Stockbridge

Bringing People Together

AGENDA
WORK SESSION MEETING

TUESDAY, JANUARY 26, 2016 6:00 p.m.

Mayor & City Council
Mayor Pro-Tem Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson

Administration
Michael Harris, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

I. **Call to Order**

II. **Invocation**

III. **Pledge of Allegiance**

IV. **Roll Call**

	Present	Absent
Councilman Alexander	______	______
Councilman Blount	______	______
Mayor Pro-Tem Ford	______	______
Councilwoman Gantt	______	______
Councilwoman Robinson	______	______

V. **Adoption of the Agenda**

VI. **Draft Minutes 12/14/15, 12/21/15, 1/7/16**

CEREMONIAL – PROCLAMATION - Recognizing January 2016 as Human Trafficking Awareness Month Presented by: Councilman Elton Alexander to Dr. Kai Ashby, Founder of Chasity House McDonough, GA

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session.

PRESENTATIONS

Hands of Hope Clinic - Stockbridge, Georgia
Presented by: Councilman Blount and Mollie Cole, Director of Hands of Hope Clinic

The Fuller Center for Housing - McDonough, Georgia
Presented by: Councilman Blount and D. Wayne Smith, Vice-Pres. Of Construction of the Fuller Center for Housing.

OLD BUSINESS

ITEM #1 – Committee Appointments
Presented by: Mayor Pro-Tem Anthony S. Ford

Finance Committee Chair ____________________

Council Members____________________ ____________________

Public Works Committee Chair ____________________

Council Members____________________ ____________________

Public Safety Committee Chair ____________________

Council Members____________________ ____________________

Community Relations Committee Chair ____________________

Council Members____________________ ____________________

Building Committee Chair ____________________

Council Members____________________ ____________________

ITEM #2 – RESOLUTION to approve contract for City Hall and Municipal Court building repairs. Presented by: City Manager, Michael Harris

ITEM #3 – RESOLUTION - In support of Henry County GO! Transit. Presented by: Councilman Alexander

ITEM #4 – RESOLUTION – Encouraging the business community to consider the creation of Community Improvement Districts (CID) in Stockbridge community. Presented by: Councilman Alexander

NEW BUSINESS

ITEM #5 – RESOLUTION – Authorizing the 2016 Georgia Classic Main Street Program Memorandum of Understanding.
Presented by: Main Street Manager, Kira Harris-Braggs.

ITEM #6 – RESOLUTION – Authorizing the Council to vote during Work Session.
Presented by: City Attorney, Michael Williams

ITEM #7 – RESOLUTION – Approving the policy for Board Appointments.
Presented by: City Attorney, Michael Williams

ITEM #8 – ORDINANCE – Budget Amendment DDA funds transfer.
Presented by: Treasurer, Linda Nabers

ITEM #9 – RESOLUTION – Authorizing Lighting Services Agreements for Reeves Creek Trail
Presented by: City Manager, Michael Harris

ITEM #10 – RESOLUTION – Authorizing Lighting Services Agreements for M L King, Sr. Heritage Trail (formerly Berry Street)
Presented by: City Manager, Michael Harris

ITEM #11 – RESOLUTION – Authorizing Lighting Services Agreements for Country Club Dr.
Presented by: City Manager, Michael Harris

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Act)

- ☐ **A.** Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege as provided in Georgia Code section 50-14-2(1) and 50-14-3(b)(1)(A). The subject discussed was [identify the case or claim discussed but not the substance of the attorney-client discussion].

- ☐ **B.** Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property as provided in Georgia Code section 50-14-3(b)(1)(B).

- ☐ **C.** Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate as provided in Georgia Code section 50-14-3(b)(1)(C).

- ☐ **D.** Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).

- ☐ **E.** Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).

- ☐ F. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

- ☐ **G.** Meeting to interview one or more applicants for the position of the executive head of an agency as provided in Georgia Code section 50-14-3(b)(2).

- ☐ H. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was [identify the matter but not the substance of the discussion].

- ☐ I. Staff meeting held for investigative purposes under duties or responsibilities imposed by law as provided by Georgia Code section 50-14-3(a) (1).

CITY MANAGER'S COMMENTS
Michael Harris

COUNCIL'S COMMENTS

Councilman Alexander

Councilman Blount

Councilwoman Gantt

Councilwoman Robinson

MAYOR PRO TEM'S COMMENTS

Mayor Pro Tem Ford

ANNOUNCEMENT OF UPCOMING MEETINGS & EVENTS

All meetings will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770.389-7900 for updates and detailed information.

- Coffee with a Cop, Spearheaded by Mayor Pro Tem Ford, Saturday, January 30, 2016 from 8:30 am to 10:00 am at Bridgeview Country Cooking 4727 N Henry Blvd, Stockbridge, GA 30281
- Joint Town Hall Meeting with City of Stockbridge and Henry County 5th District Commissioner Bruce Holmes (Traffic and Highway Improvements), Saturday, January 30, 2016 at 9:00 am at the Merle Manders Conference Center 111 Davis Rd. Stockbridge, GA 30281
- Council Meeting on Monday, February 8, 2016 at 6pm – Council Chambers.
- Work Session Meeting, Tuesday, February 23, 2016 at 6pm. Council Chambers.

MOTION TO ADJOURN

DRAFT

MINUTES

DECEMBER 14, 2015

DRAFT MINUTES
COUNCIL MEETING
CITY OF STOCKBRIDGE

MONDAY, DECEMBER 14, 2015 6:00 PM

Mayor & City Council
Tim L. Thompson, Mayor
Alphonso Thomas, Mayor Pro Tem
Robin Buschman, Councilwoman
Anthony S. Ford, Councilman
LaKeisha Gantt, Councilwoman
Regina Lewis Ward, Councilwoman

Administration
Michael Harris, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

The Council meeting was called to order by Mayor Tim L. Thompson at 6:07PM. Deputy City Clerk, Randi Rainey was asked to proceed with a verbal roll call. All members of Council were present and a quorum was confirmed.

Invocation was provided by Mildred Reed.

Pledge was recited in unison.

Councilwoman Buschman motioned to amend the Agenda to move item #1 to follow Executive Session and to include four new items; second by Mayor Pro Tem Thomas; the motion passed 5-0.

Councilman Ford motioned to adopt the Minutes of 9/29/15, 10/12/15, 10/27/15, 10/27/15 SCM, 10/30/15 SCM; second by Councilwoman Gantt; the motion passed 5-0.

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session.

Harold Thibodeaux spoke in regards to seeing more transparency and being more responsible.

Kathy Gilbert spoke in regards to Mayor Thompson's "hot head" behavior and the incident with the City Clerk; also stated Council has the power to do something.

Leonard Yancey wanted clarification about the Ethics Board and the number of members.

Elton Alexander expressed his concerns with what is going on with council and stated citizens are calling for transparency; and spoke to the Mayor's behavior and had been personally insulted by Mayor Thompson.

Don Dunlap spoke in regards of restoring the training funds for mayor and council.

CEREMONIAL

Congratulations! Anita Gunnoe, Stockbridge Municipal Court Clerk honored as Georgia Municipal Association 2015 Court Clerk of the year.

Judge McCord presented Anita Gunnoe with the Georgia Municipal Association 2015 Court Clerk of the year Proclamation. Ms. Gunnoe thanked everyone.

Mayor Thompson congratulated the Eagles Landing Christian High school on winning the State Champion.

Mayor Thompson expressed that everyone deserves due process in America. It troubles him that people will jump to conclusions without having all of the facts, and encourages the citizens to research the facts.

NEW BUSINESS

Item #1 - CONSENT AGENDA

Councilwoman Lewis Ward motioned to approve the Consent Agenda; second by Councilman Ford; the motion passed 5-0.

RESOLUTION- Expansion of Main Street Boundaries

RESOLUTION- Honorarium Proposal to name the former Hamilton State Bank Operations Center the Carrie Mae Hambrick Cultural Arts & Enrichment Center in honor of Carrie Mae Hambrick for her dedication to the Stockbridge Community.

RESOLUTION- 2016 Water Rates

RESOLUTION- Write-Off of Expired Probation Fines $82,968

RESOLUTION- Write-Off of City Bad Debt $18,088.33

Item #2 – Resolution – Honorarium Proposal to name one of the State interchanges after M. L. King Sr. - Spearheaded by State Representative Andy Welch.

City Manager, Michael Harris stated State Representative Andy Welch determined it would be more prudent to look at naming a State bridge instead of an intersection to honor Martin Luther King Sr., with an historical marker along the M. L. King, Sr. Heritage Trail.

Mayor Pro Tem Thomas thanked Mr. Welch for engaging in this initiative.

Mayor Pro Tem Thomas motioned to approve the Resolution for the Honorarium Proposal to name one of the State interchanges after M. L. King Sr.; second by Councilwoman Gantt; the motion passed 5-0.

Item #3 – Ordinance – 2016 Meeting Schedule
Presented by: Randi Rainey, Deputy City Clerk

Councilwoman Gantt motioned to approve the 2016 Meetings Schedule; second by Councilman Ford; the motion passed 5-0.

Item #4 – Resolution – To Appoint City Manager as Local Agency Security Officer (LASO) for the City of Stockbridge
Presented by: Michael Williams, City Attorney

Councilwoman Buschman motioned to approve the City Manager as the Local Agency Security Officer; second by Councilwoman Gantt; the motion passed 5-0.

Item #5 – Resolution – Contract for Information Technology (IT) Services.
Presented by: Michael Harris, City Manager

Mr. Harris stated Council directed staff to put out an RFP for IT services; (8) eight proposals were received and the top three firms where interviewed. The consensus in favor of Liberty Technology, seeing this was the most appropriate firm to choose from.

Councilwoman Gantt motioned to approve the Resolution to contract with Liberty Technology for Information Technology (IT) Services; second by Councilman Ford; the motion passed 5-0.

Item #6 – Ordinance– City of Stockbridge Noise Ordinance
Presented by: Dale Hall, Administration and Community Services Director

Mr. Hall stated this Ordinance will amend the current Noise Ordinance to include number 17 (no music shall be audible no more than 150ft. from any park pavilion) and number 18 (amplified music is expressly prohibited unless permitted through the Special event permitting process).

Councilman Ford motioned to approve the Ordinance to amend the Noise Ordinance to include #17 &18; second by Councilwoman Buschman; the motion passed 4-1(Lewis Ward opposed).

CITY MANAGER'S COMMENTS

Michael Harris- None

COUNCIL'S COMMENTS

Councilwoman Buschman- Wished everyone a Merry Christmas and Happy Holidays.

Mayor Pro Tem Thomas- Thanked the citizens for allowing him to serve and hopes his tenure goes a long way. He also thanked the staff members and told the new elected officials to stay strong. Mr. Thomas expressed it was a pleasure working with Councilwoman Lewis Ward, Gantt and Councilman Ford and hates they could not stay on course. Mr. Thomas also spoke in regards to the investigation and stated everyone should be accountable, and when violated, someone should be held accountable. He just wants the truth.

Councilman Ford- Congratulated Eagles Landing Christian Academy on their State Football Championship and Stockbridge High School for their outstanding season as well. Mr. Ford also mentioned this has been a learning experience for him and wished everyone a Merry Christmas and Happy Holidays.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Act)

Councilman Ford motioned to convene into executive session at 7:09pm for items A-F and H, Personnel, Real Estate and Litigation; second by Councilwoman Buschman; the motion passed 4-0 (Mayor Pro Tem Thomas was not in attendance for vote).

Councilwoman Buschman motioned to end executive session at 10:08pm; second by Mayor Pro Tem Thomas; the motion passed 5-0.

Mayor Pro Tem Thomas motioned to reconvene into the regular council meeting; second by Councilman Ford; the motion passed 5-0.

Councilwoman Lewis Ward-Spoke about the December 12, 2015 Special Called Meeting. Councilwoman. Lewis Ward stated no one should be intimidated; and how the Mayor's investigation failed Council due to certain conversations being left out of the report. Councilwoman Lewis Ward stated it is the Council's responsibility to open the door for those who have been exposed to a hostile work environment. Councilwoman Lewis Ward also read into the record an email from a concerned citizen regarding the Mayor's behavior.

Councilwoman Gantt- stated she has prayed and asked for guidance and expressed employees deserves respect, not to be yelled at, and to be in a hostile environment. Councilwoman Gantt expressed how she deserves not to be scared, but she will speak the truth. Councilwoman Gantt also mentioned she is a woman and deserves not to be afraid leaving City Hall after being yelled at as Mayor Thompson did one night; she is also afraid Mayor Thompson would retaliate against her or her family if she voted against him. Councilwoman Gantt also expressed how disappointed she is that nothing has been done; and enough is enough. Councilwoman Gantt stated she will not be held liable when employees come and express how they have been working in a hostile environment.

MAYOR'S COMMENTS

Mayor Thompson- spoke on how there has been a lot of incorrect things said about him and how no one from City Hall has filed a complaint against him. Mayor Thompson stated this is a character assassination and it needs to stop.

