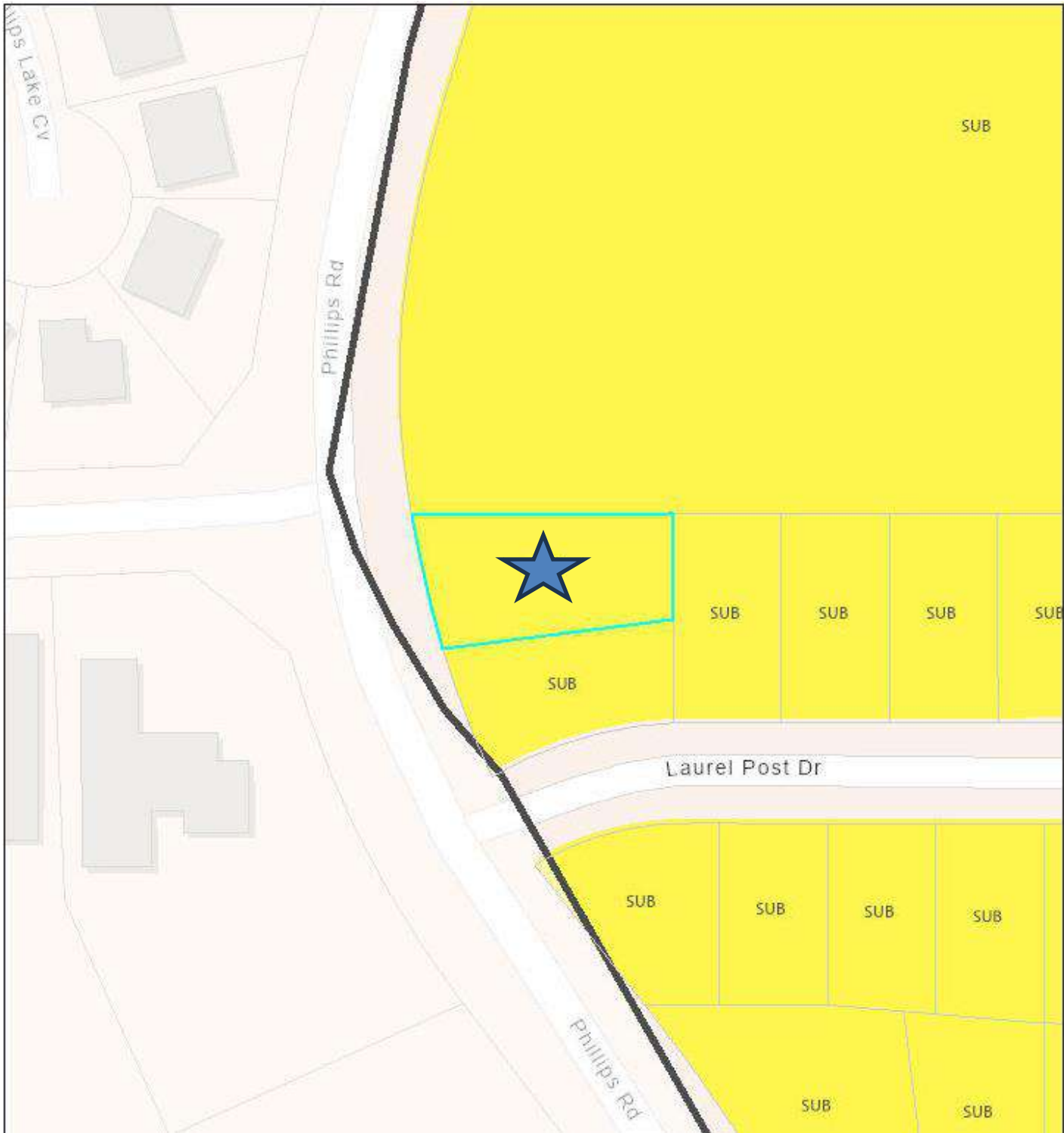
RZ-23-005

Planning and Zoning Department

Attachments Included:

- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
- **Site Plan/Survey**
- **Zoning Conditions**
- **Building Elevations**
- **Letter of Intent**

Future Land Use Map





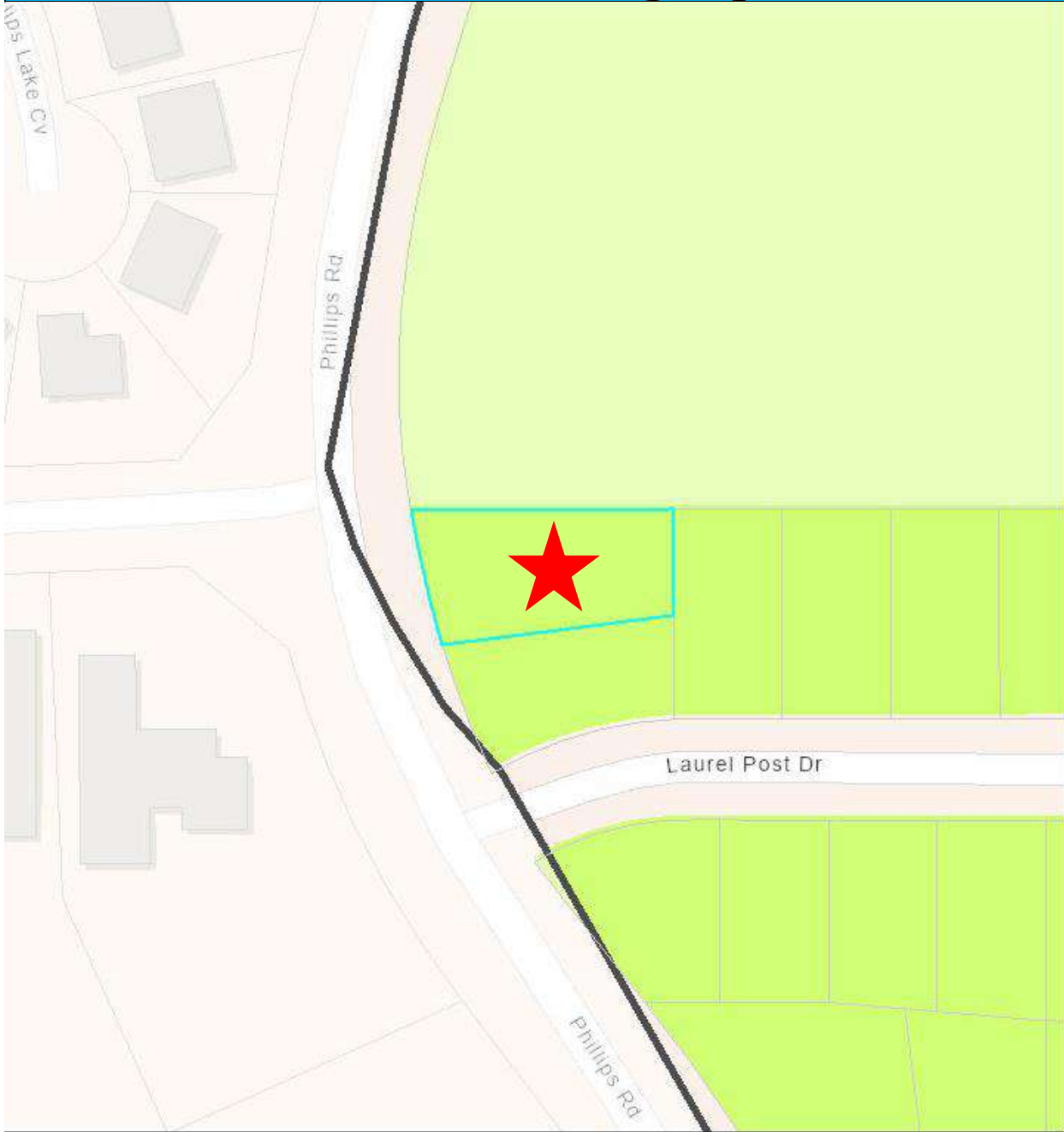
RZ-23-005

Planning and Zoning Department

Suburban Neighborhood (SN)

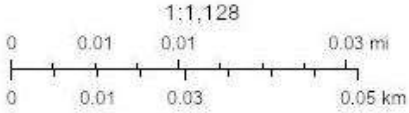
The intent of the Suburban Neighborhood character area is to recognize those areas of the city that have developed in traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. These areas include those developed (built out) and those under development pressures. Those areas are characterized by low pedestrian orientation, limited transit access, scattered civic buildings and curvilinear street patterns. The proposed density for areas of this type is up to 8 dwelling units per acre.

Zoning Map



10/9/2023, 10:42:49 AM

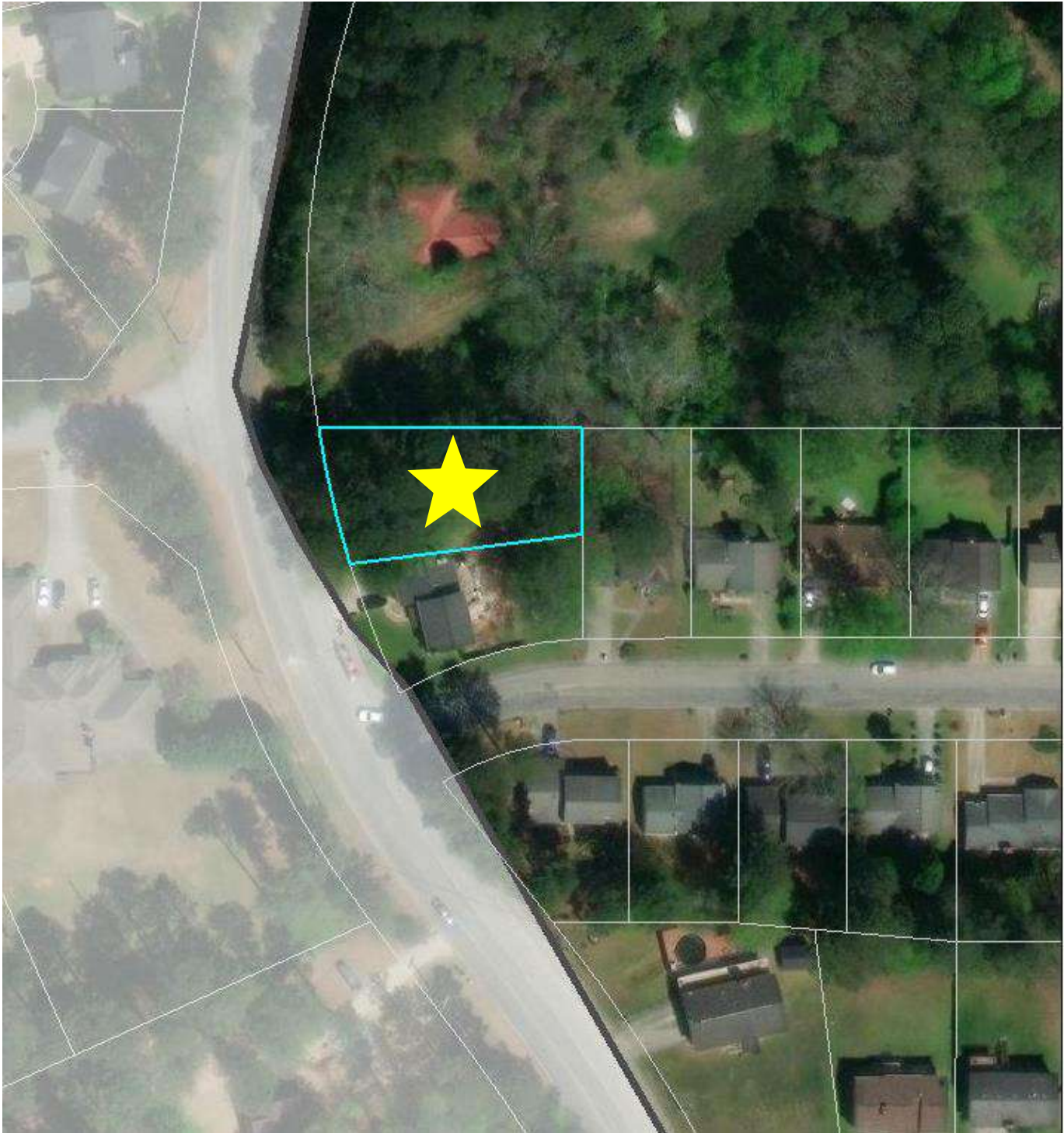
-  Stonecrest Parcels Zoning
-  City Limits
-  DeKalb Parcels
-  R-100 - Residential Med Lot
-  RSM - Small Lot Residential Mix



RZ-23-005

Planning and Zoning Department

Aerial Map



RZ-23-005 MCC NOVEMBER 27, 2023

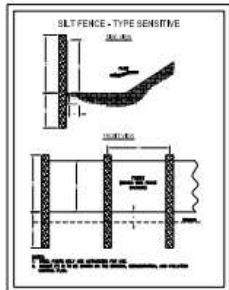
PREPARED BY: TRE'JON SINGLETARY

Submitted Site Plan

EROSION CONTROL NOTES:

1. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
2. EROSION AND SEDIMENT CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
3. DISTURBED AREAS LEFT IDELE SHALL BE STABILIZED WITH TEMPORARY VEGETATION AFTER 14 DAYS; AFTER 30 DAYS, PERMANENT VEGETATION SHALL BE ESTABLISHED.
4. SILT FENCE SHALL MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE, OF THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, 1993 EDITION, AND BE WIRE REINFORCED.
5. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY, AFTER EACH RAIN AND REPAIRED BY THE GENERAL CONTRACTOR.
6. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
7. SILT BARRIERS TO BE PLACED AS SHOWN AND/OR AS DIRECTED BY PROJECT ENGINEERS OR COUNTY INSPECTORS.
8. ALL SILT BARRIERS MUST BE PLACED BEFORE ANY CLEARING. NO GRADING SHALL BE DONE UNTILL SILT BARRIER INSTALLATION IS COMPLETED.
9. ALL OPEN DRAINAGE MUST BE GRASSED, AND RIP-RAP MUST BE PLACED AS REQUIRED TO CONTROL EROSION. A MINIMUM OF 10 SQUARE YARDS OF 40 POUND STONE SHALL BE PLACED AT ALL DOWN STREAM HEADWALLS.
10. NOTIFY INSPECTOR 24 HOURS PRIOR TO CONSTRUCTION.
11. CONTRACTOR WILL ENSURE CONFORMITY TO THE INTENT OF THE EROSION CONTROL MEASURES AS NOTED AS WELL AS THE COUNTY EROSION CONTROL RULES AND REGULATIONS.

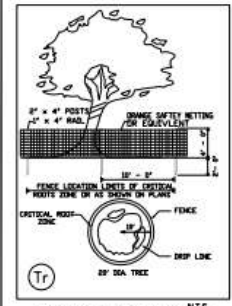
*FOR FURTHER EXPLANATION OF THE SYMBOLS AND CONSTRUCTION PRACTICES WE REFER YOU TO THE MANUAL FOR SEDIMENTATION AND EROSION CONTROL PER THE "SEDIMENTATION AND EROSION ACT OF 1975 FOR GEORGIA."



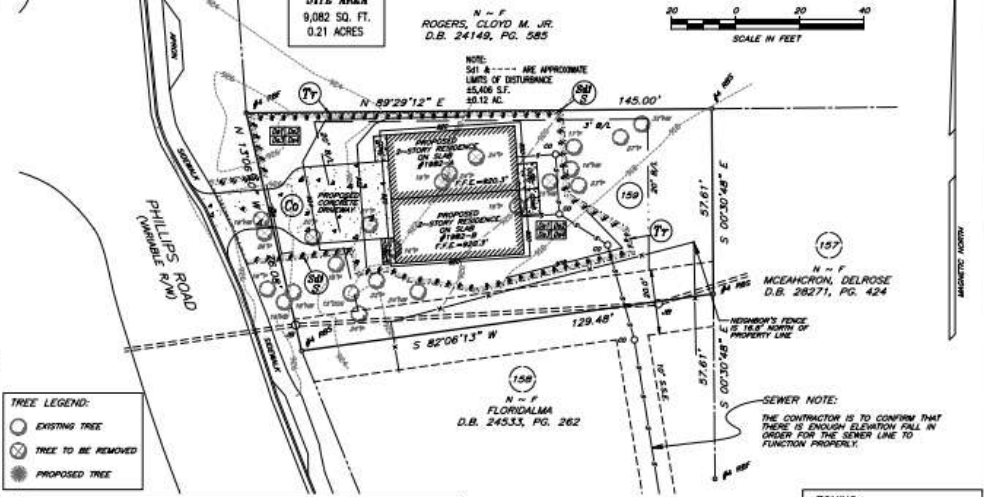
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS, OR OTHER MATTERS OF TITLE WHICH ARE NOT VISIBLE, NOT RECORDED, OR NOT DISCLOSED IN THE TITLE ABSTRACT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY AGENTS THEREOF.

CO CONSTRUCTION EXIT
N.T.S.

54 SILT FENCE (TYPE "S")
N.T.S.



GSWCC
K. Addison Blakelee
Level II Certified Design Professional
Certification Number: 0000005416
Issued: 08/01/2022 Expires: 08/01/2025



GENERAL PLAT NOTES:

THE FIELD DATA DATED 1-5-2022 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 29,427 FEET AND AN ANGULAR ERROR OF 3 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 4,281,653 FEET, A TRIANGLE 58 PROBOT WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN, ACCORDING TO F.E.M.A. (FEMA) COMMUNITY PANEL #1308000191, DATED MAY 16, 2012.

THIS PLAT IS FOR THE EXCLUSIVE USE OF LUCRETIA RAMSEY . ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT POLICY; THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR. THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.

GRADING NOTES:

1. NO GRADED SLOPE SHALL EXCEED 3H:1V.
2. FILL MATERIALS SHALL CONSIST OF CLEAN SOIL FREE OF ORGANIC OR DELETERIOUS MATERIALS, ROCKS, OR BROKEN PIECES OF CONCRETE LARGER THAN THREE INCHES IN SIZE, OR OF ANY OTHER FOREIGN OBJECTS THAT COULD IMPIDE THE COMPACTION RESULTS.
3. FILL MATERIALS SHALL BE SPREAD EVENLY IN HORIZONTAL LAYERS OF NOT MORE THAN 6 INCHES IN THICKNESS OVER THE FULL WIDTH OF FILL AND COMPACTED TO 95% MAXIMUM DENSITY BY STANDARD PROCTOR COMPACTION TEST ASTM D1557.
4. GRADE TO PROVIDE POSITIVE DRAINAGE WHICH IS NOT IN AN EASEMENT.

ZONING:

CURRENTLY ZONED: RSM
MINIMUM YARD REQUIREMENTS:
FRONT SETBACK (MIN)-20'
(MAX)-50'
SIDE SETBACK (MIN)-3'
10' BETWEEN BUILDINGS
REAR SETBACK (MIN)-10'
(MAX)-15'
(TYP)-15'
(ALL OTHERS)-15'

OWNER/DEVELOPER MUST CONFIRM ALL ZONING INFORMATION WITH THE APPLICABLE OFFICES.

LEGEND

⊖	P.P. - POWER POLE
⊕	L.P. - LIGHT POLE
⚡	F.H. - FIRE HYDRANT
⊙	M.H. - SANITARY SEWER MANHOLE
⊙	W.M. - WATER METER
—	F.F.E. - FINISHED FLOOR ELEVATION
○	RBS - REINFORCING BAR SET
○	RBF - REINFORCING BAR FOUND
—	TYPE OF FENCE
○	J.B. - JUNCTION BOX
⊕	D.I. - DROP INLET / YARD INLET
⊕	C.B. - CATCH BASIN

PRISTINE LAND SERVICES
Level II Surveyor • Landscaper • Environmental
M2300 Peachtree Dunwoody Rd., Suite 200
Atlanta, GA 30328
Phone: 404.770.7777
www.pristineland.com

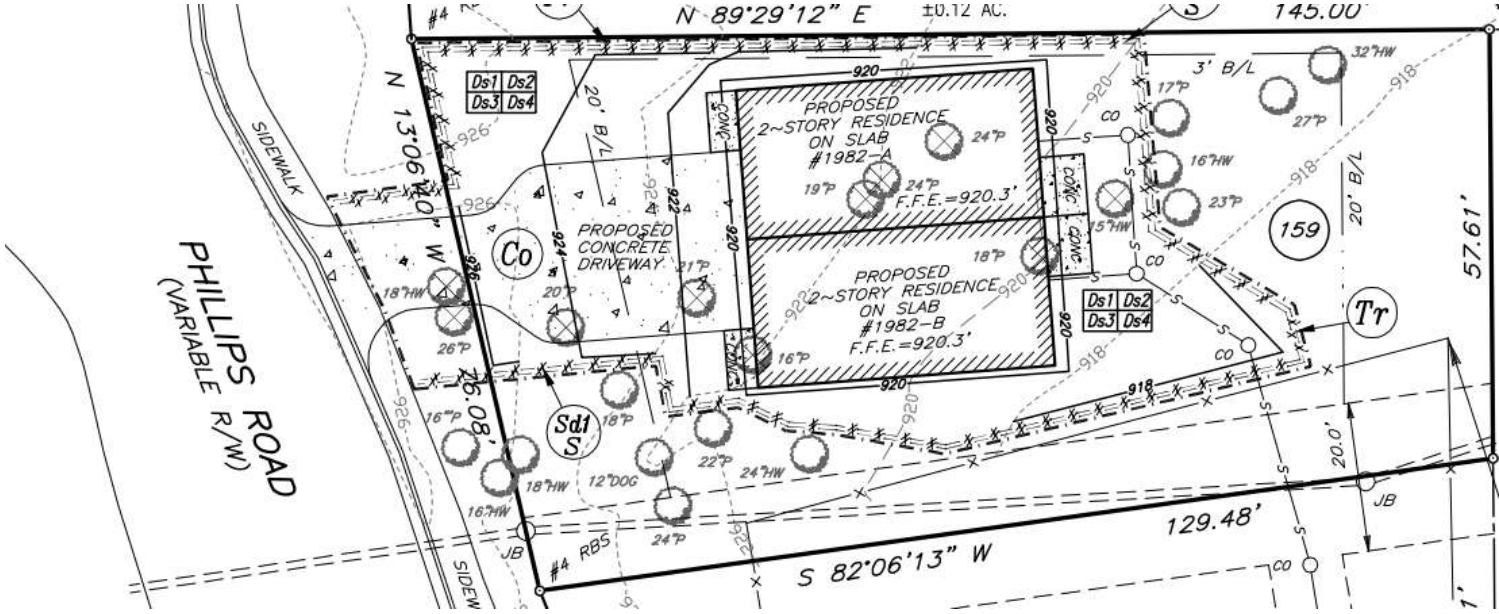
SITE PLAN FOR:
LUCRETIA RAMSEY
LOCATED IN LAND LOT 102, 16TH DISTRICT
LAUREL POST CLOSE SUBDIVISION
CITY OF STONECREST
DEKALB COUNTY, GEORGIA

REVISIONS

DATE: 1-31-2023
SCALE: 1"=20'
DRAWN BY: KAB
CHECKED BY: KAB
PROJECT NO. 2302274
PHILLIPS-SITE.DWG

RZ-23-005

Planning and Zoning Department





RZ-23-005

Planning and Zoning Department

Zoning Conditions – CZ-85127

FILE COPY 254

REV. 12/84

DEKALB COUNTY BOARD OF COMMISSIONERS

ITEM NO. 11

ZONING AGENDA/MINUTES

MEETING DATE September 24, 1985

PREL. ACTION PUB.HRG. X

RESOLUTION ORDINANCE X PROCLAMATION

SUBJECT: Rezoning Application - Thomas A. Arnold, Jr., and Cunningham Properties, Inc.

DEPARTMENT: Planning

PUBLIC HEARING: X Yes No

ATTACHMENT: X Yes No 6 pp

INFORMATION CONTACT: Mac Baggett or Charles Coleman PHONE NUMBER: 371-2155

PURPOSE: CZ-85127 - To consider the application of Thomas A. Arnold, Jr., and Cunningham Properties, Inc., to rezone property located on the north side of Marbut Road, approximately 450' east of Phillips Road, from R-100 to R-A5 (42 acres) and RM-100 (50 acres) (conditional). The application is conditioned by a site plan.

DISTRICT: 1. 2. 3. 4. X 5. N/A

SUBJECT PROPERTY: 16-102-2-2, 4 & 5; 16-123-2-5 (6386 Marbut Road). The property has frontage of approximately 2,000' on Marbut Road, 650' on Phillips Road and contains 92 acres, more or less.

RECOMMENDATION(s): PLANNING DEPARTMENT: Approval with condition (revised 9/3/85). The application has been amended with the attached plan which identifies the location and land area of the two requested zoning districts. Staff supports the RM request as it will provide an intermediate category between the industrial park and the single family developments on Marbut Road. The request for R-A5 is supported as being consistent with zoning on Marbut and Phillips Roads. The condition applied to the R-A5 recommendation is that one-third of all units having access to Phillips Road be constructed with a 1,300 square-foot minimum floor area. Staff does not support approval of the attached plan because it does not comply with the Subdivision Ordinance relative to lengths of cul-de-sacs. The design will double the route for vehicles which provide county services to the development.

