



Where Community Connects

STOCKBRIDGE CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Alphonso Thomas

Councilwoman LaKeisha Gantt

Councilman Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Michael Williams

**Council Meeting
Agenda
June 23, 2020 6:00 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, JUNE 23, 2020 6:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Alphonso Thomas

Councilwoman LaKeisha Gantt
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount

Administration

Randy Knighton, City Manager
Camilla Moore, Asst. City
Mgr./Community Dev. Director
Vanessa Holiday, City Clerk
Michael Williams, City Attorney
Randi Rainey, Deputy City Clerk

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES FOR THE FOLLOWING MEETING: 5/11/2020 & 5/26/2020

- 1 Draft Minutes of 5/11/2020
- 2 Draft Minutes of 5/26/2020

PUBLIC COMMENTS

PUBLIC HEARING

- 3 Council Consideration to approve Service Delivery Strategies (SDS)
Agreement between the City of Stockbridge and Henry County - Presented by:
Michael Williams

NEW BUSINESS

- 4 Council Consideration to fill vacancies and appoint members to the Downtown Development Authority - Presented by: Michael Williams
- 5 Council Consideration to award Landscaping Contract- RFP No. 2020-00013 - Presented by: Lindell Miller , Decius Aaron

DISCUSSION

- 6 Council Discussion of the Henry County TSPLOST Referendum on November 3, 2020 Ballot

MAYOR'S COMMENTS (Mayor Anthony Ford)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

ADJOURNMENT



Where Community Connects
SUMMARY MINUTES
COUNCIL MEETING (via Zoom)

MONDAY, MAY 11, 2020 6:00 P.M.

Mayor & City Council

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

Administration

Randy Knighton, City Manager
Camilla Moore Asst. City Mgr./
Community Dev. Director
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

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.

The meeting was called to order by Mayor Ford.

Invocation by Mayor Ford.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Motion to adopt the Agenda

Councilman Blount motioned for approval of the Minutes for the following meetings:
Second by Mayor Pro Tem Thomas. The motion passed 5-0.

1. 3/9/2020
2. 4/23/2020

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.
No Public Comments.

CEREMONIAL REVIEW

Mayor Ford read the proclamation to be presented to Henry County Schools in recognition of the Class of 2020 at the May 22, 2020 virtual graduation ceremony and asked all to support the GO Purple for the Class of 2020.

NEW BUSINESS

3. Council Consideration to approve Water, Sewer, Sanitation, and Stormwater Fee Schedule effective June 1, 2020.
Presented by Decius Aaron – Public Works Director
Mr. Aaron noted staff is asking for approval to adopt a Fee Schedule with the proposed changes of an increase with sanitation fees and stormwater fees. Mr. Aaron stated the City had an ecological planning group conduct a study on water rates with the stormwater rates being in effect since August 1, 2004. Mr. Aaron noted since 2017, the City has use \$780,000 of Fund Balance to make up the deficit and to repair certain infrastructures. Mr. Aaron requested approval to increase the fees which will start January 2021 from \$12/month to \$17.34/month due to GFL (formerly Waste Industries) charging the city \$17.34 and will also go into effect January 2021. Mr. Aaron noted the City has been supplementing the cost for the last four (4) years. In 2016, the City supplemented \$24,000, in 2017 the City supplemented \$33,000, in 2018 the City supplemented \$188,000, in 2019 the projection supplementation was \$210,448 and Fund Balance will be used for the FY 2020 budget. Mr. Aaron noted the fees have not been increased since 2008; and this would have to be submitted to the Henry County Tax Commissioner by June 1, 2020 to start the billing process to be effective with the 2021 property taxes.

Mr. Knighton reiterated the increase for sanitation would go from \$12/month to \$17.34/month; and the increase for stormwater would increase from \$19.36/year to \$37.58/year.

Mr. Aaron added there are three (3) tiers that would be increased: tier 1, tier 2 and non-single family residential. Mr. Aaron stated for tier 2 the increase would go from \$35.06 to \$67.57/year based on the size of the lot; and non-single family with 20,000 sq. ft. or more would increase from \$166.00 to \$307.49/year.

Councilman Blount expressed his sentiments on the timing of negotiating the new contract.

Mr. Aaron noted his concerns with exhausting the City's Fund Balance without the increase.

Mr. Knighton noted there are two options: 1. To keep rates

as they are; 2. Increase the rates at this meeting or the next meeting.

Mayor Pro Tem Thomas expressed concerns regarding much needed improvements in sanitation services and recommended a meeting the City Manager and GFL (formerly Waste Industries) to address the issues.

Councilman Blount referenced the City's current ongoing negotiations with Waste Industries and proposed additional services of commercial sanitation where there may be increase in revenue to the City to offset this potential increase to citizens and motioned to table item. The motion failed due to lack of second.

Councilman Alexander motioned to approve with consideration of the City Manager to meet with GFL (formerly Waste Industries) to discuss improvements in services; second by Councilwoman Gantt. The motion passed 3-1-1 with Councilman Blount opposed and Mayor Pro Tem Thomas abstained.

4. Council Consideration to approve Information Technology Infrastructure in the amount of \$142,399.60 (+/- up to 6%) Presented by Ashley Smith, InterDev Chief Government Information Officer

Mr. Smith noted the proposal is to replace the current server and some network infrastructure (IBM Pivot 3) that the City has been currently using. Mr. Smith stated the issue was a power outage that shut down all the processes, staff has been working to stabilize and fix it; however, Novo and IBM have recommended replacement and deemed this an emergency. Mr. Smith noted the total cost would be \$142,399.60 and up to %6 buffer.

Mayor Ford inquired on a time frame to be completed. Mr. Smith noted staff will try to get the equipment as soon as in 3-4 weeks, with a timeline of completion around July 4 2020.

Mayor Ford inquired about funding and where it would come from. Mr. Knighton noted it was proposed to come from Fund Balance.

Councilwoman Barber motioned to approve the Information Technology Infrastructure in the amount of \$142,399.60 (+/- up to 6%); second by Mayor Pro Tem Thomas. The motion passed 5-0.

5. Council Consideration to approve the 2020-2021 renewal of the City's Liability Insurance Policy.

Presented by Randy Knighton - City Manager & Chris Walker, Broker of J. Smith Lanier Insurance

Mr. Knighton noted the City's Liability Insurance Policy is up for renewal with a slight increase. Mr. Walker noted the increase of 4% and covers city property, equipment, crime, social engineering, general liability, commercial auto and includes an umbrella policy.

Councilwoman Gantt motioned to approve the 2020-2021 renewal of the City's Liability Insurance Policy: second by Councilwoman Barber. The motion passed 5-0.

DISCUSSION

6. Council Discussion of the remaining 2020 Events Calendar.

Presented by Randy Knighton - City Manager

Mr. Knighton noted due to the COVID-19 pandemic, staff has suggested cancelling the remainder of the 2020 Event Calendar. Mr. Knighton noted such events includes the month of July, Centennial and Bridgefest, which could be celebrated next year; and hopes there could be an opportunity to host events soon. Mr. Knighton also noted there would have been limited space to host Bridgefest due to the construction surrounding the Amphitheater.

Mr. Knighton noted the events have been approved for the FY2020 budget and will remain in the budget and recommended revisiting the events calendar in November.

Councilman Alexander motioned to suspend all events until further notice; second by Mayor Pro Tem Thomas. The motion passed 5-0.

7. Update on Towing/Parking Services

Presented by Camilla Moore – Assistant. City Manager/Community Development Director

Mr. Knighton noted one of the concerns regarding parking on

the street is staff wanted to meet with the HOA's and citizens regarding the details. However, due to the COVID-19 pandemic there has not been an opportunity to hold meetings and the City wants to reassure citizens the issue has not been forgotten. Mr. Knighton stated staff will provide additional information to Council on this item in the upcoming weeks.

Councilwoman Barber noted her concern was for the neighborhoods needing the enforcement and those neighborhoods who would like opt-out (if that is an option).

Mayor Ford noted the Ordinance was passed with a plan to engage with citizens informing them signs would be placed throughout neighborhoods with a 90-day trial period, noting every subdivision would be subjected to the ordinance, not just certain ones.

Councilman Blount noted he is not in favor of the towing company to policing the City and would rather see the police instead be responsible for towing.

Councilman Alexander noted the Town Halls for parking had already happened with HOA's being invited, with notification of signage going out for a 60-day period. Councilman Alexander further noted Ms. Moore confirmed there were Town Hall meetings to inform citizens of the roll-out process to make sure everyone was on board to see how it would be administered and she noted some subdivisions have their own towing services.

Mayor Pro Tem Thomas asked who would be responsible for the enforcement of the Ordinance.

Ms. Moore noted there is a possibility to pay off-duty police officers who currently patrol city parks to patrol the subdivisions to enforce the ordinance. Ms. Moore further noted the infractions typically occur after 5:00 p.m.

There was a consensus of the Council for the City Manager to meet with Henry County Police to discuss the enforcement and use of off-duty officers.

Councilman Alexander motioned to approve off-duty officers/post-certified officers to enforce the City's parking ordinance with a 60-day warning notice period and contingent upon the City Manager's meeting and agreement with Henry County; second by Mayor Pro Tem Thomas. The motion passed 3-1-1 Councilman Blount opposed and Councilwoman Gantt abstained.

COMMENTS FROM THE MAYOR

Mayor Ford extended happy belated Mother's Day wishes to all the mothers; informed the public of the contact number for the Department of Health to call for an appointment for testing: 800-847-4262 and the location is the Heritage Senior Center located at 1050 Florence McGarity in McDonough, GA and noted testing is available Monday – Friday from 8:30 a.m. – 5:00 p.m. and Saturday from 9:00 a.m. to noon; noted Henry County has 605 confirmed cases and 14 deaths and that number has remained at 14 for several days; Stockbridge has 141 confirmed cases in the 30281 zip code; noted confirmed cases are subject to contract tracing and that there is no fee for testing; noted Henry County government and District 4 Department of Health are working to get mobile testing sites in Henry County; and noted the District 4 headquarters is located in LaGrange and Henry County leads the number of confirmed cases in District 4; noted the Department of Health's website address: www.district4health.org; noted the Henry County Tag office in Stockbridge will re-open on Thursday, May 14th; asked everyone to be smart, be safe, wear masks, continue social distancing, wash your hands and stand 6 feet apart; and wished everyone a great Memorial Day.

UPCOMING MEETINGS

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.

- Downtown Development Authority Meeting, Tuesday, May 19, 2020 at 6:00 p.m. (via Zoom)
- Work Session Meeting Tuesday May 26, 2020 at 6:00 p.m. (via Zoom)

ALL EVENTS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

Mayor Pro Tem motioned to Adjourn; Second by Councilman Alexander. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Anthony S. Ford, Mayor



Where Community Connects

**SUMMARY MINUTES
WORK SESSION MEETING (via Zoom)**

TUESDAY, MAY 26, 2020 6:00 P.M.

Mayor & City Council

**Mayor Anthony S. Ford
Mayor Pro Tem Alphonso Thomas
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt**

Administration

**Randy Knighton, City Manager
Camilla Moore Asst. City Mgr./
Community Dev. Director
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney**

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.

The meeting was called to order by Mayor Pro Tem Thomas.

Invocation by Mayor Pro Tem Thomas.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Councilman Alexander motioned to adopt the Agenda; second by Councilwoman Gantt. The motion passed 5-0.

Review of the Minutes for the following meetings:

1. 4/28/2020 No Action

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

NEW BUSINESS

2. Council Consideration to approve I-75 Central Corridor Coalition collaboration in the amount of \$500.00 annually.
Presented by Randy Knighton City Manager

Mr. Knighton noted the proposed request is for the City of Stockbridge to join the I-75 Central Corridor Coalition Collaboration which meets monthly with jurisdictions along I-75 and supports business industries, economic development and transportation along the I-75 Corridor. Mr. Knighton noted the meetings are to discuss matters and collaborate on issues, with an annual fee of \$500.00.

Councilman Alexander expressed his support, noting he and Mayor Ford had attended the meetings and motioned to approve the I-75 Central Corridor Coalition Collaboration in the amount of \$500.00 annually; second by Councilwoman Barber. The motion passed 5-0.

3. Council Consideration to approve a Face Mask Policy for the City of Stockbridge.

Presented by Randy Knighton City Manager

Mr. Knighton noted the policy is a model policy provided by GMA (Georgia Municipal Association) regarding the use of wearing face masks in public city buildings. Mr. Knighton also noted safety and health are important and recommends those entering city buildings to wear a face mask.

Attorney Williams noted the Resolution states for citizens to wear a mask upon entering city buildings and if they cannot wear a mask, citizens are encouraged to use online resources provided by the City. Attorney Williams also noted the City will provide face masks for those who do not have one; and stated the policy requires staff to wear a face mask anytime accessing the public or in meetings with other staff members.

Mayor Pro Tem Thomas asked about issuing masks to those entering the building without a mask.

Attorney Williams noted city staff would provide a mask to those citizens.

Councilwoman Gantt motioned to approve a Face Mask Policy for the City of Stockbridge; second by Councilman Alexander. The motion passed 5-0.

4. Council Consideration to approve Change Orders for H. J. Russell Company Amphitheater Construction Project \$794,332.00 - \$763,000= \$31,332 (AB). Funding Source: SPLOST IV.
Presented by Camilla Moore Asst. City Mgr./Community Dev. Dir & Randy Knighton City Manager

Mr. Knighton noted this is a request for Change Orders regarding the construction of the Amphitheater and unsuitable soil conditions and other unknown findings. Mr. Knighton noted the total being requested is \$794,332.00; however, with the existing contract with H.J. Russell and certain things being unaccounted for, a certain amount of \$763,000 was already approved, which would make the difference \$31,332 using SPLOST IV as the funding source.

Mayor Pro Tem Thomas asked if staff had received documents from the contractor that could be made available to Council to review.

Mr. Knighton noted documents were available at City Hall and would provide the information to the Council.

Councilwoman Barber noted she would like to see the source documents and change orders from the construction company and noted the request before the Council is to approve hundreds of thousands of dollars with a staff recommendation from Ms. Moore and no source documents attached and without those documents will not be able to cast a vote of approval.

Ms. Moore noted she will inform the construction company to stop the project until the Council is given the proper documents noting staff is normally given an estimate based on unforeseen issues to give Council projected cost. Ms. Moore also noted staff brought the highest estimate, and the total price could be lower than the estimate and further explained the meaning of unsuitable soil, which means it's the result of land areas around the site being contaminated as a result of construction debris, landfills of construction materials from the development of City Hall and the nearby church. Ms. Moore also indicated there is a water stream behind the property and the Georgia and Water Conservation Authority has concerns about the water flow from impervious service in the catch basin and drainage system. Ms. Moore also noted there were challenges with the typography of the site which resulted in a modification of the pond system from one to three and issues with ADA compliance noting there must be an adjustment on the site in order to be in compliance with the ADA.

Councilman Blount noted documents regarding this item had been submitted to the Council two weeks ago and the Council had an opportunity to ask questions of staff noting this is not the time to ask questions and prolong the meeting, further stating Council should educate themselves prior to the meeting to then educate and inform the public.

Councilwoman Barber noted this meeting was a Work Session meeting and her preference is to ask and receive information with the full Council present and requested to receive the information that was submitted from the contractor to staff and used to generate the staff recommendation.

Councilman Alexander and Mayor Pro Tem Thomas agreed Councilwoman Barber's preference of receiving documents and information should be honored.

Councilwoman Gantt noted documents had been delivered to the Council and staff met with members of Council and review the information and motioned to approve the Change Orders for H. J. Russell Company Amphitheater Construction Project \$794,332.00 - \$763,000= \$31,332 (AB). Funding Source: SPLOST IV; second by Councilman Blount. The motion passed 4-0-1 Councilwoman Barber abstained.

5. Council Consideration to approve Georgia Power Invoice for Removal/Relocation of Transformer Poles on E. Atlanta Rd. and Lee Street in the amount of \$265,016.33 Funding Source: SPLOST IV.

Presented by Camilla Moore Asst. City Mgr./Community Dev. Dir. Ms. Moore noted in 2010 Council approve an LCI (Livable Centers Initiative) and the City adopted an CIP (Capital Improvement Plan) to help widen the roadways and enhance the City. Ms. Moore stated to widen the roads, Georgia Power will have to relocate transformer poles along E. Atlanta Rd., North Henry Blvd., and Lee Street with an anticipated amount of \$265,016.33. Ms. Moore noted Georgia Power stated if there is failure to approve, the work will stop until approved and the City will be obligated to pay H.J. Russell for each day work is lost.

Councilwoman Barber made a request for source documents from Georgia Power.

Ms. Moore stated there were no documents, and staff had received estimates.

Mayor Pro Tem Thomas asked about the time frame to remove and install the poles and wanted to make sure that staff is going to inform the residents in the neighborhood prior to and not have the citizens, some of whom are elderly, without power, especially during this heat.

Ms. Moore stated once Georgia Power submits the schedule on

how long the process will take, staff will notify neighbors being affected of the time frame.

Councilwoman Gantt motioned to approve with conditions of no adverse effect to the neighborhood and advance notice to the residents; second by Councilman Alexander. The motion passed 4-0-1 Councilwoman Barber abstained.

6. Council Consideration to approve RFP No. 2019-00032P-Facility Security Equipment, Systems, and Services with related equipment and supplies in the potential amount of \$ 318,332.37 using Johnson Controls, Security Solutions, LLC.

Funding Source: SPLOST IV

Presented by Lindell Miller- Procurement Supervisor & Camilla Moore Asst. City Mgr./Community Dev. Dir.

Ms. Miller noted this item would increase a contract that was approved in October 2019 and by \$42,706.95 for an overall potential of \$348,332.37.

Mr. Wil Bush III of Johnson Controls gave a summary of the work to be performed for the Amphitheater security.

Councilman Alexander motioned to approve RFP No. 2019-00032P-Facility Security Equipment, Systems, and Services with related equipment and supplies in the potential amount of \$318,332.37 using Johnson Controls, Security Solutions, LLC. Using SPLOST IV as the funding source; second by Councilwoman Gantt. The motion passed 5-0.

7. Council Consideration to approve the Expansion of Downtown Development Authority Boundary

Presented by Camilla Moore Asst. City Mgr./Community Dev. Dir.

Ms. Moore noted the City created its DDA (Downtown Development Authority) in 1983; the authority can accept grants, apply for loans, own, acquire and improve property, enter into Intergovernmental Agreements, and issue revenue bonds. Ms. Moore noted the DDA met with Planning staff and made a request to create a map that separates the DDA's boundary from Main Street and included retail parcels along North Henry Blvd to Rock Quarry, north along E. Atlanta Rd. past Publix as well as vacant and developed parcels along both corridors that could develop in the future.

Mayor Pro Tem Thomas disagreed stating there was no record of the DDA as a board making the request to the Council.

Councilwoman Gantt referenced emails from 2017 and referenced

an email where the request was made to place the item on the City's Agenda in January 2018.

Councilwoman Barber stated the 2017/2018 DDA board no longer exist, stating the DDA has a new board and this is also a new Council.

Councilman Alexander noted his support of downtown improvements for businesses and requested the boundary be extended to Rico's Mexican Restaurant and be extended to Stockbridge First United Methodist Church.

Ms. Moore acknowledged this change would square off the boundary lines.

Councilwoman Gantt agreed with Councilman Alexander noting this will expand the footprint to enable more businesses to participate in the façade grant program and expressed her excitement noting this item has been on the DDA's for quite some time; and motioned to approve amending the proposed map to extend to Rico's Mexican Restaurant and Stockbridge First United Methodist Church; second by Councilman Alexander.

Mayor Ford and Councilman Blount raised questions of allowing Mr. Custin to address the Council during this portion of the meeting.

Ms. Holiday noted the request had been submitted to the City Manager and City Attorney for approval.

Attorney Williams advised that the Council has the authority to allow or not allow speakers.

Councilman Blount questioned the protocol of allowing a citizen to speak during Council discussion of an item.

Councilwoman Barber questioned why you would not want to hear from a member of the board for which the item pertains.

Mayor Ford asked for a motion from the Council to allow DDA board member Roger Custin to speak on the item. The motion passed 3-2 with Councilman Blount and Councilwoman Gantt opposing.

Mr. Custin identified himself as a city resident and homeowner, business owner in the downtown district and Secretary of the

Downtown Development Authority and stated there was no such request from the DDA to extend the boundaries.

Councilwoman Barber noted a member of the DDA board has stated the request to amend the boundaries did not come from the DDA board and this was a concern.

The motion to extend the boundaries Passed 3-2 with Councilwoman Barber and Mayor Pro Tem Thomas opposing.

COMMENTS FROM THE MAYOR

Mayor Ford referenced Memorial Day and hoped everyone enjoyed themselves noting the men and women who made the ultimate sacrifice so that we are able to enjoy those liberties because freedom is not free; noted the recent Department of Public Health, Henry County and the four cities in the county recently held COVID-19 free testing at J. P. Moseley 500+ tests administered, noted free testing again, same location June 2nd; noted 653 confirmed cases and 20 deaths in Henry County, asked that if test comes back positive to do the right thing by isolating themselves and seek medical attention and to call 800-847-4262 for information.

Mayor Ford asked everyone who goes out into the public to wear protective face coverings and masks, wash your hands, continue with the 6' social distancing recommendation, noting this virus is very serious and the need to follow precautions until a vaccine comes along; noted the City's Public Information Officer places the CDC (Centers for Disease Control) and Department of Public Health information and recommendations on the City's website; asked everyone to keep the faith in the Council as the City works with the thoughts and interests of doing what is right for the City in mind; God bless.

UPCOMING MEETINGS

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.

- Council Meeting Monday June 8, 2020 at 6:00 p.m. Via Zoom

CITY EVENT(S) ARE TEMPORARILY SUSPENDED

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

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Anthony S. Ford, Mayor



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

6/23/2020

FUNDING SOURCE

☒ Action requested by City Council

☐ For informational purposes only

☐ Budget Amendment Required

FROM ACCOUNT:

TO ACCOUNT:

PRESENTER: Randy Knighton

ITEM/PROJECT/EVENT: SDS—Form 2

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ SPONSORSHIP
- ☐ DEPT. FUND BALANCE

DESCRIPTION: O.C.G.A. 36-70-20, 22

The process provided by the SDS Act is "intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use."

The process should "result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which services in specified areas within a county and how provision of such services will be funded."

- Identify all local government services provided within the County
- Assign responsibility for providing each of those services
- Describe the funding source(s) used for paying for the provision of those services
- Create a plan to implement the assigned responsibility and funding of those services.

The FORM 2s address the vast majority of services provided by the County and cities. The services of Roads, Police Services, millage rate determination.

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER  _____

AMOUNT

N/A

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITIES OF HAMPTON, LOCUST GROVE, MCDONOUGH, STOCKBRIDGE, AND HENRY COUNTY, GEORGIA, APPROVING A NEW SERVICE DELIVERY STRATEGY AS REQUIRED BY THE SERVICE DELIVERY ACT, O.C.G.A. § 36-70-20, *et seq.*

WITNESSETH:

WHEREAS, the Cities of Hampton, Georgia, Locust Grove, Georgia, McDonough, Georgia, and Stockbridge, Georgia (collectively, "Cities") are municipal corporations duly organized and existing under the laws of the State of Georgia;

WHEREAS, Henry County, Georgia ("County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, the Cities and County have been engaged in negotiations to revise the Parties' 2008 Service Delivery Strategy; and

WHEREAS, the Cities and the County are each authorized to levy taxes, and to expend tax moneys and other available funds; and

WHEREAS, the Parties have reviewed, revised and reached an agreement on a new Service Delivery Strategy;

WHEREAS, the Mayors and Councils of the Cities and the Board of Commissioners of the County desire to approve a new Service Delivery Strategy attached hereto including the forms and intergovernmental agreements for the funding and provision of services as set forth herein;

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITIES OF HAMPTON, LOCUST GROVE, MCDONOUGH, AND STOCKBRIDGE AND THE HENRY COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- I. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- II. Acceptance of Service Delivery Strategy Agreements.** The County and Cities hereby approve the Service Delivery Strategy forms and intergovernmental agreements attached hereto as Exhibit "A" as the parties new Service Delivery Strategy. Said documents have been discussed, reviewed, revised, and mediated by the Parties.

- III. Execution of Intergovernmental Agreements.** The County and Cities hereby approve, execute, and enter into the Intergovernmental Agreements attached hereto as Exhibit "B." Said agreements have been discussed, reviewed, revised, and mediated by the Parties.
- IV. Authorization of the Mayors, City Attorneys, and Clerks.** The Mayor and City Councils of each of the respective Cities hereby authorize the Mayors' signatures, and the Clerks' certification and transmission of the Service Delivery Strategy attached as Exhibit "A" to the Department of Community Affairs for verification.
- V. Authorization of the Chairman, County Attorney, and Clerk.** The Henry County Board of Commissioners hereby authorizes the Chair's signature, Clerk's certification and transmission of the Service Delivery Strategy attached as Exhibit "A" to the Department of Community Affairs for verification.
- VI. Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution or Service Delivery Strategy, Exhibit "A".
- VII. Repeal of Conflicting Provisions.** All City and County resolutions or agreements are hereby repealed to the extent they are in conflict with this Resolution and Service Delivery Strategy, Exhibit A.
- VIII. Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of January, 2020.

