



City of Stockbridge

Bringing People

Together

STOCKBRIDGE CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem LaKeisha Gantt

Councilman Elton Alexander

Councilman John Blount

Councilwoman Neat Robinson

Councilman Alphonso Thomas

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Michael Williams

**Council Meeting
Agenda
February 27, 2018 4:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, FEBRUARY 27, 2018 4:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson
Councilman Alphonso Thomas

Administration

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES FOR THE FOLLOWING MEETINGS: 1/8/2018, Public Hearing 1/8/2018 and 1/30/2018

- 1 Draft Summary Minutes of January 8, 2018
- 2 Draft Summary Public Hearing Minutes of January 8, 2018
- 3 Draft Summary Minutes of January 30, 2018

PUBLIC COMMENTS

OLD BUSINESS

- 4 Council Consideration to approve Agenda and Meeting Procedures Policy

NEW BUSINESS

- 5 Council Consideration to approve Judicial Alternatives of Georgia Probation Services Agreement for the Stockbridge Municipal Court
- 6 Council Consideration to establish a new division under the General Fund-De-Annexation-Division #82000
- 7 Council Consideration to approve the use of the Ted Strickland Community Center on March 22, 2018, for the Senior Fun Day Event
- 8 Council Consideration to approve the use of the Merle Manders Conference Center on April 26, 2018, for the Non-Profit Mixer Event

DISCUSSION

- 9 Council Consideration to review Resolution No. R18-910 for Roadway Lighting Assistance for Western Parallel Connector from Hudson Bridge to Jonesboro-P.I. No.00114482

CITY MANAGER'S COMMENTS (Randy Knighton)**CITY CLERK'S COMMENTS (Vanessa Holiday)****COMMENTS FROM THE CITY COUNCIL****MAYOR'S COMMENTS (Mayor Anthony Ford)****EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)**

- I. 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}.
- II. 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).
- III. 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),
- IV. 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).

- V. 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).
- VI. 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).
- VII. 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).
- VIII. 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.}.
- VIII. Staff meeting held for investigative purposes under duties or responsibilities imposed by law as provided by Georgia Code section 50-14-3(a)(1).

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

ADJOURNMENT



Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.



SUMMARY MINUTES COUNCIL MEETING

MONDAY, JANUARY 8, 2018 6:00 P.M.

Mayor & City Council

**Mayor Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson
Councilman Alphonso Thomas**

Administration

**Randy Knighton, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney**

Call to Order was made by City Clerk, Vanessa Holiday.

Invocation was provided by Pastor Terrance Gattis, Mt. Olive Baptist Church.

Pledge of Allegiance was recited in unison.

Judge McCord swore in Mayor Anthony S. Ford, Councilwoman LaKeisha Gantt and Councilman Alphonso Thomas.

Mayor Ford thanked everyone for their support, introduced his family, friends and recognized Alpha Phi Alpha fraternity; and reminded citizens how important it is to register and to vote.

Councilwoman LaKeisha Gantt thanked everyone for electing her for a second term, and stated she is ready to get to work.

Councilman Alphonso Thomas thanked everyone for entrusting in him to serve on the Council once more, and stated he is looking forward to building a great community; future forward!

City Clerk, Vanessa Holiday proceeded with a verbal roll call; all members of Council were present a quorum was confirmed.

Councilwoman Gantt motioned to adopt the Agenda as printed; second by Councilman Thomas. The motion passed 4-0-1 (Alexander abstained).

Councilwoman Gantt motioned to adopt the Minutes of the following meetings: 11/13/2017, 11/28/2017; second by Councilwoman Robinson. The motion passed 4-0-1 (Thomas abstained)

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. None

CEREMONIAL

1. Mayor Ford presented the Proclamation for Martin Luther King, Jr. Day to Senator Emanuel Jones, Chairman of the Martin Luther King, Jr. Advisory Council for the State of Georgia.

Mayor Ford presented the Human Trafficking Awareness Month Proclamation to Henry County School Board Members Annette Edwards (Dist.5), Dr. Donna McBride (Dist. 4) and Henry County Schools Student Services Coordinator, Jessica Stormer.

Organizational Appointments

Resolution to appoint of Municipal Court Judge

Councilwoman Gantt motioned to appoint Matthew McCord as the Municipal Court Judge; second by Councilman. The motion passed 5-0.

Mayor Ford issued the Oath of Office to Judge Matthew McCord

Resolution to appoint City Attorney

Councilwoman Gantt motioned to appoint Michael Williams as the City Attorney; second by Councilman Blount. The motion passed 5-0.

Resolution to appoint of Councilman Thomas as the Council Representative on the Downtown Development Authority

Councilman Blount motioned to appoint Councilman Thomas as the Council Representative on the Downtown Development Authority; second by Councilwoman Gantt. The motion passed 5-0.

Councilman Thomas declined appointment.

Resolution to appoint of Councilwoman Gantt as the Council Representative on Downtown Development Authority

Councilman Blount motioned to appoint Councilwoman Gantt as the Council Representative on the Downtown Development Authority; second by Councilman Thomas. The motion passed 5-0.