NOTE: Conditions applied to the R-A5 zoning at the northwest corner of Marbut and Phillips are as follows:

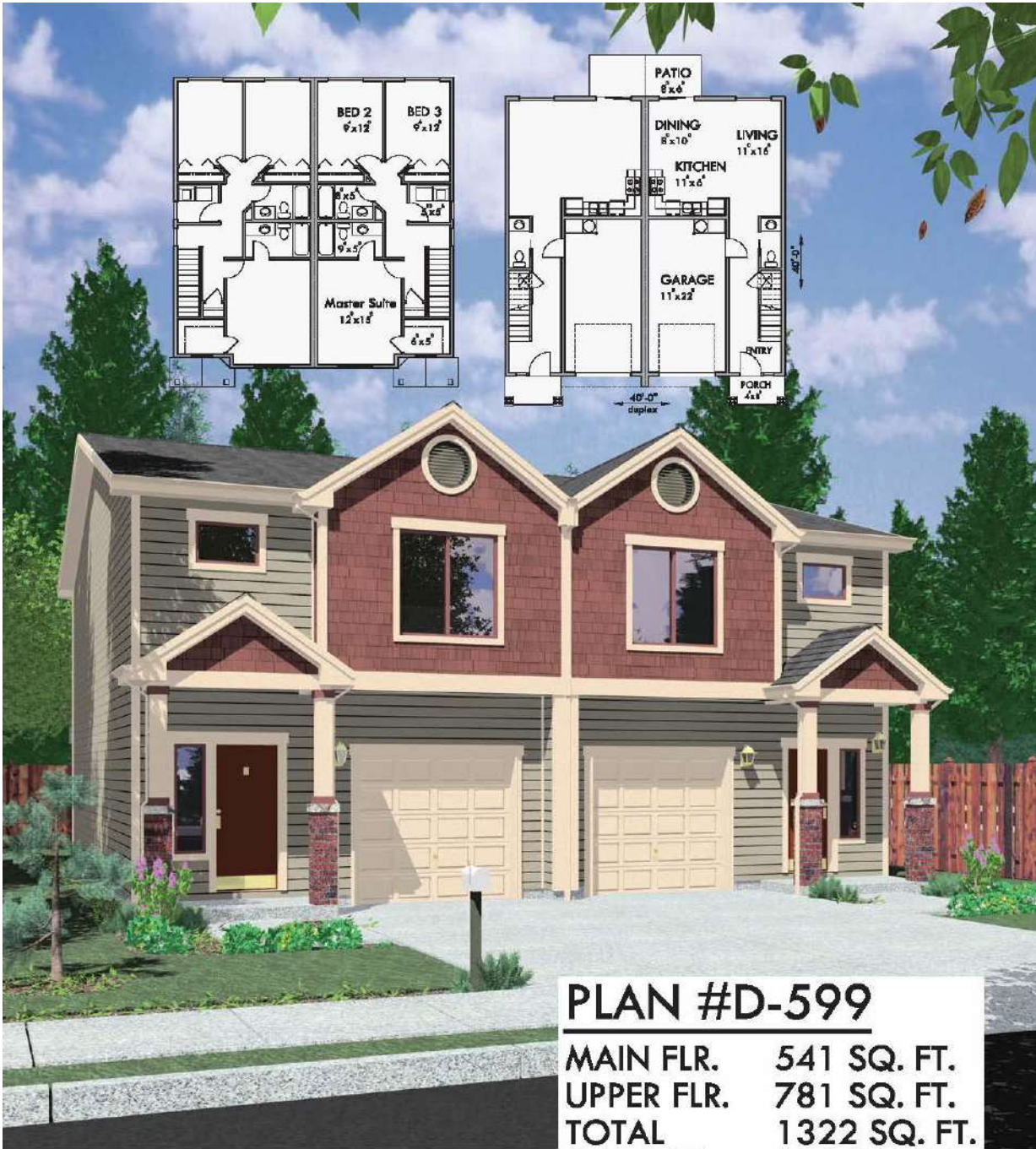
- 1. Detached residential at 4.5 units per acre.
2. Houses to face Phillips Road.
3. No vinyl or aluminum siding.

PLANNING COMMISSION: Denial.

COMMUNITY COUNCIL: Denial of RM-100; approval of R-A5 for entire tract subject to a 1,400 square-foot minimum.

RZ-23-005

Planning and Zoning Department



PLAN #D-599
 MAIN FLR. 541 SQ. FT.
 UPPER FLR. 781 SQ. FT.
 TOTAL 1322 SQ. FT.
 GARAGE 259 SQ. FT.

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 Bruinier & associates, inc. building designers ©
 1304 SW Bertha Blvd. Portland, Oregon 97219 (503-246-3022)



RZ-23-005

Planning and Zoning Department

Letter of Intent

Bridgemore Group
Lucretia Ramsey, manager
5751 Hunters Chase Ct.
Lithonia, GA 30038
lucretiaramsey@gmail.com
770-527-4011
6/21/23

Stonecrest Zoning Department
3120 Stonecrest Blvd #190,
Stonecrest, GA-30038[City, State, ZIP Code]

Subject: Rezoning Request for Property from RA5 (CZ85127) to R2 Duplex

Dear Stonecrest Zoning Department,

I hope this letter finds you well. I am writing to formally request a rezoning of a single-family property located at 1982 Phillips Rd Lithonia, GA 30058.. The purpose of this rezoning request is to convert the property from its current zoning designation of RA5 (Single-Family Residential) (CZ85127) to R2 (Duplex Residential). I believe that this rezoning is justified based on the following reasons:

1. Demand for Duplex Housing: There is a growing demand for duplex housing in our community, and rezoning this property to R2 would help address this need. Allowing the construction of a duplex would provide additional housing options without significantly altering the character of the neighborhood.
2. Compatible Surrounding Zoning: The proposed rezoning to R2 is consistent with the surrounding zoning in the area. There are existing multifamily dwellings in the surrounding areas of the property, indicating that a duplex on this property would be in harmony with the existing neighborhood.
3. Minimal Impact on Infrastructure: Rezoning this property to R2 would have minimal impact on the existing infrastructure. The property is already connected to the necessary utilities, and the increased density from a duplex would not impose a significant burden on local services and facilities.



CITY COUNCIL AGENDA ITEM

SUBJECT: RZ 23-006 7467 Covington Highway

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Matthew Williams, Deputy Director Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director Planning and Zoning

PURPOSE: Applicant is seeking to rezone subject property from R-75 (Residential Medium Lot 75) to C-1 (Local Commercial) to allow for the use of office space.

FACTS: Along Covington Highway, a number of properties previously zoned and use as residential has been converted to offices/commercial use while utilizing the same structure. The subject property is adjacent to properties zoned C-1 and the applicant is requesting the same C-1 zoning for the use of office space.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Ordinance



CITY COUNCIL AGENDA ITEM

- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



TO: Mayor and City Council

FROM: Planning and Zoning Department

SUBJECT: RZ-23-006

ADDRESS: 7467 Covington Highway

MEETING DATE: November 27, 2023

Summary: Applicant is seeking to rezone subject property from R-75 (Residential Medium Lot -75) to C-1 (Local Commercial).

STAFF RECOMMENDATION: APPROVAL with conditions

PLANNING COMMISSION RECOMMENDATION: APPROVAL with staff's conditions



RZ-23-006

Planning and Zoning Department

Commissioner District #1: Councilwoman Tara Graves

PROPERTY INFORMATION	
Location of Subject Property: 7467 Covington Highway	
Parcel Number: 16 137 03 015	
Road Frontage: Covington Highway	Total Acreage: 0.85 +/-
Current Zoning: R-75 (Residential Medium Lot)	Overlay District: N/A
Future Land Use Map/ Comprehensive Plan: CC (City Center)	
Zoning Request: Applicant is seeking to rezone subject property from R-75 (Residential Medium Lot -75) to C-1 (Local Commercial).	
Zoning History: N/A	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Floyd Sullivan
Applicant Address: 3351 Inns Brook Way Snellville, GA 30039
Property Owner Name: Floyd Sullivan
Property Owner Address: 7467 Covington Highway Stonecrest, GA 30058



DETAILS OF ZONING REQUEST

The site is currently zoned R-75 (Residential Medium Lot-75). The City’s land use policy documents support the rezoning request. The City of Stonecrest 2038 Comprehensive Plan has designated the parcel to be CC (City Center). The City Center character area intends to promote concentration of residential and commercial uses, which serve surrounding communities in order to reduce automobile travel, promote walkability and increase transit usage.

The Applicant is proposing to rezone the site to C-1 (Local Commercial) zoning district. The C-1 (Limited Commercial) zoning district is intended to provide convenient local retail shopping and service areas within the city for all residents, provide for quality control development through materials and building places, to ensure that uses authorized within the C-1 zoning district are those uses which are designed to serve the convenience shopping and service needs of groups of neighborhoods, and to implement the future development map of the city’s comprehensive plan.

The Applicant doesn’t intend to do any renovation to the subject property. If the Applicant makes any changes to the site, he/she must comply with the current zoning ordinance (Chapter 27) of the City of Stonecrest ordinances.

ADJACENT ZONING & LAND USE

NORTH	Zoning: C-1 (Local Commercial)	Land Use: O’Reilly Auto Parts
SOUTH	Zoning: R-75 (Residential Medium Lot-75)	Land Use: Single-Family Dwelling
EAST	Zoning: C-1 (Local Commercial)	Land Use: Place of Worship
WEST	Zoning: C-1 (Local Commercial)	Land Use: Tires Shop



PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is currently developed with one (1) road frontage (Covington Highway). There aren't floodplain and/or state waters on the subject property.

PROPOSED ADMENDMENTS TO THE OFFICIAL ZONING MAP CRITERIA

1. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan;
2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties;
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
4. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties;
5. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal;
6. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources;
7. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools; and
8. Whether the zoning proposal adversely impacts the environment or surrounding natural resources

RECOMMENDATION(S)

Staff recommends the following:

- **APPROVAL with conditions**
 1. The project shall conform substantially to the attached site plan; and can be amended for compliance with all C-1 zoning and development standards.
 2. Prior to the issuance of a Certificate of Occupancy, the Applicant shall apply for and receive a Business License.



RZ-23-006

Planning and Zoning Department

3. A five-foot sidewalk shall be installed along frontage of Covington Highway.



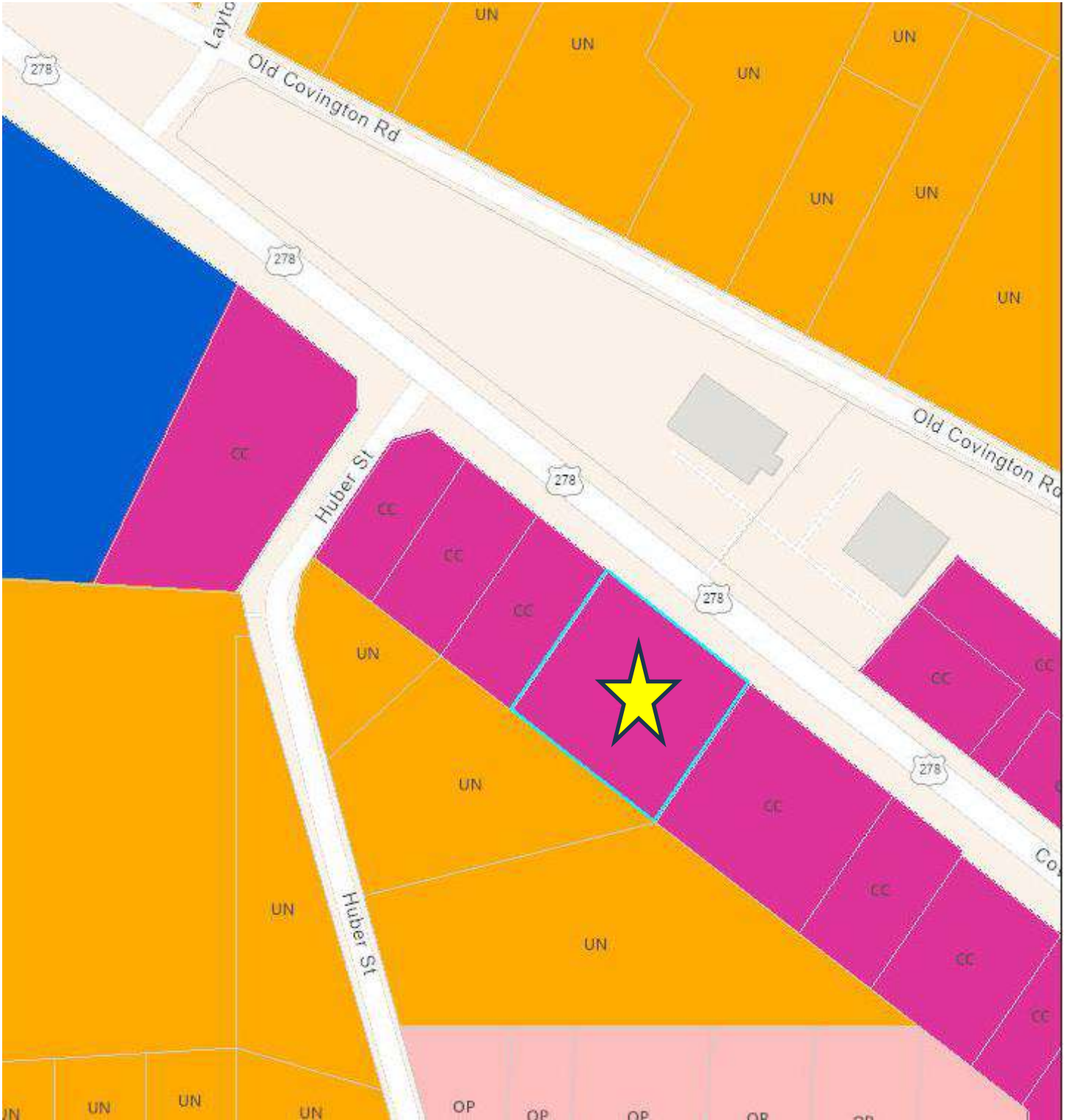
RZ-23-006

Planning and Zoning Department

Attachments Included:

- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
- **Site Photo**
- **Site Plan/Survey**
- **Environmental Site Analysis**
- **Letter of Intent**

Future Land Use Map





RZ-23-006

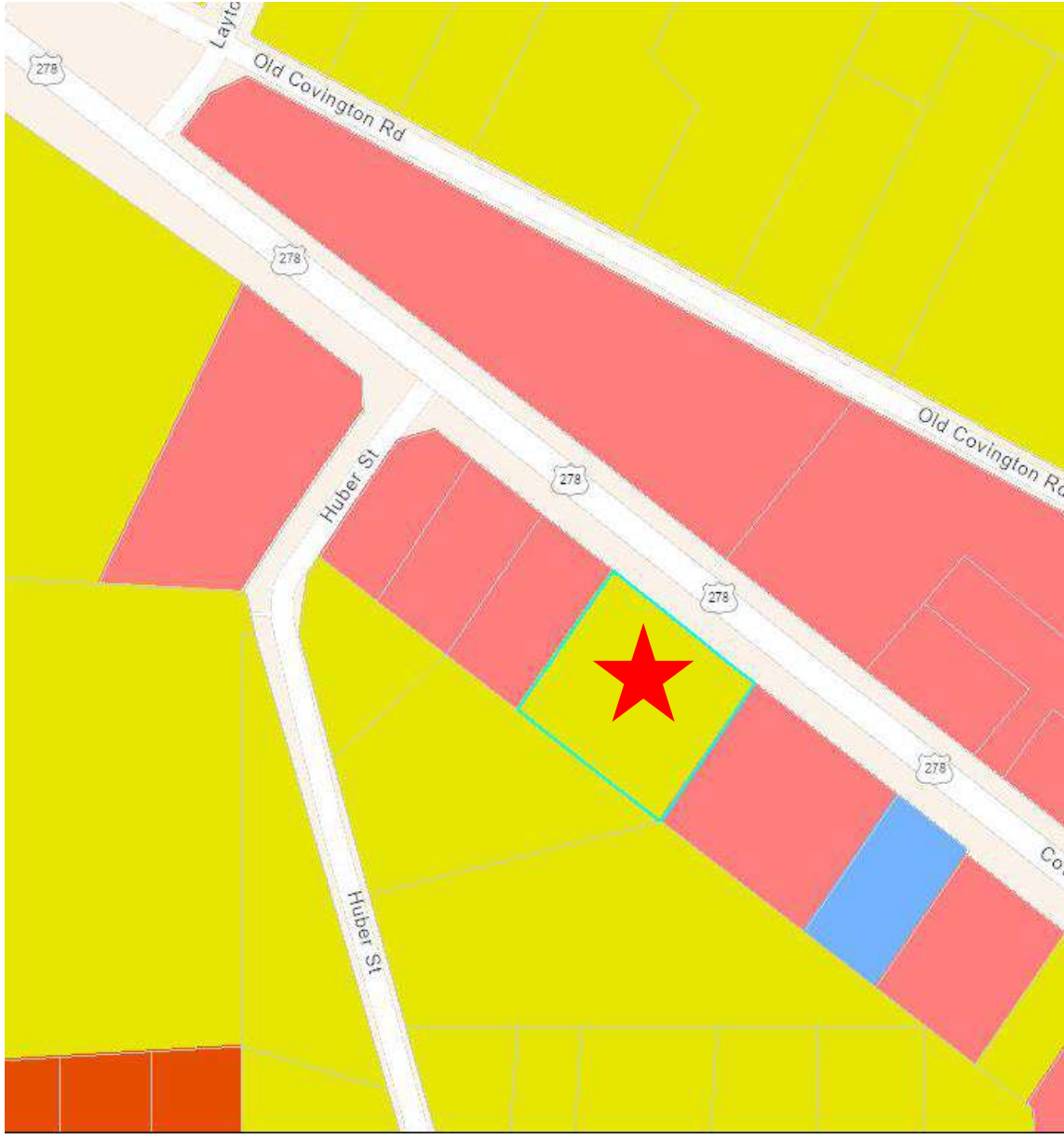
Planning and Zoning Department

City Center (CC)

The intent of the City Center Character Area is to promote the concentration of residential and commercial uses, which serve surrounding communities in order to reduce automobile travel, promote walkability and increase transit usage.

The areas should be a focal point for several neighborhoods with a variety of activities such as general retail, commercial, professional office, high-density housing, entertainment and recreational uses and appropriate public open spaces that are easily accessible by pedestrians. This character area is similar to neighborhood center, but at a larger scale. The preferred density for areas of this type is up to 40 dwelling units per acre.

Zoning Map



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Stonecrest Parcels

City Limits

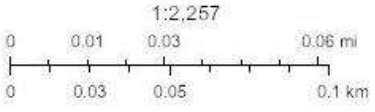
Zoning

C-1 - Local Commercial

OI - Office-Institutional

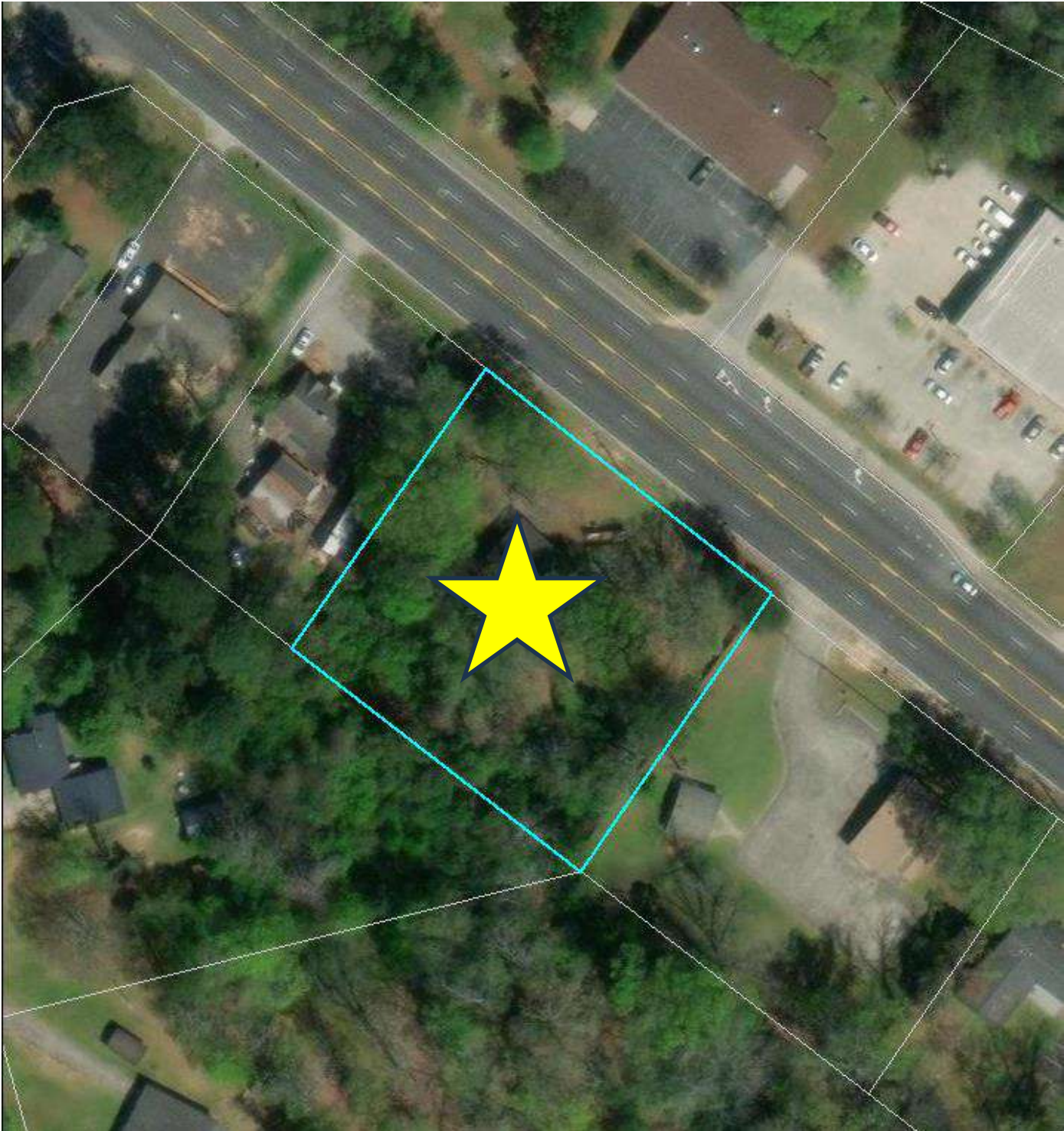
R-75 - Residential Med Lot

MR-2 - Med Density Residential



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Aerial Map



RZ-23-006

Planning and Zoning Department

Site Photo



Submitted Site Plan

GENERAL NOTES:

- This Plat has been prepared without the benefit of a current site report. Easements or encumbrances may exist that are not shown on this plat.
- This plot is subject to any restrictions, easements, covenants or restrictions that may exist either written or unwritten.
- Underground utilities not shown herein may exist. The Surveyor does not take responsibility for clearance or presence of any such utilities.
- No Geodetic monuments were found within 500 feet of this site. This Plat has been prepared for the exclusive use of the person(s) or entities named herein.

Line #	Length	Bearing
L1	13.30	S87°52'27"E
L2	12.00	N43°52'52"E

LEGEND

- CM CONCRETE MONUMENT FOUND
- EDR EDGE OF PAVEMENT (CURB)
- PP POWER POLE
- R/W RIGHT OF WAY
- RF IRON PIN FOUND
- PS 1/2" REBAR SET
- SM SIZE MARK
- REBAR
- OHP OVERHEAD POWER
- PH FIRE HYDRANT
- CB CATCH BASIN
- WH WAREHOUSE
- WM WATER METER
- WV WATER VALVE
- CV GAS VALVE
- CM GAS METER
- LP LIGHT POLE
- CONCRETE PAD
- TEL TELEPHONE MARKER
- AC AIR CONDITIONER UNIT
- MB MAIL BOX

This plot is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plat, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SATISFACTORY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

REVISIONS	By	Date
8-21-23 ADD SHED TO SURVEY	LSM	

TRISHA DENAMON
7467 COVINGTON HIGHWAY, STONECREST, GEORGIA 30058

BOUNDARY SURVEY FOR
TRISHA DENAMON
7467 COVINGTON HIGHWAY, STONECREST, GEORGIA 30058

LAND LOT 137 - 16TH DISTRICT, DEKALB COUNTY, GEORGIA

Date: 08-21-2023

Book:

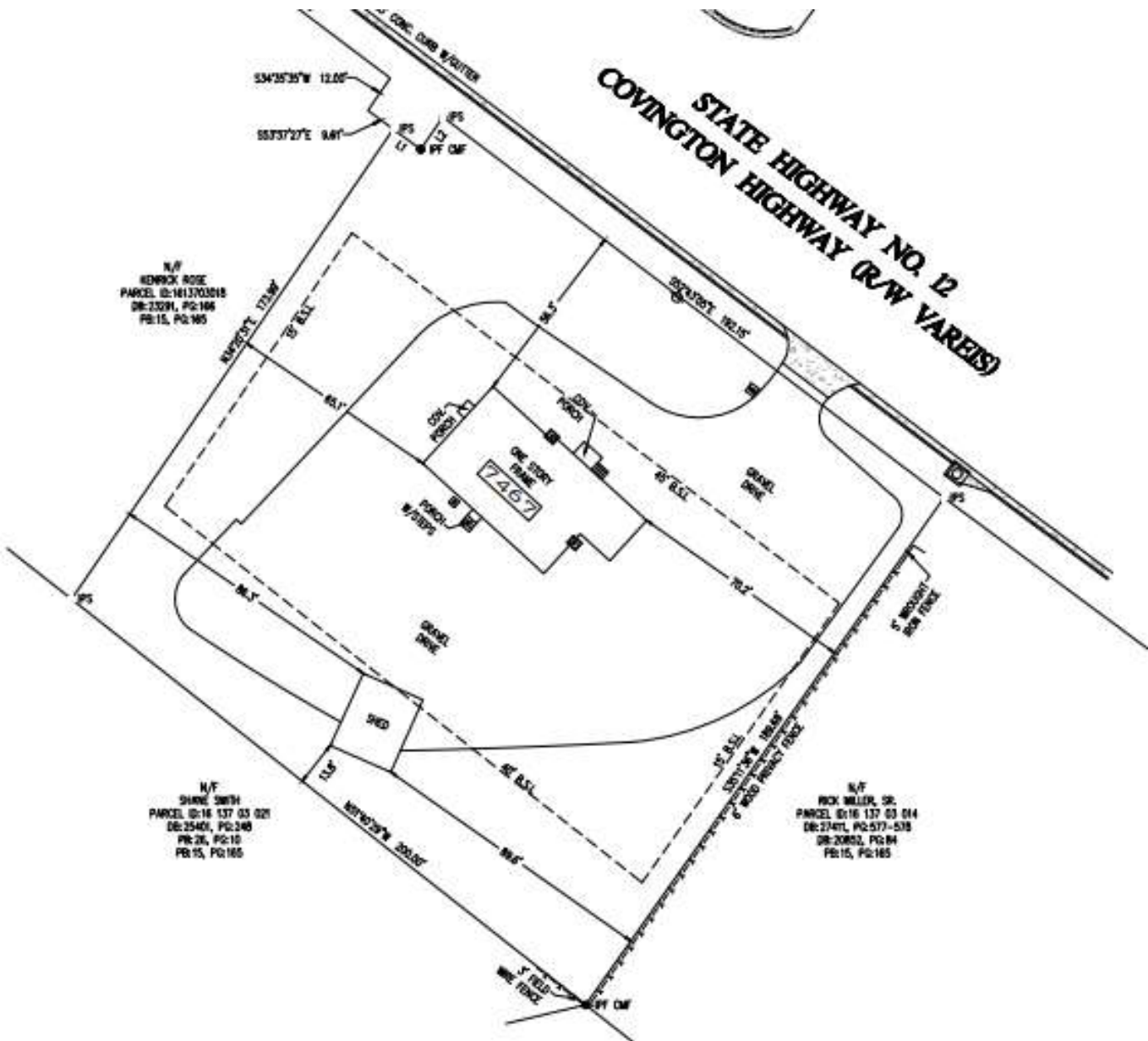
City:

Drawn By: LAMROCK

Sheet 1 of 1

RZ-23-006

Planning and Zoning Department





Environmental Site Analysis

Conformance to the Comprehensive Plan.