City Attorney, Mike Williams stated the standards are much broader for individuals to speak out with him being a public figure.

Mayor Pro Tem Thomas expressed he is seeking the truth and facts with the investigation and he voted to approve the Council to waive confidentiality in this matter. Mr. Thomas commended City Clerk Vanessa Holiday for doing a great job and being professional.

Councilwoman Lewis Ward motioned to issue a 10-day hearing notice to Mayor Thompson pursuant to Section 2.17(b) (1); second by Mayor Pro Tem Thomas. There was not vote.

Councilman Ford stated it is with a heavy heart that he agreed with the initial investigation and was satisfied with the results. Mr. Ford stated he personally has not had any threats from Mayor Tim Thompson; and if there is bullying, it needs to be checked out.

Councilwoman Buschman stated Councilwoman Gantt brought guidelines on harassment to the City Council and it is Council's job to protect staff if they come to them.

Mayor Thompson stated it is all politics and no member of staff has filed a complaint on him. Mayor Thompson expressed it is with a heavy heart that he is resigning as Mayor effective immediately on December 14, 2015 at 10:57pm.

Councilwoman Buschman stated she still would like to continue and go forward with the investigation.

Councilman Ford stated there is no need for an investigation, but rather an HR assessment.

Councilwoman Lewis Ward withdrew her motion for the 10-day notice of a hearing.

Councilwoman Buschman motioned to accept the Mayors resignation; second by Councilwoman Lewis Ward; the motion passed 3-1 (Ford opposed) (Mayor Pro Tem Thomas did not participate in the vote).

OLD BUSINESS

Item #7 – Ordinance- Adoption of the FY16 Annual Operating Budget w/Organizational Chart, and Pay & Classifications and Job Descriptions
Presented by: Linda Nabers, Treasurer

Linda Nabers, Treasurer presented the proposed FY2016 Operating Budget and noted Mayor Thompson had proposed from the General Fund $8,824,828. Ms. Nabers stated that included in the Council books are the recommendations for adjustments from the Finance Committee Meeting.

Councilman Ford motioned to approve the Ordinance to adopt the FY2016 budget along with the recommendations from the Finance Committee; second by Councilwoman Gantt; the motion passed 4-0 (Mayor Pro Tem Thomas did not participate in the vote).

Item # 8- Ordinance- Procedures for preparing agenda books for Council Meetings
Presented by: Michael Williams, City Attorney

City Attorney, Michael Williams stated this will amend Section 2.04.050 of the Charter in regards to preparing Agenda Books for council meetings; to allow Council to determine what items will be placed on the Agenda in advanced for the meeting date.

Councilwoman Gantt motioned to approve the Ordinance on the procedures for preparing Agenda books for Council meetings; second by Councilman Ford; the motion passed 4-0.

Item #9- Ordinance- Employee rights on non-department heads appointed employees
Presented by: Michael Williams, City Attorney

City Attorney, Michael Williams also stated this will amend Section 2.23.040, adopted pursuant to the authority under Section 4.15 (5) which allows establishment of personnel policies.

Councilwoman Gantt motioned to approve the Ordinance for Employee Rights of non-department heads appointed employees; second by Councilwoman Buschman; the motion passed 4-0.

Item #10- Resolution- Adopt conflict resolution policy for the employees of the City of Stockbridge
Presented by: Michael Williams, City Attorney

City Attorney, Michael Williams stated Council has the authority under Section 4.15 (5) to establish personnel policies, which is currently in place. Mr. Williams stated this Ordinance will put in place a grievance process for rank in file employees.

Councilwoman Lewis Ward motioned to table item until new council is appointed; second by Councilman Ford; the motion Passed 4-0.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Act)

Councilwoman Buschman motioned to convene Executive Session for personnel matters at 11:31pm; second by Councilwoman Lewis Ward; the motion passed 4-0.

Councilwoman Lewis Ward motioned to adjourn Executive Session at 11:41pm; second by Councilwoman Buschman; the motion passed 4-0 (Mayor Pro Tem Thomas did not participate in the vote).

Councilwoman Buschman motioned to reconvene the Council Meeting; second by Councilman Ford; the motion passed 4-0 (Mayor Pro Tem Thomas did not participate in the vote).

ADJOURNED

Councilwoman Lewis Ward motioned to adjourn the meeting at 11:42pm; second by Councilman Ford; the motion passed 4-0 (Mayor Pro Tem Thomas did not participate in the vote).

Respectfully submitted by:

Randi Rainey, Deputy City Clerk

Anthony S. Ford, Mayor Pro-Tem

DRAFT
MINUTES
DECEMBER 21, 2015

DRAFT MIINUTES
SPECIAL CALLED MEETING
CITY OF STOCKBRIDGE

MONDAY, DECEMBER 21, 2015 5:00 PM

Mayor & City Council

Alphonso Thomas, Mayor Pro Tem
Robin Buschman, Councilwoman
Anthony S. Ford, Councilman
LaKeisha Gantt, Councilwoman
Regina Lewis Ward, Councilwoman

Administration

Michael Harris, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

The Special Called Meeting was called to order by Mayor Pro Tem Alphonso Thomas at 5:02 p.m. City Clerk, Vanessa Holiday proceeded with a verbal roll call of the Council. All members were present excluding Councilwoman Buschman. A quorum was confirmed.

Reverend Bruce Smith, Sr. provided the invocation.

The pledge of allegiance was recited by all in attendance.

Councilman Ford made a motion to amend the Agenda to remove Item #3 and table the item to be heard at the January 11, 2016 City's Organizational Meeting; second by Councilwoman Gantt. Section 2.12 of the Charter was read into the record by the City Clerk; Approved 3-0 (Mayor Pro Tem Thomas did not participate in the vote).

NEW BUSINESS

Item #1- Personnel Matters
Presented By: Mayor Pro Tem Thomas

City Attorney Michael Williams referenced Merit pay increases in the amount of 5% for the City Treasurer and City Clerk. Motion to approve made by Councilwoman Gantt; second by Councilwoman Lewis Ward. Approved 3-0. (Mayor Pro Tem Thomas did not participate in the vote).

Item #2- Carrie Mae Hambrick Cultural Arts Enrichment Center Dedication
Presented By: Mayor Pro Tem Thomas

Mayor Pro Tem Thomas requested funding of the plaque for the building to be named in honor of Carrie Mae Hambrick. Motion to approve made by Councilwoman Gantt; second by Councilman Ford. Approved 3-0. (Mayor Pro Tem Thomas did not participate in the vote).

Item #3- Council Appointments and Vacancies

Item Tabled to be heard January 11, 2016.

Motion to adjourn made by Councilwoman Gantt; second by Councilman Ford. Approved 3-0. (Mayor Pro Tem Thomas did not participate in the vote).

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor Pro Tem

DRAFT

MINUTES

JANUARY 7, 2016

Stockbridge

Bringing People Together

DRAFT MINUTES
SPECIAL CALLED MEETING

THURSDAY, JANUARY 7, 2016 5:00 p.m.

Mayor & City Council
Mayor – Vacant
Councilman Elton Alexander
Councilman John Blount
Councilman Anthony S. Ford
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson

Administration
Michael Harris, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

City Clerk, Vanessa Holiday called the meeting to order and cited Section 2.04.040 of the City Charter.

Invocation by Kathy Gilbert.

The pledge was recited in unison.

City Clerk, Vanessa Holiday proceeded with Roll Call. All members of Council were present, a quorum was confirmed.

City Clerk, Vanessa Holiday recommended Council select a Presiding Officer for the remainder of the meeting.

Councilman Ford motioned to appoint LaKeisha Gantt as the Presiding Officer; second by Councilman Blount; the motion passed 4-0. Councilwoman Gantt (Presiding Officer) did not participate in the vote.

I. Adoption of the Agenda

Councilman Ford motioned to adopt the Agenda as printed; second by Councilwoman Robinson; the motion passed 4-0. Councilwoman Gantt (Presiding Officer) did not participate in the vote.

NEW BUSINESS

Councilman Ford motioned to convene Executive Session; second by Councilman Alexander; the motion passed 4-0. Councilwoman Gantt (Presiding Officer) did not participate in the vote.

ITEM #1 - EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Act)

- ☐ A. Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege as provided in Georgia Code section 50-14-2(1) and 50-14-3(b)(1)(A). The subject discussed was [identify the case or claim discussed but not the substance of the attorney-client discussion].

- ☐ H. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was [identify the matter but not the substance of the discussion].

Councilman Ford motioned to adjourn Executive Session; second by Councilman Alexander; motion passed 4-0. Councilwoman Gantt (Presiding Officer) did not participate in the vote.

Councilman Ford motioned to reconvene the Special Called Meeting; second by Councilman Blount; the motion passed 4-0. Councilwoman Gantt (Presiding Officer) did not participate in the vote.

City Attorney, Michael Williams stated that based on a recommendation of Legal Counsel, A. J. Welch, a motion would be in order to approve the Law Enforcement Services Agreement with Henry County as prepared by Counsel, and to authorize the Presiding Officer to sign agreement on behalf of the Council and Clerk to attest. Councilman Ford made a motion to approve; second by Councilman Blount; the motion passed 4-0. Councilwoman Gantt (Presiding Officer) did not participate in the vote.

Councilman Alexander motioned to adjourn; second by Councilwoman Robinson; the motion passed 4-0. Councilwoman Gantt (Presiding Officer) did not participate in the vote.

Respectfully submitted by:

Vanessa Holiday, City Clerk	Anthony S. Ford, Mayor Pro-Tem

CEREMONIAL

PROCLAMATION RECOGNIZING JANUARY 2015 AS HUMAN TRAFFICKING AWARENESS MONTH

Proclamation

Of the Honorable Stockbridge City Council

WHEREAS, human trafficking is a form of modern day slavery and is a crime against humanity that violates the most basic human rights; Florida has the third highest call volume to the National Human Trafficking Resource Center of all 50 states; and

WHEREAS, human trafficking occurs when an adult or child is recruited, harbored, obtained, or exported through force, fraud or coercion for the purposes of sexual exploitation, forced labor, involuntary servitude, debt bondage and other methods of slavery; and

WHEREAS, nationally, the criminal enterprise of human trafficking is second only to the illegal drug trade, in terms of the speed of its growth and being among the most lucrative; traffickers typically use multiple means to control their victims including: beatings, rape, isolation, drug or alcohol dependency, document withholding, and psychological and emotional abuse; and

WHEREAS, in the U.S. each year, as many as 100,000 – 300,000 American children are at risk of being trafficked for commercial sex; girls and boy in the commercial sex trade are as young as 11 years old; and

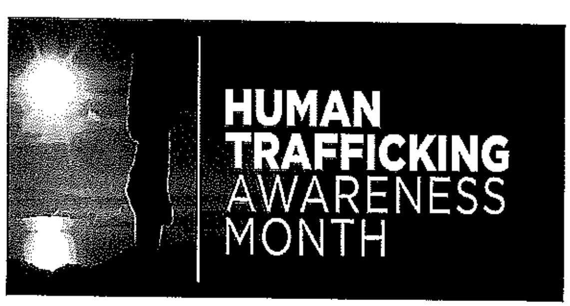
WHEREAS, through the Chasity House organization, our local community unites to combat this modern day slavery and brings together non-profits, government, and private sector businesses in prevention, prosecution, education and awareness efforts to restore freedom and dignity to survivors.

NOW, THEREFORE I, Anthony S. Ford, Mayor Pro-Tem of Stockbridge, by virtue of the authority vested in me by the laws of Stockbridge and Georgia, do hereby proclaim January 2016 as **Human Trafficking Awareness Month** in the City of Stockbridge along with Council Members Elton Alexander, John Blount, LaKeisha Gantt, and Neat Robinson, and encourage citizens to increase their understanding, awareness and action toward fighting the horrendous crime of human sex trafficking.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January, in the year of our Lord, two thousand sixteen, in the City of Stockbridge. Georgia.

Anthony S. Ford, Mayor Pro-Tem

Vanessa Holiday, City Clerk



PRESENTATION

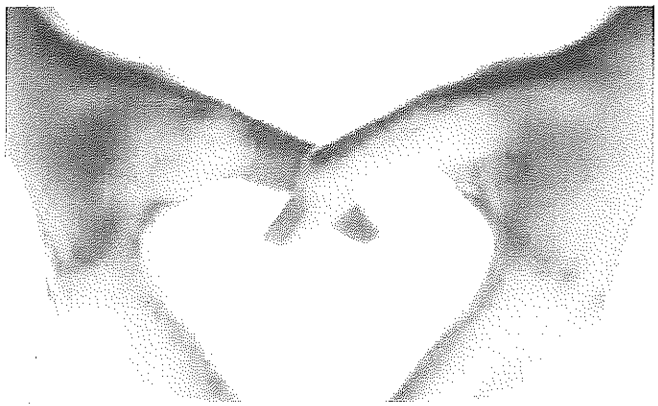
HANDS OF HOPE CLINIC
DIRECTOR
MOLLIE COLE

770-507-1344 Henry County's ONLY charitable medical and dental clinic

HANDS of HOPE CLINIC

Bringing Hope and Better Health to those we serve

HOME ABOUT US MEDICAL DENTAL HOW TO HELP FUNDING BLOG CONTACT



WHO WE ARE

In 1995 while conducting a door-to-door food ministry in Stockbridge, Janet Turner encountered many individuals in need of basic medical and dental care. She set about to organize a group of caring county citizens and organizations to plan, implement and raise funds to start Henry County's first and only charitable medical clinic.