Resolution to appoint Councilman Thomas as the Council Representative on the Main Street Advisory Board
Councilwoman Gantt motioned to appoint Councilman Thomas as the Council Representative on the Main Street Board; second by Councilman Blount. The motion passed 5-0.

Resolution to appoint 2018 Mayor Pro Tem
Councilman Blount motioned to appoint Councilwoman Gantt as Mayor Pro Tem; second by Councilman Thomas. The motion passed 4-0-1 (Gantt abstained).

COMMENTS FROM THE CITY MANAGER

Mr. Knighton thanked all citizens who came out, and on behalf of the staff, noted staff is here to serve the citizens and asked all to contact City offices for assistance and address any concerns they may have; stated to the elected officials that staff is here to support them and all their initiatives and is excited and looks forward to accomplishing great things in 2018.

COMMENTS FROM THE CITY CLERK

Ms. Holiday congratulated the Mayor & Councilmembers and stated she looks forward to working with the Council in 2018 and having a wonderful year.

COMMENTS FROM THE CITY COUNCIL

Councilman Thomas thanked supporters for re-electing him to the City Council; noted initiatives coming forward in the new year to include the Cultural Arts Center; stated the Council has hit the ground running and asked citizens to get on board; Future Forward and Go Dawgs!

Councilman Blount thanked everyone for attending and ask that everyone continue to come out to the meetings to support the Council and what the City wants to achieve; referenced the Council's recent tour of facilities, noting the City is ready to build; asked that everyone have a safe 2018 and that this is the year of prosperity for everyone – God Bless.

Mayor Pro Tem Gantt thanked everyone for their love, support and continued prayers; thanked supporters; commended staff; noted five Councilmembers and Mayor, and nearly 30,000 citizens and encouraged all to join the officials to fight for the City and to let the Council know what it is they would like to see for Stockbridge; and stated she is proud to be a representative of the City.

Councilman Alexander thanked everyone for coming out; stated this is what democracy looks like; encouraged everyone to be involved and participate at every meeting and every event as the Council needs to be able to look over their shoulder to see that citizens are in the fight with them; noted the fight against the proposed City and the possibility of losing over 50% of the City of Stockbridge would be an unprecedented action in the State of Georgia, and could cause a potential \$4-5 million dollars loss of revenue for the City of Stockbridge and will likely cause the City to implement a city tax; expressed a sense of urgency noting the bill is currently before the Georgia General Assembly; and asked residents to contact the State Legislatures in opposition of the bill because in 90 – 120 days, you may, like him, no longer be a resident in what is now the city limits of Stockbridge; encouraged fellow colleagues to act as a united front on moving forward with city projects such as revitalizing the downtown district, moving forward with the amphitheater, and the Hwy. 138 Overlay and as elected officials, taking the lead; referenced and commended Dist. 5 County Commissioner, Bruce Holmes for his accomplishments and leadership in getting things done; noted he has served on the Council for two years and wants the Council as a collective body to make sure 2018 is the year Stockbridge will be the envy of metro Atlanta.

Councilwoman Robinson noted today as a historical day in the City; asked citizens to listen and hear what is being said regarding the proposed city as it is very important; gave a special thank you to Senator Emanuel Jones for fighting for Stockbridge to remain whole, and personally thanked him for speaking on the City's behalf; encouraged citizens to vote on Tuesday, January 9th in the county's Special Election (State Senator Dist. 17, and House Representative 111) and to know who you are voting for; and Go Dawgs!

COMMENTS FROM THE MAYOR

Mayor Ford encouraged everyone to indeed get out and vote on Tuesday; also thanked Senator Jones in support of the opposition of the De-Annexation bill removing portions of the City noting the results should be known within the next 90 days and has faith the City of Stockbridge will succeed; thanked supporters who worked on his campaign; stated the City has a bright future and together with colleagues on the Council, will make everyone proud; Roll Tide Roll!

EXECUTIVE SESSION

No Executive Session

Mayor Ford asked everyone to join the reception taking place on the first floor.

UPCOMING OFFICIAL CITY MEETINGS/EVENTS/ANNOUNCEMENTS

Meeting 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.

- Youth Council Meeting, Wednesday, January 10, 2018 at 5:30 P.M. at City Hall in the Patrick Henry Meeting Room
- Main Street Advisory Board Meeting, Friday, January 12, 2018 at 9:00 A.M. at City Hall in the Levi Meeting Room
- All City Offices will be closed on Monday, January 15, 2018 in observance of the Martin Luther King, Jr. holiday.
- Youth Council Advisory Committee Meeting, Wednesday, January 17, 2018 at 6:00 P.M. at City Hall in the Levi Meeting Room
- Planning Commission Meeting, Thursday, January 18, 2018 at 6:00 P.M. at City Hall in the Levi Meeting Room
- Stockbridge Association of Businesses Meeting, Thursday, January 18, 2018 at 6:00 P.M. at Ted Strickland Community Center 130 M L King, Sr. Heritage Trail.
- Downtown Development Authority Meeting, Monday, January 22, 2018 at 6:00 P.M. at City Hall in the Levi Meeting Room
- Council Work Session Meeting, Tuesday, January 30, 2018 at 4:00 P.M. at City Hall in the Levi Meeting Room

UPCOMING COMMUNITY EVENT(S)

- NAACP Martin Luther King, Jr. Parade and Program – Monday, January 15, 2018 10:00 A.M. in McDonough, GA near the square and ending at the Henry County Performing Arts Center.