- a. Describe the proposed project and the existing environmental conditions on the site. The subject property is already developed with a single family home, 2 car garage (shed). The front and sides of the property has gravel and some landscape in the rear.
- b. Describe adjacent properties. Describe how the project conforms to the Comprehensive Land Use Plan. The adjacent properties have similar designs and are zones

Adjacent Property Zones.

 - i. **North.** Covington Highway
 - ii. **East.** C-1, Local Commercial
 - iii. **South.** R-75, Residential Medium Lot
 - iv. **West.** C-1, Local Commercial
- c. Include the portion of the Comprehensive Plan Land Use Map which supports the projects conformity to the Plan. (See Attached)
- d. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies.

The intent of this submittal is to rezone the property to a zone district in which permits the use of "general business office or building or construction office" by right. The purpose of this rezoning submission is to legally occupy and use the structure and space as the mentioned use of office.

In addition, we propose to rezone the property to the C-1 zone district; which permits the proposed use. With respect to Table 4.1 of the City of Stonecrest zoning code the C-1 zone district permits the requested uses of "general business office, building or construction office"

The current use of "accessory uses or structures (accessory two car garage)" is considered a permitted use as an accessory use within the C-1 zone district, per Table 4.1 of the City of Stonecrest Zoning Code.

Developmental Breakdown

Category	R-75 Zone District	C-1 Zone District
Lot Area	10,000 SF	20,000 SF
Lot Width, Frontage	75 feet	100 feet
Lot Coverage	35%	90%
Front Arterials No accessory building	35 feet	60 feet



RZ-23-006

Planning and Zoning Department

setbacks noted in zoning code.		
Side-interior building No accessory building setbacks noted in zoning code.	7.5 feet	20 feet
Rear No accessory building setbacks noted in zoning code.	40 feet	30 feet
Unit Size	1,600 SF	650 SF
Building Height	35 feet	2 stories and 35 feet
Accessory Building Height	24 feet	No Accessory Building Height Requirement
Open Space	20% Open space requirement shall apply to new subdivisions if project is >five acres or >36 units	10%
Parking	Detached single-fami	Office, Profession



RZ-23-006

Planning and Zoning Department

	<p>ly dwelling. Two spaces per dwelling unit.</p> <p>Maximum. Four spaces per dwelling unit.</p> <p>3 bedroom single family identified as one unit = 2 minimum required parking spaces</p> <p>4 maximum allowance</p>	<p>al. One space for each 500 square feet of floor area.</p> <p>Maximum. One space for each 250 square feet of floor area.</p> <p>1,660 SF / 500 SF = 3 minimum required</p> <p>1,660 SF / 250 SF = 7 maximum allowance</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Letter of Intent

REZONING LETTER OF INTENT

August 2023

City of Stonecrest
Department of Planning and Zoning
3120 Stonecrest Blvd Suite 190
Stonecrest, GA 30038

RE: Letter of Intent - Rezoning Application by Sullivan Electric Services Co, LLC. (the "Applicant") for the property located at 7467 Covington Highway, Stonecrest Georgia (the "Property")

Dear Mr. Singletary:

This rezoning application is being submitted on behalf of the owner for the proposed rezoning on land lot 37, district 16, Dekalb County. Located at 7467 Covington Highway. The proposal is to is to rezone the residential building into a commercial building. The proposed site entrance is located off the public right of way that currently serves as an entrance to property. The site is an appropriate transition zoning from the R75 (Medium Residential Housing) to commercial uses.

The surrounding uses are as follows:

- Sword of the Spirit Ministries church
- New and Used Tire Shop
- Oreily's Auto Parts

Our proposal for rezoning, as it relates to these surrounding uses, is the most viable option for the property. The approval of this application would be consistent with the City's previous zoning decisions along nearby sites. The proposal would not burden existing infrastructure and the mixture of uses will provide offsetting trip times as compared to office.

The Applicant and owner respectfully request the City of Stonecrest Planning Development and Planning Staff approval and support the Applicant's rezoning request to allow for the R75 property to be changed to the category to support the commercial to match neighboring properties, the only economically viable use of the Subject Property. The Applicant, owner, and their representatives welcome the opportunity to meet with all interested parties and representatives.

Respectfully,

Floyd Sullivan
Owner, Sullivan Electrical Service Co, LLC

STATE OF GEORGIA

CITY OF STONECREST

ORDINANCE NO. ____ - _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA TO REZONE 7467 COVINGTON HIGHWAY FROM R-75 (RESIDENTIAL MEDIUM LOT-75) TO C-1 (LOCAL COMMERCIAL) ZONING DISTRICT; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest (“City”) is the Mayor and City Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and City Council desire to rezone 7467 Covington Highway from R-75 (Residential Medium Lot-75) to C-1 (Local Commercial) zoning district; and

WHEREAS, pursuant to Sec. Sec. 7.3.4. of the City’s Zoning Code proposed amendments to the comprehensive plan map shall require an application and public hearings before the planning commission and the Mayor and City Council; and

WHEREAS, the Planning and Zoning Department is seeking approval with the following conditions: The project shall conform substantially to the attached site plan; and Prior to the

issuance of a Certificate of Occupancy, the Applicant shall apply for and receive a Business License; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Planning and Zoning Department recommends approval of the major changes to conditions of property located at 7467 Covington Highway; and

WHEREAS, the matter was heard in the City’s Community Planning Information Meeting pursuant to the provisions of the City’s Zoning Procedures Law; and

WHEREAS, a public hearing and recommendation pursuant to the provisions of the City’s Zoning Procedures Law has been provided by the Planning Commission; and

WHEREAS, a public hearing pursuant to the provisions of Georgia’s Zoning Procedures Law has been properly held by the City Council prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, and welfare of the citizens of the city will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. The official zoning map of the City of Stonecrest, Georgia is hereby rezoned by approving major changes to conditions of the property located at 7467 Covington Highway parcel number: 16 137 03 015.

Section 2. The conditions shall be as follows:

APPROVAL with conditions: The project shall conform substantially to the attached site plan; and Prior to the issuance of a Certificate of Occupancy, the Applicant shall apply for and receive a Business License.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

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

Section 5. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby

expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



CITY COUNCIL AGENDA ITEM

SUBJECT: SLUP 23-009 3309 and 3313 Panola Road

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Matthew Williams, Deputy Director Planning and Zoning

PRESENTER: Matthew Williams, Deputy Director Planning and Zoning

PURPOSE: Applicant is seeking a Special Land Use Permit (SLUP) to construct a Place of Worship.

FACTS: The subject properties are currently zoned R-100 (Residential Medium Lot 100) off of Panola Road. The subject properties are surrounded by properties zoned R-100 to the north, south and east. The property to the west of the subject properties are zoned RSM (Residential Small Lot Mix). According to Table 4.1 Use Table, a SLUP is required for Places of Worship for residentially zoned districts.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Deny Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Staff Report
- (2) Attachment 2 - Ordinance
- (3) Attachment 3 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



TO: Mayor and City Council

FROM: Planning and Zoning Department

SUBJECT: SLUP23-009

ADDRESS: 3309 and 3313 Panola Road

MEETING DATE: November 27, 2023

Summary: Applicant is seeking a Special Land Use Permit (SLUP) to develop a Place of Worship.

STAFF RECOMMENDATION: APPROVAL with condition

PLANNING COMMISSION RECOMMENDATION: APPROVAL with staff's conditions



SLUP23-009

Planning and Zoning Department

Commissioner District #3: Councilwoman Alecia Washington

PROPERTY INFORMATION	
Location of Subject Property: 3309 and 3313 Panola Road	
Parcel Number: 16 022 01 004 and 16 022 01 246	
Road Frontage: Panola Road	Total Acreage: 3.55 +/-
Current Zoning: R-100 (Residential Medium Lot)	Overlay District: N/A
Future Land Use Map/ Comprehensive Plan: SUB (Suburban)	
Zoning Request: Applicant is seeking a Special Land Use Permit (SLUP) to develop a Place of Worship.	
Zoning History: N/A	

APPLICANT / PROPERTY OWNER INFORMATION
Applicant Name: Darrell Johnson
Applicant Address: 3375 Glenwood Road Decatur, GA 30032
Property Owner Name: CCC Christ Gospel Parish
Property Owner Address: 3309 and 3313 Panola Road



DETAILS OF ZONING REQUEST

Since the city's incorporation, the sites have been zoned R-100 (Residential Medium Lot-100). The Applicant is proposing to develop and operate a Place of Worship (POW) on subject property. POW are defined as a lot or building wherein persons assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship. The term "place of worship" shall also include any of the following accessory uses and buildings means schools, religious education, social gathering rooms, food service facilities, indoor and outdoor recreation facilities, child daycare center, kindergarten, parsonage, rectory or convent and columbarium.

In [Section 4.2.42](#) of Chapter 27, it elaborates on regulations for POW that are located within residential zoned district. The regulations are as follows:

1. Any building or structure established in connection with places of worship, monasteries or convents shall be located at least 50 feet from any residentially zoned property. Where the adjoining property is zoned for nonresidential use, the setback for any building or structure shall be no less than 20 feet for a side-yard and no less than 30 feet for a rear-yard.
2. The required setback from any street right-of-way shall be the front-yard setback for the applicable residential district.
3. The parking areas and driveways for any such uses shall be located at least 20 feet from any property line, with a visual screen, provided by a six-foot-high fence or sufficient vegetation established within that area.
4. Places of worship, convents and monasteries shall be located on a minimum lot area of three acres and shall have frontage of at least 100 feet along a public street.
5. Places of worship, convents and monasteries shall be located only on a thoroughfare or arterial.
6. Any uses, buildings or structures operated by a place of worship that are not specifically included within the definition of place of worship must fully comply with the applicable zoning district regulations, including, but not limited to, any requirement for a special land



SLUP23-009

Planning and Zoning Department

use permit.

ADJACENT ZONING & LAND USE		
NORTH	Zoning: R-100 (Residential Medium Lot-100)	Land Use: Single-Family Dwelling
SOUTH	Zoning: R-100 (Residential Medium Lot-100)	Land Use: Single-Family Dwelling
EAST	Zoning: R-100 (Residential Medium Lot-100)	Land Use: Single-Family Dwelling
WEST	Zoning: RSM (Small Lot Residential Mix)	Land Use: Single-Family Dwelling



PHYSICAL CHARACTERISTICS & INFRASTRUCTURE

The site is currently developed with one (1) road frontage (Panola Road). There aren't floodplain and/or state waters on the subject property.

SPECIAL LAND USE PERMIT CRITERIA

1. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;
2. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;
3. Adequacy of public services, public facilities, and utilities to serve the proposed use;
4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;
5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;
6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;
7. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use;
8. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;
9. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;
10. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located;
11. Whether the proposed use is consistent with the policies of the comprehensive plan;



SLUP23-009

Planning and Zoning Department

12. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located;
13. Whether there is adequate provision of refuse and service areas;
14. Whether the length of time for which the special land use permit is granted should be limited in duration;
15. Whether the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings;
16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources;
17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit;
18. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height; and
19. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

RECOMMENDATION(S)

Staff recommends the following:

• **Approval with condition(s):**

1. Applicant must submit a Lot Consolidation (Minor Plat) Application prior to LDP (Land Disturbance Permit) being issued;
2. Applicant must comply with parking regulations in [ARTICLE 6. - PARKING](#); and
3. The proposed development shall be within general conformity with the applicant’s submitted survey/site plan (dated 07-16-2023).
4. A deceleration lane and acceleration lane shall be installed along Panola Road
5. A Right-Of-Way dedication shall be provided



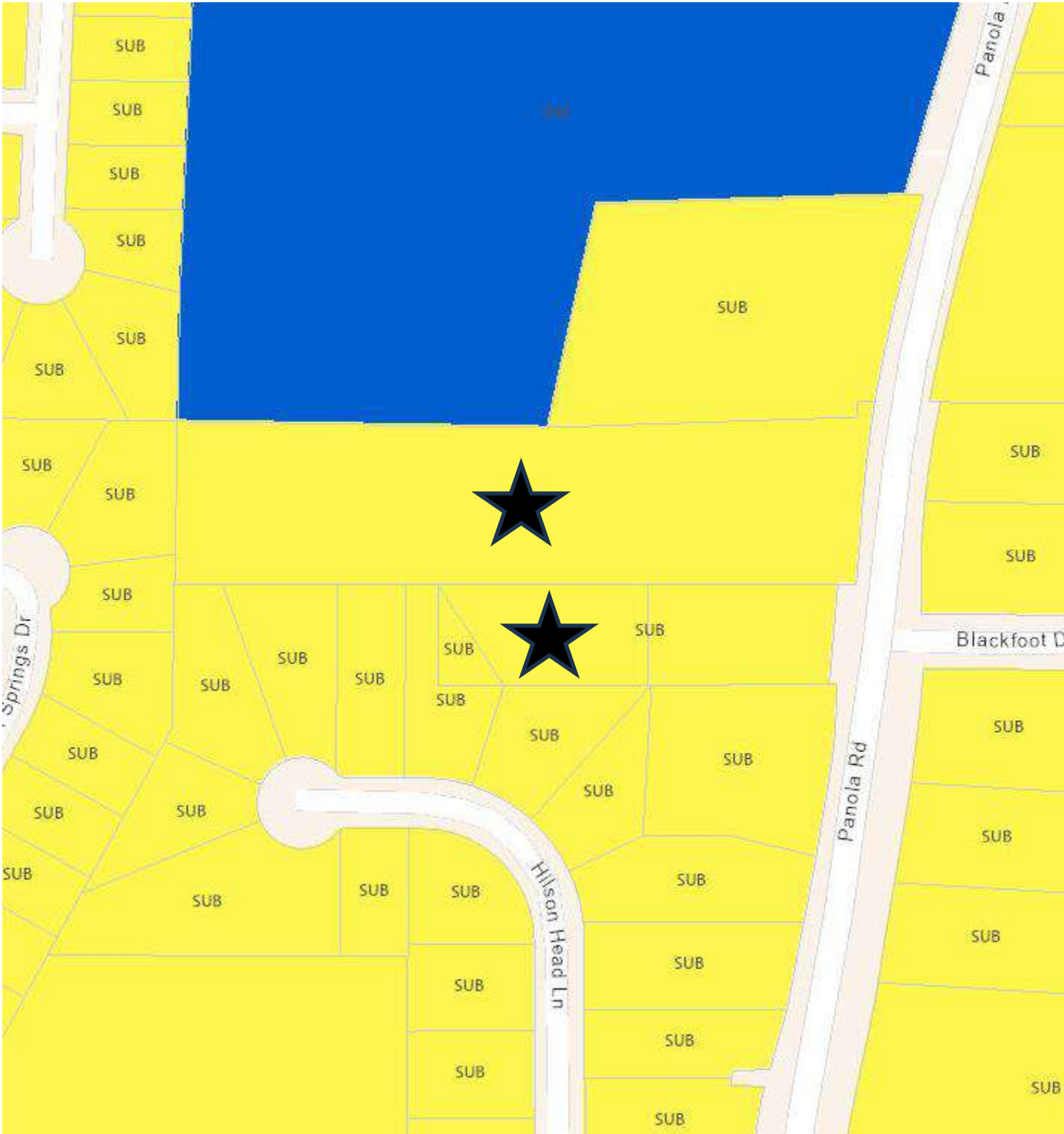
SLUP23-009

Planning and Zoning Department

Attachments Included:

- **Future Land Use Map**
- **Zoning Map**
- **Aerial Map**
- **Site Plan/Survey**
- **Environmental Site Analysis**
- **Letter of Intent**

Future Land Use Map





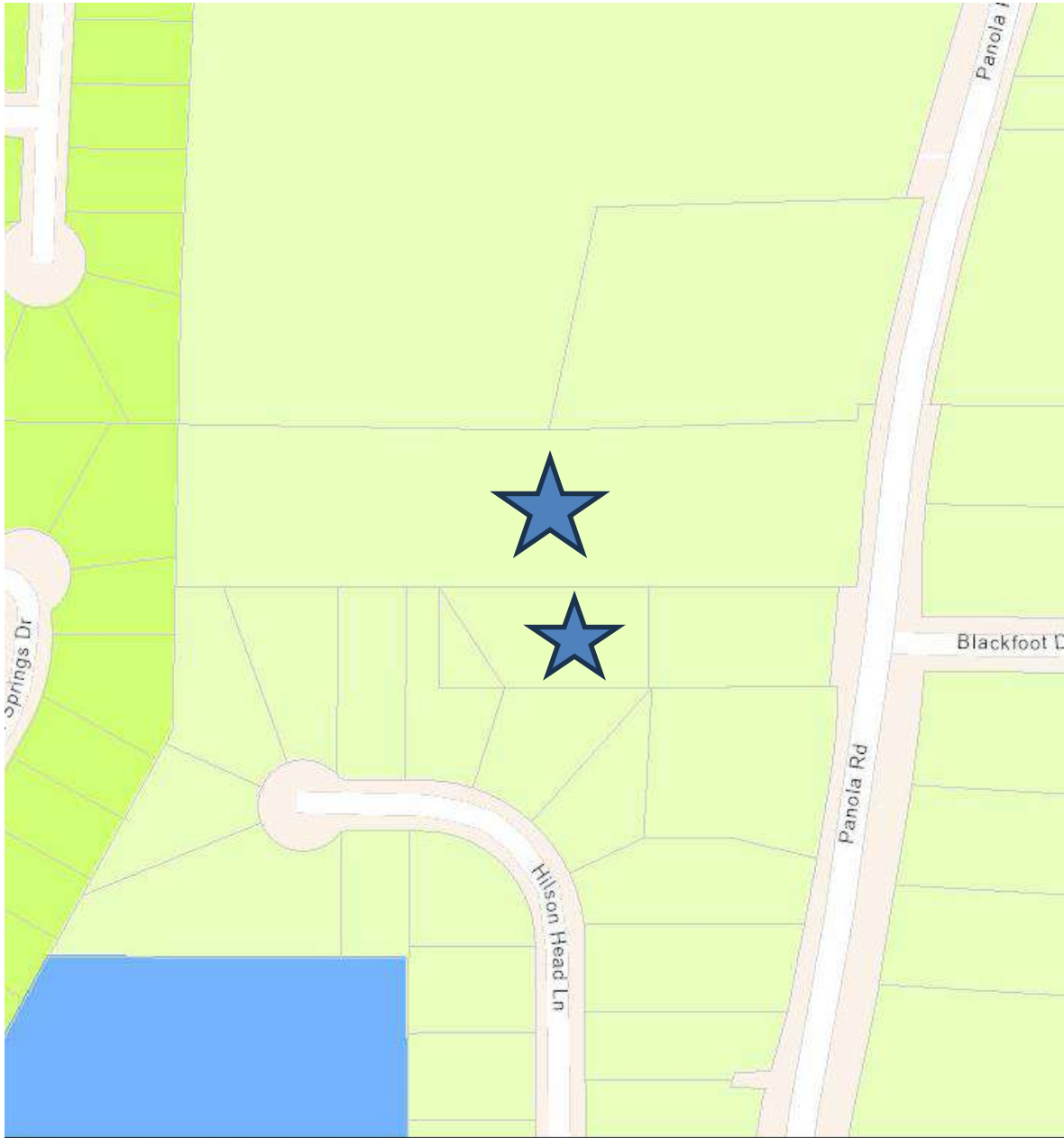
SLUP23-009

Planning and Zoning Department



Suburban Neighborhood (SN)


The intent of the Suburban Neighborhood character area is to recognize those areas of the city that have developed in traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. These areas include those developed (built out) and those under development pressures. Those areas are characterized by low pedestrian orientation, limited transit access, scattered civic buildings and curvilinear street patterns. The proposed density for areas of this type is up to 8 dwelling units per acre.

Zoning Map



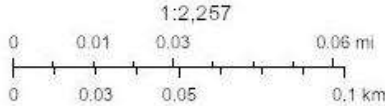
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-  Stonecrest Parcels
-  City Limits

-  R-100 - Residential Med Lot
-  RSM - Small Lot Residential Mix

Zoning

-  OI - Office-Institutional

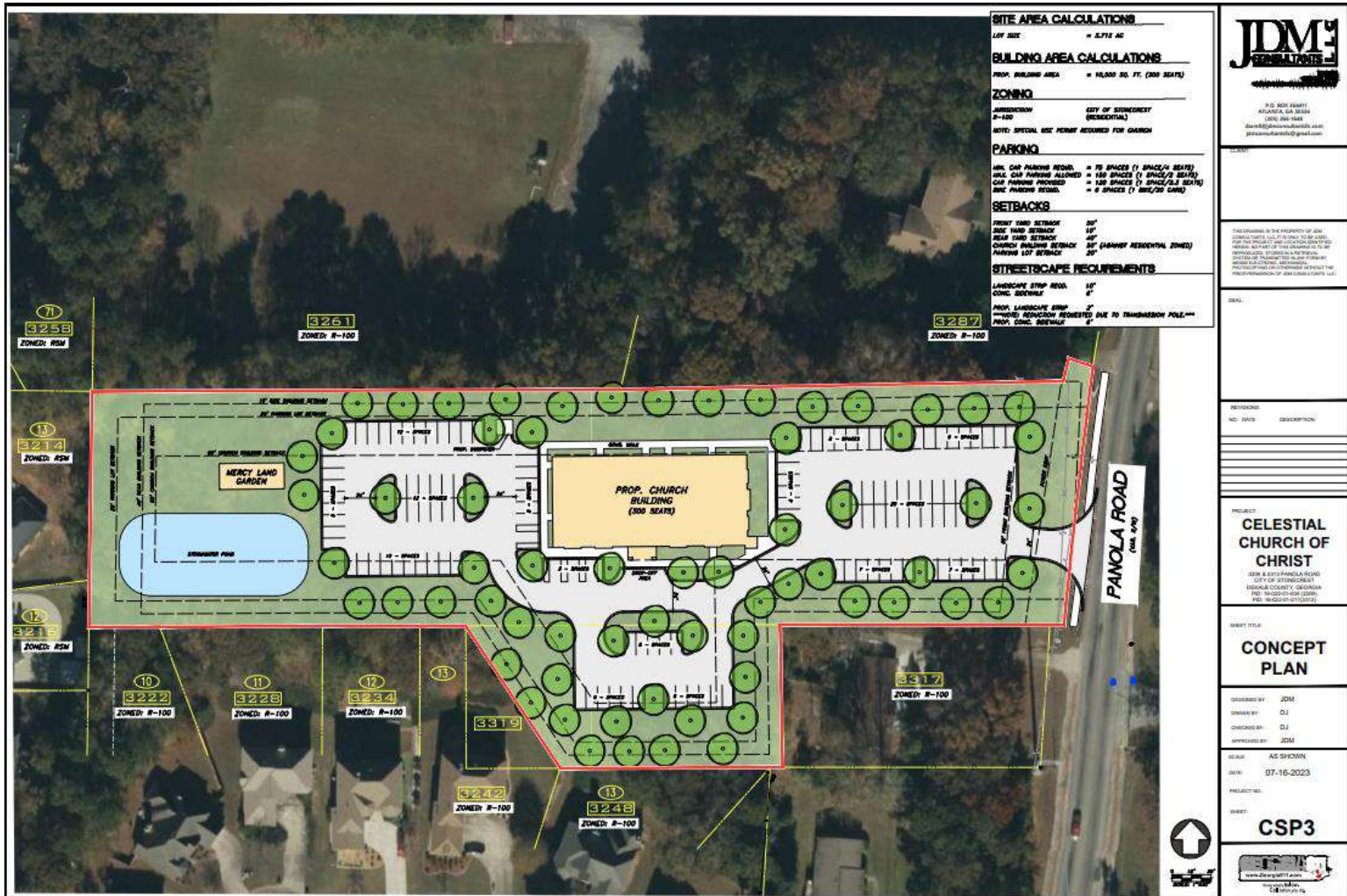


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Aerial Map



Submitted Site Plan



SLUP23-009

Planning and Zoning Department





Environmental Site Analysis

SPECIAL LAND USE PERMIT CRITERIA AND ENVIRONMENTAL SITE ANALYSIS

PREPARED FOR:

Christ Gospel Parish
Celestial Church of Christ, Inc

3309 & 3313 Panola Road
City of Stonecrest, DeKalb County, GA
Contact: Rebecca Famakinwa
Phone: 470-218-0928

PREPARED BY:

JDM Consultants, LLC

P.O. Box 366411
Atlanta, GA 30336
Contact: Darrell Johnson
Phone: 206-266-1648

August 09, 2023



SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ

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JDM Consulting
08.09.2023



SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ



SPECIAL LAND USE PERMIT CRITERIA

A. Adequacy of Site Size

The Site size is approximately 3.713 acres as measured by the boundary survey provided by DeKalb Surveys, Inc., dated April 3, 2023. The site size is more than adequate for the proposed use. The topography does not appear to present any challenges for developing this site. There is sufficient space for the main drive aisles, meeting parking requirements, the building footprint, utilities, stormwater facilities, and comfortable navigation around the site. There is sufficient space for the building footprint and parking areas to meet required setbacks.