**The Mayor and Alderman of the
City of Hampton, Georgia.**

By: _____
Mayor

Attest: _____
City Clerk

[seal]

**The Mayor and Alderman of the
City of Locust Grove, Georgia**

By: _____
Mayor

Attest: _____
City Clerk

Henry County, Georgia

By: _____
Chairman, Board of Commissioners

Attest: _____
County Clerk

[seal]

**The Mayor and Alderman of the
City of Hampton, Georgia**

By: _____

Attest: _____
City Clerk

**The Mayor and Alderman of the
City of McDonough, Georgia**

By: _____
Mayor

Attest: _____
City Clerk

**The Mayor and Alderman of the
City of Stockbridge, Georgia**

By: _____

Attest: _____
City Clerk

STATE OF GEORGIA
COUNTY OF HENRY

SERVICE DELIVERY STRATEGY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA (hereinafter referred to as "County") and the undersigned CITIES OF HENRY COUNTY, GEORGIA (hereinafter referred to as "City or "Cities").

NOW THEREFORE, it is agreed as follows:

1.

The parties hereto enter into this Intergovernmental Agreement for the purpose of complying with the Georgia Service Delivery Act, O.C.G.A. Section 36-70-1; et seq.

2.

The parties hereto have entered into new Service Delivery Strategy Agreement ("Agreement") the Table of Contents of which is hereto attached marked Exhibit I. All Form 2: Summary of Service Delivery Arrangements are also attached hereto and marked as Exhibit I and are incorporated herein as part of the Agreement between the parties hereto (the "Arrangements"). All of said Arrangements shall become in force and effective upon the execution of this document.

3.

Application of Revenues, Generally

All revenues that are generated by a service under this Agreement shall be first applied to the cost of the respective service prior to levying any property tax to fund the remaining cost of the service.

4.

Mutual Aid

By entering into this SDS agreement, the County and Cities of Hampton, Locust Grove, and McDonough hereby agree to provide mutual aid to each other pursuant to and with all rights, responsibilities and privileges afforded under "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, no party hereto shall seek or require any compensation whatsoever from any other party which provides mutual aid. The City of Stockbridge, likewise, consents to and agrees that the other Cities of Henry County may provide mutual aid within its corporate boundaries in accordance with "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, Stockbridge shall not seek nor require any compensation whatsoever from any such city which provides mutual aid.

5.

Administrative Fee Imposed by Henry County Tax Commissioner

a) Except as set forth below or as otherwise may be required by law, the Tax Commissioner is hereby authorized to deduct 1.5% for all fees, taxes, penalties and utilities bills collected by the Tax Commissioner on behalf of each City. In exchange for the 1.5% fee, the Tax Commissioner shall allow each City to include on their respective County tax bill up to three line items for City taxes, or fees, or assessments. Said Cities agree that each additional line item over three (3) thereafter would incur an additional administrative fee of 0.3%. Any City may opt out of this provision by giving written notice to the Tax

Commissioner on or before May 1 of each year. All information to be placed on the tax bill shall be delivered to the Tax Commissioner no later than August 1.

b) In consideration of the City of Stockbridge allowing the Tax Commissioner to use its facilities located at 164 Burke Street, Stockbridge, Georgia, the Tax Commissioner shall collect at no charge and at the Tax Commissioner's expense all stormwater fees that are assessed by the City. In the event that the City should cease to collect stormwater fee or elects to collect its own stormwater fees, an appropriate lease agreement will be entered into between the County and the City for the use of said facilities by the Tax Commissioner.

c. By his signature hereto, the Tax Commissioner agrees and approves the terms of this section of the Agreement. ¶

d. With respect to the fee imposed for any ad valorem tax collection, the provisions of sub-paragraph 9(a) shall constitute a Tax Service Agreement as contemplated by O.C.G.A. § 48-5-39.

6.

Amending Agreement

This Agreement may be amended with approval of the County and one or more City(ies) without the consent of the remaining Cities, so long as the amendment does not affect the rights or obligations of the remaining Cities.

7.

Execution of Documents

None of the documents attached in Exhibit I will be required to be executed in order to be in full force and effect. All such documents shall remain in effect without further action of any parties.

8.

Binding Effect

This Agreement shall be binding upon the undersigned, and their successors in office.

9.

Duration and Termination of Agreement

The terms of this Agreement shall remain in full force and effect for a period of ten (10) years.

10.

Notice

All notices required to be given hereby are to be given in writing addressed to the Chairman of the Board of Commissioners and the County Manager (for the County) and the Mayor and City Manager (for a City) and delivered as follows.

- A. Hand delivery with receipt signed; or
- B. Certified mail with return receipt requested.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered
In the presence of:

HENRY COUNTY, GEORGIA

Unofficial Witness

By: _____ (L.S.)
Chairman

Notary Public

Attest: _____ (L.S.)
Clerk

(SEAL)

(Please See Following Pages For Signatures.)

Signed, sealed and delivered
In the presence of:

CITY OF HAMPTON, GEORGIA

Unofficial Witness

By: _____(L.S.)
Mayor

Notary Public

Attest: _____(L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

CITY OF LOCUST GROVE, GEORGIA

Unofficial Witness

By: _____(L.S.)
Mayor

Notary Public

Attest: _____(L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

CITY OF McDONOUGH, GEORGIA

Unofficial Witness

By: _____(L.S.)
Mayor

Notary Public

Attest: _____(L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

CITY OF STOCKBRIDGE, GEORGIA

Unofficial Witness

By: _____(L.S.)
Mayor

Notary Public

Attest: _____(L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

TAX COMMISSIONER OF
HENRY COUNTY

Unofficial Witness

By: _____ (L.S.)
Michael Harris, Tax Commissioner

Notary Public

Attest: _____ (L.S.)

(SEAL)

Signed, sealed and delivered
In the presence of:

HENRY COUNTY SHERIFF

Unofficial Witness

By: _____(L.S.)
Keith McBrayer, Sheriff

Notary Public

Attest: _____(L.S.)

(SEAL)

EXHIBIT I

FORM 2 – SERVICE DELIVERY STRATEGY ARRANGEMENTS



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: ANNEXATION

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District as described under Paragraph 6.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020, creating a service district consisting of the unincorporated areas of the County and the incorporated areas of the Cities of Hampton, Locust Grove and Stockbridge with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, Henry County**

Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306

LOCUST GROVE CITY MANAGER: (770) 957-5043

MCDONOUGH CITY MANAGER: (770) 957-3915

STOCKBRIDGE CITY MANAGER: (770) 389-7900



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: BUILDING PERMITS AND INSPECTIONS

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this within a special service district as described consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge will provide within their respective incorporated areas regardless of whether those municipal boundaries change over the term of the agreement.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District as described under Paragraph 6.
Hampton	Fees, Municipal General Fund
Locust Grove	Fees, Municipal General Fund
McDonough	Fees, Municipal General Fund
Stockbridge	Fees, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

To fund this service, Henry County will create a special service district consisting of the unincorporated areas of the County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020, creating a special service district consisting exclusively of the unincorporated areas of the County with funding derived from grants, fees, taxes, or assessments and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: 770-288-6000 Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: BUILDINGS AND GROUND MAINTENANCE

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Lease Agreement	Henry County and Stockbridge	11/16/92 - perpetual

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

LEASE AGREEMENT 02-35

STATE OF GEORGIA

COUNTY OF HENRY

↑
Henry Co Numbers

THIS INDENTURE OF LEASE, made and entered into this 16
day of November, 1992, by and between the CITY OF STOCKBRIDGE,
a municipal corporation of the State of Georgia (hereinafter
referred to as "Landlord"), and HENRY COUNTY, a political
subdivision of the State of Georgia (hereinafter referred to as
"Tenant");

W I T N E S S E T H:

That, in consideration of the covenants hereinafter contained,
the Landlord hereby demises and lets, and the Tenant hereby rents
and hires from the Landlord, the following described property, to
wit:

One vacant lot in the City of Stockbridge, Henry County, Georgia,
being on the west side of Berry Street and bounded on the North by
lots of Grady Moseley; East by Berry Street; South by lots
belonging to the Estates of Clark and Patillo; and West by vacant
lot of J. D. McCollough.

Dimensions of this lot to be 30 feet wide and 100 feet long and
known as Lot 34.

A tract or parcel of land, with office buildings thereon, being in
the City of Stockbridge, and in Land Lot 61 of the 12th District of
Henry County, Georgia, and being Lots 13, 14, 15, 36, 37 and 38 in
Block D of subdivision of W. D. Grant property as per plat on file
in office of G. W. Adair, Atlanta, Georgia; said tract being more
particularly described as follows:

Beginning at a point on the East side of Burks Street 358 feet
North of Burks and Jonesboro Streets, and running thence North
along the East side of Burks Street 90 feet; thence East 200 feet
to Berry Street; thence South along the West side of Berry Street
90 feet; thence West 200 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances, rights, privileges and easements thereunto belonging to in anywise appertaining, unto the said Tenant, its successors and assigns, for the term described herein and any renewal hereof.

SECTION 1 - RENTAL

The Tenant hereby covenants and agrees to pay to the Landlord rent at the rate of ONE DOLLAR (\$1.00) per year to be paid in advance on the first day of January of each year.

SECTION 2 - USE OF PREMISES

The demised premises may be used by the Tenant only for the conduct of the business of Henry County. Tenant shall at all times fully and properly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises.

SECTION 3 - TERM

This lease shall be for a term of one (1) year commencing on the date the Landlord complete its relocation to the new City Hall and will terminate on December 31, 1993. However, the term of the lease shall be extended for additional years automatically without the need for any action by either party at the same rental rate. It is the intent of the parties that this lease shall be of perpetual duration unless canceled or terminated as provided herein.

SECTION 4 - ALTERATIONS AND IMPROVEMENTS

The Tenant shall have the right and privilege at all times during the term of this lease to make, at its own expense, such

changes, improvements, alterations and additions to the demised premises as the Tenant may desire, provided, however, that any changes to the subject property shall be subject to Landlord's approval. All improvements that are made to the property shall become the property of the Landlord, free and clear of any claims of the Tenant.

SECTION 5 - FIXTURES

The Tenant may, on termination of this lease, remove from the said premises all shelving and other equipment which Tenant may have installed at its own expense in said premises or otherwise acquired, during the term of this lease. If the building on said premises shall be defaced by the removal of such equipment, Tenant shall repair the damages at its expense.

SECTION 6 - UTILITIES AND HEAT

The Tenant shall pay or cause to be paid all utilities, including, but not limited to, water, electrical, gas, telephone, sewer and sanitation charges incurred by it on said premises during the term of this Lease.

SECTION 7 - DAMAGE CLAUSE

Tenant shall maintain comprehensive casualty insurance on the subject premises in an amount not less than \$800,000.00, specifically naming Landlord as a loss payee.

SECTION 8 - INDEMNIFICATION AND INSURANCE

The Landlord shall not be liable for any damage to property or person by reason of the Tenant's occupancy of the leased premises, and the Tenant agrees to save Landlord harmless from all claims for

damages to property or person occurring in or on the leased premises. The Tenant further specifically agrees that it will procure and keep in force public liability insurance in an amount of not less than \$1,000,000/\$1,000,000 specifically naming Landlord as a named insured.

SECTION 9 - MAINTENANCE AND REPAIRS

The Tenant shall maintain, keep and repair, at its expense, the electrical, plumbing, heating and air conditioning systems, the landscape and all exterior portions of the building, including the roof, exterior walls, canopy, gutters, downspouts, and also all structural portions of the building whether the same are on the interior or exterior, in a condition that is acceptable to the Landlord. In addition, the Tenant agrees that during the term hereof, or any extension or renewal hereof, it will keep the parking and receiving areas and landscaped areas in substantially the same condition as at the time of execution of this lease and will not allow the premises to become littered.

The Tenant shall keep, maintain and repair at its expense all interior portions of the building, except structural portions.

SECTION 10 - TENANT TO PAY FEES

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

SECTION 11 - SIGNS

Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, at any place on

the premises provided that such signs meet the requirements of local laws and regulations. When erecting such signs, the Tenant shall not injure the building and shall save the Landlord harmless from any damage resulting from the installation or removal of such signs.

SECTION 12 - TERMINATION AND SURRENDER OF POSSESSION

Either party to this agreement may terminate or cancel same by giving the other party six (6) months advance written notice of its intent to do so by sending the same by certified mail, return receipt requested, to the City Manager of Landlord or to the Board of Commissioners of Tenant, whichever the case may be. Upon the termination of this lease or any renewal thereof, Tenant shall surrender the premises in the same condition or repair as at the beginning of the term, ordinary wear, tear and damages excepted.

SECTION 13 - SUB-LEASING

Tenant shall not sublease the subject property without first securing the express written approval of Landlord.

SECTION 14 - WAIVER OF SUBROGATION

Landlord and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the leased premises or any improvements

or other property located thereon, caused by or resulting from fire, explosion or other casualty of whatsoever origin, to the extent that the same is covered by and reimbursement made by insurance maintained on the leased premises or the contents thereof; provided, however, that nothing contained in this section shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction as provided herein. All policies of insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insured thereunder ⁴waives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant. This provision shall not be effective in the event that a waiver of subrogation endorsement is not available from the insurer at standard commercial rates.

SECTION 15 - LEASE BINDING

It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both the Landlord and Tenant.

SECTION 16 - ENTIRE AGREEMENT

This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have caused this indenture to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Nancy W. Brown
Unofficial Witness

Nancy W. Brown
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires October 23, 1934

Signed, sealed and delivered
in the presence of:

Samuel B. Craig
Unofficial Witness

Samuel B. Craig
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires April 15, 1933

LANDLORD:

CITY OF STOCKBRIDGE

BY: N. W. Brown (L.S.)

ATTEST: Nancy W. Brown (L.S.)

(Seal)

TENANT:

HENRY COUNTY

BY: Samuel B. Craig (L.S.)

BY: _____ (L.S.)

(Seal)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: CEMETERY

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Sales, Fees, County General Fund
Hampton	Sales, Fees, Municipal General Fund
Locust Grove	Sales, Fees, Municipal General Fund
McDonough	Sales, Fees, Municipal General Fund
Stockbridge	Sales, Fees, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000**

Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: CITY PRISONERS

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Sheriff of Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Housing of City Prisoners	Henry County and All Cities	02/28/2020 - 02/28/2030
(See Exhibit A Attached)		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770) 389-7900

EXHIBIT A

HOUSING OF CITY PRISONERS

The City shall reimburse the Sheriff's Department of Henry County in the amount of \$37.58 per day for the housing of City prisoners sentenced by the municipal court of the City for violation of a specified City section of the City Code. Said daily fee shall commence on the date the person is incarcerated by the municipal court judge. The City shall not be required to pay any fees for prisoners that are sentenced by the municipal court judge for violation of state law. The affected City shall make payment within thirty (30) days of receipt of the bill.

HENRY COUNTY, GEORGIA

By: _____ (L.S.)
Chairman

Attest: _____ (L.S.)
Clerk _____ (SEAL)

CITY OF HAMPTON, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk _____ (SEAL)

CITY OF LOCUST GROVE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk _____ (SEAL)

CITY OF McDONOUGH, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk _____ (SEAL)

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk _____ (SEAL)

HENRY COUNTY SHERIFF

By: _____ (L.S.)
Keith McBrayer, Sheriff

Attest: _____ (L.S.)
_____ (SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: HENRY COUNTY

Service: CITY PRISONERS - TRANSPORT

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County Sheriff**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Henry County Sheriff to unincorporated area of Henry County and the City of Stockbridge. Hampton, Locust Grove and McDonough shall provide this service within their incorporated areas.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	County General Fund
Stockbridge	Municipal General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Agreement between Henry County and Stockbridge.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000**

Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306

LOCUST GROVE CITY MANAGER: (770) 957-5043

MCDONOUGH CITY MANAGER: (770) 957-3915

STOCKBRIDGE CITY MANAGER: (770)389-7900



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: CODE ENFORCEMENT

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County regardless of whether the municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, Stockbridge provide this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District, as described under Paragraph 6
Hampton	Fines, Fees, Assessments, Municipal General Fund
Locust Grove	Fines, Fees, Assessments, Municipal General Fund
McDonough	Fines, Fees, Assessments, Municipal General Fund
Stockbridge	Fines, Fees, Assessments, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020, creating a special service district consisting exclusively of the unincorporated areas of the County with funding derived from grants, fees, taxes, or assessments and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: COMPREHENSIVE PLAN

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County regardless of whether those municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough and Stockbridge provides this service within their respective incorporated areas.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Special Service District as described under Paragraph 6.
Hampton	Municipal General Fund, Grants
Locust Grove	Municipal General Fund, Grants
McDonough	Municipal General Fund, Grants
Stockbridge	Municipal General Fund, Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district consisting of the unincorporated areas of the County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a joint resolution or ordinance by February 28, 2020, creating a special service district consisting exclusively of the unincorporated areas of the County with funding derived from grants, fees, taxes, or assessments and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

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COUNTY: HENRY COUNTY

Service: CORONER SERVICE

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Added SPLOST as a funding source.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

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COUNTY: HENRY COUNTY

Service: COURTS/INDIGENT DEFENSE - MUNICIPAL COURT

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton, Locust Grove, McDonough, Stockbridge**)

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Fees, Forfeitures, Fines, Municipal General Fund
Locust Grove	Fees, Forfeitures, Fines, Municipal General Fund
McDonough	Fees, Forfeitures, Fines, Municipal General Fund
Stockbridge	Fees, Forfeitures, Fines, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770) 389-7900



SERVICE DELIVERY STRATEGY

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COUNTY: HENRY COUNTY

Service: **COURTS/INDIGENT DEFENSE - STATE AND COUNTY COURTS**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County Juvenile Court, Magistrate Court, Superior and State Courts**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Fees, Forfeitures, Fines, General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



Georgia
Community Affairs



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: COURT SECURITY, SERVICE OF PROCESS,
SUBPOENAS

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Sheriff of Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Countywide Revenues

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: **DETENTION AND COLLECTION OF UNRESTRAINED ANIMALS AND RELATED CODE ENFORCEMENT**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues, Fines Collected by City Municipal Court for Enforcement of Animal Control Ordinance

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

All cities adopt a uniform animal control ordinance provided by Henry County and authorizing Henry County to enforce said ordinance within each respective city and remitting fines collected thereunder to the County.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: DEVELOPMENT AUTHORITY - County

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County Development Authority**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Countywide Revenue

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Clarified Service Provider.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: **ECONOMIC DEVELOPMENT - Independent City Authorities**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton, Locust Grove, McDonough, Stockbridge**)

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306

LOCUST GROVE CITY MANAGER: (770) 957-5043

MCDONOUGH CITY MANAGER: (770) 957-3915

STOCKBRIDGE CITY MANAGER: (770) 389-7900



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: DEVELOPMENT PLAN REVIEW

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a service district consisting of the unincorporated areas of Henry County regardless of whether the municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas as those municipal boundaries change during the term of this agreement.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District as described under Paragraph 6.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020, creating a special service district consisting of the unincorporated areas of the County and the incorporated areas of the Cities of Hampton, Locust Grove and Stockbridge with funding derived from fees, taxes, and/or user fees levied in and collected from the special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020, creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from grants, taxes, assessments, or user fees that are levied or imposed within such special district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: ELECTIONS - Federal, State, County

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Countywide Revenues

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:HENRY COUNTY

Service:*ELECTIONS - Municipal*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton, Locust Grove, McDonough, Stockbridge**)
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Intergovernmental Agreements extend to a term consistent with this form.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Henry County and City of Hampton	See IGA
Intergovernmental Agreement	Henry County and City of Locust Grove	See IGAY
Intergovernmental Agreement	Henry County and City of McDonough	See IGAY
Intergovernmental Agreement	Henry County and City of Stockbridge	See IGA

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306

LOCUST GROVE CITY MANAGER: (770) 957-5043

MCDONOUGH CITY MANAGER: (770) 957-3915

STOCKBRIDGE CITY MANAGER: (770)389-7900

SLIP SHEET FOR CITY OF HAMPTON ELECTIONS IGA

SLIP SHEET FOR CITY OF LOCUST GROVE ELECTIONS IGA

SLIP SHEET FOR CITY OF MCDONOUGH ELECTIONS IGA

SLIP SHEET FOR CITY OF STOCKBRIDGE ELECTIONS IGA



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: *ELECTRIC*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton**)
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ **Yes** (if "Yes," you must attach additional documentation as described, below)
- ☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Hampton	Fees, Assessments, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:EMERGENCY COMMUNICATIONS (911) AND DISPATCH

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Fees, Countywide Revenues

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change. The County agrees to provide both emergency and non-emergency dispatch services to all local government public safety personnel including allowing the use of the County's radio frequencies and systems through which all aforementioned services may be provided.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: EMERGENCY MANAGEMENT AGENCY (EMA)

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Fees, Countywide Revenues, Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: EMERGENCY MEDICAL SERVICES (EMS)

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

New apportionment of EMS between the City of McDonough and Henry County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020 creating a special service district consisting of the unincorporated areas of the County and the incorporated areas of the Cities of Hampton, Locust Grove and Stockbridge with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district. The aforementioned Cities within the special service district shall collect and remit fire impact fees to the County. The County will annually formulate and adopt its budget for fire protection and emergency medical services. The County will fund fifty-five percent (55%) of the County's annual fire protection and emergency medical services budget from the County special service district. The County will fund forty-five percent (45%) of the County's annual fire protection and emergency medical services budget from the County general fund

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



Georgia Community Affairs



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: HENRY COUNTY

Service: ENVIRONMENTAL HEALTH AND HEALTH DEPARTMENT

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County and the State Department of Public Health**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Countywide Revenues; SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Added SPLOST as a funding source.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: FIRE PROTECTION

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Henry County to serve all of Henry County except for the City of McDonough, as municipal boundaries change.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Fire Special Service District as described under Paragraph 6
McDonough	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Service will be provided by the provision of a Special Service District consisting of the unincorporated area of Henry County and the corporate limits of the cities of Hampton, Locust Grove and Stockbridge. The City of McDonough shall provide the service within the corporate limits of McDonough, with automatic aid agreements between McDonough and Henry County for joint response.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Automatic Aid Agreement	Henry County and City of McDonough	02/28/2020 - 02/28/2030

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020 creating a special service district consisting of the unincorporated areas of the County and the incorporated areas of the Cities of Hampton, Locust Grove and Stockbridge with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district. The aforementioned Cities within the special service district shall collect and remit fire impact fees to the County. The County will annually formulate and adopt its budget for fire protection and emergency medical services. The County will fund fifty-five percent (55%) of the County's annual fire protection and emergency medical services budget from the County special service district. The County will fund forty-five percent (45%) of the County's annual fire protection and emergency medical services budget from the County general fund.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: 10/31/2019

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE
CITY OF MCDONOUGH, GEORGIA AND HENRY COUNTY, GEORGIA FOR FIRE
PROTECTION SERVICES**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into by and among Henry County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"); and City of McDonough, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "City"). In addition, the County and City may be collectively referred to as the "Parties."

WHEREAS, the City and County have contiguous boundaries; and

WHEREAS, the City and County each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

WHEREAS, the City and County has determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue, technical, hazardous materials, and support services to the other in the event of a fire or other local emergency; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into this Agreement for Automatic Aid pursuant to State law; and

WHEREAS, there shall be no liability imposed on the City or County for any acts or omissions of employees of a responding public safety agency as a party of this Agreement pursuant to O.C.G.A. §§ 25-6-5 and 36-69-7; and

WHEREAS, the City Fire Chief or his/her designee shall be authorized to act on behalf of the City of McDonough Fire and Emergency Services Department on all matters relating to the activities and functions of this Agreement of Automatic Aid once it has been established;

WHEREAS, each party agrees to furnish resources and facilities and to render services to prevent and combat any type of fire disaster or major emergency in accordance with this duly adopted automatic aid plan; and

WHEREAS, the City and County do hereby declare that it is in the best interests of the citizens of Henry County, Georgia that the provision of fire protection services be provided and jointly-funded as set forth in this Agreement; and

WHEREAS, there shall not be a duty created on the part of any public safety agency of the parties to respond to a request from any public safety agency of another local political subdivision pursuant to O.C.G.A. § 36-69-8(a).

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the

signatures below, do hereby agree to the following:

ARTICLE I – DEFINITIONS

The following terms shall be defined as follows, including:

- A. “Automatic Aid” shall mean the immediate dispatch of a fire unit within the jurisdiction of the requesting party upon a dispatch call from the Henry County public safety answering point (“PSAP”).
- B. “Nearest Available Fire Unit” shall mean the available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident.
- C. “Responding Party” shall mean any party to this agreement that receives a request for Fire Protection Services as defined by this agreement within its jurisdiction from the other party to this agreement.
- D. “Requesting Party” shall mean any party to this agreement that requests fire protection or emergency services as defined by this agreement within its jurisdiction from the other party to this agreement.
- E. “Emergency Medical Service” shall mean life threatening basic life support service, not including paramedic service.
- F. “Emergency Response” shall mean immediate response and use of red lights and siren by responding units.
- G. “Fire Protection Services” shall mean the furnishing of resources and facilities and all services necessary to contain, control, prevent, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services, as may be associated with a Fire Unit.