Councilman Thomas motioned to adjourn the meeting; second by Mayor Pro Tem Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Anthony S. Ford, Mayor



SUMMARY MINUTES
CITY OF STOCKBRIDGE
PUBLIC HEARING

The City of Stockbridge held a Public Hearing at 10:00 a.m. on Monday, January 8, 2018, at the Stockbridge City Hall, 4640 North Henry Blvd. Stockbridge, GA 30281. Notice of this meeting was posted in the Henry Daily Herald Newspaper.

Those present were:

Decius Aaron, Public Works Director
Brad Holtsinger, Wastewater Superintendent
Vanessa Holiday, City Clerk

PUBLIC HEARING:

1. Water & Sewer Improvements of Smith-Barnes Sanitary Sewer Improvements of which \$100,000 to be funded by CDBG (Community Development Block Grant)
Presented by: Decius Aaron, Public Works Director

Speakers in Favor:

Speakers Opposed:

Public Hearing Closed at:

Meeting Adjourned at: 10:25 A.M.

Respectfully submitted by:

Vanessa Holiday, City Clerk, CMC

Anthony S. Ford, Mayor



Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.



SUMMARY MINUTES WORK SESSION MEETING

TUESDAY, JANUARY 30, 2018 4:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Mayor Pro Tem LaKeisha Gantt
Councilwoman Neat Robinson
Councilman Alphonso Thomas

Administration

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

The meeting was called to order by Mayor Ford at 4:05 PM.

Invocation by City Manager, Randy Knighton.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members of Council were present except Councilwoman Robinson.

Mayor Pro Tem Gantt motioned to amend the Agenda to remove Item# 1,2,3,4,13,15,18,20,21 and 22 to Add Item to Establish a new division under the General Fund- Building, Inspections and Permitting= Division #72000; second by Councilman Blount. The motion passed 3-1 (Councilman Alexander Opposed).

Review of the Minutes of the following meetings: 12/11/2017, 12/19/2017: No Action Taken.

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.

Ms. Mildred Reed asked for the status of the City's Street Sweeper in the Wild Winds Subdivision.

PRESENTATION

1. One Henry Incubator Initiative
Presented by: Regina Lewis Ward
Item Removed from the Agenda. No Action Taken by the Council.

PUBLIC HEARING

2. **Continuation of Public Hearing: RZ-17-25-S**
Applicant: STKR Investments 201 SE 12th St. Suite 100 Ft. Lauderdale, FL
Location: Campground Rd. Extension and Hwy 42 N LL 33 & 34, 7th Dist.
Request: Rezoning from M-1 (Light Manufacturing) to MUND (Mixed Use Neighborhood Development)
Parcel IDs: 071-01034001 and 071-01034019 Lot Size: 64.27 +/- acres
Proposed Use: Commercial and Residential Development
Presented by: Camilla Moore, Community Development Director
Item Removed from the Agenda.

OLD BUSINESS

3. HVAC for City Hall and Municipal Court Renovations
Presented by: Decius Aaron, Public Works Director
Item Removed from the Agenda. No Action Taken by the Council.
4. HVAC/Merle Manders Conference Center Renovations
Presented by: Decius Aaron, Public Works Director
Item Removed from the Agenda.
5. Ordinance to amend the Zoning Code of the City of Stockbridge, GA as amended to clarify certain provisions relating to the Planning Commission, formally known as the Stockbridge Zoning Advisory Board.
Presented by: Michael Williams, City Attorney
Attorney Williams stated Council decided to add one (1) additional member to the Planning Commission, therefore creating a sixth member and while the members were named, the City's Ordinance needed to be amended to reflect the additional member.

Councilman Thomas motioned to approve the Ordinance to amend the Zoning Code of the City of Stockbridge, GA as amended to clarify certain provisions relating to the Planning Commission, formally known as the Stockbridge Zoning Advisory Board; second by Mayor Pro Tem Gantt. The motion passed 4-0.

6. Appointments to fill vacancies on the Planning Commission
Presented by: Michael Williams, City Attorney
Attorney Williams stated the appointments would re-designate the Zoning Advisory Board members to the Planning Commission with staggered terms.

Mayor Pro Tem Gannt motioned to appoint to the Planning Commission with staggered terms as follows:

Askia Abdullah-Term begins January 1, 2018 and expires December 31, 2020

Louis Goglia-Term begins January 1, 2018 and expires December 31, 2020

Stanley Dumas-Term begins January 1, 2018 and expires December 31, 2020

Shirley Wallace-Term begins January 1, 2018 and expires December 31, 2022

Kimberly Bragg-Term begins January 1, 2018 and expires December 31, 2022

Harold Thibodeaux-Term begins January 1, 2018 and expires December 31, 2022;

Second by Councilman Blount. The motion passed 4-0.