B. Compatibility with Adjacent Land Uses

The proposed use of a church is compatible with adjacent land uses. The current zoning map shows the surrounding lots are zoned R-100. Most of those lots are single family residential lots. One of the lots to the North (3261) is zoned R-100 and also has a church on it.

C. Adequacy of Public Services/Facilities

Public facilities are adequate for this development. This church building is approximately 3.1 miles from fire station 17. The site is approximately 6 miles from the police station. It is approximately 4 miles from Emory Hillandale Hospital and approximately 7 miles from Georgia Regional Hospital. There is an existing sidewalk in front of the site on Panola Road. Utility providers have indicated Communication (Internet/phone), power, gas, water, and sewer are available at the site.

D. Adequacy of Public Street Capacity

Panola Road is a two lane road in front of the site. Due to the traffic patterns of the proposed use mainly generating trips on Sunday mornings, or off peak hours, the capacity of the existing infrastructure is more than adequate for the proposed use. With the current setbacks and power easement at the frontage of the property, there is also space for Panola Road to expand in the future. However, there is a transmission line on this side of Panola road with steel poles and high voltage power lines on it that would need to be moved before Panola Road could be expanded towards the proposed site.

E. Adverse Impact to Adjacent Land Uses Due to Traffic from Site

No adverse impacts to adjacent land uses are anticipated due to traffic patterns from the site. The only access point to the proposed site is Panola Road. Typical trips generated will be almost entirely off peak hours on Sundays. The church proposes 300 seats

F. Ingress / Egress for Automobiles and Pedestrians

There is sufficient ingress and egress for this site for automobiles and pedestrians. Pedestrians have access to the site from the sidewalk on Panola Road. Automobiles have an approximately 50 foot entrance drive before the first parking bays are available. This helps reduce stacking into the street.



SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ



G. Adverse Impacts of Noise, Smoke, Vibrations

Adverse impacts due to noise, smoke, and vibrations are not anticipated. Worship music is anticipated within the building. However, it is planned within the building which is designed to meet building code and will have noise reducing capabilities. Due to the setbacks, there will also be natural vegetative screening between the proposed and adjacent properties. It will also be done within daytime hours and will not exceed OSHA standards for sound hazards for adjacent land owners. Thus, no adverse impact to the public health, welfare, safety, or quality of life is anticipated due to excessive sound.

H. Adverse Impacts of Hours of Operation

No adverse impacts due to the hours of operation are anticipated. Hours of operation are anticipated to align with standard day time business hours.

I. Adverse Impacts of Manner of Operation

No adverse impacts due to the manner of operation are anticipated. Operation the majority of the time will consist of a few office staff members available during daytime business hours. Sundays anticipate a max number of 300 visitors for a few hours.

J. Consistency with Proposed Zoning District

The existing zoning is R-100. A church is not on the prohibited list of developments for this zoning category. The zoning code indicates a special land use permit may be applied for to propose a church in this zoning category.

K. Consistency with Policies of Comprehensive Plan

This proposed development is consistent with the policies of the comprehensive plan. This development is adjacent to R-100 properties. It is not attempting to rezone. Another church is adjacent to this property also zoned R-100. This development will be a support and benefit to the spiritual health of the community. This development is also consistent with the future land use map for this area showing a mix of residential and institutional land uses.

L. Required Buffer Zone Compliance

This development is in compliance with the required building and parking setbacks and buffers relevant to this property. The site plan meets the required 50' church building setback. Please see the attached Site Plan for more information.

M. Adequate Refuse and Service Areas

The project proposes a dumpster area that will be adequate for the service of this project. There are waste service companies available to serve this property.

N. SLUP Duration Limits

The proposed SLUP requests no duration limits as it proposes a church that is intended to be a permanent structure.

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08.09.2023



SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ



O. Appropriate Size / Scale of Building(s) Compared to Adjacent Properties

The building for this development is an appropriate size / scale compared to adjacent properties. The height on the main building is proposed at 34'-11.5". The structure proposes a section with a height of 37'-1". These heights fit in with the surrounding single family residential houses.

P. Adverse Impacts to Historical / Archeological Resources

There are no known adverse impacts to historical or archeological resources at this time. An analysis of the history of this site back to the early 1980s shows it has remained largely undeveloped with a single family house on it. A few years ago the single family homes was demolished and cleared from the property. No other portions of the site appear to have anything that would be listed in the national or local historical registries. From the site visit, there did not appear to be any archeological resources on site. Further studies of the site may be required.

Q. Satisfaction of Requirements of SLUP

The development satisfies the requirements of the SLUP. A church is under the institutional category. It is an allowable use for this zoning category with a special land use permit. The proposed layout meets all parking and setback requirements. No variances are requested at this time.

R. Negative Shadow Impact of Building on Adjacent Lots

No negative shadow impacts on adjacent properties are anticipated due to the height of the building. Due to the building only having a proposed height of 37'-1" and the building location being more than 50' from the nearest property line, no negative shadow impacts are anticipated.

S. Disproportional Proliferation of Similar Land Uses

There are approximately 5 other churches in this area also in the R-100 zoning. However, this category of consideration may apply to other land uses like chemical factories or quarries where it would be wise to consider the combined negative impacts on the surrounding area, public health, welfare, and safety. However, it is not anticipated that a proliferation of churches will be anything but a benefit to the local community.

T. Consistency & Compatibility with the Needs of the Neighborhood

The development fits in well with the surrounding R-100 zoned properties. The surrounding area is filled with single family homes and other churches. The proposed development is consistent and compatible with the neighborhood.



SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ



ENVIRONMENTAL SITE ANALYSIS

SECTION 1: Conformance to the Comprehensive Plan

A. Project Description and Existing Environmental Conditions

The project proposes a church, associated sidewalks, parking lot, utilities, and stormwater infrastructure on approx. 3.7 acres of land. The existing conditions are a mostly undeveloped wooded area with approx. 1.1 percent impervious area of a concrete driveway and old small shed. According to the boundary and topographic survey, there are no 100 year floodplains on the property. From the site visit, there do not appear to be streams or wetlands on or within 200 feet of the property. There did not appear to be any chemical spills, underground storage tanks, asbestos or lead. No recognizable environmental hazards were encountered during the site visit.

B. Adjacent Property Description with Site Plan

The adjacent properties are single family residential lots zoned R-100. One lot to the North is zoned R-100 with an existing church. Please see attached site plan for more information.

C. Project Conformance with Comprehensive Land Use Plan

This proposed development is consistent with the policies of the comprehensive plan. This development is adjacent to R-100 properties. It is not attempting to rezone. Another church is adjacent to this property also zoned R-100. This development will be a support and benefit to the spiritual health of the community. This development is also consistent with the future land use map for this area showing a mix of residential and institutional land uses.

D. Site Location on Comprehensive Plan Land Use Map

Please see below for attached current zoning map and future land use map with site location identified.

E. Site Evaluation for Comprehensive Land Use Plan

This site is compatible with the comprehensive land use per the comprehensive land use map attached below. There are 5 nearby churches on property zoned R-100. The future land use map shows the area's intended future use to match the current use with residential and institutional uses.



SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ



SECTION 2: Environmental Impacts of The Proposed Project

A. Wetlands

There are no known wetlands on or within 200 feet of the project site.

B. Floodplain

Per FEMA FIRM Map of DeKalb County, Georgia 13089C0158J, effective date May 16, 2013, this site is not located within a flood hazard area.

C. Stream / Stream Buffers

There are no known streams or stream buffers on or within 200' of the site.

D. Slopes Exceeding 25 Percent Over a 10 - Foot Rise in Elevation

There are no slopes at or exceeding 25 percent on site for more than 10 vertical feet.

E. Vegetation

Vegetation on site is mostly wooded.

F. Wildlife Species (Including Fish)

Wildlife species expected on site are typical wooded creature such as squirrels, birds, and rabbits. No endangered species were observed during the site visit. No fish habitats were observed on site.

G. Archeological / Historical Sites

There are no known adverse impacts to historical or archeological resources at this time. An analysis of the history of this site back to the early 1980s shows it has remained largely undeveloped with a single family house on it. A few years ago the single family homes was demolished and cleared from the property. No other portions of the site appear to have anything that would be listed in the national or local historical registries. From the site visit, there did not appear to be any archeological resources on site. Further studies of the site may be required.



SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ



SECTION 3: PROJECT IMPLEMENTATION MEASURES

A. Protection of Environmentally Sensitive Areas

No known environmentally sensitive areas were identified on site. However, erosion control Best Management Practices will be provided in conformance with state and local issuing authority requirements.

B. Protection of Water Quality

Sufficient space for a stormwater management pond has been allocated in the site plan. The stormwater pond and other water quality BMPs will be utilized to meet water quality requirements.

C. Minimization of Negative Impacts on Existing Infrastructure

There are no anticipated negative impacts on the existing infrastructure. As a church, the traffic generated from the development is minimal most of the week, and the majority of trips are typically generated on off peak hours of Sunday mornings. In discussions with utility providers, they indicated utilities are available to serve this site. There have been no indications of negative impacts at this time.

D. Minimization on Archeological / Historically Significant Areas

Currently, no archeological or historically significant areas have been identified on site.

E. Minimization of Negative Impacts on Env. Stressed Communities

Currently, no negative environmental impacts are anticipated with this development.

F. Creation and Preservation of Green Space and Open Space

This site proposes a green space amenity of a garden area. There is ample open space with the proposed layout. See attached Site Plan for more information.

G. Protection of Citizens from the Negative Impacts of Noise and Lighting

There are no anticipated negative impacts from noise or lighting from this development.

H. Protection of Parks and Recreational Green Space

This development does not anticipate any negative impacts to parks. The site proposes to cultivate the area into usable space to enjoy a garden area in the rear of the site with a majority of the rear of the site being green space.

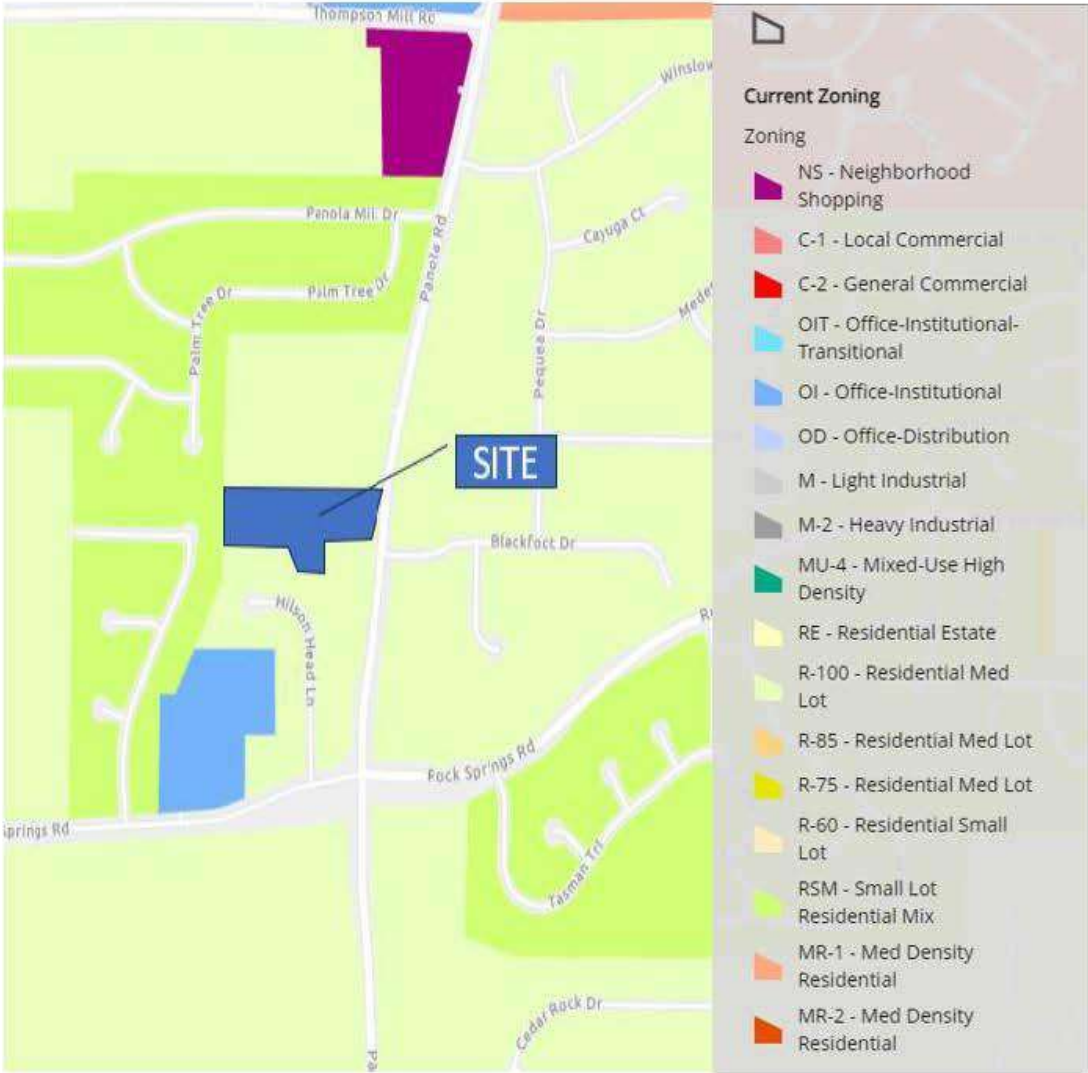
I. Minimization of Impacts to Wildlife Habitats

The proposed plan has an ample amount of green space and surrounding undisturbed area that will provide for habitats for typical local wildlife. The proposed plan will also have landscaping plans that meet local landscaping requirements.

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SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ

CURRENT ZONING MAP

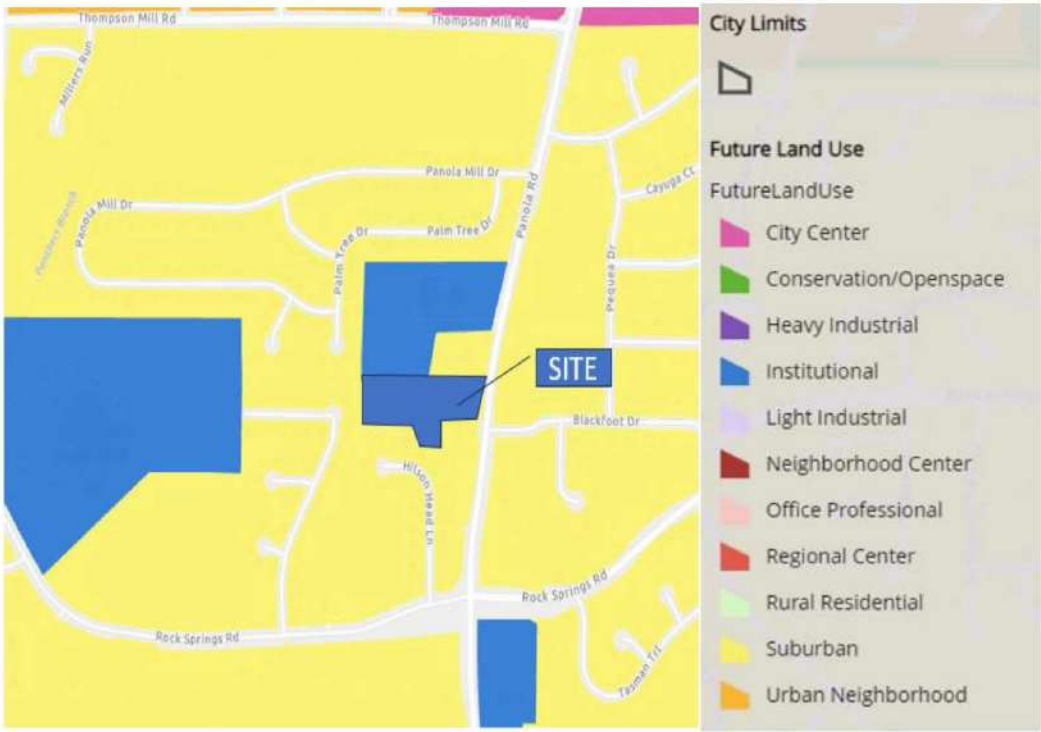


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SLUP Criteria and
Environmental Site Analysis
Celestial Church of Christ



FUTURE ZONING MAP



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08.09.2023

Letter of Intent



August 09, 2023
City of Stonecrest Planning and Zoning
3120 Stonecrest Blvd, Suite 190
Stonecrest, GA 30038

Statement of Intent

The applicant, Christ Gospel Parish Celestial Church of Christ, Inc, is seeking a Special Land Use Permit (SLUP) for the combined property at addresses 3309 and 3313 Panola Road, City of Stonecrest, DeKalb County, GA 30038 totaling 3.713 acres (to be referred to as the "subject property"). The request SLUP is for the development of a church. The subject property is presently zoned R-100. This zoning category does allow for churches as a land use. The proposed church will have 10,500 square feet and 300 seats. It meets all required parking and setback requirements from the City of Stonecrest's zoning ordinances.

The "subject property" is situated in Land Lot(s) 22 and 43, District 16 in the City of Stonecrest. It has frontage on the East side of the property along Panola Road's right of way. It has similar R-100 zoned church to the North and R-100 zoned single family residential properties on the South and West.

The applicant has given special attention to ensure the layout and design of the site allows for efficient ingress & egress to the "subject property," as well as pedestrian traffic & landscaping across the site. The applicant looks forward to discussions with the neighbors, county officials and other interested parties to ensure a similar blend with the surrounding area.

Thank you for the thoughtful attention to the foregoing request for rezoning. We look forward to working with you on this important matter.

Please call us if you have any questions.

Regards,



Darrell Johnson, CEO
JDM Consultants, LLC

JDM Consultants, LLC | 205.266.1648 | JDMConsultantsLLC@gmail.com

**STATE OF GEROGIA
DEKALB COUNTY
CITY OF STONECREST**

ORDINANCE NO. ____ - _____

1 **AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST,**
2 **GEORGIA TO APPROVE SPECIAL LAND USE PERMIT 23-009 ON PARCEL**
3 **NUMBERS 16 022 01 004 AND 16 022 01 246 TO DEVELOP A PLACE OF WORSHIP AT**
4 **3309 AND 3313 PANOLA ROAD STONECREST, GEORGIA 30038; TO PROVIDE**
5 **SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO**
6 **PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR**
7 **OTHER LAWFUL PUPOSES.**

8 **WHEREAS**, the governing body of the City of Stonecrest (“City”) is the Mayor and City
9 Council (“City Council”) thereof; and

10 **WHEREAS**, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of
11 Georgia authorizes the City to adopt plans and exercise the power of zoning; and

12 **WHEREAS**, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances
13 relating to its property, affairs, and local government; and

14 **WHEREAS**, the City of Stonecrest has been vested with substantial powers, rights, and
15 functions to generally regulate the use of real property to maintain health, morals, safety, security,
16 peace, and the general welfare of the City; and

17 **WHEREAS**, the city received an application for the approval to develop a place of worship
18 at 3309 and 3313 Panola Road; and

19 **WHEREAS**, pursuant to the city’s zoning Ordinance applicants who desire to develop a
20 place of worship must obtain a special land use permit; and

21 **WHEREAS**, the matter was heard in the City’s Community Planning Information Meeting
22 pursuant to the provisions of the City’s Zoning Procedures Law; and

23 **WHEREAS**, the City has properly advertised and held a public hearing before the
24 Planning Commission regarding SLUP 23-009, the request for special land use permit to develop
25 a place of worship at 3309 and 3313 Panola Road; and

26 **WHEREAS**, the City has properly advertised and held a public hearing pursuant to the
27 provisions of Georgia’s Zoning Procedures Law before the City Council prior to the adoption of
28 this Ordinance; and

29 **WHEREAS**, the Planning and Zoning Department recommends approval of special land
30 use permit 23-009 of property located at 3309 and 3313 Panola Road; and

31 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
32 impacted by the adoption of this Ordinance.

33 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF**
34 **THE CITY OF STONECREST, GEORGIA, as follows:**

35 **Section 1.** SLUP 23-009, to develop a place of worship at 3309 and 3313 Panola Road,
36 satisfying Section 7.4.6 of Division 4 of Article 7 and Section 4.2.42 of Division 2 of Article 7 in
37 Chapter 27 of the City of Stonecrest Code of Ordinances, is **APPROVED.**

38 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all
39 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
40 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

41 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent

42 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance
43 is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It
44 is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent
45 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually
46 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

47 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for
48 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the
49 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the
50 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
51 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
52 of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that, to
53 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
54 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
55 effect.

56 **Section 3.** The City Clerk, with the concurrence of the City Attorney, is authorized to
57 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

58 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
59 repealed.

60 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
61 State of Georgia and the City of Stonecrest.

62 **Section 6.** It is the intention of the governing body, and it is hereby ordained that the
63 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
64 Stonecrest, Georgia.

SO ORDAINED AND EFFECTIVE this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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66
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CITY COUNCIL AGENDA ITEM

SUBJECT: Temporary Certificate of Occupancy Process

AGENDA SECTION: *(check all that apply)*

- PRESENTATION** **PUBLIC HEARING** **CONSENT AGENDA** **OLD BUSINESS**
 NEW BUSINESS **OTHER, PLEASE STATE:** Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE** **RESOLUTION** **CONTRACT** **POLICY** **STATUS REPORT**
 OTHER, PLEASE STATE: fee schedule addition
-

ACTION REQUESTED: **DECISION** **DISCUSSION,** **REVIEW,** or **UPDATE ONLY**

Previously Heard Date(s): N/A & Click or tap to enter a date.

Current Work Session: Monday, November 13, 2023

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Patrick Moran, Chief Building Official

PRESENTER: Patrick Moran, Chief Building Official

PURPOSE: TCO process

FACTS: The request is to add a fee of \$270 for the Temporary Certificate Process to the approved Schedule of Fees and institute a formalized process to offer this service to our customers.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - TCO Overview
- (2) Attachment 2 - TCO Process Outline
- (3) Attachment 3 - Notification of TCO Process Fee
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

City of Stonecrest

Building & Permitting Department

Proposed addition of Temporary Certificate of Occupancy fee to City of Stonecrest fee schedule.

To better serve our customers when closing out commercial projects we propose to create an established process for Temporary Occupancy prior to full completion of commercial building projects. This will allow for limited occupancy of commercial structures when it is deemed necessary and safe to do so by the Building Official and the Fire Marshall prior to full Final Approval.

There is no cost associated with creating this process. The application, process and issuance process have been developed with CitizenServe at no cost to the City of Stonecrest and can be turned on upon approval by the city council. The implementation of this optional commercial TCO process will require some staff administrative, review and inspection time. A fee for this process would be required to be added to Appendix A Schedule of Fees by approval of The City Council. Staff recommends a processing fee of \$270.

This will allow the City to better serve the commercial development community and assist in allowing these projects to flow through the close-out process while allowing for limited occupancy.

City of Stonecrest

Building & Permitting Department

Proposed (optional) Temporary Certificate of Occupancy process.

- Customer will complete TCO application through CitizenServe Portal describing the limited occupancy request.
- Staff will process application at route to Building Official and Zoning/Planning for review.
- A 2-day review process proposed to expedite these requests.
- Once the application is approved a site inspection will be scheduled to verify all life safety items are complete and proposed occupancy can be achieved in code-compliant manner.
- Once the Building Inspector has approved the TCO request and we have received approval from the Dekalb County Fire Marshall, staff will issue a Certificate of Occupancy for a thirty-day period that stipulates the restrictions for the limited occupancy.