In August 2004

Hands of Hope Clinic, Inc. saw its first patient in the fellowship hall of McDonough Presbyterian Church. Now located on the campus of Piedmont Henry Hospital, Hands of Hope Clinic, Inc. is staffed with an Executive Director and three paid employees. We operate out of a space donated by the hospital and hold medical clinics two nights each week, one weekly nurse clinic and dental clinics on Fridays.

We have over 100 doctors, dentists and nurses

As well as other ancillary medical and non-medical volunteers who lend their time, expertise and financial support in providing basic medical and dental care to those in need. The dental program addresses urgent dental problems, such as pain and infection. Since 2004, we've helped almost 4,000 patients through over 18,500 visits thanks to the support of our volunteers, donors and Piedmont Henry Hospital.

Only Charitable Clinic in all of Henry County

There is no doubt that many lives have been touched. We have seen health improve because diseases were discovered early, critical procedures or specialty consultations were arranged, and patients were able to secure essential medications to treat chronic conditions such as diabetes and hypertension.

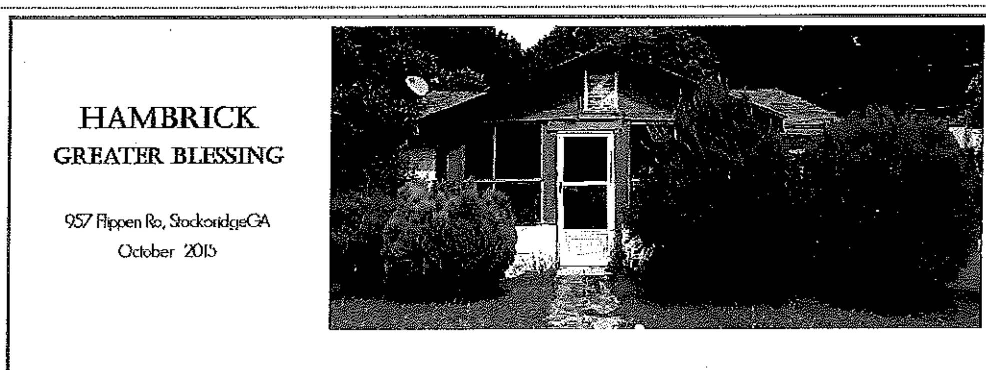
Hands of Hope Clinic, Inc. provides hope to many who otherwise would have none. Not only do we

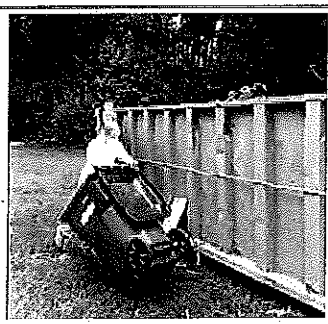
PRESENTATION

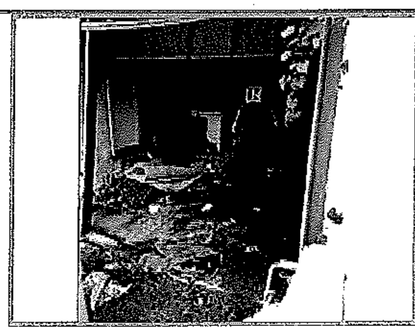
THE FULLER CENTER
FOR
HOUSING
VP OF CONSTRUCTION
D. WAYNE SMITH

Henry County Fuller Center for Housing, Inc.

The Fuller Center for Housing is an international, Christian nonprofit that builds and renovates houses in partnership with families in need. Homeowners work hand-in-hand with volunteers to build or renovate their homes, which they then pay for on terms they can afford, with no interest charged or profit made. This is charity with dignity and a building program that creates decent homes, restores neighborhoods and revitalizes communities.







River of Life Build - June 2013

River of Life Build

JUNE 27, 28, 29 in Hampton GA

Wesley Way United Methodist Church partners with Henry County Fuller Center

WORK SITES
9 Derrick Avenue (Painting, Porch Repair, Deck Repair)
95 Hampton Oaks Dr. (Painting, Porch Repair, Gen. Landscaping)
132 Hampton Oaks Dr. (Painting, Porch Repair, Gen. Landscaping)
162 Hampton Oaks Dr. (Roofing, Gen. Landscaping)

This is the 3rd year that Wesley Way UMC will be hosting their River of Life volunteers in Henry County. River of Life is a series of events held each summer aimed at enabling youth and adults, from many different churches, to come together to express the love of Jesus Christ by ministering in a particular local community.

MAKE A DIFFERENCE

Donate

SPONSOR

VOLUNTEER

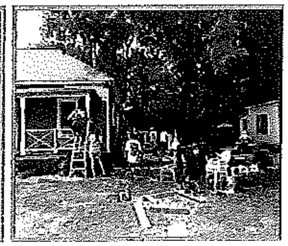
Sponsor A House/room
Donate Building Materials
Adopt-A-Room
Provide Lunch for Volunteers
Volunteer / Photography
Join a Committee

Find us on Facebook

Community Partners
Avalon Church
City Of Hampton
City of McDonough
Harvest Point UMC
McDonough Pres. Church

Browse Pictures Below





Shiloh Baptist Church
Turning Point Church
Wesley Way UMC
Wesley Chapel UMC

Sponsors/Donors

Aaron's Inc.
Atlas Roofing Corp.
Behr Paints
Brian Brakefield State Farm Insurance
Children's Healthcare of Atl.
Connecting Henry, Inc.
Great American Cookie Co L.Grove
Henry Co. Water Authority
Home Depot Of McDonough
Hooters of McDonough
Italian Oven
MomentunCC
O.B's BBQ
PODS Atlanta
Publix
RASTEC Roll-Off
Rotary Club of Henry County
Sam's Club
Season's Bistro
Skyline Prints
Southern Journal Magazine
Truett's Grill Jonesboro Rd.
Wal-Mart
Wells Fargo

Henry County Fuller Center for Housing, Inc.
PO BOX 714 McDonough, Georgia 30252
Contact: Chris Ragan (404) 597.4745
info@hcfullercenter.org
Website Administration: John Quinn

The Fuller Center is a registered 501c (3) non-profit organization.
The Fuller Center for Housing is a non-profit, ecumenical Christian housing ministry dedicated to eliminating poverty housing worldwide.

ITEM #1

COMMITTEE APPOINTMENTS

Finance Committee

The Finance Committee serves as a forum to review and recommend to the City Council significant City financial policies and to review and make recommendations on the City budget and any proposed amendments. It also serves as an audit committee to review the City's annual financial statements and report from the independent auditors. This Committee shall meet at minimum on a quarterly basis or as needed and shall submit quarterly financial reports to the Mayor and Council so that the citizens will be well informed of the City's financial status.

Public Works Committee

The Public Works Committee serves as a forum to review and recommend to the City Council significant public works policies. The Committee will also review the operations of the Water & Sewerage Department, Maintenance Department, and the Sanitation Department. The committee will provide periodic input on major projects occurring within the City and direction on methods for minimizing disturbances to residents and Public Works operations. They will maintain effective communications with area residents, implement project cost controls, and deal with other issues as necessary. The Committee will also interact with Public Works personnel to solicit their suggestions and input for maintaining and enhancing the City's facilities and infrastructure in order to provide the highest level of service to the community. This Committee shall meet as needed and shall submit a quarterly status report to the Mayor and Council.

Public Safety Committee

The Public Safety Committee serves as a forum to review and recommend to the City Council significant public safety policies that relate to the health, safety and welfare of the citizens of Stockbridge. The Committee will oversee the police, fire, and emergency management services provided by unincorporated Henry County. This Committee shall meet as needed and shall submit a quarterly status report to the Mayor and Council.

Community Relations Committee

The Community Relations Committee serves as a forum to review and recommend to the City Council significant community relations objectives. Responsibilities of this Committee will include but are not limited to the following: encouraging communication and participation between residents and City government; analyzing and identifying means of assuring continued cooperation among different groups; coordination of City events; creation of mechanisms to seek input from the citizens to obtain reactions to short and long range projects or policies; and, overview of the operations of the Code Enforcement Department. This Committee shall meet as needed and shall submit a quarterly status report to the Mayor and Council.

Building Committee

The Building Committee serves as a forum to review and recommend to the City Council policies and objectives that ensure the necessary maintenance of all City buildings and property. In addition, this Committee will make specific recommendations for additional buildings or land purchases. This Committee shall meet on a monthly basis or as needed and shall submit a quarterly report to the Mayor and Council.

ITEM #2

RESOLUTION TO APPROVE CONTRACTS FOR CITY HALL AND MUNICIPAL COURT BUILDING REPAIRS

RESOLUTION ________

A RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH CARLISLE SERVICES, LLC FOR THE PROVISION OF REPAIRS TO CITY HALL AND THE MUNICIPAL COURT BUILDING; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a contract for the provision of certain repairs at City Hall and the Municipal Court Building;

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the contract for solid waste services with Carlisle Services, LLC, attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this ____________day of ______________________ 2016.

____
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:

_________________________________ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, City Attorney

EXHIBIT A

CONTRACT

BID FORM

For

CITY OF STOCKBRIDGE

CITY HALL AND MUNICIPAL COURTHOUSE BUILDING DRAINAGE REPAIR AND MOISTURE REMEDIATION

Bid Date: November 10, 2015

Bid Time: 2:00PM

TABLE OF CONTENTS

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Stockbridge

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	10/26/2015

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and document son(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving ,or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means as scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item A. Unit Price Work:

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the items, including all overhead and profit for each type and unit of Work called for in these Bidding Documents.

Bidder acknowledges that unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder further acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided by Bidding Documents:

Item	Description	Quantity	Unit	Unit Price	Extended Total Amount
	City Hall Drainage Repair and Moisture Remediation				
1.	Gutters and Downspouts				
a.	4"x6" Aluminum gutter system complete - straight, equal to Peterson Aluminum, color to match existing roof.	42	LF	$ 48.362	$ 2031.19
b.	4"x6" Aluminum gutters system complete - curved,	72	LF	$ 100.919	$ 7266.16
c.	4" x 4" Aluminum Downspout system complete, equal to Peterson Aluminum, color to match existing roof.	110	LF	$ 21.597	$ 2375.74
d.	Cast Iron angular downspout boots including flexible coupling equal to J.R. Hoe and Sons	3	EA	$ 758.993	$ 2276.98
2.	Circular Planter Modifications				
a.	Remove existing river rock and all soil to the top of the planter wall footing.	1	LS	$ 9,194.80	$ 9,194.80
b.	Core holes for 6" PVC underdrain pipe	3	EA	$ 648.35	$ 1945.05
c.	Place waterproof liner in bottom of planter, seal around cored openings and light bases.	27	SY	$ 25.728	$ 694.66
d.	Remove existing underdrain, Seal existing underdrain outlet to lower level.	1	LS	$ 328.39	$ 328.39
e.	Install new 6" perforated PVC underdrain, wrapped in fabric with 6" minimum gravel	55	LF	$ 27.557	$ 1,515.63

Item	Description	Quantity	Unit	Unit Price	Extended Total Amount
	cover.				
f.	Backfill planter to level minimum 4" below finish floor, place filter fabric and replace river rock.	1	LS	$ 1,768.23	$ 1,768.23
3.	Yard Piping				
a.	6" PVC Drain Pipe installed including fittings, 2' minimum cover	65	LF	$ 35.208	$ 2,288.55
b.	8" PVC Drain Pipe installed including fittings, 2' minimum cover	90	LF	$ 40.531	$ 3,647.84
c.	8" Connection to existing drain structures	2	EA	$ 985.155	$ 1,970.31
d.	Removal and replacement of brick pavers on lower level at the southeast corner of the building.	1	LS	$ 3,157.55	$ 3,157.55
e.	Landscape removal and replacement	1	LS	$ 11,114.59	$ 11,114.59
f.	Bermuda Sod replacement	30	SY	$ 46.584	$ 1,397.53
g.	Erosion Control	1	LS	$ 253.87	$ 253.87
4.	Mold Remediation				
a.	Subsequent performance of remedial activities (cleaning/sanitizing with the use of vacuums equipped with high efficiency filters, and wet wiping techniques using an antimicrobial solution or cleaning agent, carpet cleaning or removal, HVAC evaluation, etc.) in the Record Retention room and the Hallway impacted by mold beneath the vinyl wallpaper.	1	LS	$ 13,893.24	$ 13,893.24
	Municipal Courthouse Building Drainage Repair and Moisture Remediation				
1.	Gutters and Downspouts				
a.	Cast Iron angular downspout boots including flexible coupling equal to J.R. Hoe and Sons for downspouts E1, E2, N1, N6, W1, W2, S1, S2 & S3 as noted on the Municipal Court Building Downspout Layout shown in the report. Item to include any downspout modification to install the downspout boot.	9	EA	$ 810.074	$ 7290.67
b.	6" corrugated downspout extension pipe to	40	LF	$ 4.516	$ 180.65

Item	Description	Quantity	Unit	Unit Price	Extended Total Amount
	extend drainage from downspouts S4, S5, S6 & S7.				
c.	Downspout adapters to connect existing downspouts to extension pipe.	4	EA	$ 34.4175	$ 137.67
2	Yard Piping				
a.	6" PVC Drain Pipe installed including fittings, 2' minimum cover	350	LF	$ 47.284	$ 16,549.52
b.	Structural fill material placement, compaction and grading to promote positive drainage away from building face around the landscaped portion of the building perimeter.	1	LS	$ 4,862.63	$ 4,862.63
c.	Landscape removal and replacement	1	LS	$ 22,229.18	$ 22,229.18
d.	Bermuda sod removal and replacement	135	SF	$ 4.447	$ 600.41
e.	Erosion control	1	LS	$ 323.33	$ 323.33
3.	Mold Remediation				
a.	Subsequent performance of remedial activities (cleaning/sanitizing with the use of vacuums equipped with high efficiency filters, and wet wiping techniques using an antimicrobial solution or cleaning agent, carpet cleaning or removal, HVAC evaluation, etc.) in the areas identified to have elevated spore concentrations.	1	LS	$ 11,367.19	$ 11,367.19

TOTAL UNIT PRICE AMOUNT $ 130,661.57

Note to Bidders: Bidder acknowledges that the amount shown is an estimated amount to be included in the Bid Total, and that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order.