NEW BUSINESS

7. Ordinance to amend the Zoning Code of the City of Stockbridge, GA Section 12.02.088 Section A.1. Mixed Use Neighborhood Development

Presented by: Camilla Moore, Community Development Director

Ms. Moore noted, under the current Ordinance, developers need 20,20,20,20,20 to make 100%, and does not clarify what the last 20% can include. And, the amendment would clarify what the last 20% can include. Ms. Moore added the amendment added a new section called "Custom Homes" that will allow builders to build custom homes. Ms. Moore expressed under custom homes, staff is requiring builders require a minimum square footage of 2,500 sq. ft.

Mayor Pro Tem Gannt motioned to approve the Ordinance to amend the Zoning Code of the City of Stockbridge, GA Section 12.02.088 Section A.1. Mixed Use Neighborhood Development; second by Councilman Thomas. The motion passed 4-0.

8. Council Consideration to approve an Ordinance amending the Stockbridge Municipal Code with respect to the procedure for preparing Agenda Books Section. 2.04.050 and Speaking Rules Section 2.04.100.

Presented by: Michael Williams, City Attorney

Attorney Williams stated the first part references the method in which the request for items to be placed on the Agenda. The second portion part references the timeline of submitting documents for the Agenda.

Mayor Ford noted the Agenda timeline has been in place by the Clerk's office for a while and everyone needs to adhere to the process.

Councilman Alexander asked this process would affect Council placing items on the Agenda.

Attorney Williams explained the current set up of how items are placed on the Agenda would go away and would be replaced by a policy that establishes and guidelines how items are placed on the Agenda.

Councilman Thomas made a request to add the following verbiage to the Ordinance" All agenda items provided from staff must be attached with supporting documents to the City Manager's Office according to schedule. Also, all Council Members agenda items must receive consensus from the Council to the City Manager's Office accordingly".

Attorney Williams noted the second part relates to speaking rules at Council meetings and is also designed to streamline the process of considering items before Council, noting the main part deals with the amount of speaking time Council members must speak on each item. Attorney Williams further noted, currently, Council has up to 5 minutes and twice to speak; the revised policy would allow Council to speak up to 3 minutes (unless Council votes to extend time) with 1 minute for rebuttals.

City Clerk, Vanessa Holiday asked for clarification regarding the language changes. Attorney Williams stated there are two pieces that changed: how the Agenda would be carried out by the policy established by Council; and, the time limit each member of Council must address each item.

Mayor Pro Tem Gantt motioned to direct the City Attorney to draft a policy that includes the language as recommended by Councilman Thomas; second by Councilman Thomas. The motion passed 3-1 (Alexander Opposed).

Mayor Pro Tem Gantt motioned to approve Ordinance amending the Stockbridge Municipal Code with respect to the procedure for preparing Agenda Books Section. 2.04.050 and Speaking Rules Section 2.04.100; second by Councilman Thomas. The motion passed 3-1 (Alexander Opposed).

9. Council Consideration to approve a Resolution to appoint Mauldin & Jenkins as City Auditor to perform the City's FY2017 audit.

Presented by: Michael Williams, City Attorney

Attorney Williams noted this firm has been the City's auditor for a few years now and staff recommends the firm to complete the audit for the Year Ending December 31, 2017.

Mayor Pro Tem Gantt motioned to approve a Resolution to appoint Mauldin & Jenkins as City Auditor to perform the City's FY2017 audit; second by Councilman Blount. The motion passed 4-0.

10. Council Consideration to approve an Ordinance for Recombination of Plats

Presented by: Camilla Moore, Community Development Director

Ms. Moore noted Item# 10 and Item # 11 will be merged together for discussion, referencing discussion in November 2017 where Council approved a rezoning case for a variance which allowed the applicant to re-establish the Green Front

Café. Ms. Moore further noted the applicant needs to divide the parcels to operate the café on one parcel and have living quarters on the other parcel.

Mayor Pro Tem Gantt motioned to approve the Ordinance for Recombination of Plats; second by Councilman Alexander. The motion passed 4-0.

11. Council Consideration to approve Final Plat of 103 Carrie Mae Lane, in Land Lot 36 of the 12th District. The property consists of 0.277 +/- acres.
Presented by: Camilla Moore, Community Development Director
Ms. Moore introduced the item with no additional comment.

Mayor Pro Tem Gantt motioned to approve Final Plat of 103 Carrie Mae Lane, in Land Lot 36 of the 12th District; second by Councilman Thomas. The motion passed 4-0.

12. Council Consideration to approve a Resolution selecting vendor C. M. Rogers & Sons, Inc. for Annual Maintenance for Vacuum Cleaning/Pumping and Disposal Services in the amount of \$14,840.00
Presented by: Decius Aaron, Public Works Director
Mr. Aaron noted an RFP was put out for the annual maintenance for the Wastewater Treatment Plant and noted C.M. Rogers was the lowest bidder.