- This Temporary C of O expires at the end of the thirty-day period denoted on the Temporary Certificate. Should the customer not be able to complete all Final Inspections within the time allotted, they would have the option to apply for an extension. The extension application would require an explanation why full completion has not been achieved and would be reviewed by the Building Official for determination if it is appropriate to extend the limited occupancy or not.
- Once all Final approvals have been obtained the Full Certificate of Occupancy will be issued and any Temp CO would become null & void.

Temporary Certificate of Occupancy process fee

To better serve our Building Department customers and offer a Temporary Certificate of Occupancy process, a minimum fee of \$270 will need to be established to offset the cost of providing said service. This proposed fee will recoup the costs for the City's permit technicians to process the application, plan review staff time to perform a technical review of the application and the site inspection to be performed by inspection staff. This fee will allow the City of Stonecrest to recoup the costs of offering this ***optional*** service to our commercial customers.



CITY COUNCIL AGENDA ITEM

SUBJECT: Fairington Road Sidewalk Design Vendor Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Hari Karikaran, PE, City Engineer

PRESENTER: Hari Karikaran, PE, City Engineer

PURPOSE: Fairington Road is one of the roads most heavily used by pedestrians in the City of Stonecrest. There are 3 MARTA Shelters and 4 MARTA Stops on the Southside, and 2 MARTA Shelters and 3 MARTA Stops on the northside of Fairington Road between Panola Road and I-20 Bridge. A significant portion of Fairington Road doesn't have sidewalks. Bicycle Pedestrian Plan identifies Fairington Road as one of the priority roads for MARTA stop upgrade and sidewalk construction.

FACTS: The City of Stonecrest Procurement Division solicited proposals from qualified and experienced firms to provide engineering design services for Sidewalks along Fairington Road. Two proposals were received on October 5, 2023. The Evaluation Team completed the evaluation and recommended awarding a Contract to Stantec Consulting, Inc. in the amount of \$101,500.00. The funding for this Contract comes from the 2023 Budget Appropriation for SPLOST 300-330-05135-52142 (Bicycle Pedestrian).

OPTIONS: Approve, Deny, Defer N/A



CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve Staff respectfully request the approval of this contract with Stantec Consulting, Inc. through December 31, 2023, with the option to renew the contract for one (1) additional year term.

ATTACHMENTS:

- (1) Attachment 1 - Draft Contract
- (2) Attachment 2 - Bid Tab
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**Fairington Road Sidewalk Design Services
Request for Proposal 23-120**

This **CONTRACT** made and entered into this ____ day of _____, 2023, by and between the City of Stonecrest (Party of the First Part, hereinafter called the “City”), and **Stantec Consulting Services Inc.** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2023 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for a four (4) twelve-month period (“Renewal Option”) unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached are Exhibit A-E encompasses all of the **Contract documents :**

- I. General Conditions.
- II. Request for Proposal Introduction.
- III. Request for Proposal.
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Drug-Free Workplace.
- Exhibit C: Purchasing Policy Addendum.
- Exhibit D: Affidavit Verifying Status for Public Benefit Application.
- Exhibit E: Non-Collusion Affidavit.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of General Conditions]

Service Provider further agrees to indemnify, and hold harmless the CITY, its council members, officers, and employees from liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties and, as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

STONECREST, GEORGIA

By: _____

Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____

Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Stantec Consulting Services Inc.

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for

GENERAL CONDITIONS

- work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
 - 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
 - 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
 - 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
 - 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).
 - 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
 - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 - 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

GENERAL CONDITIONS

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.

5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.

6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.

GENERAL CONDITIONS

6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.

9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.

9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

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- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stonecrest, GA, Accounts Payable, 3120 Stonecrest Blvd, Stonecrest, GA 30038 or email to payables@stonecrestga.gov.
- 9.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities

GENERAL CONDITIONS

which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the

GENERAL CONDITIONS

execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers’ Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City’s Council and the citizens’ advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider’s performance of the Contract work:

(1)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and

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Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner’s Protective Liability – The City’s Management may, in its discretion, require Owner’s Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner’s Protective Liability – The City’s Management may, in its discretion, require Owner’s Protective Liability in some situations.

- 12.7.2 Health Insurance. Not applicable.
- 12.7.3 Garage Liability Insurance. Not applicable.
- 12.7.4 Garage Keeper’s Legal Liability Insurance. Not applicable.
- 12.7.5 Crime Coverage. Not applicable.
- 12.7.6 Pollution Liability Insurance. Not applicable.

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12.7.7 Other Insurance Requirements. All insurance policies required by this Section 12 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). . If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

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14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such

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application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

GENERAL CONDITIONS

- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to

GENERAL CONDITIONS

mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

- (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

- (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

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19. NOTICES

19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.A Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider’s address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next-day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider: _____

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service

GENERAL CONDITIONS

Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who

GENERAL CONDITIONS

claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

GENERAL CONDITIONS

- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to

GENERAL CONDITIONS

- have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.
- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any

GENERAL CONDITIONS

damages resulting from negligence of the City or its employees, agents or Service Providers.

- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 **GRATUITIES.** It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, 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 including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any 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 for the purchase of goods and services are acceptable and are the property of the City.
- 23.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of General Condition.

REQUEST FOR PROPOSAL INTRODUCTION

INTRODUCTION, BACKGROUND, AND RFP PROCESS

Introduction

This Request for Proposal (RFP) is for qualified Proponents (“Proponent” or “Proponents”) for the Fairington Road Sidewalk Design Services. A detailed Scope of Services (“SOS”) is set forth in this RFP

Scope of Work

City of Stonecrest solicits proposals from qualified and experienced engineering firms to provide civil engineering design for a sidewalk along Fairington Road. The City of Stonecrest is proposing to construct a sidewalk along a section of Fairington Road (South side) within the existing GDOT rights-of-way. The maps below show the new sidewalk will begin at the existing sidewalk at 5665 Fairington Road and end at 2861 Fairington Drive at the MARTA Bus Stop passing Tuburon Drive. A Concrete Pad for future Bus Stop Shelter at the Bus Stop also included in the design.

Scope of work will include field survey, engineering design, utility coordination and obtaining GDOT encroachment permit. Also included in the scope of work is preparing scope of work for Construction bid document, bid schedule, responding to questions from potential bidders on construction documents, responding to RFI during construction. The City will be providing construction inspection and construction management services.

Fairington Road has varying GDOT rights-of-way.

Sidewalk Specifications:

Sidewalk Length: 2,150 LF

Sidewalk Width: 5 feet - Wheelchair Accessible with ADA Ramps

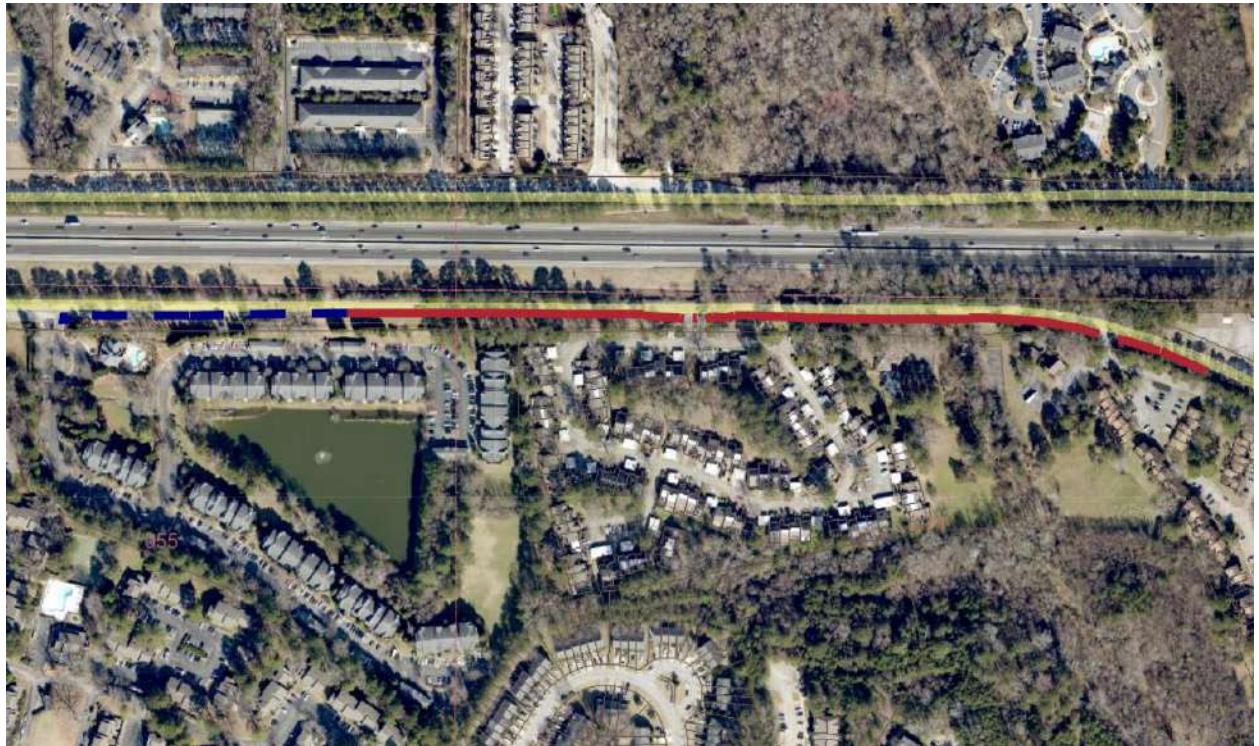
Starts: existing sidewalk at 5665 Fairington Road

Ends: 2861 Fairington Drive at the MARTA Bus Stop passing Tuburon Drive.

Deliverables:

- a. Construction plans for bid.
- b. Scope of work for bid document.
- c. Engineering Cost estimate.
- d. GDOT Encroachment Permit.
- e. Utility coordination before and during construction.

REQUEST FOR PROPOSAL INTRODUCTION



REQUEST FOR PROPOSAL INTRODUCTION

Item XIII. b.

Z



Sidewalk Begins



Sidewalk Ends

End of Request for Proposal Introduction.

REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of your RFP and the number of pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company information, including the name of the company (include any dba names); headquarters and parent company locations, and a brief history of the company.
- ii. **Company's mailing address, contact person, telephone number for the primary contact person, and email address.**
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Stonecrest, Georgia, and the office from which projects will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide the City of Stonecrest with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation and proposed commitment to the City of Stonecrest projects.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

- 3.1.1 Project Personnel (25 Points)** - Proponent shall provide resumes on all personnel to be assigned to this project. Personnel should have experience with similar projects and have the requisite background necessary to complete the proposed scope of work.

REQUEST FOR PROPOSAL

3.1.2 Project Experience and References (25 Points) - Proponent shall have experience completing similar projects which should be demonstrated by providing describing three (3) projects that best match the scope and desired outcomes for this project.

- Reference: Include a list of references for these projects. Naming of a reference is considered permission to contact the reference. The City may contact outside individuals, whether offered as references or not. The City retains the right to use such information in its decision.
- Provide, as references, the names of at least three (3) local clients you have served in the last five (5) years. Please include the following:
 1. Client's/Owner's Company Name
 2. Address
 3. Contact Person Information
 4. Phone and Email Addresses
 5. Project(s) completed with listed Client/Owner

3.1.3 Project Understanding & Approach (30 Points) - Proponent shall include a narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided. A proposed **timeline** for preparation and implementation of the procurement card audit and its components.

- 4. Cost Proposal (20 Points)** – In this section the Proponent shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the City requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

Scoring Criteria

FACTOR	POINTS
Project Personnel	25
Project Experience	25
Project Understanding & Approach	30
Cost Proposal	20
Highest Possible Score	100

5. Other Considerations

5.1.1 All materials submitted in response to this RFP become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.

5.1.2 After the initial review of proposals, the City may invite representatives of firms

REQUEST FOR PROPOSAL

responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.

- 5.1.3** Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
- 5.1.4** The Proponent must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
- 5.1.5** The Proponent will be required to indemnify, defend, and hold the City, its officers and employees harmless from and against all losses, claims, suits, or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.
- 5.1.6** During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

6. TIMELINE FOR RFP

RFQ Number: 23-120 Fairington Road Sidewalk Design Services
Pre-bid Conference: Thursday, September 14, 2023, at 11:00 a.m. EST.
Questions Due: Thursday, September 21, 2023, 4:00 p.m. EST
Proposal Due Date: Thursday, October 5, 2023, at 4:00 p.m. EST.

Proposals shall only be accepted online through the Bidnet Portal:
<https://www.bidnetdirect.com/georgia/cityofstonecrest>

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. Exhibit A-E must be attached and must be signed by a person authorized to legally bind the company.

7. Award of Contract

The Purchasing Department will open the Proposals and prepare a register of those Proponents submitting proposals. All proposals shall remain firm for ninety (90) calendar days after the Proposal opening.

REQUEST FOR PROPOSAL

Before awarding the RFP, the City may request additional information from Proponents. The City reserves the right to reject any and all proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The RFP contract will not necessarily be awarded to the Proponent submitting the Proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Proponent submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

8. Proposal Rejections

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Proposals will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest.
- Is delinquent in the payment of a loan(s) with the City.
- Has had property acquired through foreclosure or a judgment within the past ten (10) years.
- Has outstanding judgments or debts owed to the City.
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

9. Disclaimer/Reservation of Rights

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the Proponents submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all proposals when required to do so by applicable law.

10. Due Diligence

The Proponent shall be responsible for conducting due diligence in responding to this RFP.

REQUEST FOR PROPOSAL

If, after the RFP is issued but prior to the receipt of Proposals, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

End of Request for Proposal.

APPENDIX

Forms



EXHIBIT A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Stantec Consulting Services Inc
Address: 229 Peachtree St. NE, Suite 1900, Atlanta, GA 30303-1629

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

48737
E Verify™ Company Identification Number

06/19/2007
Date of Authorization

Alphonse Hooper
BY: Authorized Officer or Agent
(Name of Person or Entity)

10/04/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

4th DAY OF Oct., 2023

Kimberly Lehner
Notary Public



My Commission Expires: 10/02/2026

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

APPENDIX

Forms

EXHIBIT A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

113742
Federal Work Authorization User Identification Number

April 4, 2008
Date of Authorization

KCI Technologies, Inc.
Name of Subcontractor 
Erick Fry, PE, Vice President

Fairington Park Parking Lot Design Services
Name of Project

City of Stonecrest
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

25 DAY OF July, 2023


Notary Public



My Commission Expires: January 1, 2024



APPENDIX

Forms

EXHIBIT B DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with City of Stonecrest (Service Provider), Stantec Consulting Services Inc. (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Stantec Consulting Services Inc.

Company Name *Stephen Hopper* 10/04/2023

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Associate

Title of Authorized Officer or Agent of Service Provider

Stephen Hopper, PLA, ASLA

Printed Name of Authorized Officer or Agent

APPENDIX

Forms

EXHIBIT C PURCHASING POLICY ADDENDUM

I, Stephen Hopper, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

 10/04/2023

BY: Authorized Officer or Agent Date

(Service Provider Signature)

Associate

Title of Authorized Officer or Agent of Service Provider

Stephen Hopper, PLA, ASLA 10/04/2023

Printed Name of Authorized Officer or Agent Date



APPENDIX

Forms

EXHIBIT D

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

Stephen Hopper, PLA, ASLA

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: *Stephen Hopper*

Date: 10/04/2023

Printed Name: Stephen Hopper, PLA, ASLA

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 4th day of October, 2023

Notary Public: *Kimberly Lehner*

My Commission Expires: 10/02/2026



* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

APPENDIX

Forms

EXHIBIT E

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 4th day of October, 2023

Stantec Consulting Services Inc.
(Name of Organization)

Associate
(Title of Person Signing)

Allyssa Hopper
(Signature)

RFP 23-120 Fairington Road Sidewalk Design Services
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Bartow)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 4th day of October, 2023 .

Kimberly Lehner
Notary Public Signature



My Commission Expires: 10/02/2026





City of Stonecrest
RFP 23-109

**Submission of Proposal for -
Fairington Road Sidewalk Design Services
RFP 23-120**

Prepared for: **City of Stonecrest**
Prepared by: Stantec Consulting Services Inc.
October 5, 2023



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Burnt Hickory Sidewalk, Marietta, Ga

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01 COVER LETTER



Stantec Consulting Services Inc.
229 Peachtree Street NE, Suite 1900
Atlanta, GA 30303-1629

October 5, 2023

Attention: Susan Angelo, Purchasing Coordinator
City of Stonecrest, Georgia
3120 Stonecrest Blvd.
Suite 190
Stonecrest, Georgia 30038

Greetings Ms. Angelo,

Reference: RFP 23-120 – Fairington Road Sidewalk Design Services

We are excited about the opportunity to present this proposal to the City of Stonecrest for civil engineering design of a sidewalk along Fairington Road. Our engaged team of engineers and technical professions have extensive experience, expertise, and availability to complete this project within budget and schedule.

Stantec's team has completed several similar sidewalk projects for other Georgia communities, and we believe our experience and approach will benefit the City of Stonecrest. We will provide consistent communication throughout the project and reliable deliverables. Our partnership with the City of Stonecrest will ensure efficient implementation and success of the project for the City.

Stantec is an international company with offices around the United States. Our Atlanta office has close to 100 skilled professionals. While many of our team come from all over the Metro Atlanta area, our main office is located downtown Atlanta at 229 Peachtree Road NE, International Tower, Suite 1900, Atlanta, GA 30303. We also have satellite offices in Alpharetta.

I will serve as the main contact for this project as an authorized officer of the company to execute any agreements, and I look forward to partnering with the City of Stonecrest on this project.

Best regards,

STANTEC CONSULTING SERVICES INC.

Stephen Hopper, PLA, ASLA
Associate
Phone: 770.315.8155
Stephen.hopper@stantec.com



01 PROPOSAL LETTER

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stonecrest Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stonecrest.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stonecrest reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of ninety (90) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proponent to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proponent. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 10/04/2023

Print/Type Name Stephen Hopper, PLA, ASLA

Print/Type Company Name Here Stantec Consulting Services Inc.

Email Address of Contact Person: stephen.hopper@stantec.com



02 EXECUTIVE SUMMARY

Company Name Stantec Consulting Services, Inc.

Company Headquarters' Address

Stantec Consulting Services, Inc.
400-10220 103 Avenue NW 4
Edmonton, Alberta, Canada, T5J 0K4

Contact Information

Stephen Hopper, RLA, Associate
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia, 30303-1629
p: 770.315.8155
stephen.hopper@stantec.com



Atlanta Office Lobby

Company Website

www.stantec.com

<https://www.stantec.com/en/offices/united-states-locations/georgia-offices-filtered/atlanta-georgia-office>

Georgia Addresses

Stantec Consulting Services, Inc.
229 Peachtree Street NE, Suite 1900
Atlanta, Georgia, 30303-1629

Stantec Consulting Services, Inc.
3157 Royal Drive, #250
Alpharetta, Georgia, 30022

Staff

17 Administrative | 1 Biologist | 1 Chemical Engineer | 19 Civil Engineers | 2 Computer Programmers | 2 Construction Inspectors | 1 Construction Manager | 2 Geologists | 2 Landscape Architects | 4 Planners | 6 Project Managers | 2 Structural Engineers | 2 Technician/Analyst | 4 Transportation Engineers

Form of Ownership

100% owned by Mustang Acquisitions Holdings, Inc.

State of Incorporation

New York

Number of Years in Business 64

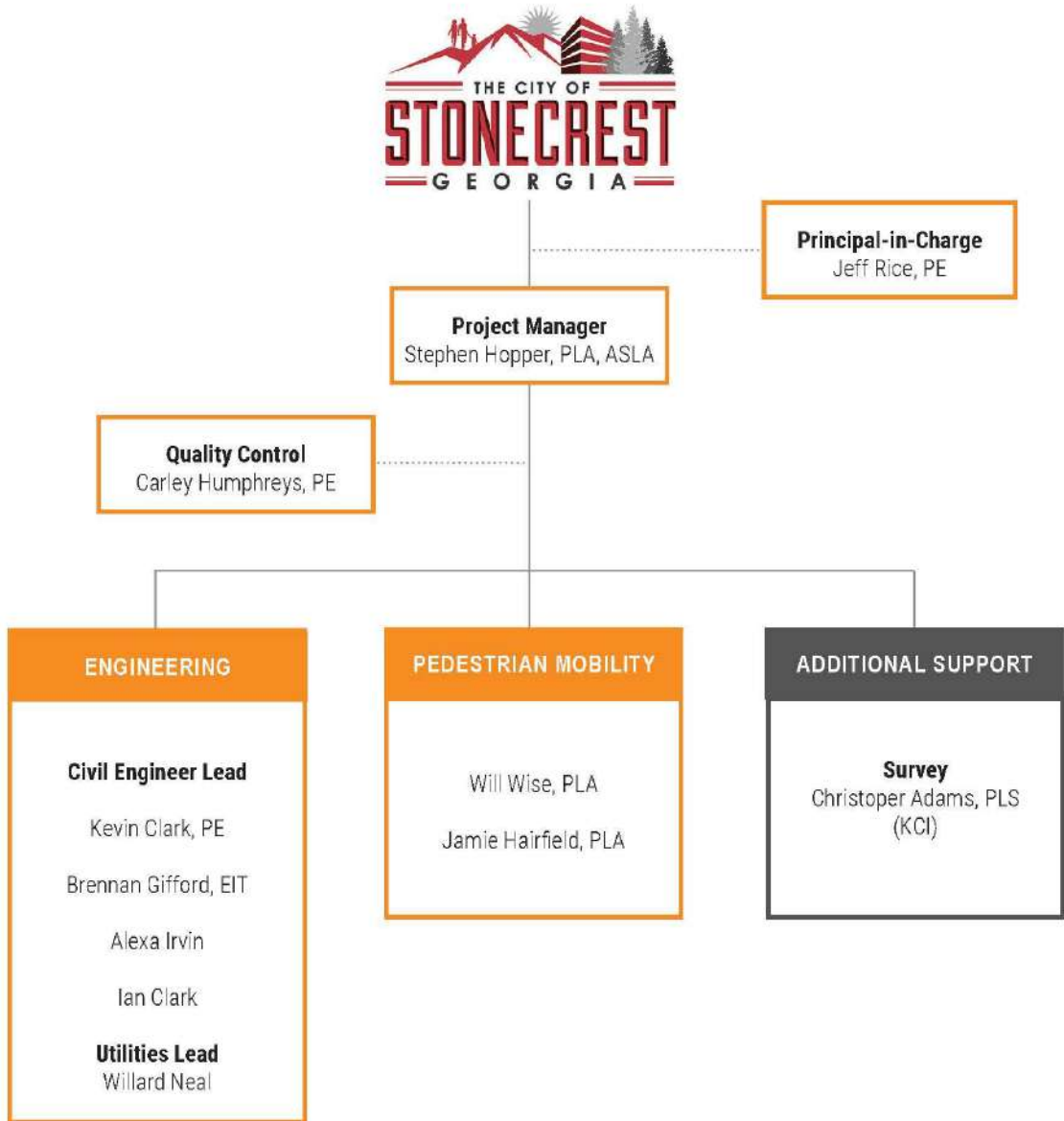
Business Structure Corporation



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Organizational Chart



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



STEPHEN HOPPER

Project Manager

PLA, SITES AP, LEED AP, BD+C



Stephen will lead the management and client interaction for the park improvements. His expertise spans many facets of design including bicycle and pedestrian paths, community planning, recreation master planning/development and park design. Stephen has a passion for creating, improving, and enhancing spaces that benefit a community or group of users. He has experience working on project types ranging from commercial, institutional and federal projects. Stephen also has a strong understanding of how early planning relates directly to final construction efforts

EDUCATION

Bachelor of Landscape Architecture,
University of Georgia, Athens, Georgia

REGISTRATIONS

American Society of Landscape
Architects, State of Georgia

Professional Landscape Architecture
#1651, State of Georgia

KEY RELATED EXPERIENCE:

Sidewalks Program *Marietta, Ga*

Project Manager for the city's sidewalk additional and infill program. Design and construction of multiple sidewalk projects around the city.

Complete Streets US 278 *Avondale Estates, GA*

Design Lead for expansion and transformation of Botanical Garden event spaces, landscape, and parking lots. The first phase of the design has been constructed.

Fishing Creek Trail *Milledgeville, Ga*

Project Manager for most recent addition to trail network associated with Oconee River Greenway.

Abernathy Linear Greenway *Sandy Springs, Georgia*

Design of linear trail, park and art gateway. This park engages the direct surrounding medical community and serves as a healing park with artistic and thematic elements.

Fairburn Road Sidewalk *Atlanta, Ga*

Roswell Street Streetscape *Marietta, Ga*

Walter Reed ADA Pedestrian Master Plan *Bethesda, Md*

Waleska Street Streetscape *Canton, Ga*

Salem Park Expansion *Stonecrest, Ga*

Trail of Tears Trail Expansion *Cleveland, Tn*

Firefly Trail Expansion Concept *Athens, Ga*



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



KEVIN CLARK PE, PMP
LEAD CIVIL ENGINEER



Mark's civil engineering experience includes municipal engineering, private site development, stormwater management, water distribution, and sanitary collection design. He has also worked on roadway design and construction administration. Throughout his career, His responsibilities include project coordination, design reviews and approvals, contract preparation, administration, planning, and scheduling.