Item B. Cash Allowances:

Bidder agrees that the following allowance, as further described in Measurement and Payment for additional work, will be furnished and paid for on a cash allowance basis.

Item	Description	Cash Allowance
1.	Replacement of interior finishes removed due to water intrusion in the City Hall Building	$5,000
2.	Contingency for additional tasks as directed by the Owner	$20,000.00

Bidder further acknowledges that the cash allowance includes only those costs described in accordance with paragraph 11.02.B of the General Conditions, and that all other costs associated with testing are included in the Unit Prices Bid.

TOTAL BASE BID, PART A PLUS PART B, THE AMOUNT OF

WRITTEN IN FIGURES $ 155,661.57

WRITTEN IN WORDS

One hundred and fifty-five thousand, six hundred and sixty-one

Dollars

and fifty-seven Cents

Unit Prices have been computed in accordance with Paragraph11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph14.07 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid Security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of 5 Project References;

E. List of all portions of the project that the Contractor will self-perform;

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. Contractor's License No.: *[or]* Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

H. Required Bidder Qualification Statement with Supporting Data;

I. Certificate of Insurance

J. Contractor Affidavit and Agreement

K. Subcontractor Affidavit

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed):______________________

By: ______________________
(Individual's signature)

Doing business as:______________________

A Partnership

Partnership Name:______________________

By: ______________________

(Signature of general partner--attach evidence of authority to sign)

Name (typed or printed):______________________

A Corporation

Corporation Name: (SEAL) Carlisle Services, LLC

State of Incorporation: GA

Type (General Business, Professional, Service, Limited Liability): LLC

By: [signature]

(Signature--attach evidence of authority to sign)

Name (typed or printed): Chase Carlisle

Title: Vice President

(CORPORATE SEAL)

Attest______________________

Date of Qualification to do business in GA is 12/31/2014.

A Joint Venture

Name of Joint Venture:

First Joint Venturer Name: (SEAL)

By: ____
(Signature of first joint venture partner--attach evidence of authority to sign)

Name (typed or printed):_________________________________

Title:____

Second Joint Venturer Name: (SEAL)

By: ____
(Signature of second joint venture partner--attach evidence of authority to sign)

Name (typed or printed):_________________________________

Title:____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 187 Oak Ave, Pine Mountain, GA, 31822

____

Phone No .Fax No. (P) 706-663-9277 (F) 706-663-9616

E-mail clay@disasterserv.com

SUBMITTED on November 10, 2015

State Contractor License No. GCCO000171.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Carlisle Services, LLC
187 Oak Ave., Pine Mountain, GA 31822
SURETY *(Name and Address of Principal Place of Business)*:
Great American Insurance Company
301 E 4th treet, Cincinnati, OH 45202
OWNER *(Name and Address)*:
CITY OF STOCKBRIDGE, GEORGIA
4640 North Henry Boulevard Stockbridge, GA 30281

BID

Bid Due Date: **11/10/2015**

Description *(Project Name and Include Location)*: **City Hall and Municipal Courthouse Building Drainage Repair and Moisture Remediation**

BOND

Bond Number:

Date *(Not earlier than Bid due date)*: **11/10/2015**

Penal sum **Five Percent of BId** (Words) $ **5%** (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Carlisle Services, LLC (Seal)	**Great American Insurance Company** (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: ______ Signature	By: ______ Signature (Attach Power of Attorney)
Thomas D Carlisle Jr Print Name	**Christy Lackey** Print Name
President Title	**Attorney In Fact** Title
Attest: ______ Signature	Attest: ______ Signature
Office Manager Title	**Account Manager** Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET ® CINCINNATI, OHIO 45202 ® 513-369-5000 ® FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20499

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
MADALYN H. SEIFFERT	CARRIE J. KEY	ALL OF	ALL
BARRY C. SELLARS	KEITH H. DILLON	MARIETTA, GEORGIA	$100,000,000
R. STAN HODGES, JR	EMMETT H. HALL		
CAROLYN F. SMITH	CHRISTY LACKEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of AUGUST , 2015 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of AUGUST , 2015 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of November , 2015.

Assistant Secretary

BID Comparison
City Hall and Municipal Courthouse Building Drainage Repair and Moisture
CITY OF STOCKBRIDGE, GEORGIA

Item No.	Description	Qty.	Unit	Carlisle Services - Initial Bid: Unit Price	Carlisle Services - Initial Bid: Extended Price	Group Items to compare bids	Carlisle Services - 2nd Bid: Unit Price	Carlisle Services - 2nd Bid: Extended Price				Increase	Decrease
	City Hall Drainage Repair and Moisture Remediation												
1	Gutters and Downspouts												
a.	4"x6" Aluminum gutter system complete - straight, equal to Peterson Aluminum, color to match existing roof.	42	LF	$48.36	$ 2,031.20			$ 16,700.00		$ 7,026.96	Significant Increase in gutter system	$ 7,026.96	
b.	4"x6" Aluminum gutters system complete - curved,	72	LF	$100.92	$ 7,266.17								
c.	4" x 4" Aluminum Downspout system complete, equal to Peterson Aluminum, color to match existing roof.	110	LF	$21.60	$ 2,375.67	$ 11,673.04							
d.	Cast Iron angular downspout boots including flexible coupling equal to J.R. Hoe and Sons	3	EA	$758.99	$ 2,276.98			$ 1,918.40		$ (358.58)	slight decrease on boots		$ 358.58
2	Circular Planter Modifications												
a.	Remove existing river rock and all soil to the top of the planter wall footing.	1	LS	$9,194.80	$ 9,194.80				$ 23,655.00	$ (1,164.75)	slight decrease in drainage system		$ 1,164.75
b.	Core holes for 6" PVC underdrain pipe	3	EA	$648.35	$ 1,945.05			$ 385.00		$ (1,560.05)	Decreased		$ 1,560.05
c.	Place waterproof liner in bottom of planter, seal around cored openings and light bases.	27	SY	$25.73	$ 694.66								
d.	Remove existing underdrain, Seal existing underdrain outlet to lower level.	1	LS	$328.39	$ 328.39								
e.	Install new 6" perforated PVC underdrain, wrapped in fabric with 6" minimum gravel cover.	55	LF	$27.56	$ 1,515.64								
f.	Backfill planter to level minimum 4" below finish floor, place filter fabric and replace river rock.	1	LS	$1,768.23	$ 1,768.23								
3	Yard Piping												
a.	6" PVC Drain Pipe installed including fittings, 2' minimum cover	65	LF	$35.21	$ 2,288.52			$ 23,655.00					
b.	8" PVC Drain Pipe installed including fittings, 2' minimum cover	90	LF	$40.53	$ 3,647.79								
c.	8" Connection to existing drain structures	2	EA	$985.16	$ 1,970.31								
d.	Removal and replacement of brick pavers on lower level at the southeast corner of the building.	1	LS	$3,157.55	$ 3,157.55								
e.	Landscape removal and replacement	1	LS	$11,114.59	$ 11,114.59			$ 3,250.00					
f.	Bermuda Sod replacement	30	SY	$46.58	$ 1,397.52	$ 12,512.11				$ (9,262.11)	significant decrease		$ 9,262.11
g.	Erosion Control	1	LS	$253.87	$ 253.87	$ 24,819.75							
	Pump Wagon and Concrete (broken our in 2nd bid)				$ -			$ 2,189.00		$ 2,189.00	Not listed in first bid	$ 2,189.00	
4	Mold Remediation												
a.	Subsequent performance of remedial activities (cleaning/sanitizing with the use of vacuums equipped with high efficiency filters, and wet wiping techniques using an antimicrobial solution or cleaning agent, carpet cleaning or removal, HVAC evaluation, etc.) in the Record Retention room and the Hallway Impacted by mold beneath the vinyl wallpaper.	1	LS	$13,693.00	$ 13,693.00			$ 9,000.00		$ (4,893.00)	Significant Decrease		$ 4,893.00
	Municipal Courthouse Building Drainage Repair and Moisture Remediation												
1	Gutters and Downspouts												
a.	Cast Iron angular downspout boots including flexible coupling equal to J.R. Hoe and Sons for downspouts E1, E2, N1, N6, W1, W2, S1, S2 & S3 as noted on the Municipal Court Building Downspout Layout shown in the report. Item to include any downspout modification to install the downspout boot.	9	EA	$810.07	$ 7,290.67			$ 2,877.60	$ 6,177.60	$ (1,431.38)	Decrease		$ 1,431.38
b.	6" corrugated downspout extension pipe to extend drainage from downspouts S4, S5, S6 & S7.	40	LF	$4.52	$ 180.64								
c.	Downspout adapters to connect existing downspouts to extension pipe.	4	EA	$34.42	$ 137.67	$ 7,608.98							
	Gutter Modifications - 2nd bid							$ 3,300.00					

CITY OF STOCKBRIDGE, GEORGIA

Item No.	Description	Qty.	Unit	Carlisle Services - Initial Bid: Unit Price	Carlisle Services - Initial Bid: Extended Price	Group Items to compare bids	Carlisle Services - 2nd Bid: Unit Price	Carlisle Services - 2nd Bid: Extended Price				
2	Yard Piping											
a.	6" PVC Drain Pipe Installed including fittings, 2' minimum cover	350	LF	$47.20	$ 16,549.51			$ 18,563.12	$ 18,926.12	$ (2,809.35) decrease		$ 2,809.35
b.	Structural fill material placement, compaction and grading to promote positive drainage away from building face around the landscaped portion of the building perimeter.	1	LS	$4,662.63	$ 4,662.63	$ 21,735.47						
	Concrete (in 2nd bid)							$ 363.00				
c.	Landscape removal and replacement	1	LS	$22,229.19	$ 22,229.19	$ 22,829.60		$ 2,750.00		$ (20,079.60) decrease		$ 20,079.60
d.	Bermuda sod removal and replacement	135	SF	$4.45	$ 600.41							
e.	Erosion control	1	LS	$323.33	$ 323.33							
3	Mold Remediation											
a.	Subsequent performance of remedial activities (cleaning/sanitizing with the use of vacuums equipped with high efficiency filters, and wet wiping techniques using an antimicrobial solution or cleaning agent, carpet cleaning or removal, HVAC evaluation, etc.) in the areas identified to have elevated spore concentrations.	1	LS	$11,367.19	$ 11,367.19			$ 8,000.00		$ (3,367.19) decrease		$ 3,367.19
	Disposal				$ -			$ 1,243.00		Construction Related	$ 9,215.96	$ 44,926.00
	Admin costs							$ 4,550.00				
	Bond Cost							$ 3,300.00				
	Travel							$ 5,940.00				
	Supervision							$ 9,360.00	$ 24,393.00	$ 24,393.00 Increase	$ 24,393.00	
	Sub Total										$ 33,608.96	$ 44,926.00
	Add 15% contingency											
	Total Construction Cost				$ 130,661.17			$ 119,344.12				
	Cash Allowances											
a.	Replacement of Interior Finishes Removed Due to Water Intrusion in City Hall Building	1	LS	$5,000.00	$ 5,000.00		$5,000.00	$ 5,000.00				
b.	Contingency for Additional Tasks Directed by the Owner	1	LS	$20,000.00	$ 20,000.00		$20,000.00	$ 20,000.00				
	Grand Total Construction Cost				$ 155,661.17			$ 144,344.12		$ (11,317.05)		

JACOBS

ITEM #3

RESOLUTION

IN SUPPORT OF

HENRY COUNTY

GO! TRANSIT

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. _________

A RESOLUTION EXPRESSING SUPPORT FOR HENRY COUNTY'S APPLICATION TO THE STATE ROAD AND TOLLWAY AUTHORITY FOR THE GO! TRANSIT CAPITAL PROGRAM

WHEREAS, Henry County, Georgia is making application to the State Road and Tollway Authority (SRTA) for eligible transit projects under the GO! Transit Capital Program;

WHEREAS, the County has requested that the City of Stockbridge express its support in the County's efforts in making such Application;

WHEREAS, the Mayor and Council believe that Application for such funds is in the best interest of the County and the City, and their citizens;

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

Section 1. **Expression of Support** – The Mayor and Council of the City of Stockbridge supports Henry County's efforts in making application to the State Road and Tollway Authority (SRTA) for eligible transportation projects under the Go! Transit Capital Program.