Councilman Alexander motioned to approve a Resolution selecting vendor C. M. Rogers & Sons, Inc. for Annual Maintenance for Vacuum Cleaning/Pumping and Disposal Services in the amount of \$14,840.00; second by Mayor Pro Tem Gantt. The motion passed 4-0.

13. Council Consideration to approve a Resolution for Task Release No. 8 under Master Engineering Services Agreement between the City of Stockbridge and Carter & Sloope, Inc. Re: Watershed Monitoring and Annual Reporting (2018 – 2020 Monitoring years) Fee Basis \$55,480 and not to exceed \$2,000 in reimbursable expenses.

Presented by: Decius Aaron, Public Works Director
Item Removed from the Agenda. No Action Taken by the Council.

14. Council Consideration to approve a Resolution selecting vendor Ground-Water Services, Inc. for proposed supervision of Drilling of two (2) Test Wells @ Reeves Creek Walking Trail in the amount of \$31,520.00 SPLOST FUNDING
Presented by: Decius Aaron, Public Works Director
Mr. Aaron noted the City allocated funds to seek well exploration which included the two (2) wells and would be drilled to help supplement the City's water supply and help reduce the amount of water purchased from the County and asked Council to approve staff's recommendation to select vendor Ground Water Services, Inc.

Councilman Blount wanted the citizens to know staff is working to make sure the City can have its own resources pertaining to water.

Mayor Pro Tem Gantt motioned to approve a Resolution selecting vendor Ground-Water Services, Inc. for proposed supervision of Drilling of two (2) Test Wells @ Reeves Creek Walking Trail in the amount of \$31,520.00 SPLOST FUNDING; second by Councilman Blount. The motion passed 4-0.

15. Council Consideration to approve a Resolution selecting vendor Aqua-Aerobic Systems, Inc. for maintenance of Decaners for Wastewater Treatment Facility in the amount of \$13,420.38.

Presented by: Decius Aaron, Public Works Director

Item Removed from the Agenda. No Action Taken by the Council.

16. Council Consideration to approve a Resolution for Site Engineering Change Order No. 1 in the amount of \$47,950.00 for Storm Water Improvement Projects. Original contract \$267,515.00. Proposed amended contract \$315,465.00

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted an RFP was put out for Stormwater repairs and noted there are three additional projects that need to be addressed and were not part of the original scope and they are: Creekview Overlook, Escalade Drive off N. Henry and Garden Walk.

Mayor Pro Tem Gantt motioned to approve the Resolution for Site Engineering Change Order No. 1 in the amount of \$47,950.00 for Storm Water Improvement Projects. Original contract \$267,515.00. Proposed amended contract \$315,465.00; second by Councilman Blount; the motion passed 4-0.

17. Council Consideration to establish a new division under the General Fund- Building, Inspections and Permitting- Division #72000

Presented by: Camilla Moore, Community Development Director

Ms. Moore noted when the City commandeered permitting services, staff did not create a division permitting services, and made a request for Council to approve a new division that will be placed under the General Fund called Building, Inspections and Permitting- Division #72000

Councilwoman Gantt asked for the percentage of revenue received by the City.

Ms. Moore did not recall the exact breakdown, and gave a guesstimate of 60% for the vendor, 40% for the City; and 50/50 over \$20,000 each month.

The percentages were later confirmed to be 65% to the vendor and 35% to the City with a 50/50 split after \$20,000 each month of fees collected.

Councilman Alexander motioned to approve the establishment of a new division under the General Fund- Building, Inspections and Permitting- Division #72000; second by Mayor Pro Tem Gantt. The motion passed 4-0.

COUNCIL DISCUSSION

18. Discussion of a Supplier Diversity Policy

Presented by: Councilman Alexander

Councilman Alexander deferred to Attorney Williams to address the Council.

Attorney Williams noted this is more of an inspirational policy that provides for a goal with at least 25% of value of all contracting opportunity to be awarded to qualifying business enterprises.

Attorney Williams also noted Henry County recently adopted its own policy with two differences; the first difference being the County included veterans; the second difference is the County had Local Preference (where any business in the County will be eligible for local preference in bidding if their bid is within 5% of the lowest bidder) with local preference applying to any business, noting there are different ways to do local preference; one way would be to allow staff discretion, so they may award the 5%, or awarding them points in the bidding evaluation.

Item will be presented for Council Consideration at the March 27, 2018 Work Session Meeting.

19. Discussion of expansion of the DDA Boundaries Map

Presented by: Mayor Pro Tem Gantt and Raoul Clarke, DDA Chairman

Item Removed from the Agenda. No Action Taken by the Council.

20. Discussion of Embracing Diversity Resolution in the Stockbridge community

Presented by: Mayor Pro Tem Gantt

Mayor Pro Tem Gantt introduced a Resolution that recognized the City of Stockbridge as a Welcoming City under the Welcoming National Program.

Mayor Pro Tem Gantt also noted she has asked that the participation fee for the program be charged to her Council Initiative fund.