ARTICLE II – AUTOMATIC AID

When a need for Fire Protection Services arises within the City limits of McDonough, the Henry County public safety answering point (“PSAP”) will dispatch the appropriate Henry County or City of McDonough fire station based on the quickest response time. The City and County each agree to provide Fire Protection Services to the area or citizen in need, regardless of whether the address dispatched to is in the unincorporated area or in McDonough, Georgia.

- A. County Obligations to the City. The County agrees to provide the following to the City:
 - 1. Upon request of the Henry County PSAP, to respond with at least one Nearest Available Fire Unit as Automatic Aid to any emergency incident(s) within the City. This service is provided at no cost.
- B. City Obligations to the County. The City agrees to provide the following to the County:
 - a. Upon request of the Henry County PSAP, to respond with at least one Nearest

Available Fire Unit as Automatic Aid to any emergency incident(s) within the unincorporated area of the County. This service is provided at no cost.

C. Other Responsibilities and Obligations of the County and the City.

The County and City agree to the following additional responsibilities and obligations:

- a. Radio Frequencies. Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the Henry County PSAP.
- b. First Units. The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident.
- c. Officer in Charge. The first arriving chief officer, regardless of jurisdiction, may assume command until relieved by a chief officer of the agency having jurisdictional responsibility (e.g. response made inside the City shall be commanded by the City officer who will become the incident commander). Every effort will be made to operate as a single attack force rather than separated agencies.
- d. No Party to this Agreement shall have any liability for any acts or omissions as a Responding Party pursuant to this Agreement and in accordance with law.

ARTICLE III – FUNDING FOR PROVISION OF SERVICES

In exchange for the provision of automatic aid, the City and County agree to fund Fire Protection Services under the following terms and conditions.

- A. The County funds Fire Protection Services through a special service district consisting of the unincorporated area of Henry County, the City of Hampton, the City of Locust Grove, and the City of Stockbridge as established pursuant to and in accordance with the most recently adopted service delivery strategy agreement (“County Special Service District”).
- B. The County will annually formulate and adopt its budget for Fire Protection Services. The County will deliver notice of the County’s Fire Protection Services to the City within ten (10) days of the adoption of the budget.
- C. The County will fund fifty-five percent (55%) of the County’s annual Fire Protection Services budget from the County Special Service District. The County will fund forty-five percent (45%) of the County’s annual Fire Protection Services budget from the County general fund.

ARTICLE IV – DURATION OF AGREEMENT

- A. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below.
- B. Where a Party is alleged to have breached this Agreement, the non-breaching Party must provide advance notice of the alleged breach and allow thirty (30) days for the other Party to cure the alleged breach. If the alleged breaching Party fails to cure, the non-breaching Party may pursue mediation hereunder. In the event a dispute arises regarding this Agreement, any party must seek to resolve the dispute by providing formal notice to the other party of such intent. In the event the dispute cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from said notices, any party may file the appropriate petition in the Superior Court of Henry County.
- C. In the event a party wishes to terminate this Agreement prior to its natural expiration, such party must provide the other party 180 days advance written notice. Such termination shall not be effective until December 31st of the year following notice of termination.

ARTICLE V – MISCELLANEOUS

- A. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the Service Delivery Strategy for Greene County, which shall remain in full force and effect.
- B. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
- C. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
- D. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
- E. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.

- F. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE VI – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the commencement date.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

HENRY COUNTY

Signature: _____

Print: _____
Title: Chairman

Attest:

Signature: _____

Print: _____
Title: County Clerk

CITY OF MCDONOUGH

Signature: _____

Print: _____
Title: Mayor

Attest:

Signature: _____

Print: _____
Title: City Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: HENRY COUNTY

Service: GIS AND MAPPING SERVICES

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a single special service district consisting of the unincorporated areas of Henry County as shown in the attached map regardless of whether those municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas as those municipal boundaries may change during the term of this agreement.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District as described under Paragraph 6.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Hampton and McDonough now provide the service within their incorporated boundaries. Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020 creating a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: HENRY COUNTY

Service: HOUSING AUTHORITY

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton and McDonough are presently providing the service through their respectful Housing Authorities. All cities have the right to establish a housing authority within their respective jurisdiction.**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Hampton	Fees, Assessments, Municipal General Fund, Grants, SPLOST
McDonough	Fees, Assessments, Municipal General Fund, Grants, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Grants and SPLOST will be used for funding in addition to fees, assessments, and the municipal general fund.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐ Yes ☒ No

If not, provide designated contact person(s) and phone number(s) below:

HAMPTON CITY MANAGER: (770) 946-4306

MCDONOUGH CITY MANAGER: (770) 957-3915



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: LIBRARY SERVICE

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County Library System**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Countywide Revenues, SPLOST, Fees, Grants, Donations

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

SPLOST, fees, grants and donations are now used for funding in addition to countywide revenues.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HENRY COUNTY

Service:PARK CONSTRUCTION AND MAINTENANCE

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County provides this service for county operated parks in accordance with intergovernmental agreement. Hampton, Locust Grove, McDonough and Stockbridge may operate and manage their own parks.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	County General Fund, SPLOST, Fees, as described in IGA
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County adds SPLOST, and fees as sources of funding; including through impact fees.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

By ordinance or resolution, 50% of impact fees levied for parks and recreation shall be remitted to the County to assist with capitol improvements on county operated parks located within each city remitting such fees. In general the operation, control and maintenance of the following parks located within the Cities is the responsibility of the County: See Exhibit "A," attached hereto. Where a particular City's regulations differ from the County regarding use of the parks for events, that City, however, reserves the right to approve and condition events, including but not limited to, the nature, hours, and sale of food and beverages associated with such events, to be held in the following parks within their respective jurisdictions - See Exhibit "A," attached hereto.

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



Georgia Community Affairs



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: PLANNING AND ZONING

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County regardless of whether the municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas as those municipal boundaries may change during the term of the agreement.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District, as described under Paragraph 6
Hampton	Fees, Assessments, Municipal General Fund
Locust Grove	Fees, Assessments, Municipal General Fund
McDonough	Fees, Assessments, Municipal General Fund
Stockbridge	Fees, Assessments, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district. Stockbridge and Hampton provide their own service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020 creating a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: POLICE

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Henry County will provide this within a single Special Service District consisting of the unincorporated areas of Henry County, Georgia and the municipal boundaries of the City of Stockbridge, Georgia regardless of whether those municipal boundaries change over the term of the agreement. The Cities of Hampton, Locust Grove, and McDonough provide this service within their respective incorporated areas, as those municipal boundaries may change during the term of this agreement.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District With Stockbridge, as described under Paragraph 6,
Hampton	Fees, Grants, General Funds, SPLOST
Locust Grove	Fees, Grants, General Funds, SPLOST
McDonough	Fees, Grants, General Funds, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

By entering into this SDS agreement, the County and Cities of Hampton, Locust Grove, and McDonough hereby agree to provide mutual aid to each other pursuant to and with all rights, responsibilities and privileges afforded under "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, no party hereto shall seek or require any compensation whatsoever from any other party which provides mutual aid. The City of Stockbridge, likewise, consents to and agrees that the other Cities of Henry County may provide mutual aid within its corporate boundaries in accordance with "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, Stockbridge shall not seek nor require any compensation whatsoever from any such city which provides mutual aid.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Mutual aid (see box 4 above)	Henry County, Hampton, Locust Grove, McDonough,	02/28/2020 - 02/28/2030
Intergovernmental Agreement to Provide Police Services With a Service District	Henry County, Stockbridge	02/28/2020- 02/28/2030

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020 creating a special service district consisting of the unincorporated areas of the County and the incorporated area of the City of Stockbridge with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: 02/28/2020/

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES
WITHIN A POLICE SERVICE DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019
by and between **HENRY COUNTY, GEORGIA**, a political subdivision of the State of Georgia
(hereinafter referred to as "COUNTY"); the **CITY OF STOCKBRIDGE**, a municipal corporation
chartered by the State of Georgia (hereinafter referred to as "STOCKBRIDGE")

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia
of 1983, the City and the County are authorized to contract with one another for a period not
exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate
use of facilities or equipment, provided that such contracts must deal with activities, services, or
facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2,
Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide
police services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1)
prohibits, except as otherwise provided by law, cities or counties from exercising governmental
authority within each other's boundaries except by contract; and

WHEREAS, the County and City herein named have created a Police Service District by
joint resolution, which shall have an effective date of _____ 2019 and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement which shall define the police services to be provided by the County within this Police Service District; and

WHEREAS, the County and City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the City do agree and consent to the following:

ARTICLE I

PURPOSE, TERM AND RENEWAL

1. The purpose of this Agreement is to define the nature and scope of police services to be provided by the County within the Police Service District and to provide for the manner of payment for such services.

2. The Police Service District shall consist of the entire unincorporated area of the County and the incorporated area of Stockbridge located within Henry County.

3. The term of this Agreement shall commence on _____, 2019 and continue for a period of ten (10) years.

4. After the original term of this Agreement, said Agreement shall automatically renew for three (3) years unless prior to the expiration of the original term or any extension thereof, written notice is given by one party to this Agreement to the other parties thereto at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

ARTICLE II

POLICE SERVICES PROVIDED WITHIN POLICE SERVICE DISTRICT

5. The County shall provide the following police services within the Police Service

District:

- a. Accident Investigation
- b. Alcohol & Vice
- c. Asset Forfeitures
- d. Aviation
- e. Bomb Disposal (EOD)
- f. Commercial Vehicle Enforcement
- g. Crime Analysis
- h. Crime Prevention
- i. Crime Scene Investigation
- j. Crime Suppression
- k. Criminal Intelligence Analysis
- l. DUI Task Force
- m. Field Intelligence
- n. Gang Unit
- o. Highway Interdiction
- p. Joint Terrorism Task Force
- q. K-9 Teams
- r. Motor Unit
- s. Narcotics
- t. Park Police
- u. Persons/Property Investigations
- v. Property/Evidence
- w. Red Light Camera Enforcement
- x. Scene Investigation
- y. SWAT
- z. General Law Enforcement Administration
- aa. Technical Support
- bb. Uniform Police Patrol

6. The County reserves the right to modify said services based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity; but any such modification shall affect the Police District in a uniform nondiscriminatory manner.

7. The County shall provide to the residents and businesses of Stockbridge the same police services it provides to the residents and businesses of the unincorporated area of Henry County.

8. The City may elect to opt into or out of the Police Service District during the continuation of the Police Service District upon giving notice in writing to the County of such election. To exercise such option, a City shall adopt a resolution which requests that the County discontinue or commence the provision of police services within the City. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County at least twelve months prior to the City's exit from of the Police Service District. Any such election shall not affect the continuing existence of the Police Service District.

9. The Police Service District costs shall include the costs associated with the Henry County's provision of the services outlined in Section 5 above.

10. The County shall levy a uniform millage rate within the Police Service District and assess all properties in a uniform manner within the Police Service District.

11. In partial consideration for this Agreement, the City will provide to the County the building located at 4545 North Henry Blvd., Stockbridge, Georgia as the location for the County's police precinct an annual rental rate of \$1.00 for the duration of this Agreement. The County will maintain the precinct in this location for the duration of this Agreement.

12. Police Services within the Police Service District including the construction and maintenance of facilities and the acquisition and maintenance of equipment shall be funded through unincorporated area revenues generated by insurance premium taxes, occupation taxes, business license fees, alcohol beverage excise taxes and license fees, franchise fees, and fines,

forfeitures, and fees of the State Court and Clerk's office, other related feed and revenue, assessments, and property taxes collected solely within the Police District.

13. The County shall establish a Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund.

ARTICLE III

AUDITS

14. The Police Service District shall be reviewed each year by the County's independent, external auditors to ensure that revenues are receipted and expenditures recorded in accordance with the Service Delivery Strategy Agreement agreed upon by the parties. Said auditors shall provide annually a certified statement to all parties as to whether the County and all affected Cities are financially in compliance with this Agreement. If the County or the affected Cities are not in compliance, said auditors shall specify annually the areas of non-compliance and recommend steps needed to achieve compliance. The results of the external auditor's review completed pursuant to this Paragraph shall be distributed annually to the County and the City within one hundred eighty (180) days of the close of the County's fiscal year. The cost of the external auditor's review shall be allocated to the Police Service District. The County shall allow the City at its expense to contract with an independent, external auditor to perform its own audit of the County's books to verify compliance with the Service Delivery Strategy Agreement.

ARTICLE IV

DEFAULT AND DISPUTE RESOLUTION

15. If an event of default occurs, the non-defaulting party shall notify the other in writing, specify the basis for the default, and advise the other that the default must be within a thirty (30)

day period. The non-defaulting party may grant additional time to cure the default, as it deems appropriate, without waiver of any of its rights, so long as the defaulting party has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period prescribed or agreed upon. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

ARTICLE V

AMENDMENTS

16. This Agreement may be modified at any time by mutual written consent of the County the City, as approved by the parties' governing authorities.

ARTICLE VI

ASSIGNABILITY

17. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

ARTICLE VII

ENTIRE AGREEMENT, SEVERABILITY

18. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

19. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

20. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VIII

NOTICES

21. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

- a. If to the City of Stockbridge:

City Manager
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

- b. If to Henry County:

County Administrator
Henry County
140 Henry Parkway
McDonough, GA 30253

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

THE CITY OF STOCKBRIDGE

BY: _____
Vanessa Holiday, Clerk

BY: _____ (SEAL)
Anthony S. Ford, Mayor

DATE: _____

APPROVED AS TO FORM:

BY: _____
Michael Williams, City Attorney

DRAFT

ATTEST:

HENRY COUNTY, GEORGIA

BY: _____
Stephanie Braun, Clerk

BY: _____ (SEAL)
June Wood, Chair

DATE: _____

APPROVED AS TO FORM:

BY: _____
Patrick Jaugstetter, County Attorney

DRAFT



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: **PURCHASE OF FLEET VEHICLES, EQUIPMENT,
PETROLEUM, AND SUPPLIES, ETC.**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough and Stockbridge**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: ROAD/STREET CONSTRUCTION, IMPROVEMENTS AND
MAINTENANCE AND TRANSPORTATION PLANNING

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within the unincorporated area and on designated streets within the Cities in accordance with an Intergovernmental Agreement referenced herein. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas as those municipal boundaries may change during the term of the agreement, as provided in said Intergovernmental Agreement.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	County General Fund, Revenues stated in IGA, as described under Paragraph 5
Hampton	Muni General Fund, Revenues stated in IGA, as described under Paragraph 5
Locust Grove	Muni General Fund, Revenues stated in IGA, as described under Paragraph 5
McDonough	Muni General Fund, Revenues stated in IGA, as described under Paragraph 5
Stockbridge	Muni General Fund, Revenues stated in IGA, as described under Paragraph 5

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Updated Intergovernmental Agreement

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement on the maintenance of Roads and Streets	Henry County, Hampton, Locust Grove, McDonough, and Stockbridge	02/28/2020 - 02/28/2030

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING OF ROADS AND STREETS

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this _____ day of _____, 2019, by and among the City of Hampton ("Hampton"), the City of Locust Grove ("Locust Grove"), the City of McDonough ("McDonough"), and the City of Stockbridge ("Stockbridge"), which are municipal subdivisions acting by and through their Mayors and Councils (hereinafter "Cities"), and Henry County (the "County"), a political subdivision acting by and through its Board of Commissioners. The Cities and the County shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the Parties shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide." (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

WHEREAS, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the Parties—by duly approving this Agreement and spreading same upon the minutes of each respective entity—do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the maintenance and operation of roads and streets be provided and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I—DEFINITIONS

The following terms shall be defined as follows, including:

- A. “County roads” are those public roads and bridges within the unincorporated area of Henry County, excluding the State Highway System, as defined under O.C.G.A. § 32-4-1, and excluding Municipal Streets, as defined below, as of the effective date of this Agreement.
- B. “Municipal streets” are those public roads and bridges where both sides of the road are within the corporate limits of that municipality and which are not a County Road, as defined above, or a State Highway, as defined under O.C.G.A. § 32-4-1, as of the effective date of this Agreement.
- C. “Maintenance” or “maintain” is defined as maintaining and repairing roads, streets, and bridges, including all appurtenances thereto, in sound, safe, functional and operational order for the public use (including, but not limited to, laying gravel, filling pot holes, resurfacing, repairing existing signals and signage) as well as all costs incurred in performing maintenance including, but not limited to, the administrative costs associated therewith, but exclusive of capital improvements. This term also includes paying for the servicing, synchronizing, and electrical costs associated with traffic signals on the designated streets, provided the signal is located at either terminus or between the termini of the designated streets.
- D. “Capital improvements” are defined as new road or bridge construction, new signalization, and paving of existing dirt/gravel roads, together with the administrative costs associated thereof.

ARTICLE II—PROVISION AND FUNDING

- A. Each City shall maintain the existing municipal streets located totally within the incorporated area of the City except those municipal streets or segments thereof specified in Exhibit “A” attached hereto and incorporated herein by reference and referred hereinafter as “designated streets.”
- B. The County shall maintain county roads and designated streets using County general funds and grant funds.
- C. The Cities shall maintain municipal streets using each City’s respective general fund and grant funds.
- D. The Parties agree to have their respective Directors of Public Works meet annually with the first meeting being held between the first day of January and the first day of March to

discuss road and street maintenance and capital improvements for the calendar year with the purpose and intent to coordinate efforts and look for cost savings measures among the Parties as well as identify which designated streets will be maintained by the County and agree upon the scope and schedule for such maintenance. The County warrants that in addition to routine maintenance designated streets and their signage and signalization, at a minimum, it shall resurface no less than twenty percent (20%) of the lane miles of the designated streets in each City within the first five (5) years of this Agreement and no less than twenty percent (20%) of the lane miles of the designated streets in each City within the second five (5) year period of this Agreement. If the County fails to complete such resurfacing in any City by the close of each five-year period, the County shall remit payment from its general funds to each such City in the amount of \$300,000 per lane mile or fraction thereof not resurfaced as set by the percentages stated above. Such payment shall be made within sixty (60) days of notice being mailed to the Chairman of the Board of Commissioners by overnight delivery or certified mail from the Mayor of such City.

- A. Capital improvements for County road system shall be funded with the County's share of revenues from a transportation special purpose local option sales tax revenues ("T-SPLOST"), special purpose special option sale tax revenues ("SPLOST"), state and federal revenues, grant funds, or ad valorem taxes levied exclusively in the unincorporated area of Henry County. County General funds are expressly prohibited. Each City shall fund its capital improvements to its respective municipal street system with its respective share of revenues from T-SPLOST, SPLOST, state and federal funds, grant funds, or its respective general fund.

ARTICLE III—DURATION OF AGREEMENT

- A. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement is due for review.
- B. In the event this Agreement expires or is terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration or termination of this Agreement.

ARTICLE IV—MISCELLANEOUS

- A. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

SECTION 1: GENERAL INFORMATION

The following information is for your information only. It is not to be used for any other purpose.

The following information is for your information only. It is not to be used for any other purpose.

The following information is for your information only. It is not to be used for any other purpose.

The following information is for your information only. It is not to be used for any other purpose.

SECTION 2: SPECIFIC INFORMATION

The following information is for your information only. It is not to be used for any other purpose.

The following information is for your information only. It is not to be used for any other purpose.

The following information is for your information only. It is not to be used for any other purpose.

The following information is for your information only. It is not to be used for any other purpose.

other form or agreement associated with the Service Delivery Strategy for Greene County, which shall remain in full force and effect.

- B. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
- C. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
- D. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
- E. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
- F. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE V—EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

HENRY COUNTY

Signature: _____

Print: _____
Title: Chairman

Attest:

Signature: _____

Print: _____
Title: County Clerk

CITY OF HAMPTON

Signature: _____

Print: _____

Title: Mayor

Attest:

Signature: _____

Print: _____

Title: City Clerk

CITY OF LOCUST GROVE

Signature: _____

Print: _____

Title: Mayor

Attest:

Signature: _____

Print: _____

Title: City Clerk

CITY OF MCDONOUGH

Signature: _____

Print: _____

Title: Mayor

Attest:

Signature: _____

Print: _____

Title: City Clerk

CITY OF STOCKBRIDGE

Signature: _____

Print: _____

Title: Mayor

Attest:

Signature: _____

Print: _____

Title: City Clerk

**HENRY COUNTY TAX
COMMISSIONER**

Signature: _____

Print: _____

Title: Tax Commissioner

Attest:

Signature: _____

Print: _____

Title: _____



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: SENIOR CITIZENS CENTERS

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (If "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Countywide Revenues

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: TRANSIT - SENIOR TRANSIT SERVICES

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Countywide Revenues; Grants; SPLOST, TSPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Grants, SPLOST and TSPLOST added as a funding sources

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: SOIL EROSION CONTROL AND INSPECTIONS

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district as described herein, consisting of the unincorporated areas of Henry County regardless of whether the municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas as those municipal boundaries may change during the term of this agreement.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	Special Service District, as described under Paragraph 6.
Hampton	Fees, Municipal General Fund
Locust Grove	Fees, Municipal General Fund
McDonough	Fees, Municipal General Fund
Stockbridge	Fees, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district. Hampton and Stockbridge will now provide their own service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020, creating a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, City Manager**
 Phone number: **770-288-6000** Date completed: **02/28/2020**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: **SOLID WASTE GARBAGE COLLECTION & YARD WASTE COLLECTION, RESIDENTIAL RECYCLING**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a single special service district consisting of the unincorporated areas of Henry County as shown in the attached map regardless of whether the municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough and Stockbridge provide this service within their respective incorporated areas as those municipal boundaries may change during the term of this agreement.**

e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Fees, Sales, Special Service District, as described under Paragraph 6.
Hampton	Fees, Sales, Municipal General Funds
Locust Grove	Fees, Sales, Municipal General Funds
McDonough	Fees, Sales, Municipal General Funds
Stockbridge	Fees, Sales, Municipal General Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020 creating a special service district consisting of the unincorporated areas of the County and the incorporated areas of the Cities of Hampton, Locust Grove and Stockbridge with funding derived from fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000**

Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: STORMWATER MANAGEMENT

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County regardless of whether those municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas as those municipal boundaries may change during the term of this agreement.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ Yes (if "Yes," you must attach additional documentation as described, below)
- ☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Henry County	Special Service District, as described under Paragraph 6.
Hampton	Fees, Enterprise Funds, Municipal General Fund
Locust Grove	Fees, Enterprise Funds, Municipal General Fund
McDonough	Fees, Enterprise Funds, Municipal General Fund
Stockbridge	Fees, Enterprise Funds, Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Henry County will create a special service district.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

To fund this service, Henry County shall adopt a resolution or ordinance by February 28, 2020 creating a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: HENRY COUNTY

Service: **VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIRS**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ Yes (if "Yes," you must attach additional documentation as described, below)

☒ No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000**

Date completed: 02/28/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:



Where Community Connects

4640 North Henry Blvd. Stockbridge, GA 30281

APPLICATION FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

Citizens provide a great insight and knowledge to City government. An avenue that the City of Stockbridge uses to get this insight is through the various Boards and Commissions of the City of Stockbridge. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Stockbridge and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board, Committee or Commission expects from me?
- Am I committed to the goals and mission of this Board, Committee or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Committee or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board, Committee or Commission?
- Am I willing to participate in necessary Board, Committee or Commission training, education and development activities that will improve my effectiveness in my position?
- Am I willing to complete a Criminal Background Check upon selection?

APPLICANT INFORMATION

Applicant Name: Barbara Richardson

Occupation: CPA Employer: SpringWell Financial Solutions (owner)

Home Address: 7221 [REDACTED] City: Stockbridge Zip: 30281

Home Phone: 770 [REDACTED] 505-0830 Home E-Mail: [REDACTED]

Work Phone: [REDACTED] 507-2150 Work E-Mail: [REDACTED]

Cell Phone: () Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable)

159 Burke St, Stockbridge, GA 30281

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority
- If applying for the Main Street Advisory Board, which position?
(see positions noted below) _____
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? 3 Years 6 Months
- c) Are you current with all your financial obligations to the City of Stockbridge? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

N/A

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☐ Yes ☒ No If yes, please explain:

~~N/A~~

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict regarding your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

BOARD, COMMITTEE OR COMMISSION APPLICATION

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I desire to serve on the Downtown Development Authority because as a business owner, I am invested in the plans and growth of our city and would like to do more than observe from the sidelines. While I've owned my business in Stockbridge for over 10 years, the last 3.5 years have been in the Downtown area, which has allowed me to not only gain an appreciation for smart and sustainable growth but have also motivated me to be a part of that growth and not just a beneficiary of it.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

I'd like to serve on any board for which I am qualified.