Section 2. **Documents** – The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 3. **Severability** - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

Section 4. **Repeal of Conflicting Provisions** - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 5. **Effective Date** - This Resolution shall be effective immediately upon the date of its adoption by the City Council and Mayor as provided in the City Charter.

[Signatures on following page.]

SO BE IT RESOLVED this ____________ day of ______________________ 2016.

____
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:

_________________________________ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, City Attorney

ITEM #4

RESOLUTION ENCOURAGING BUSINESS COMMUNITY TO CONSIDER (CID) COMMUNITY IMPROVEMENT DISTRICTS

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. ________

A RESOLUTION ENCOURAGING THE BUSINESS COMMUNITY WITH THE STOCKBRIDGE AREA TO CONSIDER THE CREATION OF COMMUNITY IMPROVEMENT DISTRICTS

WHEREAS, pursuant to Article IX, Section VII of the Constitution of the State of Georgia, the General Assembly may by local law create one or more community improvement districts for any county or municipality or provide for the creation of one or more community improvement districts by any county or municipality;

WHEREAS, the purpose of a community improvement districts is allow the business community to organize and self-impose a levy to fund the provision of any one or more of the following governmental services and facilities: (1) Street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads; (2) parks and recreational areas and facilities; (3) storm water and sewage collection and disposal systems; (4) development, storage, treatment, purification, and distribution of water; (5) public transportation; (6) terminal and dock facilities and parking facilities; and (7) such other services and facilities as may be provided for by general law;

WHEREAS, in addition to the written consent of the City Council, any local legislation creating a community improvement district requires the written consent of:

(A) A majority of the owners of real property within the community improvement district which will be subject to taxes, fees, and assessments levied by the administrative body of the community improvement district; AND

(B) The owners of real property within the community improvement district which constitutes at least 75 percent by value of all real property within the community improvement district which will be subject to taxes, fees, and assessments levied by the administrative body of the community improvement district; and for this purpose value shall be determined by the most recent approved county ad valorem tax digest;

WHEREAS, the Mayor and Council believe that the establishment of one or more community improvement districts within the Stockbridge area may prove beneficial and in the best interest of the City, and its citizens;

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

Section 1. **Expression of Encouragement** – The Mayor and Council of the City of Stockbridge hereby encourages the business community of the

Stockbridge area to consider the establishment of one or more community improvement districts and to organize itself accordingly.

Section 2. **Documents** – The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 3. **Severability** - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

Section 4. **Repeal of Conflicting Provisions** - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 5. **Effective Date** - This Resolution shall be effective immediately upon the date of its adoption by the City Council and Mayor as provided in the City Charter.

SO RESOLVED, this the ____________ day of January, 2016.

CITY OF STOCKBRIDGE, GEORGIA

ANTHONY S. FORD, MAYOR PRO TEM

ATTEST:

VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:

MICHAEL, WILLIAMS CITY ATTORNEY

ITEM #5

RESOLUTION AUTHORIZING THE 2016 GEORGIA CLASSIC MAIN STREE PROGRAM MEMORANDUM OF UNDERSTANDING

RESOLUTION

A RESOLUTION AUTHORIZING THE ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF COMMUNITY AFFAIRS WITH RESPECT TO THE MAINSTREET PROGRAM; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a memorandum of understanding with the Department of Community Affairs with respect to the Mainstreet Program;

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the memorandum of understanding with the Department of Community Affairs, attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this ______________day of ________________________ 2016.

____
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:

_____________________________________ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, City Attorney

EXHIBIT A

Memorandum of Understanding

Georgia® Department of Community Affairs

December 4, 2015

RECEIVED 12/7/15

To Whom It May Concern:

Enclosed you will find a copy of the 2016 Georgia Classic Main Street Program Memorandum of Understanding. As per the National Main Street Center requirements all accredited Main Street cities must have a current signed MOU agreement on file with the Georgia Department of Community Affairs in order to retain the use of the Main Street name.

The enclosed document must be signed by the Mayor, Board Chair and local Manager and returned to DCA by no later than **February 15, 2016**. Failure to comply may result in probationary status or loss of accreditation for the local Main Street program in 2016.

As per this MOU agreement the local municipality is required to notify the Office of Downtown Development within one week of any Downtown Director Vacancy. If at any point during the 2016 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature to DCA, clarifying that person's understanding of the requirements of the this relationship.

Regards,

Jessica Reynolds,
Director, Office of Downtown Development &
Georgia Main Street Program
Georgia Department of Community Affairs

Georgia® Department of Community Affairs
DOWNTOWN DEVELOPMENT

2016 Georgia Classic Main Streets Memorandum Of Understanding

MOU

1/1/2016

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Jessica Reynolds, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 15, 2016.

GEORGIA MAIN STREET

National Main Street Center
a subsidiary of the National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM

MEMORANDUM OF UNDERSTANDING

2016 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of , Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2016. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
   A. A copy of these boundaries should remain on file with DCA at all times.
   B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
   A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
   B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the region. The program manager's salary must be paid in excess of minimum wage.
   C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
   D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
   A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
   B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
   C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
   A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
      i. Business license data
      ii. Building permit data
      iii. Property tax data
      iv. Geographic Information Systems data (mapping support when available)
   B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes when possible. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
   A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
   B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2016).
   C. A copy of the work plan should be on file and updated with DCA monthly as part of the monthly reporting process.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
   A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
   B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
   C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager.
6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
   A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
   B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
   C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANANGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
   A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
   B. Participate in occasional surveys by DCA related to Main Street Programming.
   C. Provide documentation of all meetings, work plans, budgets, job descriptions, mission and vision statements for the organization.
   D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
   E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
   A. One representative from the local program should attend at least one Regional Managers meeting in 2016.
   B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
   C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.*

A current list of training opportunities through DCA can be obtained at any time from the agency.

3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 12 months of employment in the local community.
6. Provide regular updates between the local Main Street Program and the Community.
   A. Managers are encouraged to provide at least quarterly reports to the local government.
   B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
   A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
   B. DCA will offer six Regional Managers Meetings statewide in 2016.
   C. DCA will offer four Main Street 101 workshops and two Main Street 201 workshops throughout the year related to the Main Street Approach™
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
   A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
   B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
   C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
   A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
   B. DCA may assist in training local staff or volunteers in the reporting process.
   C. DCA will provide unlimited telephone consultations with local programs.
   D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2016.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up Program process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2016 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA CLASSIC MAIN STREET PROGRAM

MEMORANDUM OF UNDERSTANDING: 2016 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): ______________________________

______________________________ ______________________________
Mayor/Chief Elected Official's Signature — Date

______________________________ ______________________________
Printed Name — Date Term Expires

MAIN STREET BOARD OF DIRECTORS

______________________________ ______________________________
President/Board Chairperson's Signature — Date

Gaye Burton — Dec. 31, 2016
Printed Name — Date Term Expires

DOWNTOWN MANAGER

Kira Harris Braggs ______________________________
Manager's Signature — Date

Kira Harris-Braggs — July 1, 2014
Printed Name — Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA CLASSIC MAIN STREET PROGRAM

______________________________ ______________________________
Director's Signature — Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

ITEM #6

RESOLUTION AUTHORIZING THE COUNCIL TO VOTE DURING THE WORK SESSION MEETINGS

RESOLUTION NO. __________

A RESOLUTION RECOGNIZING THAT THE CITY COUNCIL MAY ALLOW VOTES DURING REGULARLY SCHEDULED WORK SESSIONS

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds, and

WHEREAS, Section 3.13(a) of the Charter provides that the City Council shall hold regular meetings at such times and places as prescribed by ordinance;

WHEREAS, the City Council has previously established a schedule of regular meetings which schedule includes regularly scheduled work sessions;

WHEREAS, state law provides that the City Council may conduct business at any time a regular quorum is present provided that he requirements of the Open Meetings Act have been met;

WHEREAS, the City Council by custom has not voted during its work sessions;

WHEREAS, there is a desire among members of the City Council to allow votes to be taken more frequently than once per month as is currently anticipated based on the number of regular sessions which are shown on the current schedule of meetings; and

WHEREAS, it has been proposed that votes be allowed to be taken during regularly scheduled work session of the City Council;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. **Voting During Work Sessions.** Voting shall be allowed during regularly scheduled work sessions of the City Council of the City of Stockbridge.

SECTION 2. **Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. **Approval of Execution.** The Mayor, City Clerk and City Treasurer are hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. **Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this resolution, subject to approval as to form by the City Attorney.

SECTION 5. **Effective Date**. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO RESOLVED this ________ day of __________________, 2016.

____
ANTHONY S. FORD, MAYOR PRO TEM

ATTEST:

_________________________ (SEAL)
VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, CITY ATTORNEY

ITEM #7

RESOLUTION APPROVING THE POLICY FOR BOARD APPOINTMENTS FOR THE CITY OF STOCKBRIDGE

RESOLUTION NO. __________

A RESOLUTION TO ADOPT AN INTERIM POLICY REGARDING THE APPOINTMENT OF PERSONS TO THE VARIOUS BOARDS AND AUTHORITIES OF THE CITY OF STOCKBRIDGE

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds;

WHEREAS, the City Council desires to establish a fair and neutral procedure for the consideration of persons to be appointed to the various boards and authorities of the City of Stockbridge;

WHEREAS, there currently exist a number of vacancies on several of the City's boards and authorities which require immediate attention; and

WHEREAS, the Council believes it to be prudent to establish an interim policy regarding the appointment of persons until such a time as a more comprehensive policy can be established;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. **Approval of Agreement.** The Interim Board Appointment Policy attached hereto as Exhibit A is hereby approved.

SECTION 2. **Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. **Authorization of Execution.** The Mayor or Mayor Pro Tem is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. **Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. **Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO BE IT RESOLVED this ____________ day of ______________________ 2016.

____
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:

______________________________ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, City Attorney

EXHIBIT A

INTERIM BOARD APPOINTMENTS POLICY

For the vacancies that exist on the City City's boards, committees and commissions as of January 20, 2016, the following procedures shall be followed by the City Council to evaluate persons to fill such vacancies:

1. The City Clerk shall publicize vacancies on boards, committees and commissions for a period of two weeks. Interested persons shall submit an application for such vacancies.

2. The Council or any members thereof may solicit qualified citizens for consideration. Solicited candidates shall also submit an application for such vacancies.

3. Applications received shall only be for the vacancies existing as of January 20, 2016. After such vacancies of filled, all new vacancies shall be filled in accordance with a new policy to be established by the City Council.

4. After the close of the two week period, the list of persons who submitted applications shall be compiled by the City Clerk. The City Clerk is authorized to administratively disqualify applications which do not meet any required conditions for service on any board, committee or commission.

5. No person shall be eligible for service if such person owes any funds to the City.

6. It is the City Council's policy not to appoint City employees to any board, committee, or commission.

7. The City Council reserves the right to accept or reject any and all applications in its sole discretion. It shall not be required to fill any vacancies solely from the applications it receives.

8. The City Council reserves the option of interviewing candidates for such vacancies.

9. The City Council will consider the applications and make appoints by a majority vote.

Procedures for Appointment to Boards

1. The City Clerk shall administratively publicize vacancies on boards, committees and commissions in advance of terms expiring to ensure appointment by Council prior to the termination date of the term.

2. The City Clerk shall establish a cutoff date (usually a 30 day period) and if an unqualified number of applications are received and/or unqualified number of applications received due to the residency requirements, then the City Clerk will administratively republicize for the additional time period, prior to beginning an agenda item to the assigned committee.

3. In addition to the publicizing procedures, the City Clerk shall administratively solicit interested citizens through professional organizations when appropriate.

4. After receipt of a resignation (within six months) or if an appointee cannot be contacted or does not come in to be sworn in – then the City Clerk shall submit to the appropriate committee the same applicants (previously submitted) for a new appointee/appointments.

5. When a term with six months or less remaining is filled, then at the expiration date of the term the name of the appointee will be submitted to the appropriate committee for nomination for reappointment, and/or publicizing of vacancy.