Mayor Pro Tem Gantt expressed her excitement about the program, noting the City of Stockbridge is a welcoming city and embraces diversity.

Mayor Pro Tem Gantt motioned to approve the Embracing Diversity Resolution; second by Councilman. The motion passed 4-0.

COMMENTS FROM THE CITY MANAGER

Mr. Knighton welcomed Shana Thornton, the new Public Information Officer; noted recent conversations with Norfolk Southern Railroad regarding Quiet Crossings and

looking forward to success with this initiative; and commended the Clerk and staff for preparation and setup of the new location of the Work Session meetings.

COMMENTS FROM THE CITY CLERK

Congratulated the City's Main Street Program on its 3-year anniversary and noted an array of accomplishments for the program.

COMMENTS FROM THE CITY COUNCIL

There were no comments from Councilman Thomas or Mayor Pro Tem Gantt.

Councilman Blount thanked everyone for coming out; and noted the City is moving in one unified direction.

Councilman Alexander referenced the proposed De-Annexation legislation that would harm the City; thanked everyone for their support at the recent Town Hall; challenged everyone to act and get involved; reminded other cities, they could be next.

COMMENTS FROM THE MAYOR

Mayor Ford noted this was the first Work Session Meeting held in the Levi Meeting Room and was happy to see everyone engaged; wished everyone a successful New Year; and referenced the upcoming Super Bowl and his preferred winner (Go Eagles!)

EXECUTIVE SESSION (if necessary)

Mayor Pro Tem Gantt motioned to convene into Executive Session for Litigation, Personnel and Real Estate; second by Councilman Blount. The motion passed 4-0.

21. Downtown Development Authority Board Appointments

Presented by: Michael Williams, City Attorney

Item Removed from the Agenda. No Action Taken by the Council.

22. Main Street Advisory Board Appointments

Presented by: Michael Williams, City Attorney

Item Removed from the Agenda. No Action Taken by the Council.

23. Youth Council Advisory Committee Appointments

Presented by: Michael Williams, City Attorney

Item Removed from the Agenda. No Action Taken by the Council.

Mayor Ford read the following:

Main Street Advisory Board Meeting, Friday, February 9, 2018 at 9:00 A.M. at City Hall in the Levi Meeting Room

- Council Meeting, Monday, February 12, 2018 at 6:00 P.M. at City Hall in the Council Chamber
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- Planning Commission Meeting, Thursday, February 15, 2018 at 6:00 P.M. at City Hall in the Levi Meeting Room
- Downtown Development Authority Meeting, Monday, February 19, 2018 at 6:00 P.M. at City Hall in the Levi Meeting Room
- Youth Council Meeting, Wednesday, February 21, 2018 at 5:30 P.M. at City Hall in the Patrick Henry Meeting Room
- Youth Council Advisory Committee Meeting, Wednesday, February 21, 2018 at 6:00 P.M. at City Hall in the Levi Meeting Room
- Stockbridge Association of Businesses Meeting, Thursday, February 22, 2018 at 6:00 P.M. at Ted Strickland Community Center 130 M L King, Sr. Heritage Trail.
- Council Work Session Meeting, Tuesday, February 27, 2018 at 4:00 P.M. at City Hall in the Levi Meeting Room

UPCOMING EVENT(S)

- Main Street Martin Luther King, Sr. Tribute to "Daddy King" at the Cochran Library, February 1, 2018. More information to follow.
- Main Street Small Business Bootcamp for Retail - February 26, 2018
More information to follow.

Councilman Blount motioned to adjourn Executive Session; Mayor Pro Tem Gantt provided the second. The motion passed 4-0.

Councilman Blount motioned to reconvene the Work Session meeting; Mayor Pro Tem Gantt provided the second. The Motion passed 4-0.

Mayor Pro Tem Gantt motioned to adopt Resolution No. R18-900, formally censuring and reprimanding Councilman Elton Alexander for his unacceptable and inexcusable behavior; and called upon Councilman Alexander to cease the aforementioned behavior and to conduct himself in a manner fitting the office of City Council Member; second by Councilman Blount. The motion passed 3-1. (Councilman Alexander Opposed).

Councilman Blount motioned to adjourn the Work Session Meeting; second by Councilman Thomas. The motion passed 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk, CMC

Anthony S. Ford, Mayor

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING A POLICY WITH RESPECT TO THE
PREPARATION OF AGENDAS FOR CITY COUNCIL MEETINGS**

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 formal policy with respect to the preparation of agenda for City Council meetings;

WHEREAS, the City Council specifically finds that the proposed policy promotes and protects the safety, health, peace, security, good order, comfort, convenience, and general welfare of the city and its inhabitants;

WHEREAS, the Mayor and Council believe that the proposed procedure is in the best interest of the City and its citizens;

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

Section 1. **Establishment of Policy** – The Mayor and Council of the City of Stockbridge hereby direct the City Manager (or any person acting in such capacity) to adhere to the following when preparing agendas for City Council meetings:

1. The schedule of deadlines attached hereto as Exhibit A with respect to the submittal of information and materials for consideration by the City Council at its council meetings shall be followed by all staff and Council Members.
2. It shall require a consensus of the City Council to authorize any agenda item to be placed on the agenda at the request of a Council Member prior to a meeting of the City Council.