- k) Please attach a Resume of Qualifications for the Board position for which you are applying.

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board, Committee or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I always agree to comply with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

ESigned via ScanMailDocx.com
Barbara D. Richardson
Rev: 07209a5b01272204b43304cc01e00

Signature

Barbara Richardson

Printed Name

06/03/2020

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: cityclerk@cityofstockbridge-ga.gov

BOARD, COMMITTEE AND COMMISSION INFORMATION

Council on Aging (COA) The Henry County Council on Aging is a 501(c)(3) non-profit organization made up of nineteen (19) volunteers who serve as directors. Directors are selected by each County Commissioner and City Council members of the four cities. The COA's primary objective is to support programs that serve Henry County senior citizens. Supported programs include Meal-on-Wheels, Nutrition Supplements, In-Home Services, Senior Centers, and Volunteer Activities. The council members serve as advocates on behalf of the senior citizens of Henry County. The COA's primary fundraising event is the Miles-for-Meals Campaign which is held annually on the first Saturday in May. To be eligible to serve as a representative for the City of Stockbridge, an applicant must reside within the city limits of Stockbridge. Term is one (1) year and member is eligible for re-appointment.

Downtown Development Authority (DDA) The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. The DDA is comprised of seven (7) members who are:

- (1) a taxpayer residing in the municipal corporation for which the authority is created; or
- (2) an owner or operator of a business located within the downtown development area and a taxpayer residing in the county in which is located the City of Stockbridge; (one such director may be a member of the governing body of the City of Stockbridge and not less than four shall be or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area defined herein).
- (3) one director who resides outside the county; in which the City of Stockbridge is located, provided, that director owns a business within the downtown development area and is a resident of the State of Georgia; or own and operate a business within the city. Four of the members must have a specific economic interest in the downtown area. The members are appointed by the Mayor and Council and each serve 4-year terms and are eligible for re-appointment.

Regular Meetings are held the 3rd Monday of each month (or as necessary) --

Public Facilities Authority (PFA) which shall be deemed to be a political subdivision of the state and a public corporation. Such corporation shall be separate and distinct from any public corporation or other entity heretofore created by the General Assembly and shall be an instrumentality of the state exercising governmental and proprietary powers. The authority is created for the purpose of promoting the public good and general welfare of the citizens of the city and of the state and financing and providing facilities, equipment, and services within the city, for sale to, lease or sublease to, or operation by any public body or any private person. In connection with the exercise of any of its powers, the members of the authority may make findings or determinations that the exercise of its powers as proposed will promote the public good and general welfare, and assist public bodies in providing facilities, equipment, and services in the city, and such findings or determinations, if made, shall be conclusive and binding and shall not be subject to review.

Three members shall be persons residing in the City of Stockbridge; Four members shall be persons residing in Henry County who possess specific experience, knowledge, or professional expertise in the field of banking, finance, real estate development, community development, or another area of expertise related to economic development. To be eligible for appointment as a member of the authority, a person shall be at least 21 years of age and a resident of Henry County for at least two years prior to the date of his or her appointment and shall not have been a convicted felon. The mayor or any member of the city council may be appointed to serve as one of the seven members of the authority.

BOARD, COMMITTEE AND COMMISSION INFORMATION

Development Authority (DA) The directors shall be taxpayers residing in the county or municipal corporation for which the authority is created, and their successors shall be appointed as provided by the resolution provided for in Code Section 36-62-4. The governing authority of a county or municipality may appoint no more than one member of the governing authority as a director.

Planning Commission formerly known as the Zoning Advisory Board (ZAB) The Planning Commission is an advisory body to the City Council, which is responsible for directing the short and long-range growth and development of the City through maintenance and implementation of the City's General Land Use and Development Plans. The Commission is composed of (6) six members who shall be residents of the City, serve with compensation and shall be appointed upon the basis of the majority of the City Council. Commissioners shall serve a four-year term with a maximum of two full consecutive terms. Commissioner shall not hold any other public office or position with the City of Stockbridge.

Planning Commission meetings are held on the 4th Thursday of every month at 7:00 p.m., with a called meeting taking place in a rare circumstance.

Board of Ethics – The Board of Ethics consists of three (3) residents of the city to be appointed as follows: the mayor shall appoint one (1) resident; and the council members, exclusive of the mayor and by an affirmative vote of the majority of its members, shall appoint three (3) residents. The mayor shall appoint a fifth member, said appointment to be confirmed by the city council. The third member of the board of ethics and all shall serve a two-year term. In the event of a vacancy due to resignation, death, incapacity, disqualification or removal for cause, the appointing party (i.e. the mayor or the council) shall appoint a new qualified resident to fill the remainder of the term. No person shall serve on the board of ethics if the person has or has had within the preceding one (1) year period, any interest in any contract or contracting opportunity with the city or has been employed by the city. Members of the board of ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board of ethics for that complaint. An alternative member of the board of ethics shall be selected in the same manner as the disqualified individual. No person shall serve on the board of ethics who has been convicted of a felony involving moral turpitude in this state or in any other state, unless such person's civil rights have been restored and at least ten (10) years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude. No person shall serve on the board of ethics who is less than twenty one (21) years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board of ethics, or who is not qualified to be a registered voter in the City of Stockbridge.

BOARD, COMMITTEE AND COMMISSION INFORMATION

Main Street Advisory Board — The Stockbridge Main Street Program is a community-driven initiative that focuses on conscientious revitalization of the Historic Downtown area. Based on the *Main Street Four-Point Approach*TM which explores the four areas of Downtown **Design, Economic Restructuring, Promotion and Organization**, the underlying premise of the Main Street concept is to encourage economic development, within the context of historic preservation, in ways that are appropriate for today's marketplace. Main Street programs across the nation advocate a return to community self-reliance, local empowerment, and the rebuilding of traditional commercial districts based on their unique assets—distinctive architecture, a pedestrian-friendly environment, personal service, local ownership, and a sense of community. The Main Street Advisory Board is comprised of 11 members and will meet once per month (or as necessary). Each Board Member must agree to serve on at least one committee.

Position	Status	Term	Term Notes
City Council Member	Ex officio ¹ Board Member	1 year	Can be reappointed based on the calendar year, and approval by the City Council
Representative from the Downtown Development Authority	Ex Officio Member	1 year	Can be reappointed by the organization, then approved by the City Council.
2 - Stockbridge Residents	Regular Board Member	2 years	Can be reappointed by City Council
2 - Stockbridge Business or Property Owners / Operators (Within the Main Street District)	Regular Board Member	2 years	Can be reappointed by City Council
2- Stockbridge Business or Property Owners / Operators (Outside of the Main Street District)	Regular Board Member	2 years	Can be reappointed by City Council
Architect, Contractor, Interior Designer, or Landscape Architect (Henry County-based)	Regular Board Member	2 years	Can be reappointed by City Council
Representative from a Stockbridge-based Arts Organization	Regular Board Member	1 year	Can be reappointed by the organization, then approved by the City Council.
Representative from a Stockbridge-based financial institution	Regular Board Member	1 year	Can be reappointed by the financial institution, then approved by the City Council.

Main Street Advisory Board Offices² President Vice-President Secretary

¹ An Ex-Officio Board Member serves on the Board because of another office or position that he/she currently holds. The term is Latin, meaning literally "from the office", and the sense intended is "by right of office." Ex Officio members are afforded the same rights as regular Board members, including debate, making formal motions, and voting.

² There is no need for a separate position of Treasurer – City Finance Team will handle financial needs.

City of Stockbridge

Historic Preservation Commission – In the support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the City of Stockbridge is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people. To stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business. To enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law. To provide for the designation, protection, preservation and rehabilitation of historic properties and districts and to participate in federal or state programs to do the same.

The Commission shall consist of five (5) members appointed by the Mayor and ratified by the City Council. All members shall be residents of Stockbridge and shall be persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources. To the extent available in the City, at least three (3) members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions. Members shall serve three-year terms. Members may not serve more than two (2) consecutive terms. In order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years; and two (2) members for three (3) years. Members shall not receive a salary, although they may be reimbursed for expenses.

PROCEDURES FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Manager will notify the Mayor and Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Manager will cause this information to be posted via the City's bulletin board, printed newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and Council will set the timeframe for the acceptance of applicants.
- 3) Applications shall be sent to the City Clerk. The Mayor and Council may interview candidates at its discretion. The Mayor and Council retain all responsibilities and rights to select candidates, nominate and confirm appointments as required by City Ordinance.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive notice of the appointment.



Where Community Connects

4640 North Henry Blvd. Stockbridge, GA 30281

APPLICATION FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

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Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board, Committee or Commission expects from me?
- Am I committed to the goals and mission of this Board, Committee or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Committee or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board, Committee or Commission?
- Am I willing to participate in necessary Board, Committee or Commission training, education and development activities that will improve my effectiveness in my position?
- Am I willing to complete a Criminal Background Check upon selection?

APPLICANT INFORMATION

Applicant Name: Maxwell Sears Caya Counseling Services 157 Burke Street Suite 112 Stockbridge 30281

Occupation: Ceo/President/Therapist Employer: Caya Counseling Services, Inc.

Home Address: 420 Faircloth City: McDonough Zip: 30252

Home Phone: [REDACTED] Home E-Mail: [REDACTED]

Work Phone: [REDACTED] Work E-Mail: Same

Cell Phone: [REDACTED] Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable)

City of Stockbridge

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Stockbridge
If applying for the Main Street Advisory Board, which position? Open
(see positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? 3 Years Months
- c) Are you current with all your financial obligations to the City of Stockbridge? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

N/A

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☒ Yes ☐ No If yes, please explain:

Caya Counseling Services at 157 Burke Street Suite 112 Stockbridge, Ga 30281

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict regarding your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

City of Stockbridge

BOARD, COMMITTEE OR COMMISSION APPLICATION

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I am a business owner in Stockbridge and I believe in the cooperative and financial development of Stockbridge because I believe in the vision and motto of the Major and the commissioners and what I would bring is the same professionalism and dedication to support that vision of Stockbridge. No matter what we go through as a person, it should always make us a better person rather than bitter. one.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

I am available to whatever position is opened

- k) Please attach a Resume of Qualifications for the Board position for which you are applying.

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board, Committee or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I always agree to comply with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.


Maxwell Sears

Maxwell Sears

02/27/2020

Signature

Printed Name

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: cityclerk@cityofstockbridge-ga.gov

City of Stockbridge

BOARD, COMMITTEE AND COMMISSION INFORMATION

Council on Aging (COA) The Henry County Council on Aging is a 501(c)(3) non-profit organization made up of nineteen (19) volunteers who serve as directors. Directors are selected by each County Commissioner and City Council members of the four cities. The COA's primary objective is to support programs that serve Henry County senior citizens. Supported programs include Meal-on-Wheels, Nutrition Supplements, In-Home Services, Senior Centers, and Volunteer Activities. The council members serve as advocates on behalf of the senior citizens of Henry County. The COA's primary fundraising event is the Miles-for-Meals Campaign which is held annually on the first Saturday in May. To be eligible to serve as a representative for the City of Stockbridge, an applicant must reside within the city limits of Stockbridge. Term is one (1) year and member is eligible for re-appointment.

Downtown Development Authority (DDA) The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. The DDA is comprised of seven (7) members who are:

(1) a taxpayer residing in the municipal corporation for which the authority is created; or

(2) an owner or operator of a business located within the downtown development area and a taxpayer residing in the county in which is located the City of Stockbridge; (one such director may be a member of the governing body of the City of Stockbridge and not less than four shall be or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area defined herein).

(3) one director who resides outside the county; in which the City of Stockbridge is located, provided, that director owns a business within the downtown development area and is a resident of the State of Georgia; or own and operate a business within the city. Four of the members must have a specific economic interest in the downtown area. The members are appointed by the Mayor and Council and each serve 4-year terms and are eligible for re-appointment.

Regular Meetings are held the 3rd Monday of each month (or as necessary) --

Public Facilities Authority (PFA) which shall be deemed to be a political subdivision of the state and a public corporation. Such corporation shall be separate and distinct from any public corporation or other entity heretofore created by the General Assembly and shall be an instrumentality of the state exercising governmental and proprietary powers. The authority is created for the purpose of promoting the public good and general welfare of the citizens of the city and of the state and financing and providing facilities, equipment, and services within the city, for sale to, lease or sublease to, or operation by any public body or any private person. In connection with the exercise of any of its powers, the members of the authority may make findings or determinations that the exercise of its powers as proposed will promote the public good and general welfare, and assist public bodies in providing facilities, equipment, and services in the city, and such findings or determinations, if made, shall be conclusive and binding and shall not be subject to review.

Three members shall be persons residing in the City of Stockbridge; Four members shall be persons residing in Henry County who possess specific experience, knowledge, or professional expertise in the field of banking, finance, real estate development, community development, or another area of expertise related to economic development. To be eligible for appointment as a member of the authority, a person shall be at least 21 years of age and a resident of Henry County for at least two years prior to the date of his or her appointment and shall not have been a convicted felon. The mayor or any member of the city council may be appointed to serve as one of the seven members of the authority.

City of Stockbridge

BOARD, COMMITTEE AND COMMISSION INFORMATION

Development Authority (DA) The directors shall be taxpayers residing in the county or municipal corporation for which the authority is created, and their successors shall be appointed as provided by the resolution provided for in Code Section 36-62-4. The governing authority of a county or municipality may appoint no more than one member of the governing authority as a director.

Planning Commission formerly known as the Zoning Advisory Board (ZAB) The Planning Commission is an advisory body to the City Council, which is responsible for directing the short and long-range growth and development of the City through maintenance and implementation of the City's General Land Use and Development Plans. The Commission is composed of (6) six members who shall be residents of the City, serve with compensation and shall be appointed upon the basis of the majority of the City Council. Commissioners shall serve a four-year term with a maximum of two full consecutive terms. Commissioner shall not hold any other public office or position with the City of Stockbridge.

Planning Commission meetings are held on the 4th Thursday of every month at 7:00 p.m., with a called meeting taking place in a rare circumstance.

Board of Ethics – The Board of Ethics consists of three (3) residents of the city to be appointed as follows: the mayor shall appoint one (1) resident; and the council members, exclusive of the mayor and by an affirmative vote of the majority of its members, shall appoint three (3) residents. The mayor shall appoint a fifth member, said appointment to be confirmed by the city council. The third member of the board of ethics and all shall serve a two-year term. In the event of a vacancy due to resignation, death, incapacity, disqualification or removal for cause, the appointing party (i.e. the mayor or the council) shall appoint a new qualified resident to fill the remainder of the term. No person shall serve on the board of ethics if the person has or has had within the preceding one (1) year period, any interest in any contract or contracting opportunity with the city or has been employed by the city. Members of the board of ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board of ethics for that complaint. An alternative member of the board of ethics shall be selected in the same manner as the disqualified individual. No person shall serve on the board of ethics who has been convicted of a felony involving moral turpitude in this state or in any other state, unless such person's civil rights have been restored and at least ten (10) years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude. No person shall serve on the board of ethics who is less than twenty one (21) years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board of ethics, or who is not qualified to be a registered voter in the City of Stockbridge.

BOARD, COMMITTEE AND COMMISSION INFORMATION

Main Street Advisory Board — The Stockbridge Main Street Program is a community-driven initiative that focuses on conscientious revitalization of the Historic Downtown area. Based on the *Main Street Four-Point Approach™* which explores the four areas of Downtown **Design, Economic Restructuring, Promotion and Organization**, the underlying premise of the Main Street concept is to encourage economic development, within the context of historic preservation, in ways that are appropriate for today's marketplace. Main Street programs across the nation advocate a return to community self-reliance, local empowerment, and the rebuilding of traditional commercial districts based on their unique assets—distinctive architecture, a pedestrian-friendly environment, personal service, local ownership, and a sense of community. The Main Street Advisory Board is comprised of 11 members and will meet once per month (or as necessary). Each Board Member must agree to serve on at least one committee.

Position	Status	Term	Term Notes
City Council Member	Ex officio ¹ Board Member	1 year	Can be reappointed based on the calendar year, and approval by the City Council
Representative from the Downtown Development Authority	Ex Officio Member	1 year	Can be reappointed by the organization, then approved by the City Council.
2 - Stockbridge Residents	Regular Board Member	2 years	Can be reappointed by City Council
2 - Stockbridge Business or Property Owners / Operators (Within the Main Street District)	Regular Board Member	2 years	Can be reappointed by City Council
2- Stockbridge Business or Property Owners / Operators (Outside of the Main Street District)	Regular Board Member	2 years	Can be reappointed by City Council
Architect, Contractor, Interior Designer, or Landscape Architect (Henry County-based)	Regular Board Member	2 years	Can be reappointed by City Council
Representative from a Stockbridge-based Arts Organization	Regular Board Member	1 year	Can be reappointed by the organization, then approved by the City Council.
Representative from a Stockbridge-based financial institution	Regular Board Member	1 year	Can be reappointed by the financial institution, then approved by the City Council.

Main Street Advisory Board Offices² President Vice-President Secretary

¹ An Ex-Officio Board Member serves on the Board because of another office or position that he/she currently holds. The term is Latin, meaning literally "from the office", and the sense intended is "by right of office." Ex Officio members are afforded the same rights as regular Board members, including debate, making formal motions, and voting.

² There is no need for a separate position of Treasurer – City Finance Team will handle financial needs.

City of Stockbridge

Historic Preservation Commission – In the support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the City of Stockbridge is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people. To stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business. To enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law. To provide for the designation, protection, preservation and rehabilitation of historic properties and districts and to participate in federal or state programs to do the same.

The Commission shall consist of five (5) members appointed by the Mayor and ratified by the City Council. All members shall be residents of Stockbridge and shall be persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources. To the extent available in the City, at least three (3) members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions. Members shall serve three-year terms. Members may not serve more than two (2) consecutive terms. In order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years; and two (2) members for three (3) years. Members shall not receive a salary, although they may be reimbursed for expenses.

PROCEDURES FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Manager will notify the Mayor and Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Manager will cause this information to be posted via the City's bulletin board, printed newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and Council will set the timeframe for the acceptance of applicants.
- 3) Applications shall be sent to the City Clerk. The Mayor and Council may interview candidates at its discretion. The Mayor and Council retain all responsibilities and rights to select candidates, nominate and confirm appointments as required by City Ordinance.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive notice of the appointment.



**City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281**



APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

Citizens provide a great insight and knowledge to City government. An avenue that the City of Stockbridge uses to get this insight is through the various Boards and Commissions of the City of Stockbridge. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Stockbridge and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Jerome Washington

Occupation: IT Consultant Employer: TBC INDUSTRIES

Home Address: 103 Mann Blvd City: Stockbridge, GA. Zip: Stockbridge,

Home Phone: () Home E-Mail: [REDACTED]

Work Phone: [REDACTED] Work E-Mail: [REDACTED]

Cell Phone: [REDACTED] Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable) _____

TBC CO-OPERATIVE INNOVATIONS LLC

City of Stockbridge

BOARD OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? DDA
If applying for the Main Street Advisory Board, which position? _____
(see positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? 1 Years Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☐ Yes ☒ No If yes, please explain:

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

City of Stockbridge

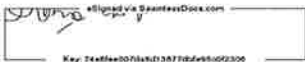
BOARD OR COMMISSION APPLICATION

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.



Signature

Printed Name

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: vholiday@cityofstockbridge-ga.gov

From The Desk of Jerome Washington

December 10, 2019

To V. Holiday, City Clerk

My mission in entering my name for consideration, as I see it- is to promote the wellness and health of Stockbridge in an effort to present a positive outlook and presentation of Stockbridge.

Furthermore, always advancing the interest of District (13). and supporting stakeholders and Civic Leaders in my community. Regarding my experience, which can be considered of magnitude in the Stockbridge community is exemplified by working with business start-ups, business finance, business fundraising, corporate relations, project development, working with constituents and stakeholders. Of course, as a DDA affiliate my own essential constituency will be applied completely to the growth of the City of Stockbridge and all of Henry County Georgia.

Thank you.

Sincerely,

Jerome Washington

**IF IN 2020 NEW CITY APPOINTEE--JEROME WASHINGTON WILL BE
APPOINTED TO THE NEW DDA BOARD- HE WILL TARGET HIGH
PROFILE CORPORATE INVESTORS FOR STOCKBRIDGE INVESTMENTS
IN YEARS AHEAD.**

**Broad Segments of Business Could Bring Exciting Major Expansion
Plan For City**

Henry County, GA. Let's Welcome to Downtown Atlanta Midtown the Norfolk Southern Headquarters and now let's appreciate Downtown Stockbridge the present Railway line which has been apparent for over (100 yrs.) of NS delivering products to Vulcan Materials Company, being one of the largest in Henry County. NS train sounds is a familiar whistle in the early Day life of Stockbridge residents." Atlanta Mayor Keisha Lance Bottoms added, "With a shared history dating back to 1846, we are proud Norfolk Southern now calls Atlanta home. This relocation was made possible, in part, by the passing of the Gulch deal and is a reminder that great things happen when our public and private sectors work together. Norfolk Southern will be a great addition to our city, and I look forward to partnering with them as we work to build One Atlanta."

Jerome Washington Founder/CEO. of TBC Co-Operative Innovations LLC of Stockbridge, Ga. TBC will be launching a (Economic Sustainability Makes Sense Campaign.) We are now a Research and Development Center for Technology looking to create a Data Management and Systems Facility located in the Main Street District. In (2019) we will be looking for selective Partnerships with Apple, Cox Communication, CA Technologies, Ettraction System. This will be a connection to E-commerce Tourist Data Center Relay System with integrations to Hartsfield Maynard Jackson Airport, while creating an Economic Base for Commercialization (Corporate), Community (Neighborhoods) and Commerce (Retail).

TBC will ask the hard questions for the real answers in carrying a lighter burden for stabilization. While Norfolk Southern Railway (HQ) presents their build-out for Atlanta plans (JW) will be asking the City of Stockbridge Officials and the Henry County Management, to join in on how the expansion to their railway system would create a 5 Million Dollar Bond proposed plan in collaboration with Corporations such as Distribution Centers and Manufacturing Warehouse initiative concerns with companies such as Marta and Transit America, etc.