EDUCATION

BS Civil Engineering Technology,
Southern Poly

REGISTRATIONS

Professional Engineer State of Georgia
GA Soil and Water Level II cert

EXPERIENCE

- University of North Georgia Pedestrian Improvements** *Cumming, Ga*
- Complete Streets US 278** *Avondale Estates, GA*
- Fishing Creek Trail** *Milledgeville, Ga*
- Fairburn Road Sidewalk** *Atlanta, Ga*
- Tennessee Street Ped Improvements** *Cartersville, Ga*
- Roswell Street Streetscape** *Marietta, Ga*
- Salem Park Expansion** *Stonecrest, Ga*
- Firefly Trail Expansion Concept** *Athens, Ga*
- John West Road MS4** *Douglas County, Ga*
- Spaulding Drive MS4**, *Sandy Springs, GA*
- Morgan Falls Ped Improvements** *Sandy Springs, GA*
- Botany Way Sidewalk Improvements** *Dalton, GA*
- Halcyon Site Development and Pedestrian Place-Making** *Cumming, GA*



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



BRENNAN GIFFORD EIT

Civil Engineering



Brennan has extensive experience in a multitude of civil engineering and construction projects. His area of expertise varies from construction plan review and quality control to full civil design. He is fully competent in utility and drainage design, as well as qualified to perform hydrologic analyses. Brennan has led the design of a variety of intensive projects including several roadway, parking infrastructure and sidewalk projects. In his efforts to lead

EDUCATION

BS Civil Engineering Technology,
Southern Polytechnic

REGISTRATIONS

Engineer-In-Training (EIT)

EXPERIENCE

- Complete Streets US 278** *Avondale Estates, GA*
- Holly Springs Town Center** *Holly Springs, Ga*
- Roadway Sidewalk Improvements** *Flowery Branch, Ga*
- Trailhead Expansion** *Cumming, Ga*
- Fishing Creek Trail** *Milledgeville, Ga*
- Stratford Hills** *Ball Ground, Ga*
- Fairburn Road Sidewalk** *Atlanta, Ga*
- Salem Park Expansion** *Stonecrest, Ga*
- Firefly Trail Expansion Concept** *Athens, Ga*



03 EVALUATION AND SELECTION CRITERIA

3.1.1 Project Personnel

Key Resumes



JEFF RICE PE, ENV SP, SENIOR PRINCIPAL
Principal-In-Charge



Jeff has over 21 years of design experience and currently serves as the Sector Leader for Community Development in the Southeast. As a civil engineer with extensive design and construction experience, Jeff provides client and staff insight into site selection and planning. Jeff has worked with private sector and municipal clients on a range of planning services. Jeff actively engages with clients and staff to deliver projects with a focus on the client's needs and vision for a particular project. His experience includes managing conceptual design charrettes, site planning, public engagement forums, multi-use master planning, preliminary site layout and designs, site investigations, project due diligence research and reports, and completing the process with rezoning application packages and the entitlement process.

EDUCATION

Bachelor of Science, North Carolina State University, Civil Engineering, Raleigh, North Carolina

REGISTRATIONS

Professional Engineer #30490
2005, State of Georgia

Georgia Soil and Water Conservation Commission
Certified Design Professional #29447
2006

EXPERIENCE

Southbend Skate Park - LaGrange, Georgia
QA/QC. The City of LaGrange wanted to define the south end of its downtown with a project that creates energy and life and gives the community a space residents can be proud of. The skate plaza is the centerpiece of Southbend Park and helps showcase the vibrant, diverse, and inclusive goals the city sought to achieve. Jeff oversaw all aspects of design and construction for this transformative project.

Howard Coffin Park Master Plan
Brunswick, Georgia - Stantec helped the City develop a conceptual master plan focused on upgrading the existing facilities and adding new ones, including basketball courts, additional tennis courts, multi-purpose fields and supporting facilities. The conceptual plans will be used to generate funding for the design and construction efforts. The master plan resulted in a 16-step process that will be accomplished over three phases.

Granger Park Master Plan
Milledgeville, Georgia - Granger Park is an active recreation facility and prominent greenspace located just north of downtown LaGrange, Georgia. The project included an interactive community participation process where programming and prioritization were defined. The goal is to connect the parcels through an expansion of an existing trail network while providing needed elements that include a dog park, new playgrounds and greenspace, stormwater amenities, rehabilitation of athletic fields and basketball courts, and locations for future parking.

Harbins Park - Dacula, Georgia
Civil Engineer for the construction of this 1,960-acre conservation park. The goal of the park is to preserve the environment and natural resources of the woodlands, the Alcovy River and Cedar Creek, as well as the potential historical and archaeological resources within the site. The park provides access for a broad range of passive and active features while preserving the natural environment.



03 EVALUATION AND SELECTION CRITERIA

3.1.2 Project Experience and References



Sawyer Road Sidewalk, Marietta, Ga

Sidewalk Program Multiple Sidewalks Marietta, Georgia

Completion Date: 2021
Client Reference: Marc Simmons
Director of Transportation
Office: 770.792.3958
Email: msimmons@mariettaga.gov

The City of Marietta engaged Stantec to provide concept through final design documentation for multiple sidewalk additions and enhancements throughout the City. Some of the designed and constructed sidewalks include Sawyer Road, Bouldercrest, and Burnt Hickory sidewalk implementation. The initial cost estimates and conceptual development was in line with the direct needs of wards within the city as part of a safer pedestrian network. Accessibility and safety were key connections for these projects that provide key connection to vital services such as grocery, school, senior, and recreational opportunities.

As the projects were identified within Stantec's cost estimate framework, key elements and challenges were identified for each project. Existing steep grade, access, utilities, and vehicular conflicts were all key elements that create constraints to the pedestrian network. These challenges were mitigated and considered when designing these projects that are now built and functioning.

As part of this program, traffic and speed analysis of key corridors were provided to assist the city in making future decisions with adjacent corridors.



03 EVALUATION AND SELECTION CRITERIA

3.1.2 Project Experience and References



Fishing Creek Trail / Oconee River Greenway

Milledgeville, Georgia

Completion Date:

Most recent project Spring 2023

Client Reference:

Marion Nelson, Director

Email: mrmnelson1@gmail.com

Stantec assisted the City of Milledgeville, Oconee River Greenway Authority, and Georgia College and State University with designing a pedestrian and bicycle network that connects the river with the local community. Access is provided for mobility alternatives for connectivity between the river, the college, the downtown, and the local community. The trail is a 10' wide concrete trail traversing a scenic movement along the river banks and downtown connectors. ADA needs are of the highest priority. A pedestrian bridge connects the trail in an environmentally friendly way to encourage use while protecting the serene natural beauty of the surrounding area.

The Greenway consists of a number of projects and spurs that Stantec designed and assisted the multiple parties to vision and complete. The trail ensures ADA access and opportunities for various modal movements throughout the City for residents, college students, and visitors. Stantec is currently working with Oconee River Greenway Authority and Georgia College to expand of the newest additions of the trail system.



03 EVALUATION AND SELECTION CRITERIA



SR 278 Complete Streets

Avondale Estates, Ga

Completion Date: Going to Construction Nov 2023
 Client Reference: Shannon Powell
 Asst. City Manager
 Office: 404.294.5400
 Email: spowell@avondaleestates.org

As the City of Avondale Estates grows in popularity, so too does its traffic volume. About 20,000 vehicles per day travel on SR10/US 278, creating safety concerns for pedestrians, cyclists, and motorists, particularly in the downtown area. The city is working with the Stantec team to implement a road diet on a 0.75-mile portion of the road through downtown that will improve safety and enhance the aesthetic experience for business owners, residents, and visitors. Considered the city's "Main Street," SR 10/US 278 runs through the heart of the community. Using a Complete Streets approach for the improvements, our design will incorporate the context, historic nature, and unique qualities of the city to recreate and preserve a "main street" feel through the historic downtown.

The project is going to implement a robust pedestrian on the north side of US 278 that provides accessibility for multi-modal transportation. The new path will serve as a spine that connects the downtown with residential and commercial use. The impacts to the vehicular traffic will mitigate pedestrian conflicts and direct cut-through traffic to alternative routes. The project will enhance a linear downtown with direct routes and opportunities for the residents on the south side of the City to engage the downtown on the North side.

The project is delivered through the entire GDOT PDP process and will be going to bid and construction in late 2023.



03 EVALUATION AND SELECTION CRITERIA

3.1.2 Project Experience and References

Name of Company: Oconee River Greenway Authority / City of Milledgeville

Address: 400 E Greene St, Milledgeville, Ga 31061 (ORGA)
119 E Hancock St, Milledgeville, Ga 31061 (City)

Phone Number: 478.454.8453 (Marion)/478.414.4008 (Hank)

E-mail Address: mrnelson1@gmail.com / hgriffeth@milledgevillega.us

Contact Name: Marion Nelson, Director ORGA/ Hank Griffeth, City Manager

Project: Fishing Creek Trail

Name of Company: City of Avondale Estates

Address: 21 N Avondale Plaza,
Avondale Estates, Ga 30020

Phone Number: 404.294.5400

E-mail Address: spowell@avondaleestates.org

Contact: Shannon Powell, Asst. City Manager

Project: Avondale Estates Streetscape and Road Diet

Name of Company: City of Marietta

Address: 268 Lawrence Street
Marietta Ga 30060

Phone Number: 770.792.3958

E-mail Address: msimmons@mariettaga.gov

Contact: Marc Simmons

Project: Multiple City of Marietta Sidewalk Projects

Bouldercrest Sidewalk, Marietta, Ga



City of Stonecrest, Georgia – Fairington Road Sidewalk Design Services RFP#23-120

03 EVALUATION AND SELECTION CRITERIA

3.1.3 Project Understanding and Approach

PROJECT APPROACH

Our engineers, planners, and landscape architects will collaborate to achieve the client's overall goal. For this project we understand **THE GOAL** to provide the City of Stonecrest with a new accessible pedestrian corridor that incorporated program elements to provide meaningful impact to the community.

Task 1: Existing Conditions and Analysis
Data Collection/Documentation of Existing Conditions
Stantec will utilize sub-consultant, KCI, for survey services. We have successfully worked with KCI in the past and are confident in their high-quality surveys. KCI will provide topographic along the proposed corridor

Project Kickoff Our first step will be to coordinate a meeting with the City of Stonecrest, and any desired key stakeholders of the corridor. We will review project goals to ensure everyone understands the opportunities and challenges associated with the project. This meeting we will drive our finalized work plan for the Project Management Team (PMT).

Ground-truthing and Analysis Utilizing field observation and field survey, our team will create and evaluate the dynamic conditions of the corridor. Our team will analyze the existing topography to specifically identify the grade challenges and opportunities as well as identify and quantify the extent of any erosion concerns.

For relatable design services of pedestrian functions we will walk and drive around the corridor to understand the conditions from the vantage point of individual users. This helps our team understand conditions in real time, letting us be immersed in the activities of the community.

Task 2: Design Development
Upon completion of Task 1, we will begin to develop design alternatives to provide sidewalk enhancement while considering connectivity and accessibility throughout the corridor. We propose to develop these plans in an interactive format that rigorously tests solutions against engineering principles and engaging design.

Downtown Fairburn Complete Streets and Sidewalks, Fairburn, Ga



City of Stonecrest, Georgia – Fairington Road Sidewalk Design Services RFP#23-120

03 EVALUATION AND SELECTION CRITERIA

3.1.3 Project Understanding and Approach

Our team will identify alternatives for some of the key enhancement locations in conjunction with the goals of Stonecrest. Our team has the experience with similar projects to plan and conceptualize enhancements to ensure constructibility.

Concept Design Refinement PMT session after initial alternatives development will lead to the development of a primary alternative focusing on:

- The feasibility of constructing the preferred alternative (and subsequent concepts)
- Preferred alignments and cross-sections
- Alternative (or secondary) alignments with cross-sections
- Specific alignments for connections to the sidewalk addition

Prior to creation of construction documents, Stantec will provide the City of Stonecrest a Preliminary Cost Estimate for planning and development purposes.

Task 3: Construction Documents

Prepare Project Deliverables We will prepare revisions based on feedback from the PMT feedback once the final vision of the plans have been cast, and the plan has been edited and reviewed (both internally and by the PMT), we will develop final deliverables.

These include:

- Proposed sidewalk enhancements
- Amenities including benches or bus shelter
- Erosion and Sedimentation Control Plans
- Landscape Plans
- Grading plans

We believe that we bring the City of Stonecrest a team ready to engage immediately in meeting the needs and goals set forth by the project scope. We have already identified opportunities and constraints we are excited to consider.

Along with development of all final construction plans, a final cost estimate will be provided to inform the Bidding and Construction periods.

Prior to Bidding, Stantec will provide Stonecrest with construction scope, bidding quantities, and bid document assistance for advertisement of construction bids.

Task 4: Bidding and Construction Administration

Stantec has proven experience working with contractors and understands the full construction process. This understanding is important, because we believe that construction considerations will need to run concurrently with all design decisions and considerations. We strive to deliver design services that provide a solution within construction budget as well as within the city's anticipated schedule.

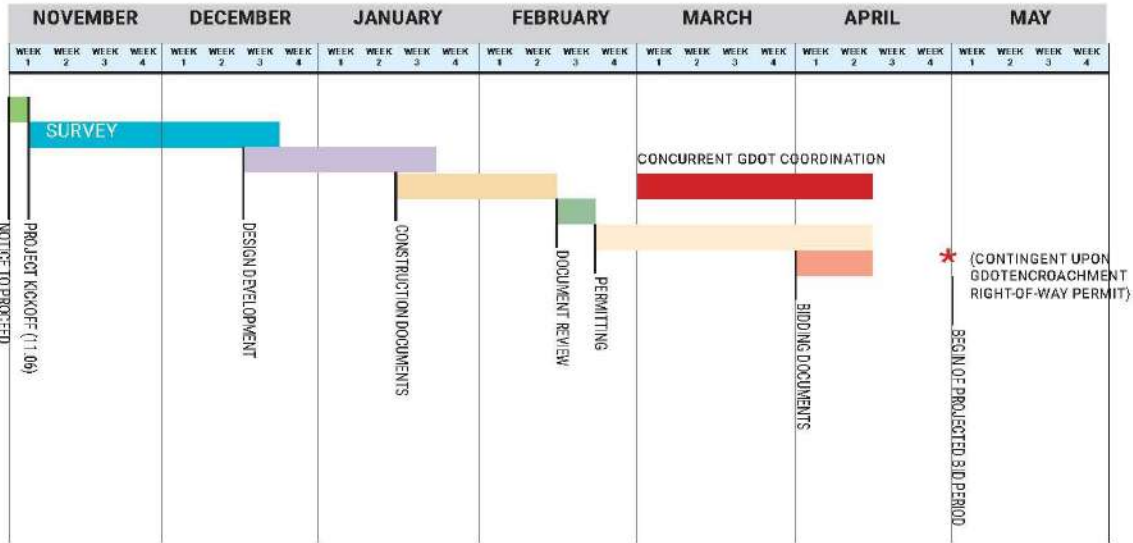
Stantec will provide bidding assistance by answering contractor's RFI's, keeping a bidder's list, attending the pre-bid meeting, and assisting in review of bid responses.

Based upon an anticipated 3-5 month construction schedule, we would like to include a pre-construction kick-off meeting, monthly construction meetings, and a final acceptance walk-through. Stantec would also serve to respond to contractor RFI's and materials approvals. Stantec will provide the 7-Day Inspection Letter for erosion control measures.



03 EVALUATION AND SELECTION CRITERIA

3.1.3 TIMELINE



*Schedule based upon receipt of survey and permitting schedules within required organizations. The Stantec team will make every effort to maximize and efficiently reduce the design schedule as possible.



EXHIBIT C

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
---------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stantec Consulting Services, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 13980 Collections Center Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, IL 60693	
	7 List account number(s) here (optional) Stantec prefers payment via ACH, please inquire for instructions	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number [][] - [][] - [][][][]
OR Employer identification number [][] - [][][][] - [][][][]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Kimberly Lehner</i>	Date ▶ 7/25/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

04 COST PROPOSAL

Scope, Fee, Hourly Rates

COST PROPOSAL

The following cost proposal services are presented in as lump sum unless otherwise stated.

Survey	\$ 28,000
Design Development	\$ 25,500
Construction Documents	\$ 18,500
Permitting	\$ 16,000
Bidding Assistance	\$ 3,000
Construction Administration	\$ 7,500
Reimbursement Fees, Mileage and printing as needed (Not to exceed amount)	\$ 2,000
<hr/>	
TOTAL COST PROPOSAL	\$ 101,500

Permitting services to include permitting through City of Stonecrest, Georgia Soils and Water (GSWCC) and attaining a GDOT R/W encroachment permit.

Bid Assistance to include scope of work for construction bid document, bid schedule and responding to questions from potential bidders.

Construction Administration services include answering RFI as needed during the construction period.

Irrigation, Lighting, Geotechnical/Structural, and Environmental Services are not included in the services described in this scope and fee.

Hourly Rates

Project Manager	\$172
Quality Assurance	\$220
Sr. Engineer	\$220
EIT	\$172
Landscape Architect	\$161
CAD Technician	\$131
Administrative	\$161



Notice

Basic Information

Estimated Contract Value (USD) \$0.00 (Not shown to suppliers)
Reference Number 0000329149
Issuing Organization City of Stonecrest
Owner Organization City of Stonecrest
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 23-120
Title Fairington Road Sidewalk Design Services
Source ID PU.AG.USA.2037544.C15053251
Piggyback Solicitation No

Details

Location DeKalb County, Georgia
Description This Request for Proposal (RFP) is for qualified Proponents ("Proponent" or "Proponents") for the Fairington Road Sidewalk Design Services. A detailed Scope of Services ("SOS") is set forth in this RFP.

Dates

Publication 08/31/2023 10:07 AM EDT
Question Acceptance Deadline 09/21/2023 04:00 PM EDT
Questions are submitted online Yes
Bid Intent Optional
Bid Intent Deadline 09/21/2023 02:00 PM EDT
Notify Solicitation Owner Yes (Not shown to suppliers in the abstract)
Closing Date 10/05/2023 04:00 PM EDT

Prebid Conference 09/14/2023 11:00 AM EDT

Contact Information

Susan Angelo
 7702240200
 sangelo@stonecrestga.gov

Bid Result Publication Revision

Publication Type Bid Results

R.K. Shah & Associates, Inc.

Organization Name R.K. Shah & Associates, Inc.
Bid Amount \$98,443.31
Bid Rank 2
Final Score 84.67 (84.67%)
Address
 970 Peachtree Industrial Blvd, Ste 200
 Suwanee Georgia
 30024 United States

Stantec

Organization Name Stantec
Bid Amount \$101,500.00
Bid Rank 1
Final Score 89.07 (89.07%)
Address
 229 Peachtree Street
 Atlanta Georgia
 30064 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No



CITY COUNCIL AGENDA ITEM

SUBJECT: Southeast Athletic Fence Installation Vendor Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Shakerah Hall, Procurement Manager

PRESENTER: Hari Karikaran, PE, City Engineer

PURPOSE: The City Parks & Recreation Department and Rights-of-way maintenance contractor uses a building to store equipment and park vehicles at Southeast Athletic complex along the eastside property line. Several break-ins have happened during the past two years. The administration would like to secure the area by installing fencing. Additional security measures will follow fence installation.

FACTS: The City of Stonecrest Procurement Division solicited bids from qualified and experienced Contractors to provide and install Fencing at Southeast Athletic complex. Three bids were received on November 1, 2023. Purchasing staff evaluated bids and recommends awarding a Contract to Hasbun Construction, LLC dba Total Renovation Solutions for the amount of \$41,160.00. The funding for this Contract comes from the 2023 ARPA fund allocation.

OPTIONS: Approve, Deny, Defer N/A

RECOMMENDED ACTION: Approve N/A



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Draft Recommendation Presentation
- (2) Attachment 2 - Bid Tab
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**Fencing Installation for the Southeast Athletic Complex
 Invitation to Bid 23-123**

This **CONTRACT** made and entered into this _____ day of _____, 2023 by and between the City of Stonecrest, (Party of the First Part, hereinafter called the “City”), **Hasbun Construction, LLC dba Total Renovation Solutions**. Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

This Contract shall commence on the date all parties have executed the Contract (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on December 31, 2023 (“Initial Term”). This Contract may renew upon the same terms and conditions at the end of the Initial Term for one (1) twelve-month period (“Renewal Option”) unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Contract is otherwise terminated pursuant to the terms herein. The Contract shall terminate absolutely without further obligation on the part of the City at the end of each calendar year as required by O.C.G.A. §36-60-13.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-123 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Bond Documents: Bid, Payment, Maintenance. N/A
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Documents: References and Subcontractor Form.
- Exhibit K: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

Stonecrest, GEORGIA

By: _____
Jazzmin Cobble
Mayor City of Stonecrest, Georgia

ATTEST: _____
Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

SERVICE PROVIDER: Hasbun Construction, LLC dba Total Renovation Solutions

Signature _____ Date _____

Print Name _____

Print Title _____

ATTEST:

Signature Date _____

Print Name _____

Print Title _____

GENERAL CONDITIONS**1. SCOPE OF WORK**

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stonecrest's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days they work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

GENERAL CONDITIONS

- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.
- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
- 4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.
- 4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as

GENERAL CONDITIONS

provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stonecrest regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

GENERAL CONDITIONS

- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any

GENERAL CONDITIONS

amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

- 10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 10.6 The Service Provider shall submit all invoices City of Stonecrest Accounts Payable Department electronically to payables@stonecrestga.gov.
- 10.7 The Service Provider will agree to comply with the City of Stonecrest's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stonecrest for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Stonecrest, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.

GENERAL CONDITIONS

- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of

GENERAL CONDITIONS

the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 13.5 In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

GENERAL CONDITIONS

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner’s Protective Liability – The City’s Management may, in its discretion, require Owner’s Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The

GENERAL CONDITIONS

Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

- 13.7.2 Health Insurance. Not applicable.
- 13.7.3 Garage Liability Insurance. Not applicable.
- 13.7.4 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.5 Crime Coverage. Not applicable.
- 13.7.6 Pollution Liability Insurance. Not applicable.
- 13.7.7 Other Insurance Requirements. All insurance policies required by this Section 13 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

GENERAL CONDITIONS**14. LIABILITY INSURANCE**

- 14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- 14.2 All bonds and liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved by City Management, (b) approved to issue insurance policies in the State of Georgia, and (c) must have no less that a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher, the City Manager may waive the requirement for the insurer to be approved by the State of Georgia. Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia, and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider’s obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider’s work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider’s compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

- 16.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the

GENERAL CONDITIONS

management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arms-length transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the bid.

- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.
- 16.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

- 17.1 In the event that:
- 17.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

GENERAL CONDITIONS

- 17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to

GENERAL CONDITIONS

compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3

Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary

GENERAL CONDITIONS

hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

GENERAL CONDITIONS

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

City Attorney
Denmark Ashby, LLC
100 Hartsfield Center Pkwy #400,
Atlanta, GA 30354

Service Provider

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

GENERAL CONDITIONS

21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS**23. GENERAL PROVISIONS**

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

GENERAL CONDITIONS

of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

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- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and

GENERAL CONDITIONS

information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.

GENERAL CONDITIONS

- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.
- 24. GRATUITIES, REBATES, OR KICKBACKS.**
- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, 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

GENERAL CONDITIONS

including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any 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 for the purchase of goods and services are acceptable and are the property of the City.

24.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* END OF GENERAL CONDITIONS*****

SPECIFICATIONS AND SCOPE OF WORK**I. INTRODUCTION, BACKGROUND, AND ITB PROCESS****Introduction**

The City of Stonecrest, Georgia (the “City”) is seeking competitive bids for ITB 23-123 Fence Installation Services from responsible bidders.

Background

Southeast Athletic Complex (SAC) is located off Covington Highway at 5845 Hillvale Road in the northern part of the City of Stonecrest. SAC is one of the heavily used Athletic facilities within City and currently has five (5) baseball fields, several football fields, a practice field, and multi-purpose fields hosting tournaments, festivals, and events.

Invitation to Bid Process

This solicitation is an Invitation to Bid (ITB). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The bids(s) submitted by the Supplier will be evaluated by an evaluation committee. Suppliers should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Essentially, if a Supplier’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be removed from the competitive process to save time and money for both the Supplier and City of Stonecrest.

II. SCOPE OF WORK**Contract Duration:**

Sixty (60) calendar days.

Project Description and Scope:

The City of Stonecrest is seeking qualified and experienced contractors for fencing installation services at the Southeast Athletic Complex.

Southeast Athletic Complex

The City is seeking quotes from qualified fencing contractors to install security grade chain link fence, gate, wind screen and razor wire around the maintenance shop at the Southeast Athletic Complex. Most of the work will be straight forward new installation, but the City is also installing security equipment, communications and constructing new parking areas during the period of this anticipated installation.

The contractor is responsible for the removal and disposal of any and all materials removed by the contractor, brought by the contractor beyond the project or created during the project. The contractor shall remove and dispose of ALL materials removed, damaged, or destroyed.

A map, measurements and description for the site have been included. Any figures, measurements, linear feet, or gate locations are accurate but not warranted to be exact. No surveys or topographical maps were

utilized. The drawing and measurements can be relied on for information, but the City will not allow a quote that was made solely on the information provided. It is recommended that all bidders schedule to visit these sites in person, and it will be acceptable for the lineal dimensions only to be different +/- 10% from what is shown.

The fence material is expected to be 8 feet high from the ground. Fence, poles, and gate to be coated in black vinyl. All fencing, gates, and parts to be constructed with galvanized steel, and a minimum 6-gauge finish and 9-gauge core, to include top rail and bottom tension wire all the way around. ALL poles must be anchored in concrete.

The 290' lineal feet across the wooded line must also include 3-strand barbed wire, straight up. Barbed wire does not need vinyl coating.