6. The City Clerk has been authorized to administratively disqualify applications which do not meet the required "publicized vacancy" on various boards, commissions, and committees, i.e. residency, minority, non-minority, and category requirements.

7. Citizens will be required to sign a commitment of service when appointed to various boards, committees or commissions.

8. Boards, committees and commissions (staff representative) shall submit to the City Clerk's Office a one-year attendance report

covering the fiscal year July to June and calendar year January to December; and in turn the City Clerk will compile these reports into an agenda item for submission to the Council.

9. The City Clerk has been authorized to verify property tax status for applicants to boards, committees and commissions. Property taxes must be current. County and City taxes must not reflect any delinquencies before an application is submitted. For persons appointed to the Board of Adjustment and Durham Planning Commission, property taxes must remain non-delinquent. If the member's taxes become delinquent during the term of the appointment, the member shall be allowed up to 30 days to bring the taxes current.

10. Persons applying for appointment to a Board, Committee or Commission shall be in compliance with all codes, ordinances and regulations that the particular board, committee or commission enforces. The City Council shall not consider the application if the person fails to comply with the provision.

Members of boards, committees or commission shall be in compliance with all codes, ordinances and regulations enforced by their particular board, committee or commission. The City Council may remove a member from his or her board, committee or commission for failure to comply with the provision.

11. Citizens may serve only two consecutive terms on boards, committees or commissions except for members of the Design District Review Team and the Raleigh-Durham Airport Authority who are subject to serving three consecutive terms.

12a. Mayoral Appointments to Certain Boards and Commissions
The Mayor shall be entitled to make a recommendation for Council approval for one citizen appointment to each of the boards and commissions listed below and to other boards or commissions that the Mayor may add to this list from time to time as described in (b) below. These appointments, although subject to approval by the City Council, shall be termed "Mayor's appointee(s)" in these procedures. Only one Mayor's appointee shall serve at any one time on a board or commission.

Durham Board of Adjustment
Convention and Visitors Bureau Board of Directors
Durham Housing Authority
Housing Appeals Board
Passenger Vehicle for Hire Commission
Durham Convention Center Authority
Raleigh-Durham Airport Authority
Durham Area Transit Authority
Recreation Advisory Commission

Durham Historic Preservation Committee
Human Relations Commission
Workforce Development Board
Durham Open Space and Trails Commission
Durham Youth Commission

b. Additions to List
Should the Mayor wish to make appointments to boards or commissions not listed above, the Mayor shall inform the City Clerk in writing. Boards and commissions may be added to the list above if they include more than one City Council appointee, and such appointments generally occur at least every two years.

c. Process of Appointment and Reappointment
The City Clerk shall inform the Mayor and the City Council of the expiration of the term of a current Mayor's appointee, and of the availability of a vacancy on a board or commission listed in 12(a) above on which a Mayor's appointee does not currently serve. The Mayor shall have 25 days from the date of the expiring term of the Mayor's appointee or of a new vacancy proposed to be filled by a Mayor's appointee to nominate a person, either an incumbent or a new nominee, for consideration by the City Council for the position. The Mayor may decline at any time to make a nomination. If the Mayor does not make a nomination, or in the event the Council does not approve the nominee, applicants shall be sought using the Council's normal recruitment process.

d. Length of Term and Term Limits
The term of the Mayor's appointee shall correspond to the term established by law or ordinance, interlocal agreement, or other controlling authority for the board or commission. In addition, the number of consecutive terms which may be served by the Mayor's appointee shall be as otherwise provided for all appointees to the board or commission. If there are no limits established by law, ordinance, interlocal agreement, or other controlling authority, then, notwithstanding any limitation that may exist for Council appointees to boards and commissions, the Mayor's appointee may be nominated for, and reappointed for, an unlimited number of terms. If the Mayor's appointee for a particular board has exceeded two terms, the Council shall be informed of such at the time of voting on the appointment.

(Note to Paragraph d: The following are the boards from the list in (a) above that, as of April 1, 2008 do not have limitations on number of terms that can be served:

Convention and Visitors Bureau Board of Directors (two-year term)
Durham Housing Authority (five-year term)
Housing Appeals Board (three-year term)
Passenger Vehicles for Hire Commission (three-year term)
RDU Airport Authority (two-year term)

Human Relations Commission (three-year term)
Workforce Development Board (two-year term)
Durham Youth Commission (one-year term)

e. Modification by City Clerk
The City Clerk, after consultation with the City Attorney, shall be authorized to administratively modify the lists in Paragraphs 12(a) and 12(d) above to reflect boards and commissions newly identified by the Mayor as additions to 12(a), and to reflect changes in law, ordinance, interlocal agreements, and other controlling authority that may alter the list in note 12(d) above. Notice of any such changes shall be given in writing to all Council members.

13. Citizens must serve one full term before they are eligible to apply to any other board, committee or commission, except in unusual circumstances. Citizens must wait one (1) full term before reapplying to a board, committee or commission.

14. Appointments of citizens to advisory boards, committees and commission shall be representative of the race and sex of the population of Durham when possible.

15. Citizens may serve on only one board, committee or commission (as a City Council Appointee).

16. Citizens appointed should be residents of the City of Durham except for those committees where there is a county residency designation.

17. Applications for boards, committees and commissions, which have requirements for special areas of knowledge, should be considered in that light.

18. The City Clerk notifies appointees whose terms are expiring so that they may re-apply, if eligible and willing to serve.

19. The City Council expects all its appointees to boards, committees and commissions to attend all regularly scheduled board meetings.

20. Members of a board, committee or commission shall attend at least 50 percent of the meetings in a given 12-month period. It shall be the policy of the City Council to remove that appointee in the absence of his/her showing good cause, and to make another appointment. This paragraph shall not apply to members of the Human Relations Commission, who are subject to the attendance requirements of Section 34-108(e) of the City Code or boards, committees and commissions that have their attendance requirements addressed through by-laws or interlocal agreement.

21. The City Clerk shall inform all board, committee or commission

appointees of this attendance policy.

22. When an attendance report submitted to Council shows that a member of a board has not complied with the attendance policy, the City Clerk shall notify the chair of the board in writing regarding the member's lack of attendance. Further, when the subsequent attendance report submitted to Council shows that same member of the board has not complied with the attendance policy, the City Clerk shall notify the board member in writing that such member has been removed from the board.

23. It is the City Council's policy not to appoint City employees to any board, committee, or commission.

24. All boards, committees and commissions will submit a written report (concise) in review of the 12 months to the Council in January of each year consisting of the following components:

a) what was done that made a difference;
b) the proposed plans and objectives for the upcoming 12-month period; and
c) what type of resources (if any) may be needed in pursuing upcoming plans and goals, so that we are better able to anticipate future needs.
d) Annual Attendance Report of attendees.

25. All boards, committees and commissions will keep minutes of meetings and furnish to the City Clerk a copy of the approved minutes within 15 days after the next meeting of the body.

Revised by Council on November 2, 1998
Revised by Council on November 19, 2001
Revised by Council on November 4, 2002
Revised by Council on December 16, 2002
Revised by Council on March 3, 2003
Revised by Council on February 21, 2005
Revised by Council on April 2008
Revised by Council on June 15, 2009
Revised by Council on March 19, 2012

Contact Us

D. Ann Gray, MMC, NCCMC
City Clerk
Email

City Clerk's Office
101 City Hall Plaza
Durham, NC 27701

Phone: 919-560-4166
TTY: 919-560-4809
Fax: 919-560-4835

Staff Directory

Staff Customer Survey Form

Court Dates & Appearances, Traffic Tickets & Jury Duty
Call the Durham County Clerk of Court: 919-808-3000

Deeds, Marriage Licenses, Birth & Death Certificates
Call the Durham County Register of Deeds: 919-560-0480

City of San José, California

COUNCIL POLICY

TITLE CONSOLIDATED BOARD AND COMMISSION POLICIES	PAGE A1 of 3	POLICY NUMBER 0-4
EFFECTIVE DATE Various	REVISED DATE	
APPROVED BY COUNCIL ACTION		August 28, 1990: Item 7d(4)

APPOINTMENTS TO BOARDS AND COMMISSIONS

Previous Policy No. 0-4
Approved: August 28, 1984: Item 8b(2)
Amended: November 20, 1990 - Item No. 7d(1)
Amended: February 19, 1991 - Item No. 7b(6)

Background: It is the duty of the City Council to appoint persons to the various City Boards and Commissions. Since policies and customs previously had not been totally defined in any one document, the City Council approved the establishment of a policy stating procedures necessary to efficiently make appointments to Boards and Commissions, and to acknowledge official services to the City by the Commissioners.

Purpose: The purpose of this policy is to provide Council Members and Rules Committee Members with a systematic procedure for accepting and reviewing applications from persons interested in serving on Boards and Commissions and to establish a process for the Council to make appointments to the various Boards and Commissions. This policy will also provide a procedure whereby the Council is informed of the membership status of Boards and Commissions and an appointee's service to the City is acknowledged in an official manner.

Policy

1. A roster of Board and Commission members shall be maintained by the City Clerk. The roster shall show the first appointment date of each appointee, and the term expiration date.

2. The City Clerk shall provide an application form, a Guide to Applicants, and a job description of each Commission. All persons wishing to serve on a Commission, including current Commissioners who wish to be reappointed, must file an application. All appointees to Boards and Commissions must be San José residents. In specific cases where a qualified San José resident cannot be found to fill the position, the Council may authorize a non-resident.

3. Applications more than one year old will be discarded.

4. The City Clerk shall report to the City Council quarterly any vacancies that exist, or terms that will expire within the next sixty days. Copies of such notices shall be sent to the secretaries of Boards or Commissions listed therein. When a vacancy exists, the Clerk shall place a notice of said vacancy on four consecutive Council agendas.

5. Upon receipt of notice that a vacancy exists, the Rules Committee shall, as soon as possible, recommend a candidate to the City Council.

6. It is the policy of the City Council that members of Boards and Commissions shall not be appointed to more than two full terms.

7. Resignations from Boards and Commissions may be submitted directly to the City Council or to the City Council through the Board or Commission. Secretaries shall notify the City Clerk of vacancies occurring due to the "automatic resignation" provision of the San José Municipal Code Section 2.08.070 which reads, in part:

   "The office of a member of any Board, Bureau or Commission, other than the Planning Commission and the Civil Service Commission, shall become vacant, and the incumbent holder of such office shall be deemed to have automatically resigned therefrom if the incumbent holder of such office has unexcused absences from any three consecutive meetings of the Board, Bureau or Commission of which such person is a member, or if he/she is absent more than twenty percent (20%) from such meetings in any calendar year due to unexcused absences. For purposes of this section, an unexcused absence shall mean an absence for other than the following reasons: illness of the member, or illness or death of his/her spouse, parent, child, brother or sister, or he/she is away on authorized Board, Bureau or Commission business . . . "

8. Criteria for suitable awards for members of Boards and Commissions:

   A. The City Clerk shall prepare a plaque for members of Boards or Commissions who have served for at least one year and who have not been reappointed to that Board or Commission.

   B. No plaque or resolution shall be prepared if a person ceases to be a member of a Board or Commission for any reason set forth in SJMC Section 2.08.060 or 2.08.160, except resignation or ineligibility, nor shall a plaque or resolution be prepared if the vacancy occurs because of insufficient attendance.

   C. Plaques shall be prepared and presented to all Board and Commission Members that a City Council appointments. The criteria is that the Board or Commission Members must have submitted a written application and be interviewed, and/or elected, and appointed by the City Council.

9. Generally, recommendations for appointment to the Airport, Civil Service, Fine Arts and Planning Commissions are not made by the Rules Committee. The City Council holds public interviews of the applicants using the following procedure: Upon receipt of an application for the Airport, Civil Service, Fine Arts or Planning Commission, the City Clerk shall make a copy of the application for each member of the City Council and keep the original. After review of the applications, each Council Member shall notify the Clerk in writing of the applicants he/she wishes to interview. If four Council Members indicate they would like to interview the same applicant, the Clerk shall contact the applicant to notify him/her of the time, place and date of the interview. If no single applicant is selected by four members of the Council, then the City Clerk shall choose the top five applicants selected for interview by members of the Council.

   At the Council meeting at which the interviews are held, the Clerk shall supply the Council Members with a ballot containing the names of all the applicants to be interviewed. Upon completion of the interviews, each Council Member shall mark his/her selection of applicant on the ballot. The Clerk shall publicly read the votes of the Council Members, and the applicant(s) receiving the most Council votes (over six) shall be appointed. If there are two or more vacancies, and more than two applicants receive more than six votes, then the applicants receiving the highest number of votes shall be appointed. In the case of a tie, a second balloting shall take place.

10. The Youth Commission consists of eleven members. One member shall be selected from each Council district and shall be a resident of that Council district; and one member shall be selected at large and shall be a resident of the City of San José. They shall reflect as nearly as reasonably possible the diverse, demographic characteristics of the youth population of the City. Eligibility requirements and terms of office are detailed in Sections 2.08.1640 and 2.08.1650, respectively, of the San José Municipal Code.