In creating a Red district Partnership (to include Residential, Comedy Club Downtown, Night Clubs, Entertainment Centers, like Massage/ Spa parlors, this is the Vision of 2019 -24. TBC EI Inc. (TBC Entrepreneurial Industry Inc). main goal and Vision is to create a 1.8 Billion Dollar infrastructure Plan through Henry County over the next 5-7 yrs. to Main Street of Downtowns,(Marriott Brand, Hotel 23, Patrick Henry Pkwy ,(Corp. Satellite

Offices, like IBM, America Express, Peninsula Hotel of the South, Paula Dean Rest, Group, Hardrock Café, PGIM (Communities & Malls) Hudson Bridge,(Golf Club, Dave & Buster) Davison (Sara Lee Bakery , Pillsbury Dough(Manufacturing & distributions Centers) thru collaboration talks with overhaul Vision for many political Dignitaries insight like Thomas Rosencrants (Greystone Capital Group) with Loudermilk Families, Larry White (Ritz Group), Ambassador Theodore R. Britton, Sam Massell, Goldberg Family, H.J Russell Family,

International Economic Civic Engineering Platform roll-out Plan looking for a Social Change commitment in the field with a Co -Op Internship Visionary of Industry discovering Education of Market place establishing greater good for Corp. footprint in Social engineering for Communities responsibilities in Conversation with Manufacturing & Warehouse apart from storing offering value-added services like products mixing, order fulfillment, cross docking, packaging, etc. typically Retail and Warehouse orders are shipped from distributions Centers not Market place for commerce thru commercialization connecting the world of consumers for greater good for Jobs allowing stabilization of Corporation (employment) in 2019 minimum wages of \$15, allow stronger Families value in Future) Jodeco Rd., Patrick Henry Pkwy., Hudson Bridge, Rock Quarry Rd. (Satellite Office), Flippen Rd,(Residential) N. Henry (State Route),

Davison Area & 138 Pillsbury Dough, Pepperidge Farm, of Distribution Centers like Amazon, DSW Designer Shoes Warehouse, Shoe Dazzle , Sprout or Whole Foods 365, Buckhead Rest Group Maggionos, Houston Rest., Braves Sports Bar ,TBC EI Inc.(TBC Entrepreneurial Industries Inc.) core interested in 3yrs. From Corporations like AT&T, IBM, New Balance (Tennis Shoe) Microsoft, Berkshire Hathaway Communities, Rooms to go, Haverty, Ashley, Aarons (Sponsorship) PGIM Inc. (Avalon of the South \$285 Million Development in Negotiating Patrick Henry Pkwy. Or(Atlantic Station Mall on 9.2 Acres on Jodeco) or Top Golf Club @ cost of 15 Million to 50 Million Dollar Franchise, with Condos, Townhomes in a Five Story complex, and Hotel, Plaza's Referral to Cone Middour J Owen Middour (Principal) Office 404-841-9665/ Cell; 404-668-5076 and J. West Allen Mcwhirter Realty Partners @ 770-933-2794/ 404 -375-0745/ Buyers of Industries Space. For (Bars, Restaurants,

Entertainment, Historical Sites) like Merle Manders Center (Weddings and Conference Center Ted Strickland Community Center (Diner Club) Fridays City of Stockbridge needs to Add a Commercial Kitchen Equipment 1.) Rock Quarry & Banks Plaza try to buy 2.) Behind the Fire Station on Rock Quarry down the Road (Red District Clubs, Night Clubs,) Townhouses and Houses 3.) Off Davison next (Exxon) Industrial from 4.) Hotel (plaza) Goodwill, Brandsmart, on 138 & Davison negotiate sale to Cone Middouri 4.) Plaza (Concession or Retail or Night Clubs) next across from Auto Zone on North Henry and Rock Quarry (TBC Co-Operative Innovations Headquarters) on 120 MLK Sr. Heritage Trail or TBC EI Inc, Foundation Purchases of Land in

Stockbridge 5.) Western Building & Bank / empty CBRE owners 5.) Eagles Landings Bank empty on Rock Quarry, Red Oak street (Redevelopment) 6.) Stockbridge Square Redevelopment of Fire Station redevelopment (Engine 26 Café, Landmark Diner, Fire station, Depot177) across from retail Shops w/ operation from 10am – 4:00 Depot Lane Amphitheater, W/ S lee St. Gift Shops Culture Center off Burkes in the Hamilton Bank Area, Hotel on East Atlanta Rd. next to City Hall on 10 Acres A.)Marriott Resident Inn. , Hampton Inn., Courtyard by Marriott Stockbridge or Patrick henry Parkway. Springhill Suites by Marriott, Doubletree by Hilton, LaQuinta Inn., AC Hotel by Airport, The Peninsula of the South(310-551-2888) Tower 23 Hotel (858-270-2323 658-295-7623) Carvania Dealership in Downtown Stockbridge, or Patrick Henry Parkway., Retail & Boutique on Burks Lane right behind Fire Station (Townhomes , Condo Community , with lower Commercial Densities across from walk ways and Benches (Cato styles Clothing Stores, s Bird Scooters(mobile transportation) of Stockbridge or Patrick Henry Parkway. www.mydestination.tv WILL SET UP Partnership in the 2019-2024 W/ Destination ON The Move will create connectivity to the Commercialization to Communities put amphitheaters, culture centers, restaurant designs, fire house names, hotel, plaza connection to the Amphitheater Chick fi-A in Sponsorship for a park, across from City Hall One Acres Lot next to flowers shop Hotels in Downtown Stockbridge



The Golden Meal of Technology

BOXER | CHEF | BUSINESSMAN

Article: "You won't believe how much dough airport eateries earn"

<http://www.indystar.com/story/news/2015/03/06/flying-high-ways-indys-airport-food-first-class/24438449/>

Jerome Washington, who is originally from Saint Louis, Missouri, is a former professional Boxer and a culinary Chef as well as Corporate Liaison. TBC CO-Operative Innovations, LLC ("The Boxing Chef" or "TBC") mission for 2018 is to create an eco-system of Blockchain connectivity to airports and to create a stronger connectivity in the cryptocurrency industry such as Bitcoins and Litecoins within interlink of an electro currency platform in a non-cash payless system. Blockchain is not just another technology; it is a strategy.

See below for exciting news on Blockchain Industry:

ARTICLE 1: https://www.blockchain.com/?qclid=CjwKCAjwo87YBRBgEiwAl1Lkqfy5Kbeg4hvzNJQCI9_NmHbzPWk2uoqdAT-E6TCyVSHG9Gkx_RqnxoCsLoQAvD_BwE

ARTICLE 2:

<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0ahUKEwiojNSQmrjbAhWMpFkKHVZ1A2wQFggpMAA&url=https%3A%2F%2Fwww.telegraph.co.uk%2Ftravel%2Fnews%2Fbrisbane-becomes-worlds-first-airport-to-accept-bitcoin%2F&usq=AOvVaw0tRU3oXSKWvNfOfefPw0c>

TBC provides quality food services and expertise in artistry management coupled with innovative ways social engineer for fresh distinguished creative meals. Subsequently, this will create profitability for vendors and provide enjoyable experience for travelers in a cooperative partnership with vendors.

For the New Year 2017, Mr. Washington is ready to use these three talents to launch a new innovation in the technology industry which has generated billions in sales last year. He has receive information from Terrance Ross, CEO and Founder of Rita Tech 2.0, with regards to TBC consulting services over the past year on this projects. Mr. T. Ross project has launched and has established site online in 2015. Furthermore, TBC has continued to work with international projects and new technology with Herbert Nwosu, President of Opportunity USA Inc., an Eighty Million USD (\$80,000,000.00) Project, that focus on raising funds for humanitarian projects in Nigeria. In Fall 2017, Mr. Washington was invited on Buckhead Business RadioX with Rich Casanova as the host along with Artie Roderman, the Program Director, to discuss TBC's future plans for economic development. See link to very interesting interview: <http://buckhead.businessradiox.com/tag/jerome-washington/>

TBC Industries future goals is to develop a new App in the following Industries: real-estate, gas delivery and utilities, grocery stores, Shark Tank investments. Furthermore, there is \$430 Billion market place in E-Commerce Industry which Mr. Washington will create new ventures to compete in this industry.

TWO DECADES PROFESSIONAL EXPERIENCES

In the early 90's, Mr. Washington made headlines within a boxing career. At that time, he achieved an amateur record of 75 fights, 12 losses. His nickname in the boxing arena was "The Heat." When Mr. Washington relocated to Atlanta in 1989, he trained under Mr. Gordon who was a former trainer to Evander Holyfield. After a short period, he gained a strong following from local media such as Atlanta Journal Constitution, Bulkhead Business Association.

In 1991, Mr. Washington gained corporate recognition through loyal influences in Atlanta and known for his aggressive drive to bring more competitive boxing to Atlanta. In the metro Atlanta area, he has observed that the residents have acquired a diverse range of economic and social interest due to the yearly increase of more people relocating to Georgia. He believes there are many entrepreneur opportunities, and a greater need to expand employment and business opportunities for all. He has gained important allies in Atlanta and hopes to continue to build a coalition of support.

Mr. Washington has well over 17 years of experience in the culinary industry at many notable establishments such as Piedmont Driving Club, Concessions International, Druids Hills Golf Club, City Grill, Houlihans Restaurant and Tavern of Phillips Restaurant. Hence, he has many years of working in the capacity as a Chef as well Entrepreneur.



City of Stockbridge
4640 North Henry Blvd.
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APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Aneta T Lee

Occupation: Program Manager Employer: Rainbow PUSH Coalition

Home Address: 415 Tina Hely Court City: Stockbridge Zip: 30281

Home Phone: () Home E-Mail: [REDACTED]

Work Phone: () Work E-Mail: [REDACTED]

Cell Phone: [REDACTED] Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable) _____

N/A

BOARD OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? SDDA, Main Street Advisory Board
If applying for the Main Street Advisory Board, which position? Stockbridge Resident
(see positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? 6 Years 4 Months
- c) Are you current with all of your financial obligations to the City? ☐ Yes ☒ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☐ Yes ☒ No If yes, please explain:

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

BOARD OR COMMISSION APPLICATION

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I'd like to be able to serve the City with the DDA again. I believe the knowledge and experiences I gain during my first term will allow me to be an empowered, educated, and valuable member of the DDA as we move forward with the great changes coming to the City.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Main Street Advisory Board

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Digitized via ScanlessDoc.com
Aneta Lee
Key: 74edf6e07da811977d0e950cf230f

Signature

Aneta Lee

Printed Name

05/28/20

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: vholiday@cityofstockbridge-ga.gov



Where Community Connects

4640 North Henry Blvd. Stockbridge, GA 30281

APPLICATION FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

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Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board, Committee or Commission expects from me?
- Am I committed to the goals and mission of this Board, Committee or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Committee or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board, Committee or Commission?
- Am I willing to participate in necessary Board, Committee or Commission training, education and development activities that will improve my effectiveness in my position?
- Am I willing to complete a Criminal Background Check upon selection?

APPLICANT INFORMATION

Applicant Name: Ashley Gay-Johnson

Occupation: CEO

Employer: Rising Phoenix Enrichment Program, INC

Home Address: 106 Bay Court Dr

City: Stockbridge Zip: 30281

Home Phone: [REDACTED]

Home E-Mail: [REDACTED]

Work Phone: ()

Work E-Mail:

Cell Phone: [REDACTED]

Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable)

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Board of Ethics, DDA, PFA
If applying for the Main Street Advisory Board, which position? _____
(see positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? 9 Years 10 Months
- c) Are you current with all your financial obligations to the City of Stockbridge? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

N/A _____

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☐ Yes ☒ No If yes, please explain:

N/A _____

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict regarding your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

City of Stockbridge

BOARD, COMMITTEE OR COMMISSION APPLICATION

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

To have a voice in decision making when it comes to furthering the City of Stockbridge and the local County as a whole.

As a City of Stockbridge resident I wanted to serve the community at large.
Background as K-12 Educator/ BS Degree in Biology

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☒ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

N/A

- k) Please attach a Resume of Qualifications for the Board position for which you are applying.

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board, Committee or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I always agree to comply with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Ashley Gay-Johnson

Signature

Ashley Gay-Johnson

Printed Name

10/29/2019

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: cityclerk@cityofstockbridge-ga.gov

Stockbridge

Where Community Connects

4640 North Henry Blvd. Stockbridge, GA 30281

APPLICATION FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

Citizens provide a great insight and knowledge to City government. An avenue that the City of Stockbridge uses to get this insight is through the various Boards and Commissions of the City of Stockbridge. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Stockbridge and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board, Committee or Commission expects from me?
- Am I committed to the goals and mission of this Board, Committee or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Committee or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board, Committee or Commission?
- Am I willing to participate in necessary Board, Committee or Commission training, education and development activities that will improve my effectiveness in my position?
- Am I willing to complete a Criminal Background Check upon selection?

APPLICANT INFORMATION

Applicant Name: LaSonya Cato

Occupation: Business Owner (O.A.R)

Employer: _____

Home Address: (B) 55 Valley Hill Rd

City: Stockbridge

Zip: 30281

Home Phone: [REDACTED]

Home E-Mail: _____

Work Phone: [REDACTED]

Work E-Mail: [REDACTED]

Cell Phone: [REDACTED]

Preferred E-Mail: ☐ Home

☒ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable)

BOARD, COMMITTEE OR COMMISSION APPLICATION

a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority

If applying for the Main Street Advisory Board, which position?
(see positions noted below) _____

b) How long have you been a resident or business owner/operator in the City of Stockbridge? 6 Years 11 Months

c) Are you current with all your financial obligations to the City of Stockbridge? ☒ Yes ☐ No

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

N/A _____

g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☐ Yes ☒ No If yes, please explain:

N/A _____

h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict regarding your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

- As an active member of this community I know that serving on a board such the Downtown Development Authority I can help bring the voice of the community to the board and help promote the initiative of the Downtown Development Authority. I understand the need to redevelop for economic growth and the importance of maintaining the rich of history of Downtown Stockbridge

- TBD

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City of Stockbridge

Agenda Request Form

Meeting Date

June 23, 2020

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

Funding Source: 100-15650-52219 (Landscaping) in the FY2020 Government Buildings budget.

BUDGET ADJUSTMENT/ N/A

FROM ACCOUNT: _____

TO ACCOUNT: _____

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2020-00013 – City of Stockbridge
Landscape Maintenance Services

ACTION

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☒ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☐ CONTRACT APPROVAL - RENEWAL

REQUESTED ACTION:

The Procurement Division is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-00013, Landscape Maintenance Services; the ranked firms are: 1 – High Grove Partners, LLC; 2 – Yellowstone Landscape Southeast, LLC, and authorize staff to proceed with negotiations.

In the event negotiations are not successful within a reasonable time, an impasse will be declared, and negotiations with the first ranked firm will cease. Negotiations will begin with the next ranked firm.

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval of the final ranking of the qualified firms for Request For Proposals (RFP) No. 2020-00013, Landscape Maintenance Services; the ranked firms are: 1 – High Grove Partners, LLC; 2 – Yellowstone Landscape Southeast, LLC, and authorize staff to proceed with negotiations.

The procurement was solicited to engage the services of qualified contractors with proven track record to maintain grass and landscaped areas, open spaces and mow rights-of-way and medians at various locations, highways, roads and City streets on an as needed basis.

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

On March 4, 2020, RFP No. 2020-00013, for the City of Stockbridge Landscape Maintenance Services was solicited.

On May 13, 2020, the solicitation opened; Two (2) firms submitted proposals in response to the RFP, High Grove Partners, LLC and Yellowstone Landscape Southeast, LLC.

On June 9, 2020, an Evaluation Committee Meeting was held. After evaluation and scoring, the Evaluation Committee named High Grove Partners, LLC as the first ranked firm (Exhibit 1). The Evaluation Committee's ranking was posted on the website for the City's Procurement Division and the Georgia Procurement Registry on June 9, 2020.

The cost points were calculated based on the selection criteria listed in the Requested For Proposal.

The City of Stockbridge Ordinance Section 3.30.110 - Competitive sealed proposals, (H). Award of Proposal. (2). Approval of Proposal. The City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

Fiscal Impact: Funds will be provided from account number 100-15650-52219 (Landscaping) in the FY2020 Government Buildings budget.

APPROVED BY:

Procurement Division: Signature *Lindell Y. Miller*

LEGAL: YES NO or N/A Sig. _____

FINANCE DEPT: YES NO or N/A Sig. *John Wiggins*

CITY MANAGER: YES NO Sig. *[Signature]*



Procurement Division
 Summary Score Sheet Evaluation Committee Meeting
 RFP No. 2020-00013 – Landscape Maintenance Service
 June 9, 2020

Proposer - Organization Name	Randy Knighton	Decius Aaron	Jeff Greenway	Total	Ranking
HighGrove Partners, LLC	70	85	92	247	1
Yellowstone Landscape – Southeast, LLC	60.71	58.21	61.21	180.13	2
TOTAL POINTS	130.71	143.21	153.21		



**REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE**





Where Community Connects
City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,

A handwritten signature in blue ink that reads "Lindell Y. Miller".

Lindell Y. Miller, C.P.P.O., M.B.A



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REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE
Wednesday, March 4, 2020

INTRODUCTION

PURPOSE

The City of Stockbridge (City) requests qualified Contractors with proven track record to maintain grass and landscaped areas, open spaces and mow rights-of-way and medians at various locations, highways, roads and City streets on an as needed basis. The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals and other needed items to perform all work for the landscape and ground maintenance services for City locations listed in this Request for Proposal (RFP).

Work to be performed encompasses general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered also includes but are not limited to;

1.1 Public Ground Sites: Services will include:

(1) Mowing; (2) String Trimming; (3) Edging, (4) Litter/Trash removal from the area/grounds to be maintained; (5) Blowing; (6) Herbicide; (7) Aeration; (8) Fertilization; (9) Landscape Maintenance (tree limb pick-up, hedge trimming, tree trimming); (10) Ice/Snow Removal; (11) Special Events. The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in the specifications, evaluation criteria and scope of work, Exhibits, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in the Evaluation Criteria. Based on the results of the evaluation, the City will award the Landscape Maintenance Services for the City of Stockbridge to the most advantageous Proposer based on the evaluation factors and the cost set forth in the RFP.

Landscape Services Location includes, but not limited to the following:

City Hall

- a. City Hall – Fountain Area
- b. Municipal Court
- c. MMCC and Administrative Building
- d. Ted Strickland Community Center

Municipal Park

- a. MLK, SR Heritage Trail Streetscape
- b. East Atlanta Road Streetscape
- c. North Henry BLVD Streetscape

Historical Markers

- a. Green Front Café
- b. Floyd Chapel Baptist Church

Banner Poles

- a. Rock Quarry Road/North Henry BLVD
- b. Walmart/North Henry BLVD

1.2 COMMUNITY BACKGROUND

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

2.1 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under “Bid Solicitations” and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2.2 PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to as “Schedule of Events” of this RFQ. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **April 24, 2020 (12 Noon) EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281
RFP Due Date: April 24, 2020 (12 noon) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division.

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at LMiller@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	March 4, 2020
Pre-Proposal Meeting (Non-mandatory) City of Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281	March 17, 2020 (10:00 A.M, EDT)
Last Day for Questions to be Submitted	April 3, 2020 (12:00 Noon, EDT)
RFP Submittal Due Date	April 24, 2020 (12:00 Noon EDT)
Project Manager Public Works Director – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFQ and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFQ. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **February 19, 2020, (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFQ.

Requests for clarification or interpretation regarding this RFQ shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: LMiller@CityofStockbridge-ga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.
- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any

equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.

- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

2.10 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

2.11 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized

agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

2.12 EXCEPTIONS AND OMISSIONS

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

2.14 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFQ to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

2.15 CODES, PERMITS, FEED, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a

proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

2.16 SAFETY

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.17 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

2.18 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

2.19 NON-COLLUSION

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2.20 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded

from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

2.21 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
 - (1) The Proposer has made false certification hereinabove; or
 - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

2.22 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

2.24 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

2.26 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

No Bond is required.

2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFQ, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified individuals /firms(s) to the City Council for award. Matters relating to qualifications to meet the City's needs will receive highest priority in evaluation. After a Proposal is selected, the City expects to negotiate the details of the work to be performed based upon the proposal, the City's needs, and revenue sharing based on towing company rates per tow, and/or per month or a combination thereof. Proponents are solely responsible for ensuring prices consider any fluctuations in fuel prices or other variable costs. If negotiations fail for any reason, including price, the City may choose to negotiate with others to obtain an appropriate contract for needed Services.

The City of Stockbridge Purchasing Division delivers the RFP submittals to agency staff for summarization for the Selection Committee members. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Purchasing Manager will review the information and will make a recommendation to the Selection Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I**, and requirements throughout this RFP.

2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The SC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired

demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.31 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

2.32 AWARD OF CONTRACT

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.
- Has adequate financial means to meet obligations incidental to the work; and

- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

2.33 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.34 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.35 RESERVED RIGHTS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current

financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

2.36 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

2.37 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

2.38 PROPOSER AS INDEPENDENT PROPOSER

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

2.39 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

2.40 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.

- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

2.41 DEFAULT AND TERMINATION

a. Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract

elsewhere if available from an alternate source.

- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

2.42 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

2.43 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFQ. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required

under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

2.45 ACCURACY OF RFQ AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFQ, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFQ.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.46 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFQ.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

2.47 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

2.48 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFQ, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFQ.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.49 CITY RIGHTS AND OPTIONS

- a. This RFQ constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- b. This RFQ does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFQ and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFQ, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFQ from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFQ without the substitution of another RFQ and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.

- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFQ.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFQ.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFQ, Proposers acknowledge and consent to the rights and conditions set forth in this RFQ.

2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFQ, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFQ or procurement process or in connection with the selection process or any negotiations.

2.51 TERMINATION OF NEGOTIATIONS

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

2.53 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Finance Director or designated representative.

2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding

process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

2.55 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.56 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

2.57 CERTIFICATE OF ACCEPTANCE

By responding to this RFQ, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

2.58 CERTIFICATION REGARDING DEBARMENT

By responding to this RFQ, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

2.59 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFQ or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

2.60 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2020, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December, 2020. The Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall end no later than the 31st day of December 2021. If approved by the City Manager or City Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

Remainder Left Blank Intentionally

SECTION 3.0

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Friday, April 24, 2020 (12:00 Noon) EDT** and must be addressed to:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Qualifications (RFQ) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFQ submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFQ response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFQ. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFQ. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½" x 11". Larger charts and graphs may be provided if folded neatly to 8½" x 11" and the following items, in the order presented below, with tabs between the sections must be included:

Evaluation Criteria	Tab Number
The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below. Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable	
Section 1 – Letter of Transmittal - The Proposer's name, mailing address, telephone number and nearest office location. - Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant's approach to providing the Services solicited in this RFP - A statement that the proposal is in response to the RFP for Landscape Maintenance Services for the City Stockbridge.	Tab 1

Section 2 – Executive Summary a. Proposer shall submit their approach to the work as it relates to the contract, understanding of the contracts goals and objectives and a demonstrated understanding of the contracts potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s) b. Total number of company's local full-time employees c. Year company was established d. Description of the company's background and size. e. Description of the company's corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.	Tab 2
Section 3 – Project Team Qualifications/Qualifications of Key Personnel Staffing a. Proposer shall provide a team/staff whom has a minimum of five (5) years' experience providing landscape maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge. b. Bidding firm should have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm. c. Bidding firm should have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor. d. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City's landscape, plantings and irrigation. The Project Manager must provide	Tab 3

pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract. e. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. f. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following: • Name and title; • Professional Background; • Current and Past Relevant Experience; • Relevant Training and Education; • Courses completed during the past five (5) Years; • Previous Work Experience related to landscape services; g. Include the role and responsibilities that each key personnel member will perform on this project. h. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and i. Provide details of how Managers/Lead Crew Workers shall use their experience and training to prevent, detect and control adverse conditions. Describe in details the method to be used for physically inspecting the landscape and properly guiding the maintenance program. a. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, Project Manager and Technician(s) assigned with the overall project coordination. II. Availability of Key Personnel Based on the scope of services, , state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team: a. Percentage of time key personnel will spend on this project; and	
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b. Current workload of key personnel. c. Please list contractor's licenses, certifications, and education qualifications as it relates to landscaping, landscape architecture, and landscape design: SEE EXHIBIT II DETAILED SCOPE OF SERVICES	
Section 4 – Past Performance Past Performance - Describe proposer's experience in Landscaping Maintenance Services for the past five (5) years regarding the proposer. Include the following for each project: • Project name • Location e. Date of completion (month, year) • Company role and responsibility for the project. • List Proposer's key personnel involved on the project. • Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active. Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFP.	Tab 4
Section 5 – Project Approach/Timeline Plan Proposer shall describe their approach in the Landscape Maintenance Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the landscape services. Technical Approach/Services: - Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of turf maintenance, irrigation maintenance, tree maintenance and horticultural pest control (Two (2) page maximum) - Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and - Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.	Tab 5

Project Management: - Describe how the project will be organized and managed; - Describe progress for reporting procedures during the project for new employees; - Include the anticipated use of subcontractors or vendors; and - Describe the resources necessary to accomplish the purpose of the project. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer	
Section 6 - Cost Proposal - The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-00013 for "Landscape Maintenance Service" on the outside of the envelope. DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. - Responders are required to submit their costs on Attachment A, <i>Cost Proposal Form</i>. Responder shall not alter the cost proposal form.	Tab 6
Section 7 - Location Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.	Tab 7
Section 8 - Recent, Current, and Projected Workloads of the Firms – List all current clients, during the past five (5) years, both completed and active with approximate percent complete.	Tab 8
Section 9 - Proposer Financial Information It is the practice of the City to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.	Tab 9

b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer. The following documentation is required in order for the City to evaluate financial responsibility: a. Provide your firm's most recent balance sheets. b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution. d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.	
Section 10 – Litigation The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.	Tab 10
Section 11 - Business Licenses, Licenses, and Insurance Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity. List any regulatory or license agency sanctions. If there are none, state none	Tab 11

Section 12 – References Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer’s attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. EXHIBIT II, REFERENCE VERIFICATION FORM	Tab 12
Section 13 – Documents and forms required by the City Please provide all other documents and forms not included in the above sections.	Tab 13

PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
1. Project Team Qualifications/Qualifications of Key Personnel Proposer shall provide a team/staff whom has a minimum of five (5) years' experience providing landscape maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Availability of Key Personnel Based on the scope of services, , state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team: • Percentage of time key personnel will spend on this project; and • Current workload of key personnel. See Detailed Scope of Services and Overview of Proposal Requirements	0-25
2. Technical Approach/Project Management Proposer shall describe their approach in the Landscape Maintenance Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the landscape services. <u>Technical Approach/Services:</u> • Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed	0- 25

individuals in the areas of turf maintenance, irrigation maintenance, tree maintenance and horticultural pest control. • Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and • Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion. <u>Project Management:</u> • Describe how the project will be organized and managed; • Describe progress for reporting procedures during the project for new employees; • Include the anticipated use of subcontractors or vendors; and • Describe the resources necessary to accomplish the purpose of the project.	
4. Cost Proposal • The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 2020-00013 for "Landscape Maintenance Service" on the outside of the envelope. • DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive. • Responders are required to submit their costs on Attachment A, <i>Cost Proposal Form</i>. Responder shall not alter the cost proposal form.	0- 50
MAXIMUM SCORING POINTS TOTAL	100

Total points awarded for price will be determined by applying the following formula:

$(\text{Lowest Overall Cost} / \text{Proposer's Price}) \times 50 = \text{Price Score}$

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

**EXHIBIT I
DETAILED SCOPE OF SERVICES
REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE**

Scope of Services

The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals and other needed items to perform all work for the landscape and ground maintenance services for City facilities listed in this Request for Proposal (RFP). Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

1. Maintenance of turf and ground cover areas, mowing and edging.
2. Removal of litter and debris from turf, planter beds, fence lines and street curbs.
3. Pruning of trees and shrubs.
4. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
5. Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
6. Replacement of plant material.
7. Other work as defined.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City of Stockbridge.