The main gate must meet all requirements above and shall be a non-motorized rolling gate. The gate will be a cantilever style gate a minimum of 20" long. The gap on the drawing allows for the material installation and space requirements to install the connections necessary to have the 20" gate, but there should be no gaps or available access around this gate.

Quote must also include materials and installation of black windscreen with a minimum of 95% reduction in visibility. Windscreen will be placed on the exterior and cover a minimum of 8' from the ground up, this includes coverage on the double swing gate and pedestrian gate. The City does NOT want the contractor to provide windscreen for the front facing fence or gate at this time. The material used on the fence may run in any length per piece as desired by the contractor. Vertical seams must overlap, and screen must be installed taut, free of any sag.

Although the City may assist in permitting by providing contact information and requirements, the contractor is responsible for determining which, if any, permits or applications are required; and applying and obtaining the proper permits that may be required based on City or County Ordinances.

The selected contractor shall be responsible for and must adhere to any local or state building code, safety and/or ADA requirements that need to be met.

Stonecrest Parks & Recreation reserves the right to utilize the Contractor's name, image, and likeness with regard to publicity on the project and disclosure of all work and payments being done. This work is funded with public funds and will be completely transparent to the public and will be promoted.

All gates are to match industry standard, without any adornment, to match fence material, construction, and appearance. The front gate and fencing are intended to cross and meet at the closest curb cut to each other at the point shown on the aerial.

General

Although the City may assist in permitting by providing contact information and requirements, the contractor is responsible for determining which, if any, permits or applications are required; and applying and obtaining the proper permits that may be required based on City or County Ordinances.

The selected contractor shall be responsible for and must adhere to any local or state building code, safety and/or ADA requirements that need to be met.

Stonecrest Parks & Recreation reserves the right to utilize the Contractor's name, image, and likeness with regard to publicity on the project and disclosure of all work and payments being done. This work is funded with public funds and will be completely transparent to the public and will be promoted.

All gates are common gates, without any adornment, to match fence material, construction, and appearance.

Any contractor who has not previously done business with the City and is not listed as a current vendor shall supply a current W-9, E-Verify Affidavit and Certificate of Insurance that complies with the City Purchasing Policy and will be required to submit a *Performance Bond* in an amount equal to the total cost of the quote. As per City Purchasing regulations, a letter of credit may be substituted for a Performance Bond, depending on the institution, and reported credit worthiness.

Time and Liquidated Damages

The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) calendar days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than sixty (60) calendar days from Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

Substantial Completion

For the purposes of this Project, Substantial Completion shall mean that all Pay Items have been installed, completed, and/or constructed per the requirements of these drawings and specifications and the only remaining work to complete the project include minor punch list activities and final site cleanup. Since this is an environmental restoration project, the term “beneficial use,” typically used to identify the state of project completion where the concept of Substantial Completion is applied, is not applicable to this project.

Time is of the Essence

All limitations of time set forth in the Contract Documents are of the essence of this Contract.



City of Stonecrest,

I am writing to express our strong interest in your recent bid opportunity for the construction of a fence, as advertised (ITB 23-123). We believe that Hasbun Construction is the reliable, trustworthy, and experienced partner you are seeking to fulfill your fencing requirements.

At Hasbun Construction, we take great pride in our long-standing commitment to delivering high-quality fencing solutions to our clients. We have successfully completed numerous fence installation projects for various clients in the industry, showcasing our unwavering dedication to excellence. Our reputation is built on the pillars of reliability, trustworthiness, and experience, and we are confident that these qualities make us the ideal choice for your project.

Here's why you can trust Hasbun Construction to deliver on your fencing needs:

Proven Track Record: We have a solid track record of completing projects on time and within budget, while exceeding quality expectations. Our portfolio includes a wide range of fence installations, from residential to commercial and industrial applications.

Skilled Team: Our team of experienced professionals is well-versed in fence construction, from design and material selection to installation and maintenance. We take pride in our workmanship and attention to detail.

Quality Materials: We source and use only the highest quality materials and products, ensuring the longevity and durability of the fences we construct.

Custom Solutions: We understand that every project is unique, and we work closely with our clients to design and deliver customized fence solutions that meet their specific needs and preferences.

Compliance and Safety: Hasbun Construction adheres to all industry standards and safety regulations, guaranteeing a safe and compliant installation process.

Customer Satisfaction: Our focus on client satisfaction has earned us a loyal customer base, and we take feedback seriously to continually improve our services.

We are excited about the opportunity to work with you on this project, and we are confident that our expertise and commitment to excellence will not only meet but exceed your expectations.

We look forward to the possibility of becoming your trusted partner for all your fencing needs. Thank you for considering Hasbun Construction. We eagerly await the chance to demonstrate our capabilities and commitment to your project.

Sincerely,

Juan Hasbun
Project Manager

410 N Main St. Alpharetta, GA 30009
205-903-6460
info@hasbunconstruction.com



EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Hasbun Construction LLC
Address: 410 N Main St. Alpharetta, GA 30009

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

1559732
E Verify™ Company Identification Number

6/25/2020
Date of Authorization

[Signature]
BY: Authorized Officer or Agent
(Name of Person or Entity)

11/1/23
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

1ST DAY OF Nov, 2023

[Signature]
Notary Public



My Commission Expires: 06-23-2026

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Asbhn Construction
1 N Main St
Aretta 3

OWNER:

(Name, legal status and address)

City of Stonecrest
312 Stonecrest Boulevard
Stonecrest 3033

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company

Essner Suite
Coston 2

Mailing Address for Notices

Essner Rd Suite
Coston 2

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: % We Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Installation for the Southeast District

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of November 2023


(Witness)

Asbhn Construction
(Principal)



By 
(Title)

Great Midwest Insurance Company
(Surety) (Seal)



By Edward Mooney
(Title) Attorney in Law

(Witness) Gary Robads

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

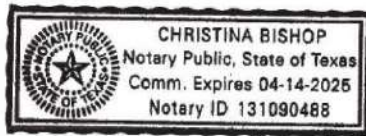


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 1st Day of November, 20 23.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with Hasbun Construction LLC (Service Provider), _____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Hasbun Construction LLC

Company Name

 4/1/23

BY: Authorized Officer or Agent Date

(Service Provider Signature)

President

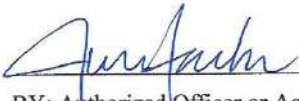
Title of Authorized Officer or Agent of Service Provider

Jose Hasbun

Printed Name of Authorized Officer or Agent

PURCHASING POLICY ADDENDUM

I, Jose Hasbun, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

 11/01/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President
Title of Authorized Officer or Agent of Service Provider

Jose Hasbun
Printed Name of Authorized Officer or Agent Date

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest license/permit and /or contract for

Hasbun Construction LLC

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: *Jose Hasbun*

Date: 11/01/2023

Printed Name: Jose Hasbun

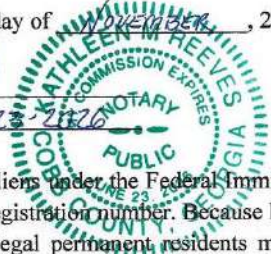
* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 1ST day of November, 2023

Notary Public: *Richard M. Reeves*

My Commission Expires: 06-23-2026



* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this November day of 1, 2023

Hasbun Construction LLC

(Name of Organization)

President

(Title of Person Signing)

[Handwritten Signature]

(Signature)

23-123

(Bid Number)

ACKNOWLEDGEMENT

STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 1st day of NOVEMBER, 2023.

[Handwritten Signature]
Notary Public Signature

My Commission Expires: June 23, 2026



REFERENCES
ITB 23-111
Fence Installation and Repair Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Hall County
Address: 2684 Allen Creek Road, Gainesville GA
Contact: Stephen Wilbanks Phone: 770-668-4208

2. Company Name: INCO USA
Address: 1205 Ott St. KS 30295
Contact: Abel Calix Phone: 913-674-7026

3. Company Name: The JL Legacy Group
Address: 30 Industrial Dr. Zebulon GA 30295
Contact: Jason Leatherman Phone: 678-389-1337

Type text here



Date: 11/1/2023
Estimate: 1112023TRSF

DESCRIPTION	QUANTITY	UNIT PRICE	Total
8' CHAIN LINK FENCE- BLACK VINLY COATED	420 LF	\$48.00	\$20,160.00
8' CHAIN LINK FENCE- BLACK VINLY COATED- 3 strand barbed wire	290 LF	\$50.00	\$14,500.00
20' CANTILEVER GATE	1 EACH	\$6,500.00	\$6,500.00
TOTAL			\$41,160.00

410 N Main St. Alpharetta, GA 30009
205-903-6460
info@hasbunconstruction.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HASBUN CONSTRUCTION, LLC

2 Business name/disregarded entity name, if different from above
TOTAL RENOVATION SOLUTIONS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
410 N. MAIN STREET

6 City, state, and ZIP code
ALPHARETTA, GA 30009

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] - [] [] [] [] [] []

OR
Employer identification number
8 4 - 4 3 9 8 8 6 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *1/6/23*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Notice

Basic Information

Estimated Contract Value (USD) \$0.00 (Not shown to suppliers)
Reference Number 0000331037
Issuing Organization City of Stonecrest
Owner Organization City of Stonecrest
Solicitation Type ITB - Invitation to Bid (Formal)
Solicitation Number 23-123
Title Fencing Installation for the Southeast Athletic Complex
Source ID PU.AG.USA.2037544.C15053251
Piggyback Solicitation No

Details

Location DeKalb County, Georgia
Description The City of Stonecrest, Georgia (the "City") is seeking competitive bids for ITB 23-123 Fence Installation Services from responsible bidders.

Dates

Publication 09/26/2023 10:44 AM EDT
Question Acceptance Deadline 10/18/2023 04:00 PM EDT
Questions are submitted online Yes
Bid Intent Optional
Bid Intent Deadline 10/18/2023 02:00 PM EDT
Notify Solicitation Owner Yes (Not shown to suppliers in the abstract)
Closing Date 11/01/2023 04:00 PM EDT

Prebid Conference 10/11/2023 11:00 AM EDT
Onsite Visit 10/11/2023 01:00 PM EDT

Contact Information

Susan Angelo
 4708827820
 sangelo@stonecrestga.gov

Bid Result Publication Revision

Publication Type Unofficial Results

MARTIN-ROBBINS FENCE COMPANY

Organization Name MARTIN-ROBBINS FENCE COMPANY
Bid Amount \$77,292.00
Address
 2025 WESTSIDE COURT
 SNELLVILLE Georgia
 30078 United States

Quality Lawn Care Cares inc

Organization Name Quality Lawn Care Cares inc
Bid Amount \$49,997.26
Address
 12213 Dickson rd
 Hampton Georgia
 30228 United States

Total Renovation Solutions

Organization Name Total Renovation Solutions
Bid Amount \$41,160.00
Address
 410 N Main ST
 Alpharetta Georgia
 30009 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No



CITY COUNCIL AGENDA ITEM

SUBJECT: Southeast Athletic Complex Restroom Design Contract

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Shakerah Hall, Procurement Manager

PRESENTER: Hari Karikaran, PE, City Engineer

PURPOSE: Southeast Athletic Complex (SAC) is one of the most heavily used athletic facilities within the city and currently has five baseball fields, several football fields, a practice field, and multi-purpose fields hosting tournaments, festivals, and events. Currently, there are two toilets for women and two toilets and two urinals for men located on the first floor of the concession stand two-story building. The number of toilets is inadequate to serve the public during large events. The city plans to construct additional restrooms to accommodate the need during rented festivals, games, and practice sessions.

FACTS: City Staff is requesting to piggyback from Georgia Statewide Contract with Gordian for the Southeast Athletic Complex Restroom Design in the amount of \$49,829.37. Funding for this Contract comes from 2023 SPLOST allocation 300-330-05135-52143.11 (April 24, 2023 Council Action).

OPTIONS: Approve, Deny, Defer N/A

RECOMMENDED ACTION: Approve City Staff respectfully recommends the approval to piggyback from Georgia Statewide Contract to allow Gordian to create the design for the Restrooms at SEAC.



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Restroom Design Proposal from Gordian
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



Work Order Signature Document

EZIQC Contract No.: GA-A10-040820-PLA

New Work Order

Modify an Existing Work Order

Work Order Number: 121228.00

Work Order Date: 09/28/2023

Work Order Title: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services

Owner Name: City of Stonecrest

Contractor Name: Place Services, Inc.

Contact: Shakerah Hall

Contact: George Stefanou

Phone: 770-224-0200

Phone: 770-298-4481

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-A10-040820-PLA.

Brief Work Order Description:

City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$49,829.37

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: George Stefanou
Place Services, Inc.
201 Gateway Drive
Canton, GA 30115
770-298-4481

From: Shakerah Hall
City of Stonecrest
3120 Stonecrest Boulevard
Stonecrest, GA 30038
770-224-0200

Date Printed: September 28, 2023

Work Order Number: 121228.00

Work Order Title: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Ser

Brief Scope: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work (DSOW)

Contractor Date

Owner Date

Contractor's Price Proposal - Summary

Date: September 28, 2023

IQC Master Contract #: GA-A10-040820-PLA
Work Order Number: 121228.00
Owner PO #:
Work Order Title: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services
Contractor: Place Services, Inc.
Proposal Name: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services
Proposal Value: \$49,829.37

Design & Documentation	\$49,184.46
P&P Bonding	\$644.91
Proposal Total	\$49,829.37

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: September 28, 2023
IQC Master Contract #: GA-A10-040820-PLA
Work Order Number: 121228.00
Owner PO #:
Work Order Title: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services
Contractor: Place Services, Inc.
Proposal Name: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services
Proposal Value: \$49,829.37

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
Design & Documentation						
1	01 22 20 00 0045		HR	Senior Surveyor (Party Chief)	\$471.12	
				Quantity	Unit Price	
				8.00	47.40	
				x	x	
				Factor	Total	
				1.2424	471.12	
				=		
				Installation		
				Surveying		
2	01 22 20 00 0046		HR	Surveyor (Instrument person)	\$398.07	
				Quantity	Unit Price	
				8.00	40.05	
				x	x	
				Factor	Total	
				1.2424	398.06	
				=		
				Installation		
				Surveying		
3	01 22 20 00 0047		HR	Surveyor (Rod Person)	\$280.98	
				Quantity	Unit Price	
				8.00	28.27	
				x	x	
				Factor	Total	
				1.2424	280.98	
				=		
				Installation		
				Surveying		
4	01 22 20 00 0052		HR	Project Manager	\$10,016.85	
				Quantity	Unit Price	
				50.00	161.25	
				x	x	
				Factor	Total	
				1.2424	10,016.85	
				=		
				Installation		
				Design Management		
5	01 22 20 00 0055		HR	Senior Architect	\$5,963.52	
				Quantity	Unit Price	
				24.00	200.00	
				x	x	
				Factor	Total	
				1.2424	5,963.52	
				=		
				Installation		
				Architectural Design		
6	01 22 20 00 0056		HR	Architect	\$5,963.52	
				Quantity	Unit Price	
				32.00	150.00	
				x	x	
				Factor	Total	
				1.2424	5,963.52	
				=		
				Installation		
				Architectural Design		
7	01 22 20 00 0058		HR	Senior Engineer	\$5,143.54	
				Quantity	Unit Price	
				24.00	172.50	
				x	x	
				Factor	Total	
				1.2424	5,143.54	
				=		
				Installation		
				MEP Design		
8	01 22 20 00 0058		HR	Senior Engineer	\$1,714.51	
				Quantity	Unit Price	
				8.00	172.50	
				x	x	
				Factor	Total	
				1.2424	1,714.51	
				=		
				Installation		
				Civil Engineering		
9	01 22 20 00 0058		HR	Senior Engineer	\$3,429.02	
				Quantity	Unit Price	
				16.00	172.50	
				x	x	
				Factor	Total	
				1.2424	3,429.02	
				=		
				Installation		
				Structural Design		

Contractor's Price Proposal - Detail Continues..

Item XIII. d.

Work Order Number: 121228.00
Work Order Title: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services

Proposal Name: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services
Proposal Value: \$49,829.37

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Design & Documentation					
10	01 22 20 00 0059		HR	Engineer	\$4,025.38
				Installation	Quantity: 24.00, Unit Price: 135.00, Factor: 1.2424, Total: 4,025.38
				Structural Design	
11	01 22 20 00 0059		HR	Engineer	\$2,683.58
				Installation	Quantity: 16.00, Unit Price: 135.00, Factor: 1.2424, Total: 2,683.58
				Civil Engineering	
12	01 22 20 00 0059		HR	Engineer	\$5,367.17
				Installation	Quantity: 32.00, Unit Price: 135.00, Factor: 1.2424, Total: 5,367.17
				MEP Design	
13	01 22 20 00 0059		HR	Engineer	\$1,341.79
				Installation	Quantity: 8.00, Unit Price: 135.00, Factor: 1.2424, Total: 1,341.79
				Surveying	
14	01 22 20 00 0060		HR	Draft Person	\$2,385.41
				Installation	Quantity: 24.00, Unit Price: 80.00, Factor: 1.2424, Total: 2,385.41
				A & E Design	

Subtotal for Design & Documentation **\$49,184.46**

P&P Bonding

15	01 22 16 00 0002		EA	Reimbursable Fees	\$644.91
				Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	
				Installation	Quantity: 586.28, Unit Price: 1.00, Factor: 1.1000, Total: 644.91
				P&P Bonding at 0.01192	

Subtotal for P&P Bonding **\$644.91**

Proposal Total **\$49,829.37**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - City of Stonecrest

Detailed Scope of Work

Print Date: September 28, 2023
Work Order Number: 121228.00
Work Order Title: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services
Contractor: GA-A10-040820-PLA - Place Services, Inc.
Brief Scope: City of Stonecrest - SE Athletic Complex Baseball Park Concession & Restrooms Design Services

To: George Stefanou
Place Services, Inc.
201 Gateway Drive
Canton, GA 30115
770-298-4481

From: Shakerah Hall
City of Stonecrest
3120 Stonecrest Boulevard
Stonecrest, GA 30038
770-224-0200

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached detailed scope of work (DSOW)

Owner _____ Date _____

Contractor _____ **Date** _____



City of Stonecrest
SE Athletic Complex Baseball Park Concession & Restrooms Building Design Services
Project #121228.00
5845 Hillvale Rd
Lithonia, GA 30058

PROJECT SCOPE (9/28/2023):

As directed by the City of Stonecrest, Place Services Inc (PSI) have developed a Design proposal for a new baseball park restroom and concession building of approx. 2,500 gross sf area to be built at the SE Athletic Complex on 5845 Hillvale Rd, Lithonia GA:

Our design services will be broken down into two parts.

- Part 1 will consist of Preliminary Design.
- Part 2 will consist of Final Design and Documentation.

PART 1. PRELIMINARY DESIGN:

During this phase, we will program the project specifically to meet the City of Stonecrest needs, wants, and expectations of the facility and develop a preliminary design package. The City of Stonecrest will review the Preliminary Design deliverables to provide comments. PSI will revise these deliverables and respond to each comment, so that we gain approval to move forward to Part 2 of the design services. Our design deliverable packages in Part 1 will include the following milestones:

- Preliminary Design (PD – 15% Design Complete)

PART 2. DESIGN & DOCUMENTATION:

Once the Preliminary Design deliverables have been approved, we will move from Part 1 to Part 2, which will begin the design development and construction documents. At each milestone, we will address and respond to all of the City of Stonecrest comments about the drawings and specifications. The goal will be to refine the design, step by step throughout each phase, into a fully biddable and permittable drawing and specifications package for the building. The package will include a full set of construction documents for the building. Our construction documents and design will comply with all local, state, and federal laws. The other goal will be to thoroughly define the scope of the design so that the City of Stonecrest can procure a General Contractor – for bidding purposes.

Our design deliverable packages in Part 2 will include the following milestones:

- Schematic Design (SD – 35% Design Complete)
- Design Development (DD – 65% Design Complete)
- Released for Permit, Construction Documents (CD – 95% Design Complete)
- Released for Construction, Construction Documents (CD – 100% Design Complete)

SCOPE QUALIFICATIONS AND EXEMPTIONS:

- This proposal and scope of work includes General, Civil, Architectural, Structural, Mechanical, Plumbing, Electrical, and Surveying design services.
- Meetings with City of Stonecrest for project coordination are included – one at each milestone.
- A full permit set of construction drawings and a project manual will be provided with technical specifications.
- We will provide design documents at each milestone.
- The project schedule will be developed directly with the City of Stonecrest and PSI.
- Excluding project delays for client review, all reasonable project milestones and deadlines will be met, unless prior authorization is given.
- Third-party special inspections and environmental testing are not included.
- MEP engineering design will be limited to 5' outside the building footprints.

SCHEDULE:

PSI anticipates that it will take six (6) weeks, from execution of this proposal, to develop the design deliverables listed in the project scope to a “Ready for Permit” level, and likely two (2) additional weeks to have the drawings “Ready for Construction,” incorporating all the City of Stonecrest comments. In other words, eight (8) weeks total to obtain a set of documents that are ready for the General Contractor to pull the building permit and start construction.

REPRODUCTION:

Documentation as required for this scope of work will be done in Word, Excel, Photoshop, AutoCAD, SketchUp and/or Revit. PSI will provide PDF electronic files of the design deliverables to the City of Stonecrest at each deliverable and as often as requested for the life of the project.

CONTRACT DOCUMENT ORDER OF PRECEDENCE:

Contract documents shall govern in the order first listed below:

1. EZIQC master contract document.
2. This Detailed Scope of Work.
3. Owner issued Contract Documents.
4. Owner issued Specifications, Drawings, and Sketches.



CITY COUNCIL AGENDA ITEM

SUBJECT: ARPA Update and Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Gia Scruggs, City Manager

PRESENTER: Gia Scruggs , City Manager

PURPOSE: To discuss the updates on the ARPA funds and Recommendations.

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer N/A

RECOMMENDED ACTION: Approve Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

SUBJECT: Furniture and Workstation Vendor Approval

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Gia Scruggs, City Manager

PRESENTER: Gia Scruggs, City Manager

PURPOSE: Click or tap here to enter text.

FACTS: The City Council approved the expansion of the City Hall leased space at the current location of 3120 Stonecrest Blvd in 2022 for Development Services and City Council. This additional space included suite 125, that has been designed to accommodate the City Council and administrative support staff. In an attempt to increase efficiencies in city operations, this request is to do a similar upgrade for Suite 190 and a newly vacated area on the second floor for administration. Groupe Lacasse LLC, State of Georgia Convenience Statewide Contract Number: 99999-001-SPD0000100-034 with the Dealer of Record: Russell Contract Furnishings, LTD. The quotes attached is a total of \$82, 593.51. Upon Council Approval, a Purchase Order will be issued to the selected vendor. The amount includes all delivery and setup costs associated with assembly and setup. The funding for this will come from General Fund – Facilities& Buildings – Furniture and Fixtures.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

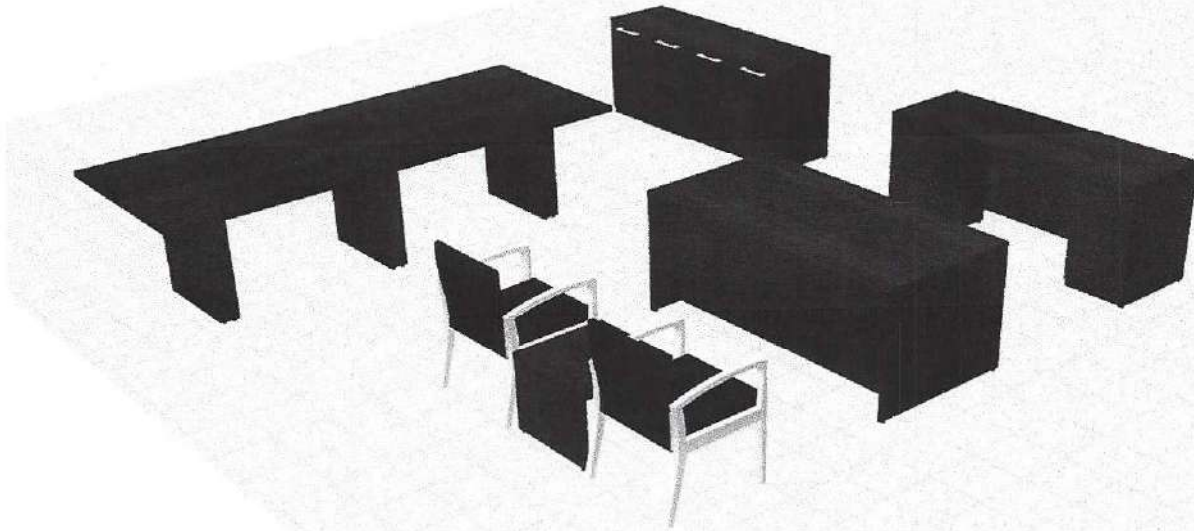


CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve [Click or tap here to enter text.](#)

ATTACHMENTS:

- (1) Attachment 1 - Groupe Lacasse LLC Quotes
- (2) Attachment 2 - [Click or tap here to enter text.](#)
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

Quick Sheet City of Stonecrest 2023

Total Price
\$7,738.60
Notes

Pricing on State Contract delivered and installed.

Contract# 99999-001-SPD0000100-0034

*DOR: RUSSELL CONTRACT FURNISHINGS
CONTACT: BILL RUSSELL*

FINISH TO BE CONFIRMED.

CONFERENCE CREDENZA ADDED TO THIS REVISED QUOTE.