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 _____, 2018.

CITY OF STOCKBRIDGE, GEORGIA

ANTHONY S. FORD, MAYOR

ATTEST:

VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:

MICHAEL WILLIAMS, CITY ATTORNEY

AGENDA DOCUMENTS

DEADLINE

DOCS DUE TO CLERK	WS MTG DATE	DOCS DUE TO CLERK	MTG DATE
Friday, January 12, 2018	Tuesday, January 30, 2018	Wednesday, January 31, 2018	Monday, February 12, 2018
Friday, February 09, 2018	Tuesday, February 27, 2018	Wednesday, February 28, 2018	Monday, March 12, 2018
Friday, March 09, 2018	Tuesday, March 27, 2018	Wednesday, March 28, 2018	Monday, April 09, 2018
Friday, April 06, 2018	Tuesday, April 24, 2018	Wednesday, April 25, 2018	Monday, May 14, 2018
Friday, May 11, 2018	Tuesday, May 22, 2018	Wednesday, May 23, 2018	Monday, June 11, 2018
Friday, June 08, 2018	*Wednesday, 6/27/2018	Thursday, June 28, 2018	Monday, July 09, 2018
Friday, July 06, 2018	Tuesday, July 24, 2018	Wednesday, July 25, 2018	Monday, August 13, 2018
Friday, August 10, 2018	Tuesday, August 28, 2018	Wednesday, August 29, 2018	Monday, September 10, 2018
Friday, September 07, 2018	Tuesday, September 25, 2018	Wednesday, September 26, 2018	Monday, October 08, 2018
Friday, October 05, 2018	Tuesday, October 30, 2018	Wednesday, October 31, 2018	Monday, November 12, 2018
Friday, November 09, 2018	Tuesday, November 27, 2018	Wednesday, November 28, 2018	Monday, December 10, 2018
Friday, November 30, 2018	Tuesday, December 18, 2018	Wednesday, December 19, 2018	Monday, January 14, 2019
DEADLINE- DOCUMENTS TO CLERK'S OFFICE		DEADLINE- DOCUMENTS TO CLERK'S OFFICE	COUNCIL MEETING DATES



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 418 Flint Ave., Albany, Georgia hereinafter called "Contractor" and the **Municipal Court of Stockbridge**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis.

The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the City of Stockbridge to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor will provide a probation officer to conduct meetings with and the provision of services to probationers on a monthly basis within the city limits of Stockbridge.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend.

This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer

having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of community service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$35.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$50.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor two (2) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on January 1, 2018 and shall continue until December 31, 2019. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc.** for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Municipal Court of Stockbridge**. Contractor shall indemnify and hold harmless the Court and City of Stockbridge, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc.**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **Municipal Court of Stockbridge** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the City of Stockbridge from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Stockbridge to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Municipal Court of Stockbridge**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority. Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

Attn: Craig Taylor
418 Flint Ave.
Albany, Georgia 31701
Office: (229) 420-2051
Fax: (229) 420-2055

Municipal Court of Stockbridge

4640 North Henry Blvd.
Stockbridge, Georgia 30281
Attn: Clerk
Fax: (770) 389-7912

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS
AGREEMENT ON THE _____ DAY OF _____, 20____.

PROBATION SERVICES CONTRACTOR:

By: _____
Name: Craig Taylor
Title: CEO, Judicial Alternatives of Georgia, Inc.

By: _____
Name: _____
Title: _____
City of Stockbridge, Georgia

By: _____
Chief Judge: Honorable Matthew McCord.
Court: Municipal Court of Stockbridge, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$35.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$50.00 per month, per offender
Pre-Trial Supervision	\$35.00 per month, per offender
 <u>ADDITIONAL SERVICES</u>	 <u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$25.00 per screen
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender

Council Consideration to approve budget amendment to create and reclassify General Ledger accounts for De-Annexation Legislation

De-Annexation Expenses – Division: 15700

ALL EXPENSES ARE CURRENTLY BEING CHARGED TO
EXECUTIVE DIVISION AND NEED TO BE RECLASSIFIED

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A SENIOR CITIZENS FUN DAY AT
THE TED STRICKLAND COMMUNITY CENTER**

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, Section 1.12(b)(41) of the City Charter, the City is vested with certain broad powers "to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants;"

WHEREAS, Section 1.12(b) of the City Charter states that "the powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of this city;"

WHEREAS, the City desires to conduct a Senior Citizens Fun Day for senior citizens whom are residents of the City of Stockbridge;

WHEREAS, the City specifically finds that the proposed Senior Citizens Fun Day promotes and protects the safety, health, peace, security, good order, comfort, convenience, and general welfare of the city and its inhabitants;

WHEREAS, the Mayor and Council believe that the Senior Citizens Fun Day is in the best interest of the City and its citizens;

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

Section 1. **Authorization** – The Mayor and Council of the City of Stockbridge hereby authorizes a Senior Citizens Fun Day to occur at the Ted Strickland Community Center.