Changes to the Scope of Work and Termination of Contract

- A. The City reserves the right to add, delete and or change Scope of Services of this contract and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.
- B. Upon receiving notice of the change, the Contractor's monthly invoice shall be adjusted if necessary, to reflect the value of the change in the services under this contract.
- C. The City may cancel the contract at any time for any reason upon giving thirty (30) day written notice to the Contractor.
- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days from written notice from the City.

Property Tours

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the properties and fully understand the conditions that may affect the work proposed. Failure to inspect the sites in no way relieves the successful Contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.

Pre-Existing/Deficiency List

At the start of the contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers and any related ground keeping repairs for pre-existing conditions for all locations in each service area and in accordance with the Scope of Services incorporated herein. Within ninety (90) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. The City or its authorized representative and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by the City. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

Quality Control

1. Contractor has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity (employees) and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The Contractor for work under this section shall be licensed by the State of Georgia to apply pesticides/insecticides approved for use in the State of Georgia.
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
 - a. Completed past contracts in accordance with the Contract Documents.
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

Qualifications of Workers

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm.

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.

General Landscape

The Contractor shall:

1. Furnish all labor, materials and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
2. Not post signs or advertising material anywhere on City properties or improvements thereon without prior written approval from the City or its authorized representative.
3. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
4. Perform grass mowing, edging, trash and debris removal and power blowing of lawn areas.
5. Maintain the health and appearance of existing landscape plants, trees, shrubs, ground covers and lawn areas.
6. Ensure that each facility site is free of debris, weeds, insect infestation.
7. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
8. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the City or its authorized representative and provide a revised mowing schedule to the City or its authorized representative for approval prior to implementing the schedule change.
9. Inspect existing irrigation systems at all locations by a licensed irrigator and provide the following:
 - a. Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to the City or its authorized representative.
 - b. The Contractor shall be required to make up missed scheduled cycled maintenance due to inclement weather conditions.
 - c. For special events and activities, the City or its authorized representative may request additional landscape maintenance items or request a change/modification to the schedule.
10. Make adjustments setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
11. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at the Contractor's expense.
12. Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to the City or its authorized representative on a monthly basis.

13. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by the City prior to work.
14. Respond to all emergencies within two (2) to four (4) hours of notification within specified hours and days of operation.
15. Establish and announce at the beginning of the contract a specific day of the week each facility will be maintained.
16. Perform all work in a professional skillful manner using quality equipment and materials.
17. Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
18. Secure any gated or doored areas that require landscaping services after services are completed.

The City shall monitor all work performed and meet as needed with the Contractor to discuss concerns, additions and/or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

Damages

1. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the City's discretion and at the Contractor's expense.
2. All such repairs or replacements shall be completed within the following time limits:
 - a. Irrigation damage shall be repaired or replaced within three (3) working days including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
3. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.
4. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - a. Trees – A qualified tree surgeon or arborist shall remedy minor damage such as bark lost from the impact of mowing equipment. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the City.
 - b. Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the City.
 - c. Chemicals – All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

Safety Plan

1. Contractor is to submit a written safety plan to the attention of the City prior to commencement of work under this contract.
2. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to full compliance with the applicable O.S.H.A. Safety

Orders at all times so as to protect all persons, including Contractor's employees, City employees, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

3. It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the maintenance area unsafe as well as any usage practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to: filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the Contractor is to notify the City immediately and file a written report to the City within three (3) working days.
4. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

Delays

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that the Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and the Contractor does not reschedule the service, or inform the City of intent to make up the service within seventy-two (72) hours, that amount for the failure to perform may be deducted from the Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the City or its authorized representative on that day to advise them accordingly.

Storm Water Prevention Program (SWPPP)

1. The Contractor shall ensure that all employees are trained and are aware of the following Site-Specific Storm Water Pollution Prevention Requirements:
 - a. No discharge of fertilizers, pesticide and wastes into street or storm drains.
 - b. No blowing or sweeping debris into street or storm drains.
 - c. No hosing down of the parking lot.
 - d. No vehicle washing or maintenance on site.
 - e. Close dumpster lids at all time.
 - f. No disposing of wash water into street or storm drains.
 - g. Remove all foreign objects (leaves, cans, cigarette butts, paper, etc.) from in front of drainage inlets and gutter areas.
2. The Contractor must provide annual refresher training at their own cost on the Site-Specific Storm Water Pollution Prevention Requirements.
3. The Contractor shall document the training and provide a copy to the City.

Breakdown of Equipment

At all times the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task.

Storage of Equipment

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

Maintenance Schedules

1. Contractor shall adhere to maintenance schedule.
2. Contractor shall contact the City or its authorized representative described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The City will provide list of key personnel and contact information.
3. The Contractor **MUST** notify the City or its authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all “specialty type” maintenance operations.
“Specialty Type” maintenance operations are defined as:
 - Fertilization and aeration
 - Turf removal, addition and reseeding
 - Micro-nutrients/soil amendments
 - Spraying of trees, shrubs or turf
 - Aesthetic tree pruning
 - Planting bed removals and/or additions
 - Other items as determined by the City

Staffing/Managerial

1. There will be no subcontractors working on the City’s grounds and facilities without the express prior written consent of the City.
2. The Contractor shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City’s landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract.
3. The Contractor must provide a competent, English speaking **crew leader** for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of the Contractor in any matter pertaining to

the performance of this contract. The Contractor shall furnish the names of all such crew leaders to the City prior to the commencement of this contract and further advise of any changes.

4. If in the opinion of the City, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, that employee shall be removed from all work under this contract.
5. The City may at any time give the Contractor notice to the effect that the conduct or action of a designated employee or the Contractor is, in the reasonable exercise of discretion of the City, deemed to be detrimental to the interest of the staff and the public patronizing the premises. Following the City's notice, the Contractor shall, at the City's discretion take any of the following actions as listed below.
 - a. Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other City facility contracted for and maintained.
 - b. The Contractor shall meet with the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and action of the Contractor's employees will not be detrimental to the interest of the staff and public patronizing the premises.
6. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes and other gear required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
7. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of the Contractor's staff.
8. The Contractor nor any of its employees shall interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
9. The Public Works Director or Designee shall make quarterly inspections with the Contractor at each site to review work performed. The Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. The Contractor shall furnish an itemized statement of work performed on all invoices.

Planting, Planter Boxes and Bed Care

1. The Contractor shall be required to provide the plant materials, soils, soil amendments and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required.
2. Any exterior plant container planters located in the lobby areas and container planters in courtyard and balcony areas shall be serviced throughout all service areas. The Contractor shall be required to install four (4) feet of annual plant materials in each planter and be required to provide full sun tolerant materials for planters located in floor courtyard and balcony areas.
3. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the City or its authorized representative.
4. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
5. All trimmings and debris, etc. shall be removed by the Contractor and disposed of offsite.

6. The Contractor will be required to plant bedding materials such as flowers and shrubs as needed and in accordance with the City's landscaping policy. Pricing shall be bid on a case-by-case basis unless the plants are under warranty.
7. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all shrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The City or its authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

Ground Cover

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

1. Replace dead or diseased plants.
2. Fertilize three (3) times per year, in March, June and November utilizing a slow release granular fertilizer.
3. Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings.
4. Trim top growth to achieve an overall even appearance.
5. Keep ground cover free of weeds and debris.
6. Maintain ground cover free of pests such as snails, slugs, etc.
7. Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls.
8. Maintain all ground cover areas clean and cleared of dead leaves.

Tree, Shrub and Hedges Care

The Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees and shrubs as approved by the City. The Contractor will provide a **licensed arborist** with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. The Contractor will provide the following:

1. Tree and shrub watering and irrigation system.
2. Maintain basins where provided around trees and shrubs.
3. Open basins during winter rains to prevent accumulation of excess water.
4. Seasonal Color
 - Change seasonal colors three (3) times per year in the months of March, June and September. Design concepts and plant selections shall be approved by the City or its authorized representative prior to plant installation.
 - Provide a uniform blend of seasonal colors in seasonal planting beds. Provide single selections but different selections for each container.

5. Trim all trees that are within twenty (20) feet in height and ten (10) inches in diameter at the base, *once a year, late November, without additional compensation*. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.

6. Maintain Trees

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

- All cuts should be sufficiently close, flush if possible, to the parent stem.
- All limbs 1 ½" or greater in diameter shall be undercut to prevent splitting.
- Limbs are to be lowered to the ground using a method that prevents damage to remaining limbs.
- Climbing spurs shall not be used.
- Contractor will provide hazard and security pruning as needed.
- Remove all new growth on trees up to the appropriate height clearances.
- Remove all dead, diseased and unsightly branches and dead trees. The Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead-wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be bid on a case by case basis.
- The Contractor shall remove trimmings and all cuttings and debris from the site.
- All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or other severe damage shall be immediately reported to the City or its authorized representative.
- All trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative.

7. Pruning

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the City's building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in March to thin out heads and shape as necessary.
- Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
- Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- Prune flowering shrubs after blooming once per month.
- Trim trees to keep them from touching any building.

8. Weeding – Every Visit

- Keep basins and areas between plants free of weeds.
- Use herbicides per manufacturer's recommendations.
- Cultivate as necessary for aeration.
- Weed ground cover areas, cracks, crevices and all mulch beds.
- Weed perimeter of buildings and any fence lines and structures.

9. Staking and Guying: Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.

- Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
- Replace missing or damaged stakes when the tree diameter is less than three (3) inches within five (5) days.
- The Contractor must stake trees that are not straight and upright and/or require additional support. The Contractor must stake new trees or recently planted trees not previously staked.
- Tree stakes (at least three (3) per tree) shall not be less than six (6) feet in length for (5) and eight (8) gallon trees.
- Guide wires where required and plant ties are to be pliable, zinc coated ten (10) gauge wire.
- Coated wire or hose sections must be used where metal guide wire contacts tree.
- Stakes cannot be closer than eight (8) inches from trunk.
- Damaged or uprooted trees shall, at the discretion of the City, be staked and tied within seventy-two (72) hours.
- Removal of tree stakes and guide wires will be at the Contractor's expense and will be determined by the Contractor and the City or its authorized representative.

10. Plant Replacements

With the prior written approval of the City to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.

11. Mulching and/or Pine Straw

The Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or pine straw four (4) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

12. Fertilizing

- A well balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon the Contractor's knowledge and needs of the area.
- All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.
- All sidewalks, roads, curbs and patios will be swept clean of granular fertilizer after applications to minimize staining.

13. Tree Saucers

- Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
- Remove top layer mulch/pine straw and apply mulch/pine straw to maintain a depth that shall be two (2) inches.

14. Tree Replacement and Additions

- With the prior approval of the City or its authorized representative, remove dead and damaged trees.
- Supply and plant trees to replace or add new trees with the prior approval of the City or its authorized representative.
- Remove all dead, diseased and unsightly branches and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines. All ground cover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- Trimmings, etc. will be removed by the Contractor and disposed offsite.

Lawn Care

A. Mowing

1. Mowing operation shall be completely performed at each site according to the Maintenance Schedule.
2. Prior to each mowing, remove all litter and debris from mowing areas.
3. All mower blades shall be sharpened to provide a clean and consistent cut.
4. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the Contractor and not blown into the street, planter beds or storm drains.
5. Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
6. Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
7. Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
8. Remove all turf and edge clippings each time.
9. For periods of cool weather, mow lawn at one and one-half (1 1/2) inches.
10. For periods of hot weather, mow lawn at two (2) inches from the soil.
11. Do not scalp the lawn or cut more than half the existing top-growth in one mowing. Remove or catch the clippings immediately.
12. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks or facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

B. Edging/Detailing/Weed Control

1. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
2. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds and grass invasion.
3. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds and around the base of trees shall be edged to a neat and uniform line.

4. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices and other obstacles.
5. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weed shall be kept under strict control.
6. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
7. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
8. Mechanical edging of turf shall be performed at each site at same frequency as mowing.
9. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
10. Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
11. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
12. Walkways and planter beds shall be cleaned immediately following each mechanical edging and all excessive cuttings and debris shall be removed from the site by the Contractor.

C. Fertilizing

1. Fertilize lawn two (2) times per year in February and October. Use a balanced slow release nitrogen fertilizer, 1-pound available nitrogen per 100 square feet.
2. Hand pull weeds during every visit.
3. Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.
4. With the prior approval of the City or its authorized representative, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
5. Spray weeds in paving cracks two (2) times per month (every other week).
6. Spray walkway sidewalks, steps, patios, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials including along fence line and adjacent walls two (2) times per month.

D. Watering

1. Use irrigation system for watering where available.
2. Water three (3) days per week under normal conditions.
3. During very hot weather, apply fast watering with fine spray.
4. For shaded areas caused by trees or shrubs, water more frequently.
5. When lawn shows signs of wilting or begins to turn brown, water more frequently.

E. Mulching and/or Pine Straw

Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or long needle/synthetic pine straw four (2) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine

straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

F. Raking/Sweeping/Blowing

Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters and turf areas under trees and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

Frequency:

- Ground cover/planter beds - **at each visit**
- Turf, under trees – **as needed**

G. Irrigation System Repairs and maintenance

The Contractor is responsible for cleaning, maintaining, installing, operating and repairing irrigation systems at City facilities. The Contractor shall provide a licensed irrigator to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided for irrigation systems and submit a monthly irrigation report to the City or its authorized representative detailing health of the existing systems.

To the best of the City's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of Contractor personnel will be addressed with the Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the City.

Irrigation Systems: Refers to all lines and equipment associated with the irrigation system.

Lines: Refers to Irrigation line beginning from the City main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace the affected plants/turf.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system and ensure the system is working properly on a monthly basis.

1. Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
2. Test and certify pressure vacuum breaker on a monthly basis.

3. Maintain detention pond basin.
4. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
5. Automatic irrigation system controllers shall be set to water during the hours between 10:00 P.M. and 6:00 A.M.
6. Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.
7. The Contractor shall respond to calls from the City for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. City personnel will make the determination as to whether or not the matter is deemed to be an emergency.
8. The Contractor shall work in collaboration with the City's staff in preparing landscape and irrigation systems for cold weather and/or freezing conditions.
9. Winter temperatures in Georgia are unpredictable therefore the Contractor is expected to coordinate the preparation for icy and freezing conditions, with the City or its authorized representative, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

H. Insect and Disease Control

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of the City or its authorized representative. Proper chemicals approved by the City or its authorized representative shall be applied as soon as possible to correct the infestation.

Note: *Weed killers and other chemicals shall be applied during off-hours-Saturday or Sunday.*

I. Trees

1. Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
2. Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

J. Herbicides

1. Apply herbicides weekly from March to October.
2. Apply herbicides one (1) time per month, November to February.

K. Turf Areas

1. Monitor weekly all turf areas for insects.
2. Treat fire ant infestation routinely.
3. Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the City or its authorized representative.

L. Detention Pond

Herbicides shall be applied according to frequency schedule.

M. Cleanup and Waste Disposal

1. The Contractor shall be responsible for disposing all waste materials or refuse from Contractor's operations.
2. Maintain sidewalks and driveways free of trash, leaves and other debris by sweeping and vacuuming as necessary.
3. Remove branches and other debris from planting areas on a weekly basis.
4. Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape areas, courtyard areas and along the lawn areas of the perimeter walk for both sides of walkway, parking lots and around buildings.
5. Clean mulch/pine straw beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch/pine straw bed areas by removing scattered and excess mulch/pine straw.

N. Equipment Utilization – Mowers

1. Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
2. Use riding mowers with bag attachment for maintenance of extensive lawn areas.
3. Mulching mowers are prohibited without the prior approval of the City or its authorized representative.
4. Use rigid or flexible steel blade edger to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
5. Use only monofilament trimmers.
6. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
7. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to removed diseased limbs.
8. Water container plants that do not have an irrigation system. Water hose connected to facility hose bib is not available for watering plant materials.

O. Chemicals

1. At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied under this contract. At the start of each season and any time during the season, the Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the City or its authorized representative.
2. State law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
3. The Contractor may use herbicides, insecticides, sterilant and animal traps in compliance with Federal, State and local laws and regulations.
4. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products, equipment or both.

5. The City retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that the City deems to be undesirable for any reason.
6. Pesticides used in this contract shall not require a license nor be restricted for use under Georgia or federal law.
7. Pesticides used in this contract shall not carry any State or Federal restrictions.
8. Any products that leave an undesirable residue or odor shall not be used.

P. Chemical Application

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch/pine straw is encouraged but must be aesthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area.

All turf areas will be treated just prior to the growing season in the spring and prior to the fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Bid must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency and volume of use in accordance with the performance of the Scope of Services.

Successful Contractor must supply SDS Sheets for all supplies used prior to application and may not use them in the performance of the contract without express written authorization of the City or its authorized representative.

Contractor must utilize a long-lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Georgia Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names and weather conditions at the time of applications and shall be retained for a minimum of three (3) years.

SDS sheets with dangers explained must be sent to the City two (2) weeks prior to use if chemicals require special permits. The Contractor must provide a list of alternative chemicals, if any, prior to the application.

Q. Reporting and Meetings

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the City or its authorized representative. The Contractor shall be required to communicate weekly to the City or its authorized representative regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

1. Pre-Existing Conditions report within ninety (90) days of contract execution.
2. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
3. Immediately upon service completion, meet with the Public Works Director or Designee to inspect the service performance. The Public Works Director or Designee will complete and sign the work ticket. Contractor will submit the work ticket to the Public Works Director or Designee on a monthly basis.
4. Annual fertilizer schedule for each facility by season.
5. Weekly Maintenance Operations Report for each facility.
6. Monthly mowing schedule for each facility.
7. Monthly Contractor recommendation report based on ongoing service assessment for the Public Works Director or Designee to review and make a determination.
8. Damage report submitted immediately upon incident to the Public Works Director or Designee and punch list identified and implemented.

The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by the City or its authorized representative.

R. Contract Performance

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful and cooperative manner and minimizing the noise and interruption of any ongoing City services.

1. The Contractor shall provide all employees with the same uniform clearly identifying the company and all vehicles shall have the company name/logo listed.
2. The Contractor shall stage their work from locations on the properties out of the way of the mainstream users to minimize the interruption of City operations.

S. Neglect, Vandalism and Property Damage

1. Turf or plants that are damaged or killed due to the Contractor's operations, negligence or chemicals or by any other means shall be replaced at the Contractor's expense.
2. The City will repair any damaged property (that is not part of the irrigation system) caused by the Contractor's operations and the City will bill the Contractor for the full cost of said repair.
3. Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at the City's expense upon written approval by the City or its authorized representative.
4. The Contractor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing service.

T. Guaranty and Replacement

1. Force Majeure – In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of the building, the Contractor shall list the item and location and submit a report to the City or its authorized representative.
2. Any damaged plant materials approved for removal and replacement by the City or its authorized representative shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.
3. At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at the City's request.

U. Warranty of Services Definition

1. "Acceptance" as used in this clause means the act of an authorized representative of the City of Stockbridge by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract must be in writing.
2. "Correction" as used in this clause means the elimination of a defect.
3. Notwithstanding inspection and acceptance by the City of Stockbridge or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non- conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

4. If the Contractor is required to correct or re-perform, it shall be at no cost to the City and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
5. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

V. Additions and Deletions

The City, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

W. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the facility. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

X. Bidder Qualifications

Bidders must provide proof with their bid of their ability to meet the minimum qualifications set forth under the Scope of Services.

Bidders are instructed to provide a brief summary of the bidder's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

ATTACHMENT A
COST PROPOSAL FORM
(Consisting of Schedules A - W)
“LANDSCAPE MAINTENANCE SERVICES”

Responder: Please complete the attached pages 26 – 31 of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No. 2020-00013 and Landscape Maintenance Service” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL

SCHEDULE A - CITY HALL LANDSCAPING PROPOSAL

Instructions: Please complete the following Cost proposal A-W and the bid Summary indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars =Est. Total)
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site.	Per Hour		
Remove debris from beds in the spring. (Spring)	Per Task		
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task		
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task		
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application		
Weed all beds, cracks and crevices.	Per Visit		
Apply fertilizer to all beds including a slow release formula.	Per Application		
Spray landscaping for insects or disease.	Per Application		
Plant flowers.	Per Application		
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task		
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	Per Task		
TOTAL CITY HALL LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE B - CITY HALL LAWN CARE PROPOSAL

Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit		
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit		
Apply fertilizer (Two applications total for the year.)	Per Application		
Pre and post emergent herbicide.	Per Application		
Insecticide.	Per Application		
Core aeration and de-thatching of grass.	Per Visit		
Blow leaves and remove.	Per Task		
Hourly rate for any services not listed above.	Per Hour		
TOTAL CITY HALL LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE C - CITY HALL IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	
TOTAL CITY HALL IRRIGATION PROPOSAL			\$

COST PROPOSAL

SCHEDULE D - CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	Per Task	\$	\$
TOTAL CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE E - CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE F - CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
TOTAL CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL			\$

COST PROPOSAL

SCHEDULE G – MUNICIPAL COURT LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see the Scope of Work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application		\$
Plant Flowers	Per Application		\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task		\$
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	Per Task		\$
TOTAL MUNICIPAL COURT LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE H – MUNICIPAL LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL MUNICIPAL LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE I – MUNICIPAL COURT IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
TOTAL MUNICIPAL COURT IRRIGATION PROPOSAL			\$



COST PROPOSAL

SCHEDULE J – MUNICIPAL PARK LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. (Fall)	Per Task	\$	\$
TOTAL MUNICIPAL PARK LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE K – MUNICIPAL PARK LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL MUNICIPAL PARK LAWN CARE PROPOSAL			\$

COST PROPOSAL

SCHEDULE L – MUNICIPAL PARK IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
TOTAL MUNICIPAL PARK IRRIGATION PROPOSAL			\$

COST PROPOSAL

SCHEDULE M – MMCC AND ADMINISTRATIVE BUILDING LANDSCAPING

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL MMCC AND ADMINISTRATIVE BUILDING LANDSCAPING			\$

COST PROPOSAL

SCHEDULE N – MMCC AND ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL MMCC AND ADMINISTRATIVE BUILDING LAWN CARE			\$

COST PROPOSAL

SCHEDULE O – TED STRICKLAND COMMUNITY CENTER LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL TED STRICKLAND COMMUNITY CENTER LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE P – TED STRICKLAND COMMUNITY CENTER LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
TOTAL TED STRICKLAND COMMUNITY CENTER LAWN CARE			\$

COST PROPOSAL

SCHEDULE Q – MLK, SR. HERITAGE TRAIL STREETSCAPE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL MLK, SR. HERITAGE TRAIL STREETSCAPE LANDSCAPING			\$

COST PROPOSAL

SCHEDULE R – EAST ATLANTA ROAD STREETSCAPE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task Application	\$	\$
TOTAL EAST ATLANTA ROAD STREETSCAPE LANDSCAPING			\$

COST PROPOSAL

SCHEDULE S – SIGNATURE: NORTH HENRY BLVD STREETSCAPE LANDSCAPING PROPOSAL

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SIGNATURE: NORTH HENRY BLVD STREETSCAPE LANDSCAPING			\$

COST PROPOSAL

SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING			\$

COST PROPOSAL

SCHEDULE U – GREEN FRONT CAFE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	N/A
TOTAL SCHEDULE U – GREEN FRONT CAFE LANDSCAPING PROPOSAL			\$

COST PROPOSAL

SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Unit	Per	Estimated Total Unit x Dollars Per Unit = Est. Total Estimated Hours
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$		\$
Remove debris from beds in the spring. (Spring)	Per Task	\$		\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$		\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$		\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$		\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$		
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$		\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$		\$
Plant flowers.	Per Application	\$		\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$		\$
TOTAL SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL				\$

COST PROPOSAL

SCHEDULE W – WALMART/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
TOTAL SCHEDULE W – WALMART/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL			\$

ATTACHMENT A

COST PROPOSAL CONTINUATION FORM

(Consisting Schedule A – W)
“LANDSCAPE MAINTENANCE SERVICES”

The awarded Consultant is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily provide the services requested in this RFP for the Proposal Cost stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Proposal Cost Sheet. Please do not make modifications to this form as any change may render Consultant’s proposal non-responsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Proposal Cost Sheet. PLEASE INSERT THE TOTAL COST FOR EACH COST PROPOSAL SCHEDULES (A-W) **BID SUMMARY:**

PUBLIC FACILITIES

A.	City Hall Landscaping	\$ _____
B.	City Hall Lawn Care	\$ _____
C.	City Hall Irrigation	\$ _____
D.	City Hall Fountain Area Landscaping	\$ _____
E.	City Hall Fountain Area Lawn Care	\$ _____
F.	City Hall Fountain Area Irrigation	\$ _____
G.	Municipal Court Landscaping	\$ _____
H.	Municipal Lawn Care	\$ _____
I.	Municipal Court Irrigation	\$ _____
J.	Municipal Park Landscaping	\$ _____
K.	Municipal Park Lawn Care	\$ _____
L.	Municipal Park Irrigation	\$ _____
M.	MMCC and Administration Building	\$ _____
N.	MMCC and Administration Building lawn Care	\$ _____



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

- O. Ted Strickland Community Center Landscaping \$ _____
- P. Ted Strickland Community Center Lawn Care \$ _____
- Q. MLK, SR Heritage Trail Streetscape Landscape \$ _____
- R. East Atlanta Road Streetscape Landscape \$ _____
- S. North Henry BLVD Streetscape Landscape \$ _____
- T. Floyd Chapel Baptist Church \$ _____
- U. Green Front Café Landscape \$ _____
- V. Rock Quarry Road/North Henry BLVD
Banner Pole Landscape \$ _____
- W. Walmart/North Henry BLVD Banner Pole \$ _____
- OVERALL ESTIMATED TOTAL (SCHEDULES A – W)** \$ _____

Total points awarded for price will be determined by applying the following formula:
(Lowest Overall Estimated Cost /Proposer's Price) x 50 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

LOWEST OVERALL ESTIMATED ANNUAL COST CONSIST OF SCHEDULES A - W

SIGNATURES

If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here: The undersigned certify that they sign this proposal with full and proper authority to do so.