11. Appointment Process: The following appointment process is applicable to all Board and Commission vacancies except the Airport Commission, the Civil Service Commission, the Fine Arts Commission, the Planning Commission, the Salary Setting Commission and the Youth Commission.

   A. Following receipt of applications submitted in response to a Notice of Vacancy, the City Clerk submits full application packages to all Council Members and the City Attorney, along with a statement setting forth attendance information on any incumbents who may be applying for reappointment.

   B. The City Attorney prepares and distributes a "Conflict of Interest" memo to all Council Members.

   C. The Council Member Liaison to the Commission prepares and distributes a background memo on the Commission which should include any imbalances, special needs, or areas of expertise needed for more equitable representation on the Commission.

   D. The Rules Committee will recommend appointments to specific Boards and Commissions for Council consideration based on the memo from the Council Liaison as well as any memos which may be submitted by other Council Members.

   E. After the Council makes an appointment, and upon notification by the City Clerk, the Mayor's Office shall prepare a letter for the Mayor's signature notifying the appointee of the appointment and referring the appointee to the City Clerk's Office to sign an Oath of Office. The City Clerk shall notify the secretary of the appropriate Board or Commission that an appointment has been made. It shall be the responsibility of the secretary to assure that the appointee is not allowed to act in his/her official capacity until the Oath of Office has been signed.

City of San José, California

COUNCIL POLICY

TITLE CONSOLIDATED BOARD AND COMMISSION POLICIES	PAGE B1 of 1	POLICY NUMBER 0-4
EFFECTIVE DATE Various	REVISED DATE	
APPROVED BY COUNCIL ACTION		August 28, 1990: Item 7d(4)

APPOINTMENT OF CITY EMPLOYEES AND COUNCIL ASSISTANTS TO BOARDS AND COMMISSIONS

Previous Policy No. 0-20
Approved: August 21, 1990. Item 7d(1)

Background: City Boards and Commissions are designed to provide the City Council with advice and recommendations. Such Boards and Commissions are composed of persons who are representative of the citizenry at large or of specified professional groups.

Purpose: City Boards and Commissions are intended to provide Council with a perspective different and additional to that provided by staff and other persons retained to provide that advice.

Policy

1. Unless a particular Board or Commission is required by the San José Municipal Code or Resolution of the Council to have staff representatives appointed thereto, no City staff member or Council assistant shall be appointed to any City Board or Commission.
2. Former or retired City employees shall not be appointed to the Civil Service Commission.

COUNCIL POLICY

TITLE CONSOLIDATED BOARD AND COMMISSION POLICIES	PAGE C1 of 1	POLICY NUMBER 0-4
EFFECTIVE DATE Various	**REVISED DATE**	
APPROVED BY COUNCIL ACTION		August 28, 1990: Item 7d(4)

INVOLVEMENT IN THE LEGISLATIVE PROCESS

Approved: October 2, 1990, Item 7d(3)(a), as amended to include local and state ballot measures.

Background: Several Boards and Commissions have requested clarification on the process for requesting the Council to take a position on legislation. Since Boards and Commissions are advisory to the Council, they cannot independently take positions on legislation at the state and federal level. They can, however, recommend positions to the City Council on legislation in areas of their expertise.

Analysis: Boards and Commissions have an important role to play in advising the City on legislation. A process must provide the Mayor and Council with the opportunity to review the recommendations and then determine whether to refer the legislation for analysis. Action must be taken in a timely way to comply with the state and federal legislative schedule.

Boards and Commissions recommending positions on legislation to the Mayor and City Council shall use the following process:

1. Boards and Commissions send a letter to the Mayor and City Council requesting that they take a position on state or federal legislation.
2. The Mayor and City Council refer the request to the City Clerk's Office which in turn schedules the item on the next available Rules Committee agenda.
3. If appropriate, the Rules Committee refers the legislation to the Administrative Services Committee for analysis and recommendation to the City Council.
4. Staff will be responsible for notifying the Board or Committee Chair when the legislation forwarded by them will be heard by the Administrative Services Committee. Board and Commission members may then write letters to appropriate legislators and assist the City in lobbying efforts for or against the legislation.

COUNCIL POLICY

TITLE CONSOLIDATED BOARD AND COMMISSION POLICIES	PAGE D1 of 1	POLICY NUMBER 0-4
EFFECTIVE DATE Various	REVISED DATE	
APPROVED BY COUNCIL ACTION		August 28, 1990: Item 7d(4)

POLITICAL INVOLVEMENT OF BOARDS, COMMISSIONS AND COMMITTEES AND THEIR MEMBERS

Previous Policy No. 0-22
Approved: October 2, 1990, Item 7d(3)

Purpose: It is the purpose of this policy to provide guidelines governing the political involvement of City of San José Boards, Commissions, Committees and their members.

Policy

1. City of San José Boards, Commissions and Committees are strictly prohibited from endorsing any candidate or from taking an independent position on any legislation or ballot measure. Further, Boards, Commissions and Committees may not be involved in gathering or disseminating information on any candidates or campaigns (e.g., surveys, public debates, mailings, etc.)
2. Individual members of Boards, Commissions and Committees are free to exercise their individual right of political participation such as endorsing or contributing to a particular campaign. In this regard, an individual's membership on a City Board, Commission or Committee may be used for identification purposes only. Members of certain Commissions (e.g., Planning Commission) must also be aware that State law imposes certain legal restrictions on soliciting or accepting political contributions and participating in quasi-judicial or entitlement actions.
3. No Board, Commission, Committee or individual member may take or allow any such action which gives the appearance of official City involvement in any political campaign. For example, individual members may not use the titles of "Chair" or "Vice-Chair" on any endorsement listing; and, facsimiles of City stationery may not be used for any political mailings.

Procedure to Implement Policy: The City Clerk shall mail this policy to all current Board, Commission and Committee members and appropriate City staffs on a regular basis, not less than once a year.

City of San José, California

COUNCIL POLICY

TITLE CONSOLIDATED BOARD AND COMMISSION POLICIES	PAGE I1 of 2	POLICY NUMBER 0-4
EFFECTIVE DATE Various	REVISED DATE	
APPROVED BY COUNCIL ACTION		August 28, 1990: Item 7d(4)

BOARD AND COMMISSION REFERRAL SYSTEM

Approved: July 2, 1991, Item 7b(2)(c)

Purpose: It is the purpose of this Policy Statement to establish a uniform procedure that will provide for prompt and effective responses to requests for information that may be outside the Board, Commission or Department's normal Work Program or Plan.

Definitions:

1. **Board or Commission Request:** A request made by the Board or Commission, adopted as a motion, that would fall under the category of Major Study or is outside the adopted work program of the Board, Commission or Department.
2. **Major Study:** A request for information and/or research which meets one or more of the following criteria:
   a. It requires 40 staff-hours or more to complete. Exception: In the event of a hiring freeze, department-by-department basis dependent upon the impact of the freeze on a particular department.
   b. It is not a planned budgeted activity.
   c. Response action will seriously affect the respondent's annual planned performance or output.
   d. It will require a formal report.
   e. Possible change in current policy which was the culmination of extensive public input and/or as a result of committee/task force deliberations (i.e., C & C Tax Task Force or any policy task force, etc.).
   f. New policy research on which there has been no Council discussion or direction or because of its sensitivity and would involve more than 5 hours of Staff time.

Policy: It is the policy of the City Council that all requests for information and/or research outside the normal work program that are requested by a Board or Commission must adhere to the following provisions:

1. A request for a major study requires approval of the majority of the City Council, through the Rules Committee.
2. Boards or Commissions will make requests for information through the Rules Committee via the City Clerk.
3. When a request for information and/or research is made to the Rules Committee, it is the responsibility of the Manager and his/her staff or other Council Appointee and their respective staffs to determine the scope of the request and to advise the Council through the Rules Committee if a major study will be required, if the request can be met by reports or material already on file, or if a brief research effort will be required.

4. All requests to City Departments, not other Council Appointees, by a Board or Commission for brief reports or information items that will take longer than 4 or 5 hours and must be written and compiled should be directed to the Rules Committee via the City Clerk with a copy to the City Manager in order that staff work may be properly coordinated. This does not prevent the Board or Commission from getting written information that may require minor staff time or is already consistent with the Board or Commission's normal work program, i.e., Staff support information which is part of the Board or Commission's normal work program should be accommodated.
5. A request for brief verbal information or for copies of reports already prepared and ready for distribution may be made directly to the appropriate Board or Commission Staff member.
6. At his or her discretion, the City Manager or other Council Appointee may indicate at any time to the Council that outstanding Council Referrals assigned to a specific department or departments or Council Appointees represent a workload sufficiently large enough to disrupt the on-going, planned work for which the department is responsible. In these cases, the City Manager or other Council Appointee will propose to the Council through the Rules Committee a priority order of outstanding referrals and indicate those for which responses would have to be deferred in order to alleviate the department's work load burden. Bimonthly, the Rules Committee will review, modify and approve the priority listing of referrals to be answered and of those to be deferred.

Procedures:

1. Major Studies - A request for a major study by a Board or Commission must be submitted in writing from the Chair to the City Clerk to be placed on the next available Rules Committee Agenda. If approved by a majority of the Rules Committee, the guidelines for the study shall be stated. Evaluation of the request shall take place at the Rules Committee meeting using the following criteria:
   a. If this study is within the parameters of the Board or Commission making the request.
   b. The informational value of the study.
   c. The parameters of the study.
   d. The Staff time to be involved in completing the study.
   e. The estimated cost of the study.
   f. The general feasibility of the study.
2. Requests for studies, information outside the normal work program of the Board or Commission or Departmental support staff for said Board or Commission will be submitted to the City Clerk. At the Rules Committee, the City Manager or Council Appointee will recommend courses of action which consider budgeted workloads and annual work plans as well as evaluative criteria cited in the foregoing paragraph.
3. The Rules Committee's recommended action will be forwarded to the full City Council for adoption and the City Clerk will send a written response to the Board or Commission notifying them of the Council's adopted recommendation regarding their request.
4. If the request for information or major study is recommended by the Rules Committee and adopted by the full City Council, the appropriate Department or Council Appointee will provide the requested report to the Board or Commission via a Council Referral.

ITEM #8

ORDINANCE

BUDGET AMENDMENT

FOR

DOWNTOWN

DEVELOPMENT

AUTHORITY

FUNDS TRANSFER

ORDINANCE NO. __________

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2016 FOR THE CITY OF STOCKBRIDGE TO PROVIDE FOR INTERIM APPROPRIATIONS FOR THE DOWNTOWN DEVELOPMENT AUTHORITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

WHEREAS, the City adopted its final operating budget for fiscal year 2016 on December 14, 2015;

WHEREAS, Section 6.27 (b) of the City Charter provides that the City Council by majority vote may make changes in the appropriations contained in the current operating budget at any regular meeting or special or emergency meeting called for such purposes;

WHEREAS, having complied with all necessary legal requirements, the City Council wishes to amend the 2016 budget with the budget amendment marked accordingly and attached hereto;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY ORDAINS:

SECTION 1. **Adoption by Reference.** The document attached hereto as Exhibit "A" comprised of a budget amendment numbered 2016-002 is incorporated herein by reference and is hereby adopted as an amendment to the Budget for Fiscal Year 2016 for the City of Stockbridge, Georgia.

SECTION 2. **Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 4. **Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. **Codification and Severability.**

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

(b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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 City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 5. **Repeal of Conflicting Provisions**. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. **Effective Date**. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO ORDAINED this ________________ day of ________________, 2016.

____
ANTHONY S. FORD, MAYOR PRO TEM

ATTEST:

________________________ (SEAL)
VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, CITY ATTORNEY

Date Presented to Mayor: ______________________

Date Received from Mayor: ______________________

CITY OF STOCKBRIDGE

BUDGET AMENDMENT

NUMBER 2016-002

DATE 01/26/2016

ACCOUNT	*PROJECT*	*DESCRIPTION*	*Increases*	*Decreases*
355-15100-5XXXXX		Expense	50,000	
355-00000-389040		From Reserves		50,000
		Totals	50,000	50,000

This amendment is to allocate resources for the Stockbridge Downtown Development Authority.
The intent is to have itemized detail by line after meeting with DDA and City Council, February 2016.

Entered __________

Approved __________

ITEM #9

RESOLUTION AUTHORIZING LIGHTING SERVICE FOR REEVES CREEK TRAIL

RESOLUTION ____________

A RESOLUTION AUTHORIZING LIGHTING SERVICE FOR THE REEVES CREEK TRAIL; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to provide lighting service for Reeves Creek Trail;

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the service agreements to provide lighting service for Reeves Creek Trail, attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this ____________ day of ______________________ 2016.

____
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:

______________________________ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, City Attorney

EXHIBIT A

ITEM #10
RESOLUTION AUTHORIZING LIGHTING SERVICE FOR MLK SR HERITAGE TRL

(formerly Berry St.)