IMPORTANT: This is not a quotation; All prices are approximate and are for budgetary purposes only. A quotation will be presented separately upon request and will be subject to our normal terms and conditions.

Melissa Kelly

melissasefreps@gmail.com

404-210-9478

Quick Sheet City of Stonecrest 2023

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
41NN-ST222218	1	\$519	\$275.07	\$275.07 List Less: 47%

Table,Coffee 22" (550MM)D x 22" (550MM)W x 18" (450MM)H



Single- Or Two-Tone (2) Two-Tone
Finish Selection 1 CCL Wood Grain: Classic Chocolate
Finish Selection 2 CCL Wood Grain: Classic Chocolate

41XN-B2072B	1	\$1,937	\$1,026.61	\$1,026.61 List Less: 47%
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Credenza,Bookcase,Stg Unit w/Doors and Adj Shelf,Locks,SS Hndl
 20" (500MM)D x 72" (1800MM)W



Single- Or Two-Tone (2) Two-Tone
Finish Selection 1 CCL Wood Grain: Classic Chocolate
Finish Selection 2 CCL Wood Grain: Classic Chocolate

41XN-UF2472FF	1	\$2,097	\$1,111.41	\$1,111.41 List Less: 47%
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Credenza,Dbi Pedestal,BBF/FF



Single- Or Two-Tone (2) Two-Tone
Finish Selection 1 CCL Wood Grain: Classic Chocolate
Finish Selection 2 CCL Wood Grain: Classic Chocolate

IMPORTANT: This is not a quotation; All prices are approximate and are for budgetary purposes only. A quotation will be presented separately upon request and will be subject to our normal terms and conditions.

Melissa Kelly

melissasefreps@gmail.com

404-210-9478

Quick Sheet City of Stonecrest 2023

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
41XN-UF3672FF	1	\$2,322	\$1,230.66	\$1,230.66 List Less: 47%

Desk, Dbl Ped, Strt Front, B/F/F



	Single- Or Two-Tone Finish Selection 1	(2) CCL	Two-Tone Wood Grain: Classic Chocolate
	Finish Selection 2	CCL	Wood Grain: Classic Chocolate

HEGA	2	\$1,918	\$1,074.08	\$2,148.16 List Less: 44%
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Guest Chair, Freestanding



	Frame/Leg Option(S)	W3	Wood Finish: Shadow Oak
	Main Or First Upholstery Selection (Please See The Price Lis	(STD)	Standard Collections
	Standard Collections	(GR.1)	Grade 1
	Grade 1 - Standard Collections	DN	Dillon PVC Free Vinyl
	Grade 1 - Uc Dillon PVC FREE Vinyl	09	Uc Dillon Vinyl-Wyoming
	Second Upholstery Selection (Please See The Price List For A	(STD)	Standard Collections
	Standard Collections	(GR.1)	Grade 1
	Grade 1 - Standard Collections	DN	Dillon PVC Free Vinyl
	Grade 1 - Uc Dillon PVC FREE Vinyl	09	Uc Dillon Vinyl-Wyoming
	Hega - Highest Of The 2 Grades Selected	(GR.1)	Grade 1
	Armcap Option (Hega)	NA	No Armcaps (Std)

IMPORTANT: This is not a quotation; All prices are approximate and are for budgetary purposes only. A quotation will be presented separately upon request and will be subject to our normal terms and conditions.

Melissa Kelly

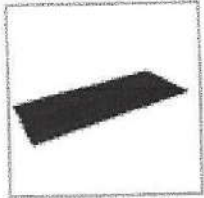
melissasefreps@gmail.com

404-210-9478

Quick Sheet City of Stonecrest 2023

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
T5NNN-RC48120	1	\$1,783	\$944.99	\$944.99 List Less: 47%

RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, 48x120



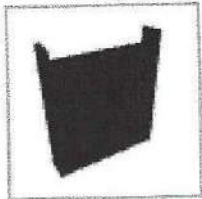
Finish Selection - Edge Color N CCL

Wood Grain: Classic Chocolate

TNNNN-LB0524

3	\$630	\$333.90	\$1,001.70 List Less: 47%
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LAMINATE BASE, 24X5



Finish Selection - Edge Color N CCL

Wood Grain: Classic Chocolate

Total Price

\$7,738.60

IMPORTANT: This is not a quotation; All prices are approximate and are for budgetary purposes only. A quotation will be presented separately upon request and will be subject to our normal terms and conditions.

Melissa Kelly

melissasefreps@gmail.com

404-210-9478

Quote

Russell Contract Furnishings, Ltd

804 Great Southwest Pkwy SW
Atlanta, GA 30336
404-494-9948

Date	Quote #
11/1/2023	Q-1111123-

Terms: Net 15 Days

Name/Address
CITY OF STONECREST 3120 STONECREST BLVD STONECREST, GA 30038

Ship To:
CITY OF STONE CREST 3120 STONECREST BLVD STONRCREST, GA 30038 ATTN' Ms. GIA SCRUGGS ACTING CITY MANAGER

Item	Description	Qty	Rate	Total
BT-827-3-BK-GG	Black LeatherSoft Sofa	1*	804.00	804.00
BT-827-1-BK-GG	Black LeatherSoft Chair	2	503.00	1,006.00

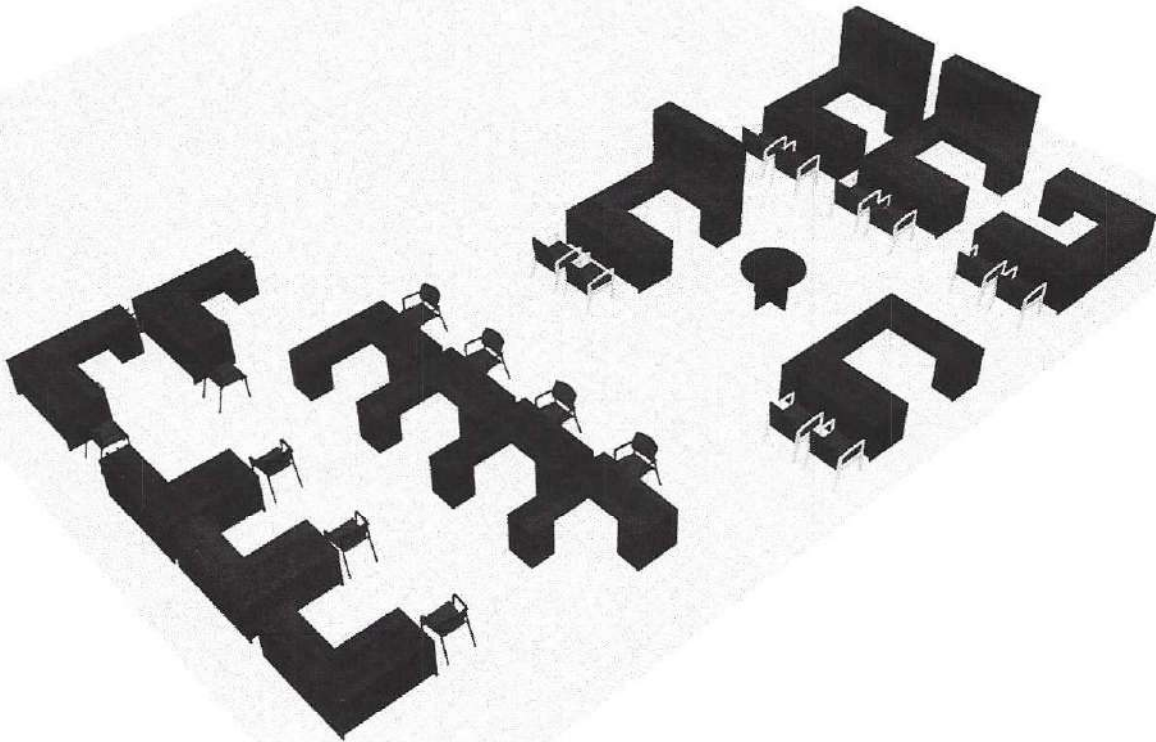
Subtotal				1,810.00
Freight, Delivery & Installation				300.00
Sales Tax	n/a			-
Total			\$	2,110.00

*Per Previous Discussion

Credit card payments incur 4.08% fee.
Valid for 15 days.
All Quote information is confidential

Quick Sheet

City of Stonecrest 23



Total Price

\$42,699.87

Notes

Pricing on State Contract delivered and installed.

Contract# 99999-001-SPD0000100-0034

*DOR: RUSSELL CONTRACT FURNISHINGS
CONTACT: BILL RUSSELL*

*FINISH TO BE CONFIRMED.
Please confirm if you want the seating on this quote.*

IMPORTANT: This is not a quotation; All prices are approximate and are for budgetary purposes only. A quotation will be presented separately upon request and will be subject to our normal terms and conditions.

Melissa Kelly

melissasefreps@gmail.com



404-210-9478

Quick Sheet City of Stonecrest 23

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
41NN-BR2042	3	\$441	\$233.73	\$701.19 List Less: 47%

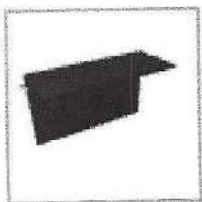
Bridge-Return,Full-Ht. Mod. Pnl,1 Grommet 20"(500MM)D x 42"(1050MM)W





	Single- Or Two-Tone	(2)	Two-Tone
	Finish Selection 1	CCL	Wood Grain: Classic Chocolate
	Finish Selection 2	CCL	Wood Grain: Classic Chocolate

41NN-BR2048	2	\$471	\$249.63	\$499.26 List Less: 47%
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Bridge-Return,Full-Ht. Mod. Pnl,1 Grommet 20"(500MM)D x 48"(1200MM)W





	Single- Or Two-Tone	(2)	Two-Tone
	Finish Selection 1	CCL	Wood Grain: Classic Chocolate
	Finish Selection 2	CCL	Wood Grain: Classic Chocolate

41NN-DT2472A	5	\$936	\$496.08	\$2,480.40 List Less: 47%
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Work Surface,Rectangular,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet
24"(600MM)D x 72"(1800MM)W



	Single- Or Two-Tone	(2)	Two-Tone
	Finish Selection 1	CCL	Wood Grain: Classic Chocolate
	Finish Selection 2	CCL	Wood Grain: Classic Chocolate

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Melissa Kelly

melissasefreps@gmail.com

404-210-9478

Quick Sheet City of Stonecrest 23

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
41NN-E724416P	3	\$1,671	\$885.63	\$2,656.89 List Less: 47%

Hutch, 4 Drs, Clearance 21 1/2", Grmt, Full-Wd Wire Acc.
16" (400MM) Dx 72" (1800MM) W x 44" (1099MM) H



- Single- Or Two-Tone** (2) Two-Tone
Finish Selection 1 CCL Wood Grain: Classic Chocolate
- Finish Selection 2** CCL Wood Grain: Classic Chocolate

41NN-R2042S	7	\$505	\$267.65	\$1,873.55 List Less: 47%
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Return Shell, Reversible, 1 Grommet, Accomodates 1 Pedestal 20" (500MM) D x
42" (1050MM) W



- Single- Or Two-Tone** (2) Two-Tone
Finish Selection 1 CCL Wood Grain: Classic Chocolate
- Finish Selection 2** CCL Wood Grain: Classic Chocolate

41NN-R2048S	2	\$541	\$286.73	\$573.46 List Less: 47%
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Return Shell, Reversible, 1 Grommet, Accomodates 1 Pedestal 20" (500MM) D x
48" (1200MM) W



- Single- Or Two-Tone** (2) Two-Tone
Finish Selection 1 CCL Wood Grain: Classic Chocolate
- Finish Selection 2** CCL Wood Grain: Classic Chocolate

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Melissa Kelly
melissasefreps@gmail.com
404-210-9478

Quick Sheet City of Stonecrest 23

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
41NN-TDM3072	3	\$993	\$526.29	\$1,578.87 List Less: 47%

Desk Shell, Full-Ht. Mod. Pnl, Accomodates 1 or 2 Pedestals 30" (750MM)D x 72" (1800MM)W



Single- Or Two-Tone
Finish Selection 1
Finish Selection 2

(2)
CCL
CCL

Two-Tone
Wood Grain: Classic Chocolate
Wood Grain: Classic Chocolate

41XN-S3060UF

4	\$1,535	\$813.55	\$3,254.20 List Less: 47%
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Desk, Sngl Ped, Right, B/F/F



Single- Or Two-Tone
Finish Selection 1
Finish Selection 2

(2)
CCL
CCL

Two-Tone
Wood Grain: Classic Chocolate
Wood Grain: Classic Chocolate

41XN-S3072UF

1	\$1,679	\$889.87	\$889.87 List Less: 47%
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Desk, Sngl Ped, Right, B/F/F



Single- Or Two-Tone
Finish Selection 1
Finish Selection 2

(2)
CCL
CCL

Two-Tone
Wood Grain: Classic Chocolate
Wood Grain: Classic Chocolate

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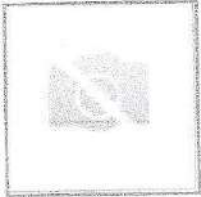
404-210-9478

Item XIII. f.

Quick Sheet City of Stonecrest 23

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
41XN-UF3060S	3	\$1,535	\$813.55	\$2,440.65 List Less: 47%

Desk, Sngl Ped, Left, B/F/F



**Single- Or Two-Tone
Finish Selection 1**

(2)

Two-Tone

CCL

Wood Grain: Classic Chocolate



Finish Selection 2

CCL

Wood Grain: Classic Chocolate

41XN-UF3066S

2	\$1,602	\$849.06	\$1,698.12 List Less: 47%
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Desk, Sngl Ped, Left, B/F/F



**Single- Or Two-Tone
Finish Selection 1**

(2)

Two-Tone

CCL

Wood Grain: Classic Chocolate



Finish Selection 2

CCL

Wood Grain: Classic Chocolate

41XN-UF3072S

1	\$1,679	\$889.87	\$889.87 List Less: 47%
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Desk, Sngl Ped, Left, B/F/F



**Single- Or Two-Tone
Finish Selection 1**

(2)

Two-Tone

CCL

Wood Grain: Classic Chocolate



Finish Selection 2

CCL

Wood Grain: Classic Chocolate

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Melissa Kelly

melissasefreps@gmail.com

404-210-9478

Quick Sheet City of Stonecrest 23

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
45NN-R42	1	\$660	\$349.80	\$349.80 List Less: 47%

Top, Round, For Conf Tbl, (Order Base Separately) 42" (1050MM) Dia



Finish Selection

CCL

Wood Grain: Classic Chocolate

4NXN-P1518FFL	14	\$976	\$517.28	\$7,241.92 List Less: 47%
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Pedestal, Modular, F/F, w/Lock, SS Hndl 18" (450MM) D x 15" (388MM) W x 28" (713MM) H



Finish Selection

CCL

Wood Grain: Classic Chocolate

4NXN-P1518UFL	3	\$1,013	\$536.89	\$1,610.67 List Less: 47%
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Pedestal, Modular, B/B/F, Pencil Tray, w/Lock, SS Hndl 18" (448MM) D x 15" (388MM) W x 28" (711MM) H



Finish Selection

CCL

Wood Grain: Classic Chocolate

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Melissa Kelly

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404-210-9478

Quick Sheet City of Stonecrest 23

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
FT32-DP	4	\$1,144	\$640.64	\$2,562.56 List Less: 44%

Guest/stack chairs, with arms, mesh backrest, upholst. seat, 2-pack



	Shifter - Frame Option(S) (Double Pack)	E3	Black Frame
	Expression-Radiance-Upswing - Backrest Upholstery Selection	MUR	Raven
	Seat Upholstery Selection	(STD)	Standard Collection
	Standard Collections	(GR.1)	Grade 1
	Grade 1 - Standard Collections	DN	Dillon PVC Free Vinyl
	Grade 1 - Uc Dillon PVC FREE Vinyl	08	Uc Dillon-Kentucky
	Shifter - Ft32-Dp - Grade Selected Is A	(GR1)	Grade 1
	Option(S) (Double Pack)	~	No Other Option
	Pack Option(S) Group Q	DP	Double Pack - Standard Pack - Must Select By Default

FT32-DP	1	\$638	\$357.28	\$357.28 List Less: 44%
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Guest/stack chairs, with arms, mesh backrest, upholst. seat, 2-pack



	Shifter - Frame Option(S) (Double Pack)	E3	Black Frame
	Expression-Radiance-Upswing - Backrest Upholstery Selection	MUR	Raven
	Seat Upholstery Selection	(STD)	Standard Collection
	Standard Collections	(GR.1)	Grade 1
	Grade 1 - Standard Collections	DN	Dillon PVC Free Vinyl
	Grade 1 - Uc Dillon PVC FREE Vinyl	08	Uc Dillon-Kentucky
	Shifter - Ft32-Dp - Grade Selected Is A	(GR1)	Grade 1
	Option(S) (Double Pack)	~	No Other Option
	Pack Option(S) Group Q	SP	Single Pack - Please Divide By 2 Qp, Then X1 (Sp) And This U

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Melissa Kelly

melissasefreps@gmail.com

404-210-9478

Item XIII. f.

Quick Sheet City of Stonecrest 23

MODEL	QTY	LIST PRICE	UNIT PRICE	EXTENDED
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HEGA	10	\$1,918	\$1,074.08	\$10,740.80 List Less: 44%
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Guest Chair, Freestanding



Frame/Leg Option(S)	W3	Wood Finish: Shadow Oak
Main Or First Upholstery Selection (Please See The Price Lis	(STD)	Standard Collections
Standard Collections	(GR.1)	Grade 1
Grade 1 - Standard Collections	DN	Dillon PVC Free Vinyl
Grade 1 - Uc Dillon PVC FREE Vinyl	08	Uc Dillon Vinyl-Kentucky
Second Upholstery Selection (Please See The Price List For A	(STD)	Standard Collections
Standard Collections	(GR.1)	Grade 1
Grade 1 - Standard Collections	DN	Dillon PVC Free Vinyl
Grade 1 - Uc Dillon PVC FREE Vinyl	08	Uc Dillon Vinyl-Kentucky
Hega - Highest Of The 2 Grades Selected	(GR.1)	Grade 1
Armcap Option (Hega)	NA	No Armcaps (Std)

LGC-CR27	1	\$567	\$300.51	\$300.51 List Less: 47%
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Base,Cross,For R42.2 Top 27"(680MM)D x 27"(680MM)W x 28"(710MM)H



Finish Selection	CCL	Wood Grain: Classic Chocolate
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Total Price \$42,699.87

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Melissa Kelly
melissasefreps@gmail.com
404-210-9478

Quote

Russell Contract Furnishings, Ltd

804 Great Southwest Pkwy SW
Atlanta, GA 30336
404-494-9948

Date	Quote #
11/1/2023	Q-111123-A

Terms: Net 15 Days

Name/Address
CITY OF STONECREST 3120 STONECREST BLVD STONECREST, GA 30038

Ship To:
CITY OF STONE CREST 3120 STONECREST BLVD STONRCREST, GA 30038 ATTN' Ms. GIA SCRUGGS ACTING CITY MANAGER

Item	Description	Qty	Rate	Total
4400LUMBAR	Bolton Lumbar Support	14	44.00	616.00
4400C	Bolton-Black Frame High Back	14	377.00	5,278.00
3500BK	Pierce-Side Chair-Black Shell Gray Frame	14	144.50	2,023.00
Subtotal				7,917.00
Freight, Delivery & Installation				
Sales T:			n/a	-
Total			\$	7,917.00

Chairs match AIS-State Contract Pricing.

Credit card payments incur 4.08% fee.

Valid for 15 days.

All Quote information is confidential



CITY COUNCIL AGENDA ITEM

SUBJECT: FY24 Budget Recommendation - Ordinance 2nd Read

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 10/9/23 & 11/13/23

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, November 27, 2023

SUBMITTED BY: Gia Scruggs, City Manager

PRESENTER: Gia Scruggs, City Manager

PURPOSE: To present the fiscal year 2024 budget for each fund of the City of Stonecrest, appropriating the amounts shown in each budget as expenditures/expenses with the proposed revenue anticipations.

FACTS: Title 36, Chapter 81, Article I of the Official Code of Georgia Annotated requires a balanced budget for the City's fiscal year, which runs from January 1, 2024 to December 31, 2024

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- (1) Attachment 1 - Ordinance
- (2) Attachment 2 - [Click or tap here to enter text.](#)
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE _____ – _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST TO AMEND THE CITY OF STONECREST PAY AND CLASSIFICATION PLAN, SO AS TO PROVIDE FOR CERTAIN POSITION CREATIONS; AND OTHER PERSONNEL ACTIONS IN LINE WITH THE FY2024 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS: Sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Stonecrest(“City”); and

WHEREAS: Title 36, Chapter 81, Article 3 of the Official Code of Georgia Annotated requires the City to adopt a balanced budget for the City's fiscal year, which runs from January 1, 2024 to December 31, 2024; and

WHEREAS: in line with the Fiscal Year 2024 the City proposes certain position creations; and

WHEREAS: The Mayor and City Council of the City of Stonecrest (“City Council”) have reviewed the proposed position creations and wish to approve each creation as an update to the city’s pay and classification plan.

THE CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA, HEREBY ORDAINS as follows: that the pay and classification plan be and the same is hereby amended as follows:

SECTION 1 - EFFECTIVE DATE OF ACTIONS: That the effective date for actions contained within this ordinance shall be the beginning date of the pay period following adoption or otherwise noted by Council and approval by the Mayor, unless otherwise indicated.

SECTION 2: That the Director of Human Resources is authorized to make any necessary administrative personnel adjustments.

SECTION 3: That the proposed actions in this paper may not result in a salary adjustment to any position.

SECTION 4: That all ordinances and parts of ordinance in conflict herewith are hereby waived.

SECTION 5: That this Resolution shall be and remain in **full** force and effect after its date of adoption.

SO RESOLVED this ____ day of _____ 2023.

Jazzmin Cobble, Mayor

Attest:

City Clerk

Approved As to Form:

City Attorney

FY24 Position Creations
That the following positions are hereby created in the following Departments.

indicated:	<u>indicated:</u>	<u>indicated:</u>	<u>POSITION TITLE</u>	<u>DEPARTMENT</u>	<u>ACCOUNT STRING</u>
MINIMUM	\$ 43,748.32	8	Content Creator	Communications	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 49,714.00				
MAXIMUM	\$ 65,622.48				
MINIMUM	\$ 46,537.92	9	Graphics Designer	Comunications	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 52,884.00				
MAXIMUM	\$ 69,806.88				
MINIMUM	\$ 41,125.92	7	Audio Visual Technician (Part Time)	Communications	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 46,734.00				
MAXIMUM	\$ 61,688.88				
MINIMUM	\$ 81,179.12	18	Business Development Manager	Economic Development	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 92,249.00				
MAXIMUM	\$ 121,768.68				
MINIMUM	\$ 59,593.60	13	Human Resources Generalist	Human Resources	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 67,720.00				
MAXIMUM	\$ 89,390.40				
MINIMUM	\$ 67,437.04	15	Assistant to the City Manager	City Manager	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 76,633.00				
MAXIMUM	\$ 101,155.56				
MINIMUM	\$ 125,136.88	25	Divisional Director	Planning & Zoning	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 142,201.00				
MAXIMUM	\$ 187,705.32				
MINIMUM	\$ 81,179.12	18	Assistant Director, Code Enforcement	Code Enforcement	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 92,249.00				
MAXIMUM	\$ 121,768.68				
MINIMUM	\$ 76,312.72	17	Senior Planner	Planning and Zoning	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 86,719.00				
MAXIMUM	\$ 114,469.08				

MINIMUM	\$ 32,115.60	3	Parks Ambassador (Part Time - \$15PH)	Parks and Recreation	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 36,495.00				
MAXIMUM	\$ 48,173.40				
MINIMUM	\$ 67,437.04	15	Recreation Program Manager	Parks and Recreation	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 76,633.00				
MAXIMUM	\$ 101,155.56				
MINIMUM	\$ 81,179.12	18	Assistant Director, Operations	Parks and Recreation	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 92,249.00				
MAXIMUM	\$ 121,768.68				
MINIMUM	\$ 67,437.04	15	Capital Projects Manager	Engineering	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 76,633.00				
MAXIMUM	\$ 101,155.56				
MINIMUM	\$ 63,394.32	14	Site Inspector	Engineering	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 72,039.00				
MAXIMUM	\$ 95,091.48				
MINIMUM	\$ 117,634.88	24	City Engineer	Engineering	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 133,676.00				
MAXIMUM	\$ 176,452.32				
MINIMUM	\$ 86,356.16	19	Information Technology Manager	Information Technology	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 98,132.00				
MAXIMUM	\$ 129,534.24				
MINIMUM	\$ 56,020.80	12	Helpdesk Analyst	Information Technology	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 63,660.00				
MAXIMUM	\$ 84,031.20				
MINIMUM	\$ 59,593.60	13	Systems Administrator	Information Technology	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 67,720.00				
MAXIMUM	\$ 89,390.40				
MINIMUM	\$ 43,748.32	8	Purchasing Specialist	Finance	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 49,714.00				
MAXIMUM	\$ 65,622.48				
MINIMUM	\$ 63,394.32	14	Accountant	Finance	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 72,039.00				
MAXIMUM	\$ 95,091.48				
MINIMUM	\$ 56,020.80	12	Grant Administrator	Finance	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 63,660.00				
MAXIMUM	\$ 84,031.20				
MINIMUM	\$ 46,537.92	9	Contract Specialist	Finance	Department Budget/51101 Regular Salaries Account
MARKETPOINT	\$ 52,884.00				
MAXIMUM	\$ 69,806.88				