By: _____ Title _____

By: _____ Title _____

Date: _____

END OF PROPOSAL FORM

3.4 REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

3.5 PROPOSAL AND CONTRACT DOCUMENTS

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

3.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

3.8 CODES, PERMITS, FEES, LICENSES AND LAW

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

3.9 SAFETY

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

3.10 DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

3.11 STATEMENT OF WARRANTY

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.12 NONDISCRIMINATION

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

3.13 DRUG FREE WORKPLACE CERTIFICATION

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance
a. of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

3.14 GEORGIA SECURITY AND IMMIGRATION ACT

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

3.16 DELIVERY AND F.O.B. DESTINATION

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within

five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

3.19 AUTHORITY TO SIGN

- a. If a proposal is made by an individual, the name and mailing address must be shown. If

made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.

- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS (NOT APPLICABLE)

- a. **Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.
- c. **Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

3.21 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

3.22 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified individuals /firms(s) to the City Council for award. Matters relating to qualifications to meet the City's needs will receive highest priority in evaluation. After a Proposal is selected, the City expects to negotiate the details of the work to be performed based upon the proposal, the City's needs, and revenue sharing based on towing company rates per tow, and/or per month or a combination thereof. Proponents are solely responsible for ensuring prices consider any fluctuations in fuel prices or other variable costs. If negotiations fail for any reason, including price, the CITY may choose to negotiate with others to obtain an appropriate contract for needed Services.

The City of Stockbridge Purchasing Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Purchasing Manager will review the

information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

The City may require visits to customer company, installations or demonstrations of product by Contractor's, as part of the evaluation process.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I**, and requirements throughout this RFP.

3.23 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

3.24 CITY'S TAX EXEMPTION

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

3.25 AWARD OF CONTRACT

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted

by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).

- c. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents.

Responsibility - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

3.26 NEGOTIATION AND AWARD

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

3.27 CONTROLLING LAW, VENUE

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

3.28 CONTRACTOR AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

3.29 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

3.30 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of

this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,

- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

3.31 DEFAULT AND TERMINATION

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of

this Agreement.

- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

3.32 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.33 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.34 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

3.35 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

3.36 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

3.37 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.38 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.39 PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment,



City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

_____ (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

RFP No. 2020-00030 **CONSULTANT SERVICES FOR THE CITY OF STOCKBRIDGE CONSULTING SERVICES.** – A copy of the Contractor's current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
--	-----------------	-------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or



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the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____



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**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2020-00013

SOLICITATION TITLE: **LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE**

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:

Reference Organization:

Project Verified (Include the Project Name / Title and a brief description of the Project):

Person Contacted:

Title of Contact:

Telephone Number including extension:

Email Address:

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT III
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2020-00013
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐



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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first
duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or
agent) of _____, the sub-contractor that has submitted the attached
solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all
pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived
or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham
solicitation in connection with the Contract for which the attached solicitation has been submitted or
refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Vendor, firm or
person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any
overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against
City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its
agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, _____, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

Witness



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

_____, and it is also whose address is

_____, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and it is also whose address is _____, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date



Where Community Connects

City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of _____, and, it is
also, whose address is _____, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.

Signature of Authorized Agent

Name/Title of Authorized Agent

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

Name of Applicant

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the ____ Day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

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

**FORM 8
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: _____

Date: _____ Telephone No: _____

Firm or Company Name: _____

Address: _____



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, _____, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this _____ day of _____, 2018

By

Title

Sworn to and subscribed before me the _____ day of _____, 2018.
Notary Public

My Commission Expires:

Date



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program^{*,2} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. ²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



City of Stockbridge Purchasing Division

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**STATE OF GEORGIA
CITY OF STOCKBRIDGE**

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

City: _____

Commission Expires: _____

30.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____ , attachment(s) # _____ to # _____ , and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: Date: _____

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

ATTACHMENT 2
REQUEST FOR PROPOSALS. NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR PROPOSALS. 2020-00013

DATE: April 24, 2020

RFP MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE

City of Stockbridge City Hall – 4640 North Henry Blvd



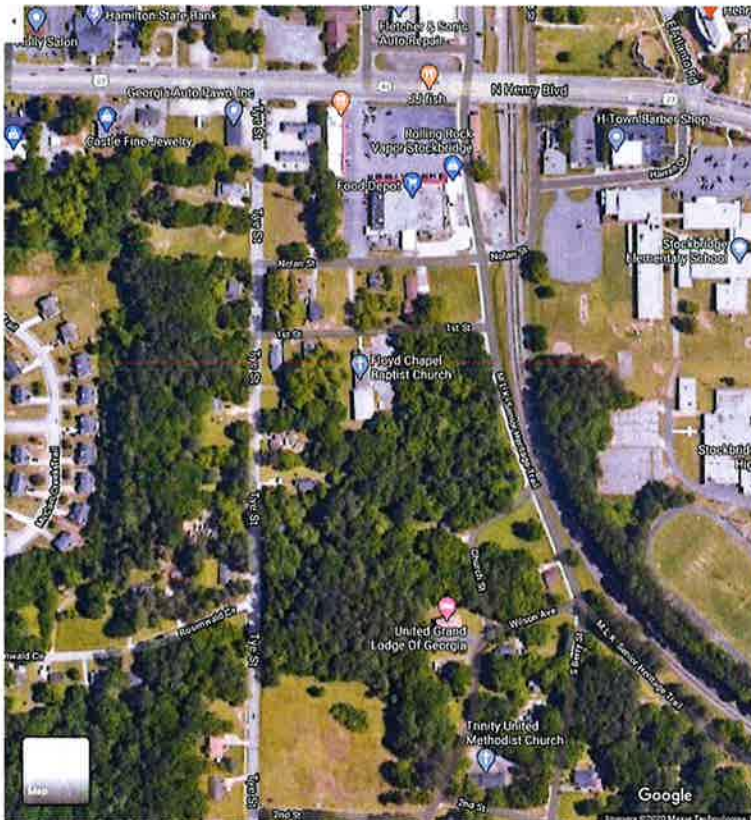
Stockbridge City Hall Fountain Park – 4640 North Henry Blvd



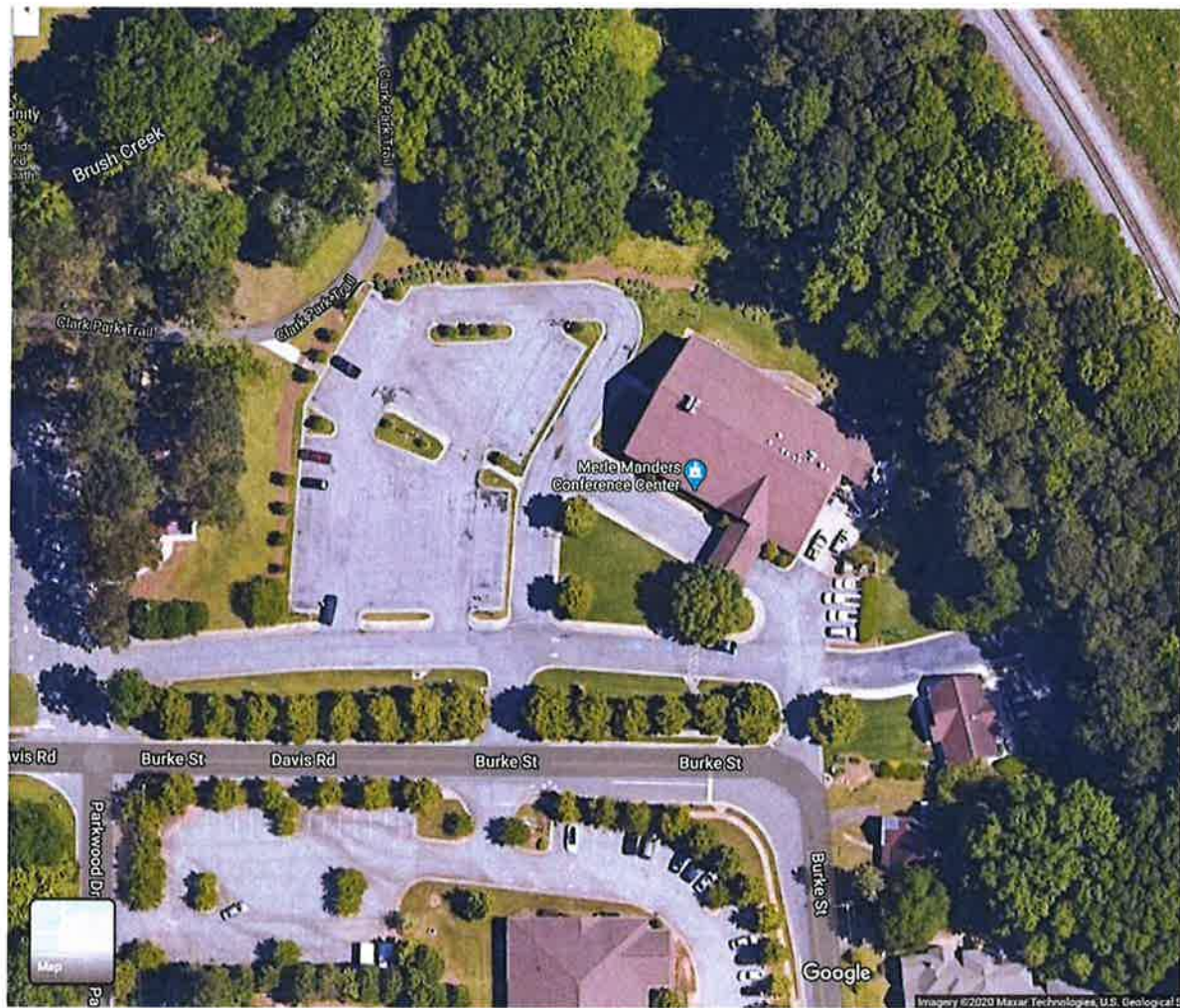
City of Stockbridge Municipal Courts – 4602 North Henry Blvd.



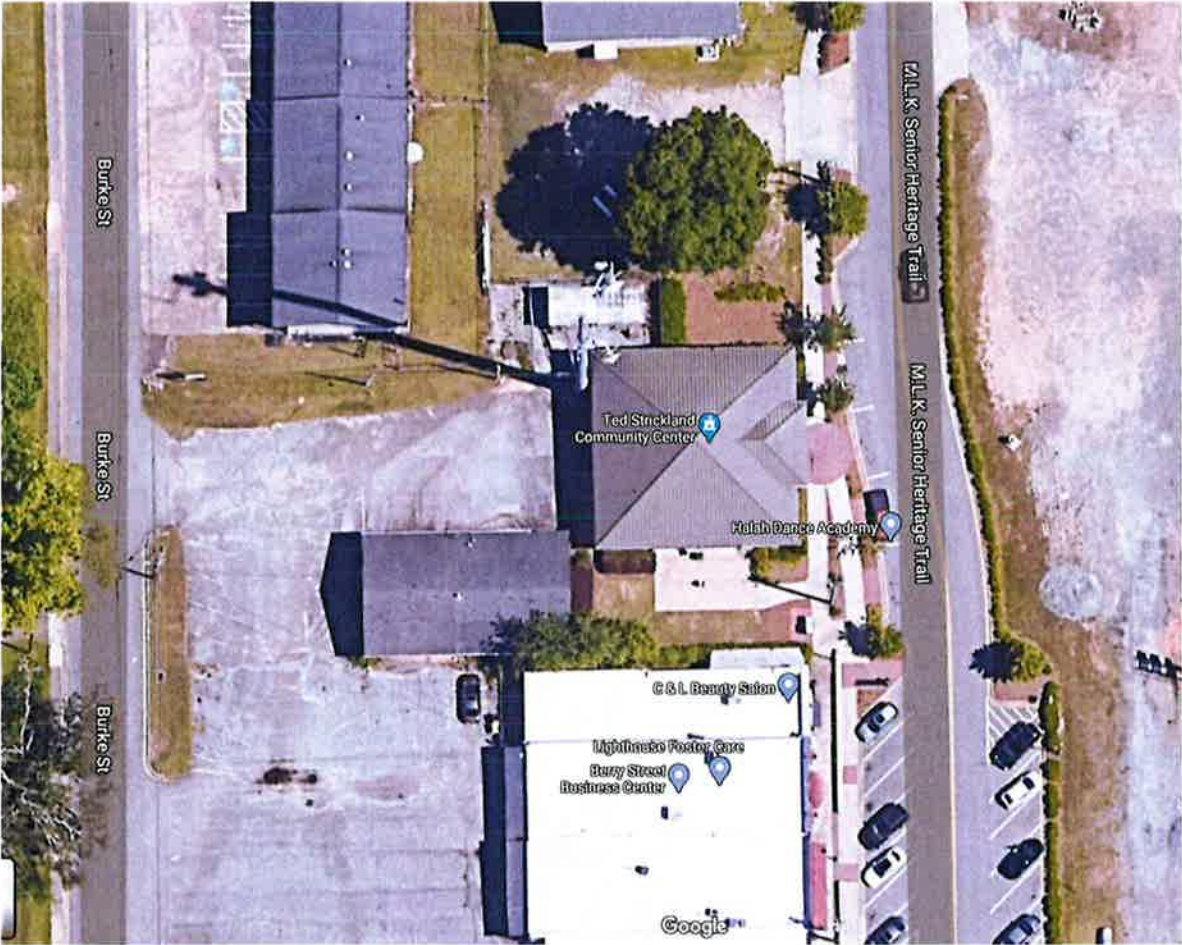
MLK Sr. Heritage Trail - Streetscape from Love Street to Wilson Avenue



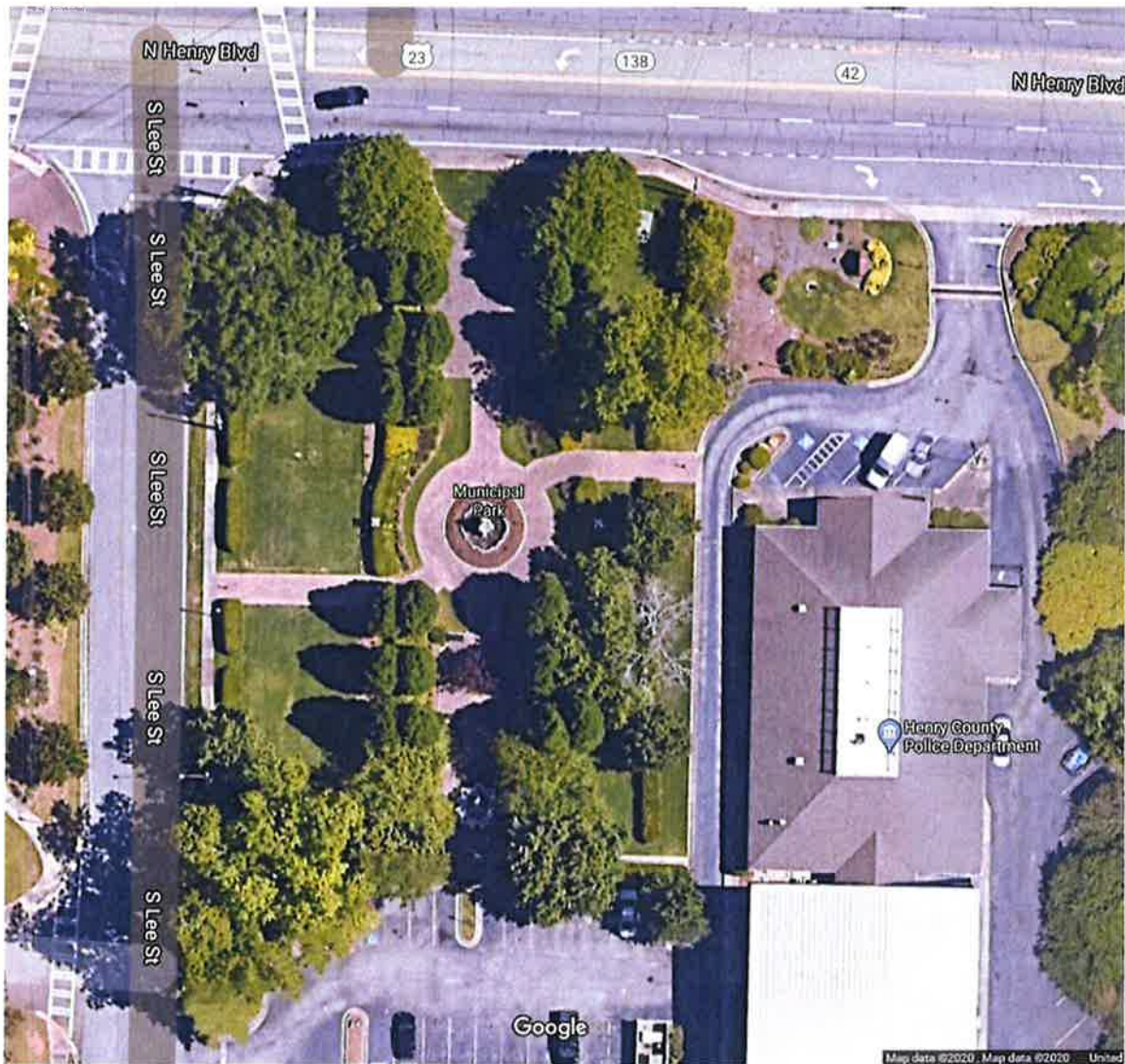
Merle Manders Conference Center and Admin Building – 111 Davis Road



Ted Strickland Community Center – 130 MLK Sr. Heritage Trail



City of Stockbridge PD (Police Department) Park – 4557 North Henry Blvd



North Henry Blvd Street Scape - Harrell Drive to South Lee Street



City of Stockbridge Banner Pole – North Henry Blvd at Rock Quarry Road



City of Stockbridge Banner Pole – North Henry Blvd at Davis Road in front of Walmart – 5600 North Henry Blvd.





City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 1

Solicitation No.: Request For Proposal (RFP) No. 2020-00013

Solicitation Title: Landscape Maintenance Services

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☒ Return Completed Revised Cost Proposals/Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 12:00 noon EDT on Friday, April 24, 2020.
2. The deadline for questions has not changed. The deadline for questions is Friday, April 3, 2020 (12 Noon) EDT.

ADDITIONS / CLARIFICATIONS / CORRECTIONS

1. The reference solicitation was listed on the City of Stockbridge website as RFQ No. 2020-00013. The Landscape Maintenance Services bid is **RFP** No. 2020-00013.
2. Pages 82 and 83 were left blank intentionally.
3. The table of contents page was revised. Please see the attached revised Table of Contents.

4. Section 2.8- CLARIFICATION & ADDENDA has been revised.

Proposers may submit requests for clarifications or interpretations regarding this RFQ **RFP** and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFQ **RFP**. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after ~~February 19, 2020, (12 Noon) EDT~~ **April 3, 2020, (12 Noon) EDT**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFQ **RFP**.

Requests for clarification or interpretation regarding this RFQ **RFP** shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: LMiller@CityofStockbridge-ga.gov

5. **Section 2.50- COST OF PROPOSAL PREPARATION AND SELECTION PROCESS** has been revised.

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFQ **RFP**, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFQ **RFP** or procurement process or in connection with the selection process or any negotiations.

6. **Section 2.57- CERTIFICATE OF ACCEPTANCE** has been revised.
By responding to this RFQ **RFP**, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.
7. **Section 2.59- GENERAL REQUIREMENTS**, g, has been revised.
The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFQ **RFP** or of any of its rights, title or interest therein without prior written consent of the Council.
8. **Section 3.2- OVERVIEW OF PROPOSAL REQUIREMENTS**, has been revised.
Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFQ **RFP**. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFQ **RFP**. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.
9. **Schedule B - COST PROPOSAL CITY HALL LAWN CARE PROPOSAL** has been revised. Please see the revised Cost Proposal.
10. **Schedule D - COST PROPOSAL CITY HALL LAWN FOUNTAIN AREA LANDSCAPING PROPOSAL** has been revised. Please see the revised Cost Proposal.
11. **Schedule G - COST PROPOSAL MUNICIPAL COURT LANDSCAPING PROPOSAL** has been revised. Please see the revised Cost Proposal.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

All other terms, conditions, and specifications of the solicitation remain unchanged.

Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

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EXHIBIT I (DETAILED SCOPE OF SERVICES)

EXHIBIT II-REFERENCE VERIFICATION FORM

EXHIBIT III -REQUIRED CERTIFICATIONS/ ATTACHMENTS FORM

FORM 1 NON-COLLUSION BIDDING CERTIFICATE

FORM 2 NON-COLLUSION SUB-CONTRACTOR

FORM 3 CERTIFICATION REGARDING DEBARMENT

FORM 4 INELIGIBILITY CERTIFICATE

FORM 5 CERTIFICATION OF DRUG-FREE WORKPLACE

FORM 6 CONFLICT OF INTEREST

FORM 7 AFFIDAVIT VERIFYING STATUS

FORM 8 CERTIFICATION REGARDING LOBBYING

FORM 9 PROPOSAL SUBMITTAL LETTER

FORM 10 GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

FORM 11 GEORGIA SECURITY SUB-CONTRACTOR AFFIDAVIT

FORM 12 CERTIFICATE OF ACCEPTANCE

COST PROPOSAL- Revised

SCHEDULE B - CITY HALL LAWN CARE PROPOSAL

Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide.	Per Application	\$	\$
Insecticide.	Per Application	\$	\$
Core aeration and de-thatching of grass.	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
Hourly rate for any services not listed above.	Per Hour	\$	\$
TOTAL CITY HALL LAWN CARE PROPOSAL			\$



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City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

COST PROPOSAL- Revised

SCHEDULE D - CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	Per Task	\$	\$
TOTAL CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL			\$



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

COST PROPOSAL- Revised

SCHEDULE G – MUNICIPAL COURT LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see the Scope of Work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application		\$
Plant Flowers	Per Application		\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task		\$
Evaluate the condition of landscaping through the season and suggest needs/changes to the Public Works Director. (As Needed)	Per Task		\$
TOTAL MUNICIPAL COURT LANDSCAPING PROPOSAL			\$



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 2

Solicitation No.: Request For Proposal (RFP) No. 2020-00013

Solicitation Title: Landscape Maintenance Services

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
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- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

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2. The deadline for questions has not changed. The deadline for questions is Friday, April 3, 2020 (12 Noon) EDT.

ADDITIONS / CLARIFICATIONS / CORRECTIONS

1. ~~A Non-Mandatory Pre-Bid Conference will be held on Tuesday, March 17, 2020 at 10:00 AM EDT at the Stockbridge City Hall, 4640 N. Henry Boulevard, Stockbridge, Georgia 30281.~~ The Non-Mandatory Pre- Bid Conference has been cancelled. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. The Non- Mandatory Pre-Bid **Tele-Conference Meeting will be held on Friday, March 20, 2020 at 12:00 Noon EDT.** The Non-Mandatory Pre-Bid will be available by calling telephone number (678-833-3340) to take part in the Tele-Conference Meeting.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

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All other terms, conditions, and specifications of the solicitation remain unchanged.

Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 3

Solicitation No.: Request For Proposal (RFP) No. 2020-00013

Solicitation Title: Landscape Maintenance Services

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
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- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

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1. The RFP Due Date **has** changed. The RFP Due Date is 12:00 noon EDT on ~~Friday, April 24, 2020~~ **Friday, May 1, 2020 (12 NOON, EDT).**
2. The deadline for questions has not changed. The deadline for questions is Friday, April 3, 2020 (12 Noon) EDT.

ADDITIONS / CLARIFICATIONS / CORRECTIONS

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City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

2. Page 6 of 120 has been revised. Please see attached.
3. Page 7 of 120 has been revised. Please see attached.
4. Page 8 of 120 has been revised. Please see attached.
5. Page 29 of 120 has been revised. Please see attached.
6. Page 58 of 120 has been revised. Please see attached.
7. Page 120 of 120 has been revised. Please see attached.