RESOLUTION ____________

A RESOLUTION AUTHORIZING LIGHTING SERVICE FOR THE M L KING SR. HERITAGE TRAIL (formerly Berry Street); AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to provide lighting service for M L King, Sr. Heritage Trail (formerly Berry Street);

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the service agreements to provide lighting service for M L King, Sr. Heritage Trail (formerly Berry Street), attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this _____________ day of _______________________ 2016.

____
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:

___________________________________ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, City Attorney

EXHIBIT A

Lighting Services – NESC ® Standard Lease Agreement

GEORGIA POWER
A SOUTHERN COMPANY

Ref # ____________ DWE # ____________ LAMP # ____________
Ref # ____________ DWE # ____________ LAMP # ____________
Lead # ____________

Customer Name: City of Stockbridge Tel #: 770-389-7900 Alt. Tel #: ____________

Service Address: (street, apt #, zip, etc) 0 S. Berry Street
Stockbridge, GA 30281

Mailing Address: (street, apt #, zip, etc) 4640 N. Henry Blvd
Stockbridge, GA 30281

SS# / Tax ID #: ____________ Acct# 81358-29004 County: Henry Region: M. South

Type Customer: Commercial ☒ Industrial ☐ Residential ☐ New Account ☐ Customer Choice ☐
Conversion? Yes ☐ No ☒ Type of Construction: New ☒ Existing ☐

Description of Business (Apartment Complex, Car Dealer, etc.): Governmental Streetscape

☒ Governmental ☐ Non-Governmental

EQUIPMENT									
Prepaid Amount *(excludes applicable sales tax)*					$ 32,923.00			Bill ☒	Collected ☐
Action	Qty	Lamp Wattage	Type Lamp *(HPS, etc.)*	Fixture Description	OH/ UG	M/ UM	Equipment Amount ($)	Estimated Regulated Charge * ($)	Estimated Monthly Charge * ($)
IN	7	150	HPS	ENHANCED GRANVILLE POST TOP	UG	UM	$70.91	$48.09	$119.00
						Monthly Total *	$ 70.91	$ 48.09	$ 119.00

* Estimated Regulated Charge is subject to change at any time as dictated by the Georgia Public Service Commission. "Estimated Monthly Charge" is the sum of "Equipment Amount" and "Estimated Regulated Charge" and will vary with the Regulated Charge. **Excludes any applicable sales tax**

Project Notes: Install 7 - 150 watt high pressure sodium Enhanced Granville Post Top fixtures on 14' mounting height York Aluminum poles with concrete bases and break away anchor bolts. Includes all required underground conductor.

Initial Term of Agreement: 1 Months *Initial term starts on the date billing begins*

Customer agrees to lease the Equipment described above from Georgia Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Signature: ____________ Date: ____________
Print Name: ____________
Print Title: ____________

Georgia Power Company:

Signature: ____________ Date: ____________
Print Name: Joe Cobb
Print Title: Lighting Services Business Unit - AE

® NESC is a federally registered trademark of IEEE

1. Lighting Equipment Lease. Georgia Power Company ("GPC") will lease to Customer the "Equipment" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1) and will provide electric service to operate the Equipment. Customer grants a license and right of access to GPC (and to GPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Equipment; to remove or disconnect pre-existing equipment as noted; to provide electric service for the Equipment; or to conduct any other Agreement-related activity (collectively, the "GPC Activities"). Customer acknowledges that the Equipment, though attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove the Equipment when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require GPC to modify or replace some Equipment.

2. Term. The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on a month-to-month basis until terminated by either Customer or GPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is the Mailing Address shown on Page 1.

3. Payment. GPC will invoice Customer per the terms stated on Page 1. Customer acknowledges that the electric service charge will vary as dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT GPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.

4. Equipment Protection. Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near the Equipment) of the Equipment's presence. Either Customer or the other party must provide notices and locate requests to the Georgia Utilities Protection Center and must coordinate all activities with the Utilities Protection Center and with all utility facility owners or operators as required by the then-current Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 *et seq.*) or High-voltage Safety Act (O.C.G.A. § 46-3-30 *et seq.*). As between Customer and GPC, Customer will bear all costs arising from failure to comply with these laws or for Equipment damage caused by anyone other than GPC (or GPC's representatives or contractors). IF THE EQUIPMENT IS DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO GPC AS SOON AS POSSIBLE BY CALLING (888) 660-5890.

5. Maintenance. During this Agreement's term, GPC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify GPC of any need for Equipment repair by either calling (888) 660-5890 or reporting the need online (http://outdoorlighting.georgiapower.com). If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost.

6. Safety; Damages. CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT GPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. **GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY) REGARDING THE EQUIPMENT OR ANY GPC ACTIVITY UNDER THIS AGREEMENT.** Customer will not be entitled to indirect or consequential damages from GPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Equipment or this Agreement.

7. Indemnity. To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by GPC), and hold harmless GPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorneys' fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Equipment, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of GPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.

8. Default. Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Equipment during the Agreement's remaining term, remove the Equipment from the Premises, and seek any other available remedy.

9. Entire Agreement. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g., address, phone, website) may be provided at any time by written notice to the other party. This Agreement will be governed by Georgia law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."

10. Pole Attachments. If Customer desires to attach anything to any Equipment (poles, light fixtures, etc.), Customer must first obtain GPC's written permission. Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization.

11. Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity). Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit "1" and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit "2." The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by Customer.

12. Customer Representations. Customer represents to GPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activities (including the use of vehicles, equipment, tools, and materials as necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than six inches from the grade existing at the time of Equipment installation.

    (a) Customer Duty. If GPC agrees to allow Customer to perform any part of the Equipment installation (including trenching) itself or through a third party, Customer warrants that its work will meet GPC's installation specifications (which will be provided to Customer and are incorporated by this reference). Customer will bear all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC's portion of the Equipment installation can commence.

    (b) Underground Facilities/Obstructions. Because GPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g., gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc.) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before GPC commences Equipment installation or other GPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.

    (c) Unforeseen Conditions. If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with GPC's Activities, Customer agrees that, as between Customer and GPC, Customer will bear sole responsibility and that GPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly identified and marked by Customer (**"Unforeseen Condition"**). If an Unforeseen Condition is encountered, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the Unforeseen Condition or agrees to reimburse all GPC expenses arising from the Unforeseen Condition. Customer will bear all costs of any Equipment modification or change requested by Customer or dictated by Unforeseen Conditions or circumstances outside GPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials ________ Date ________________

ITEM #11

RESOLUTION AUTHORIZING LIGHTING SERVICE COUNTRY CLUB DR

RESOLUTION ____________

A RESOLUTION AUTHORIZING LIGHTING SERVICE FOR COUNTRY CLUB DRIVE; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to provide lighting service for Country Club Drive;

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the service agreements to provide lighting service for Country Club Drive, attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.

2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this ______________ day of ________________________ 2016.

____
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:

______________________________________ (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

____
MICHAEL WILLIAMS, City Attorney

EXHIBIT A

Governmental NESC® Lease Agreement Lighting Services

GEORGIA POWER
A SOUTHERN COMPANY

Customer Legal Name STOCKBRIDGE, CITY OF DBA ----

Service Address 0 COUNTRY CLUB DR STOCKBRIDGE, GA 30281 County HENRY

Mailing Address 4545 N HENRY BLVD STOCKBRIDGE, GA 30281

Email mharris@cityofstockbridge-ga.gov Tel # 770-474-7206 Alt Tel ---

Tax ID XXXXX5620 Business Description MUNICIPLE LIGHTING

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☒ No ☐ If Yes, Which Account Number 30098-09002

Equipment *(excludes any applicable sales taxes)*

	Action	Qty	Wattage	Type	Description	OH/ UG	M/ UM	Equipment Amount ($)	Estimated Regulate Charge ($)*	Estimated Monthly Charge($)
(1)	INS	16	215	LED	NAVION AREA FIXTURE	UG	UM	$343.68	$126.72	$470.40
(2)										
(3)										
(4)										
(5)										
							Monthly Total *	$343.68	$126.72	$470.40

Install (INS) Remove (REM) Reconnect (R/C) Previously UnBilled (UNB)

* *The Regulated Charge is subject to change at any time as dictated by the Georgia Public Service Commission. The amount shown is an estimate based on Summer rates in effect at time of Agreement proposal; actual charges may vary.*

Project Notes: REMOVE 16 EXISTING 250 & 400 WATT FIXTURES ALONG COUNTRY CLUB DRIVE & REPLACE WITH NEW 215 WATT LED FIXTURES. MONTHLY BILL FOR EXISTING LIGHTING IS ~ $343.00.

Initial Term 1 **months** **Prepaid Amount** *(excludes any applicable sales taxes)* $$0.00

Customer agrees to lease the Equipment referenced above from Georgia Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer also agrees to allow removal of existing outdoor lights as outlined in the removal contract incorporated by this reference. Yes ☒ N/A ☐

Customer Authorized Signature	**Date**	**Georgia Power Company**	**Date**
Print Name		Print Name JOE COBB	
Print Title		Print Title LIGHTING SERVICES BUSINESS UNIT	

GPC Internal Use Only

	INS / REM	UNREG/ REG	HID / LED	RETRO/ NEW/RWC	CUST. CONV. (Y/N)
DWE					
DWE					
DWE					
DWE					
DWE					

Lead # PPID#

Rev Class: Coml ☐ Res ☐ Ind ☐

Region

Construction: New ☐ Existing ☐

Customer Choice? Yes ☐ No ☐

If an existing customer, list account number if it is not shown above:

1. **Lighting Equipment Lease.** Georgia Power Company ("GPC") will lease to Customer the "**Equipment**" described on Page 1 of this Lease Agreement ("**Agreement**") for use at the "**Premises**" (the "Service Address" shown on Page 1) and will provide electric service to operate the Equipment. Customer grants a license and right of access to GPC (and to GPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Equipment; to remove or disconnect pre-existing equipment as noted; to provide electric service for the Equipment; or to conduct any other Agreement-related activity (collectively, the "**GPC Activities**"). Customer acknowledges that the Equipment, though attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove the Equipment when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require GPC to modify or replace some Equipment.

2. **Term.** The "**Initial Term**" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on a month-to-month basis until terminated by either Customer or GPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is the Mailing Address shown on Page 1.

3. **Payment.** GPC will invoice Customer per the terms stated on Page 1. Customer acknowledges that the electric service charge will vary as dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT GPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.

4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near the Equipment) of the Equipment's presence. Either Customer or the other party must provide notices and locate requests to the Georgia Utilities Protection Center and must coordinate all activities with the Utilities Protection Center and with all utility facility owners or operators as required by the then-current Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 *et seq.*) or High-voltage Safety Act (O.C.G.A. § 46-3-30 *et seq.*). As between Customer and GPC, Customer will bear all costs arising from failure to comply with these laws or for Equipment damage caused by anyone other than GPC (or GPC's representatives or contractors). IF THE EQUIPMENT IS DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO GPC AS SOON AS POSSIBLE BY CALLING (888) 660-5890.

5. **Maintenance.** During this Agreement's term, GPC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify GPC of any need for Equipment repair by either calling (888) 660-5890 or reporting the need online (http://outdoorlighting.georgiapower.com). If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost.

6. **Safety; Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT GPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. **GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY) REGARDING THE EQUIPMENT OR ANY GPC ACTIVITY UNDER THIS AGREEMENT.** Customer will not be entitled to indirect or consequential damages from GPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Equipment or this Agreement.

7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by GPC), and hold harmless GPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorneys' fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Equipment, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of GPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.

8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Equipment during the Agreement's remaining term, remove the Equipment from the Premises, and seek any other available remedy.

9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g., address, phone, website) may be provided at any time by written notice to the other party. This Agreement will be governed by Georgia law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."

10. **Pole Attachments.** If Customer desires to attach anything to any Equipment (poles, light fixtures, etc.), Customer must first obtain GPC's written permission. Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization.

11. **Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity).** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit "1" and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit "2." The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by Customer.

12. **Customer Representations.** Customer represents to GPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activities (including the use of vehicles, equipment, tools, and materials as necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than six inches from the grade existing at the time of Equipment installation.

    (a) **Customer Duty.** If GPC agrees to allow Customer to perform any part of the Equipment installation (including trenching) itself or through a third party, Customer warrants that its work will meet GPC's installation specifications (which will be provided to Customer and are incorporated by this reference). Customer will bear all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC's portion of the Equipment installation can commence.

    (b) **Underground Facilities/Obstructions.** Because GPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g., gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc.) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before GPC commences Equipment installation or other GPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.

    (c) **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with GPC's Activities, Customer agrees that, as between Customer and GPC, Customer will bear sole responsibility and that GPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly identified and marked by Customer ("**Unforeseen Condition**"). If an Unforeseen Condition is encountered, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the Unforeseen Condition or agrees to reimburse all GPC expenses arising from the Unforeseen Condition. Customer will bear all costs of any Equipment modification or change requested by Customer or dictated by Unforeseen Conditions or circumstances outside GPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials __________ Date ________________

Country Club Dr - City of Stockbridge -