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 27th day of February, 2018.

CITY OF STOCKBRIDGE, GEORGIA

ANTHONY S. FORD, MAYOR

ATTEST:

VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:

MICHAEL WILLIAMS, CITY ATTORNEY

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A NON-PROFIT MIXER AT THE
MERLE MANDERS CONFERENCE CENTER**

WHEREAS, the Mayor and Council find that an event linking Stockbridge residents and various non-profit groups together so that they can find ways to collaborate and work together is necessary and desirable for the promotion of the health, peace, security, good order, comfort, convenience, and general welfare of the City and its inhabitants; and

WHEREAS, the Mayor and Council believe that a non-profit mixer is in the best interest of the City and its citizens;

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

Section 1. **Authorization of Non-Profit Mixer** – The Mayor and Council of the City of Stockbridge hereby authorizes the conduct of a non-profit mixer at the Merle Manders Conference Center on April 26, 2018.

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 27th day of February, 2018.

CITY OF STOCKBRIDGE, GEORGIA

ANTHONY S. FORD, MAYOR

ATTEST:

VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:

MICHAEL WILLIAMS, CITY ATTORNEY

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF STOCKBRIDGE

This Agreement is made and entered into this _____ day of _____, 20____, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the CITY OF STOCKBRIDGE, GEORGIA acting by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain roadway lighting as part of the **WESTERN PARALLEL CONNECTOR FM HUDSON BRIDGE TO JONESBORO ROAD** project, said lighting to be installed under P.I. No. 0014482, Henry County;

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roadway lighting as part of the **WESTERN PARALLEL CONNECTOR FM HUDSON BRIDGE TO JONESBORO ROAD** project, said lighting to be installed under P.I. No. 0014482, Henry County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the CITY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The CITY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The CITY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the CITY.

5. It is understood by the CITY that the DEPARTMENT has relied upon the CITY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the CITY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the CITY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the CITY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the CITY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the CITY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

CITY OF STOCKBRIDGE

BY:

Mayor

(SEAL)

DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the City Council at a meeting held at

this _____ day of _____,

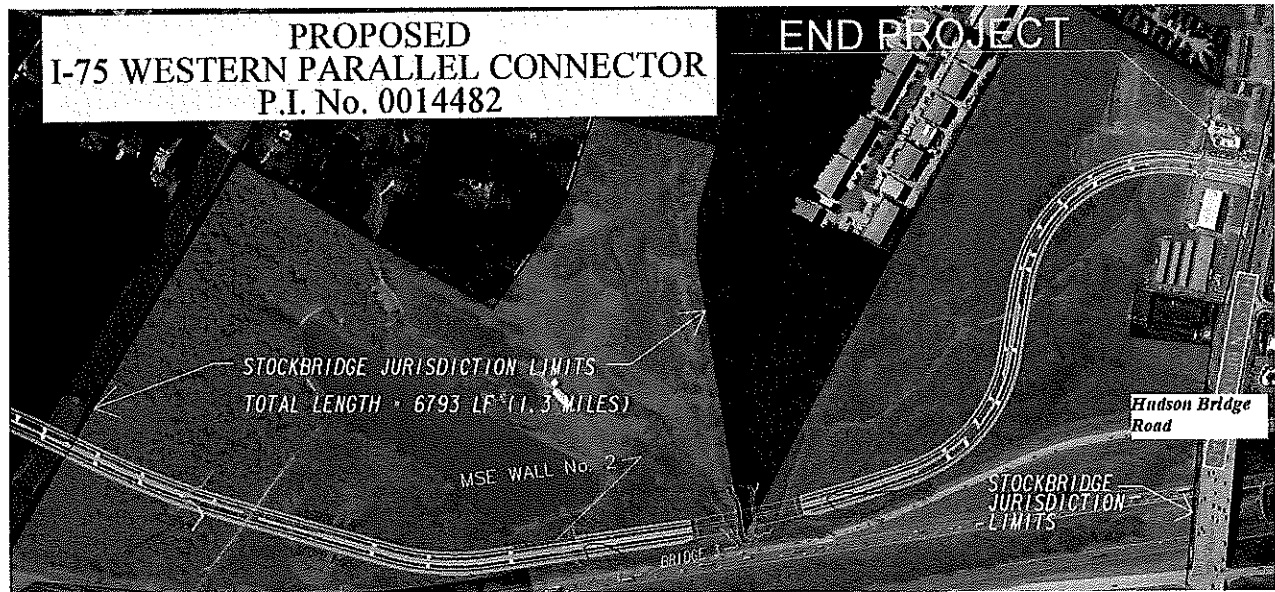
20__.

ATTEST:

Treasurer

City Clerk

Attachment "A"



Project Location Map

**WESTERN PARALLEL CONNECTOR FM HUDSON BRIDGE TO
JONESBORO ROAD
City of Stockbridge (Henry County)
P.I. No. 0014482**