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Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date

SECTION 2.0

2.1 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under "Bid Solicitations" and the Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2.2 PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to as "Schedule of Events" of this RFQ. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

2.3 PROPOSAL DUE DATE

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before ~~April 24, 2020 (12 Noon) EDT~~ **May 1, 2020 (12 Noon) EDT**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE**

City of Stockbridge City Hall
4640 North Henry Boulevard Stockbridge, GA 30281

~~RFP Due Date: April 24, 2020 (12 noon) EDT~~

RFP Due Date: May 1, 2020 (12 noon) EDT

2.4 SUBMITTAL REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.**

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at LMiller@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	March 18, 2020
Pre-Proposal Meeting (Non-mandatory) City of Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281	March 17, 2020 (10:00 A.M, EDT) <u>N/A</u>
Last Day for Questions to be Submitted	April 3, 2020 (12:00 A.M, EDT)
RFP Submittal Due Date	April 24, 2020 (12:00 A.M, EDT) <u>May 1, 2020 (12:00 A.M, EDT)</u>
Project Manager Public Works Director – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFQ and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFQ. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **February 19, 2020, (12 Noon) EDT. April 3, 2020 (12:00 A.M, EDT)**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFQ.

Requests for clarification or interpretation regarding this RFQ shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: LMiller@CityofStockbridge-ga.gov

SECTION 3.0

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than ~~Friday, April 24, 2020 (12:00 Noon) EDT~~ **Friday, May 1, 2020 (12:00 Noon) EDT** and must be addressed to:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-00013
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE
CITY OF STOCKBRIDGE, CITY HALL
Proposer's Name and Address**

The Request For Qualifications (RFQ) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFQ submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFQ response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

**ATTACHMENT A
COST PROPOSAL FORM
(Consisting of pages 26 - 31)
“LANDSCAPE MAINTENANCE SERVICES”**

Responder: Please complete the attached ~~pages 26—31~~ of the Cost Proposal Forms and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and “Request for Proposals No. 2020-00013 and Landscape Maintenance Service” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal:

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

SEALED RFP ENCLOSED

DELIVER TO:

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

REQUEST FOR PROPOSALS. 2020-0008

DATE: April 24, 2020

May 1, 2020

RFP MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION:

LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE

All bids must be Mailed Only to the City at the address listed in the bid.
Proposer should obtain tracking receipt and provide proof of the receipt via
email within 3 days after bid opening date.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 4

Solicitation No.: Request For Proposal (RFP) No. 2020-00013

Solicitation Title: Landscape Maintenance Services

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has **not** changed. The RFP Due Date is 12:00 noon EDT on ~~Friday, April 24, 2020~~ **Friday, May 1, 2020 (12 NOON, EDT).**
2. The deadline for questions has **not** changed. The deadline for questions is Friday, April 3, 2020 (12 Noon) EDT.

ADDITIONS / CLARIFICATIONS / CORRECTIONS

1. Page 7 of 120 has been revised. Please see attached.
2. Page 8 of 120 has been revised. Please see attached



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All other terms, conditions, and specifications of the solicitation remain unchanged.

Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date

2.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at LMiller@CityofStockbridge-ga.gov, 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2.6 REQUEST FOR PROPOSAL "SCHEDULE OF EVENTS"

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	March 18, 2020
Pre-Proposal Meeting (Non-mandatory) City of Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281	March 17, 2020 (10:00 A.M., EDT) N/A
Last Day for Questions to be Submitted	April 3, 2020 (12:00 A.M., EDT) <u>April 3, 2020 (12:00 NOON, EDT)</u>
RFP Submittal Due Date	April 24, 2020 (12:00 A.M., EDT) <u>May 1, 2020, (12:00 NOON, EDT)</u>
Project Manager Events Division – Decius Aaron, Public Works Director	

2.7 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager's recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.8 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFQ and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of this RFQ. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **April 3, 2020, (12 A.M EDT) April 3, 2020, (12 Noon) EDT.**

local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City's website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFQ.

Requests for clarification or interpretation regarding this RFQ shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Manager: Lindell Y. Miller
Email: LMiller@CityofStockbridge-ga.gov



City of Stockbridge Purchasing Division

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ADDENDUM NO. 5

Solicitation No.: Request For Proposal (RFP) No. 2020-00013

Solicitation Title: Landscape Maintenance Services

ATTENTION ALL POTENTIAL BIDDERS:

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- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

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2. The deadline for questions has changed. The deadline for questions is **Friday, April 17, 2020 (12 Noon) EDT.**

ADDITIONS / CLARIFICATIONS / CORRECTIONS

Q1. Does the city have any open records from the previous vendor?

A1. All Open Records request should be submitted to the City's Clerk Office.

<https://www.cityofstockbridge.com/pview.aspx?id=4536&catid=72>

Q2. Do you anticipate extending the bid due date?

A2. Yes. The RFP Due Date has changed. The RFP Due Date is **Wednesday, May 13th, 2020 (12 NOON, EDT).**

Q3. What additional details are you willing to provide, if any, beyond what is stated in bid Documents concerning how you will identify the winning bid?

A3. Please see the RFP solicitation, scope of services and the specifications. All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in Exhibit I, and requirements throughout this RFP.

Q4. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com

A4. No. the RFP is posted on the
Georgia Procurement Registry https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
State of Georgia Procurement Registry and the City of Stockbridge
Website, <http://www.cityofstockbridge.com/default.aspx> under "Bid Solicitations"

Q5. Is a bid bond required upon submittal of the bid? If so, what is the %?

A5. Please see the RFP. No Bid Bond is required.

Q6. There are maps/pictures for all the sites except the following:

- Municipal Park
- East Atlanta Road Streetscape
- Floyd Chapel Historical Marker
- Green Front Café

Can we also be supplied with these as well?

A6. Please see the attached maps/pictures.



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Q7. There are maps/pictures for all of the sites except the following:

- Municipal Park
- East Atlanta Road Streetscape
- Floyd Chapel Historical Marker
- Green Front Café

Can we also be supplied with these as well?

A7. Please see attached maps/pictures for all of the sites.

Q8. Will a bid/performance/payment bond be required?

A8. No. Please see response to question 4.

Q9. With the COVID-19, will the due date still remain as is or will it get rescheduled?

A9. The due date has changed. The Bid due date is **Wednesday 13th, 2020 (12 NOON, EDT).**

Q10. Is the Police Station to be a part of this bid?

A10 .The Police Station is not a part of the bid, only the Park.

Q11. The Historical Markers at The Green Café and the Church. Are we to only maintain around the markers themselves or are we to account to maintain all around the Church and the Café?

A11. The area around the markers themselves is to be maintained only.

Q12. Who currently services these accounts and how much are you'll paying per month currently for these services?

A12. High Groves maintains these facilities. The cost varies depending on the service.

Q13. Page 103 of the RFP (Reference Verification Form) – Are we to fill this out and put in our proposal or is this form for you all to use and fill out as you are calling our contacts?

A13. Please complete the verification form and provide the required references.

Q14. We are interested in the Lawn Maintenance service, for the City of Stockbridge Ga.
Is there a bid packet, you could provide me with?

A14. The solicitation can be located on the City's website is located at
<https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website
https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp



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Q15. I hope you are doing well in these crazy times. I have a quick question for you regarding 2020-00013. What was the total amount of the winning bid for this previous IFB/contract?

Q15. The current agreement was not resulted from a competitive solicitation.

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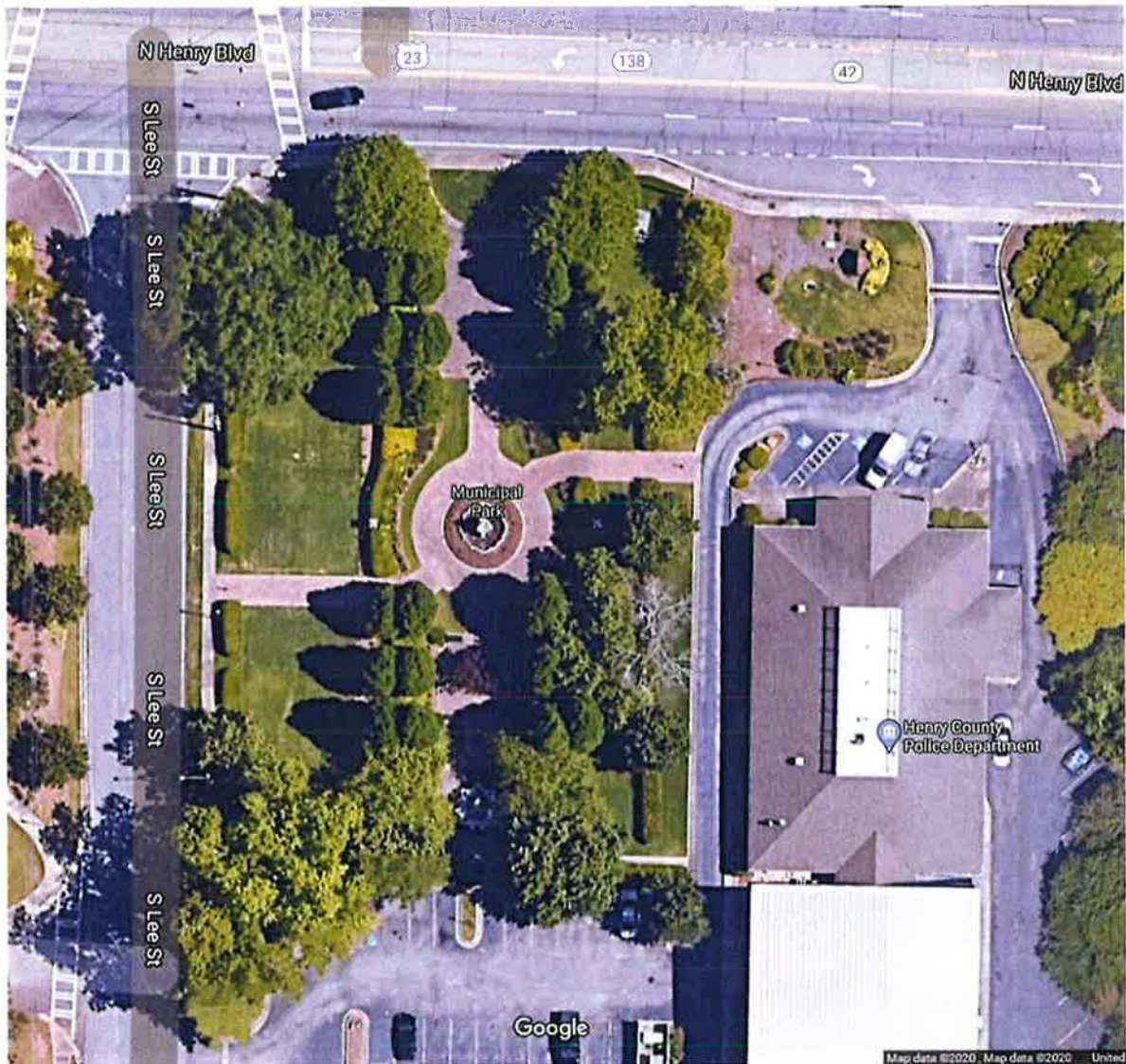
Addendum 5 Answers

Stockbridge East Atlanta Road Street Scape (From North Henry BLVD to Love Street Both Sides)



Figure 1 Street Scape

City of Stockbridge Municipal Park – 4557 North Henry Blvd



Floyd Chapel Baptist Church – 104 First Street



Green Front Café - 112 Second Street





City of Stockbridge Purchasing Division

City of Stockbridge City Hall
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ADDENDUM NO. 6

Solicitation No.: Request For Proposal (RFP) No. 2020-00013

Solicitation Title: Landscape Maintenance Services

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2. The deadline for questions has not changed. The deadline for questions was Friday, April 17, 2020 (12 Noon) EDT.
3. **Please see the attached current pricing for the maintenance of the City's landscaping.**



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Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date

**HIGHGROVE PARTNERS
GROUNDS MAINTENANCE PROPOSAL**

10/21/2008

**STOCKBRIDGE COMMUNITY CENTER
Exhibit "A"**

CATEGORIES		ANNUAL COSTS
Routine Maintenance		
Grounds Maintenance		\$ 11,710.00
Turf/Shrub Care		\$ 915.00
Irrigation Maintenance		\$ 527.00
Sub Total		\$ 13,152.00
Mulch Applications		
Spring		\$ 1,395.00
Fall		\$ 1,313.00
Sub Total		\$ 2,708.00
Seasonal Color		
Spring Install		\$ 1,167.00
Fall Install		\$ 1,642.00
Maintenance		\$ 1,257.00
Sub Total		\$ 4,066.00
Total		\$ 19,926.00

2009 PAYMENT SCHEDULE

	Routine Maintenance	Mulch Applications	Seasonal Color	Monthly Total	% Total Actual
JAN '09	\$ 1,096.00			\$ 1,096.00	4%
FEB '09	\$ 1,096.00			\$ 1,096.00	5%
MAR '09	\$ 1,096.00			\$ 1,096.00	6%
APR '09	\$ 1,096.00	\$ 1,395.00		\$ 2,491.00	5%
MAY '09	\$ 1,096.00		\$ 1,795.00	\$ 2,891.00	19%
JUN '09	\$ 1,096.00			\$ 1,096.00	9%
JUL '09	\$ 1,096.00			\$ 1,096.00	5%
AUG '09	\$ 1,096.00			\$ 1,096.00	5%
SEP '09	\$ 1,096.00			\$ 1,096.00	5%
OCT '09	\$ 1,096.00	\$ 1,313.00		\$ 2,409.00	6%
NOV '09	\$ 1,096.00		\$ 2,271.00	\$ 3,367.00	25%
DEC '09	\$ 1,096.00			\$ 1,096.00	7%
Total	\$ 13,152.00	\$ 2,708.00	\$ 4,066.00	\$ 19,926.00	100%

PROPOSAL ACCEPTANCE

I ACCEPT THE ABOVE COST STRUCTURE AND WOULD LIKE TO ENTER INTO A LANDSCAPE MAINTENANCE AGREEMENT WITH HIGHGROVE PARTNERS. I UNDERSTAND THAT A FORMAL CONTRACT, WITH TERMS AND CONDITIONS, WILL BE ISSUED FOR EXECUTION BY BOTH PARTIES.

PLEASE SIGN AND RETURN ONE COPY.


SALES REPRESENTATIVE
HIGHGROVE PARTNERS

 11/11/08
DATE


CLIENT
DATE

**HIGHGROVE PARTNERS
 GROUNDS MAINTENANCE PROPOSAL**

10/21/2008

CITY OF STOCKBRIDGE - CITY HALL & PARK

Exhibit "A"

CATEGORIES		ANNUAL COSTS
Routine Maintenance		
Grounds Maintenance		\$ 24,046.00
Turf/Shrub Care		\$ 1,690.00
Irrigation Maintenance		\$ 880.00
Sub Total		\$ 26,616.00
Mulch Applications		
Spring		\$ 4,031.00
Fall		\$ 3,744.00
Sub Total		\$ 7,775.00
Seasonal Color		
Spring Install		\$ 1,486.00
Fall Install		\$ 2,306.00
Maintenance		\$ 954.00
Sub Total		\$ 4,746.00
Total		\$ 39,137.00

2009 PAYMENT SCHEDULE

	Routine Maintenance	Mulch Applications	Seasonal Color	Monthly Total	% Total Actual
Jan '09	\$ 2,218.00			\$ 2,218.00	3%
Feb '09	\$ 2,218.00			\$ 2,218.00	4%
Mar '09	\$ 2,218.00			\$ 2,218.00	5%
Apr '09	\$ 2,218.00	\$ 4,031.00		\$ 6,249.00	5%
May '09	\$ 2,218.00		\$ 1,963.00	\$ 4,181.00	25%
Jun '09	\$ 2,218.00			\$ 2,218.00	7%
Jul '09	\$ 2,218.00			\$ 2,218.00	4%
Aug '09	\$ 2,218.00			\$ 2,218.00	4%
Sep '09	\$ 2,218.00			\$ 2,218.00	4%
Oct '09	\$ 2,218.00	\$ 3,744.00		\$ 5,962.00	5%
Nov '09	\$ 2,218.00		\$ 2,783.00	\$ 5,001.00	28%
Dec '09	\$ 2,218.00			\$ 2,218.00	6%
Total	\$ 26,616.00	\$ 7,775.00	\$ 4,746.00	\$ 39,137.00	100%

PROPOSAL ACCEPTANCE

I ACCEPT THE ABOVE COST STRUCTURE AND WOULD LIKE TO ENTER INTO A LANDSCAPE MAINTENANCE AGREEMENT WITH HIGHGROVE PARTNERS. I UNDERSTAND THAT A FORMAL CONTRACT, WITH TERMS AND CONDITIONS, WILL BE ISSUED FOR EXECUTION BY BOTH PARTIES.

PLEASE SIGN AND RETURN ONE COPY.

SALES REPRESENTATIVE
 HIGHGROVE PARTNERS

DATE

CLIENT

DATE

Charles Sanders 11/11/08



City of Stockbridge Purchasing Division

THANK YOU FIRST RESPONDERS!!

City of Stockbridge City Hall
4640 North Henry Boulevard
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ADDENDUM NO. 7

Solicitation No.: Request For Proposal (RFP) No. 2020-00013

Solicitation Title: Landscape Maintenance Services

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2. The deadline for questions has not changed. The deadline for questions was Friday, April 17, 2020 (12 Noon) EDT.

3. Watch Bid Opening Live via Webex

Beginning May 1, 2020, the City of Stockbridge Procurement Division, will be conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Wednesday at 12:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.



City of Stockbridge Purchasing Division

THANK YOU FIRST RESPONDERS!!

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Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

6/23/2020

FUNDING SOURCE

☐

Action requested by City Council

☒

For informational purposes only

☐

Budget Amendment Required

☐

GENERAL FUND

☐

FUND BALANCE

☐

SPLOST

☐

CDBG

☐

GRANT FUNDING

☐

COUNCIL INITIATIVE

☐

SPONSORSHIP

☐

DEPT. FUND BALANCE

FROM ACCOUNT:

TO ACCOUNT:

PRESENTER: Randy Knighton

ITEM/PROJECT/EVENT: TSPLOST

DESCRIPTION:

The Henry County Board of Commissioners approved moving forward with a Transportation Special Purpose Option Sales Tax (TSPLOST) vote in November. It will require a formal meeting of the Henry County Board of Commissioners and the elected body of each city in Henry County. The expected tentative schedule is as follows :

June 30 – Call Meeting of County and City elected officials

July 31 – Intergovernmental Agreements (IGAs) completed

August 3 – Henry County BOC Approval

November 3 – TSPLOST Vote

A 5-year TSPLOST would be estimated to generate approximately \$204 million for the entire County. Over the past several years there has been legislation to allow for TSPLOST votes, at first on a regional level and now single Counties can develop a TSPLOST. The prevailing questions will be what projects will be on the list, what the split will be with the cities, and whether it will be supported. Without an IGA the County can move forward with $\frac{3}{4}$ (0.75) of a penny, with an IGA the collections would be a full 1 cents.

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER _____

AMOUNT

N/A

Commissioners Approve Moving Forward with a TSPLOST Referendum

HENRY COUNTY, GA. – June 15, 2020 – The Henry County Board of Commissioners approved a resolution at the June 9 workshop meeting to move forward with a Transportation SPLOST (TSPLOST) to address transportation needs in the county. The resolution also called for Commission Chair June Wood to serve as a liaison with the cities in Henry County regarding the T-SPLOST.

Planning and Economic Development Director Toussaint Kirk said that a TSPLOST allocates up to 1 percent sales tax and the capital outlays are intended for transportation purposes only. In his presentation he highlighted several government and municipalities who were successfully utilizing a TSPLOST and explained that based on current SPLOST projections, a TSPLOST could be imposed up to one percent in increments of .05 percent. To collect the full one percent, the county would need to have an intergovernmental agreement with its respective municipalities, however without an IGA in place the maximum rate for the TSPLOST can't exceed 0.75 percent.

He also said that a TSPLOST may not exceed five years, must be approved through voter referendum and at least 30 percent of estimated revenue must be spent on projects consistent with the statewide Strategic Transportation Plan. Funds collected through the TSPLOST may be used for transportation purposes including acquisition of right-of-way and construction of roads, streets, bridges and bicycle paths, as well as many other transportation initiatives and projects.

Based on Henry County's current SPLOST V revenue projections, Kirk said that a TSPLOST of up to one percent has the potential to raise \$204 million over a five-year period. A single county TSPLOST of up to .75 percent is estimated to potentially raise \$155 million over a five-year period.

Next steps include staff developing a transportation project list and county management working with the cities of Hampton, Locust Grove, McDonough, and Stockbridge to develop intergovernmental agreements.

Commissioners discussed various timelines and settled on the November 3 ballot to present the referendum to voters.

The expected tentative schedule is as follows :

June 30 – Call Meeting of County and City elected officials
July 31 – Intergovernmental Agreements (IGAs) completed
August 3 – Henry County BOC Approval
November 3 – TSPLOST Vote



**To be used as General Guidance for remainder of state outside Fulton County.
Please make sure to verify all action through local legal counsel.**

1. What is a single county TSPLOST?

A Special Purpose Local Option Sales Tax (SPLOST) is a sales tax used to fund capital outlay projects proposed by the county government and municipal governments. A single county TSPLOST is a sales tax where the projects consist of transportation purposes only.

2. What sales tax is currently being collected in your County? Does the law allow for an additional tax?

To qualify to hold a TSPLOST referendum, a county must already impose a regular SPLOST.

Most counties have several different 1% sales taxes (SPLOST, LOST, MARTA, etc.) Single county TSPLOST is in addition to these taxes. This tax will NOT affect any other local sales and use tax.

3. How much money will be raised with a single county TSPLOST?

This depends on your county and your sales rate. Many counties use estimates generated by a Georgia State University Report produced by the Center for State and Local Finance and Fiscal Research Center and consultation with the Georgia Department of Revenue. Projections based on current SPLOST collections are also valuable.

4. Are there items that will be exempted from T-SPLOST?

Yes, there are six items that are exempt from taxation on the law. (See O.C.G.A 48-8-269)

- The sale or use of any type of fuel used for off-road heavy-duty equipment, off-road farm or agricultural equipment, or locomotives;
- The sale or use of jet fuel to or by a qualifying airline at a qualifying airport;
- The sale or use of fuel that is used for propulsion of motor vehicles on the public highways*;
- The sale or use of energy used in the manufacturing or processing of tangible goods primarily for resale;
- The sale or use of motor fuel as defined under paragraph (9) of Code Section 48-9-2 for public mass transit; or
- The purchase or lease of any motor vehicle pursuant to Code Section 48-5C-1.

*See: 2017 County Motor Fuel Return Sales Per County

5. How is a referendum called?

A formal meeting must be called by the County Board of Commissioners to discuss possible projects to be included in the referendum and the rate of tax.

Meeting notice has to be hand delivered or mailed at least ten days prior to the date of the meeting to each qualified city. The meeting notice includes: date, time, place and purpose of the meeting.

The law requires that the formal meeting must be held at least 30 days prior to the calling of a referendum.

Following the meeting, the county and the qualified cities could enter into an IGA. (see Question 16)

As soon as practicable after the meeting between the county and qualified cities and the execution of an IGA, the county shall by a majority vote on a resolution calling for the Single County TSPLOST referendum.

The Resolution for the Call for the referendum must then be submitted to the County Election Superintendent and include the following:

- Specific transportation purposes to be funded
- The approximate cost of those purposes and the, maximum amount of net proceeds to be raised by the tax
- The maximum amount of time in calendar years

6. How can the money be spent?

Funds can be spent on "transportation purposes".

O.C.G.A. 48-8-260(5):

(5) 'Transportation purposes' means and includes roads, bridges, public transit, rails, airports, buses, seaports, including without limitation road, street, and bridge purposes pursuant to paragraph (1) of subsection (b) of Code Section 48-8-121(see below), and all accompanying infrastructure and services necessary to provide access to these transportation facilities, including new general obligation debt and other multiyear obligations issued to finance such purposes. Such purposes shall also include the retirement of previously incurred general obligation debt with respect only to such purposes, but only if an intergovernmental agreement has been entered into under this part.

Code Section 48-8-121(b)(1):

If the resolution or ordinance calling for the imposition of the tax specified that the proceeds of the tax are to be used in whole or in part for capital outlay projects consisting of road, street, and bridge purposes, then authorized uses of the tax proceeds shall include:

- (A) Acquisition of rights of way for roads, streets, bridges, sidewalks, and bicycle paths;*
 - (B) Construction of roads, streets, bridges, sidewalks, and bicycle paths;*
 - (C) Renovation and improvement of roads, streets, bridges, sidewalks, and bicycle paths, including resurfacing;*
 - (D) Relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths;*
 - (E) Improvement of surface-water drainage from roads, streets, bridges, sidewalks, and bicycle paths; and*
 - (F) Patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths.*
- (2) Storm-water capital outlay projects and drainage capital outlay projects may be funded pursuant to subparagraph (a)(1)(D) of Code Section 48-8-111 or in conjunction with road, street, and bridge capital outlay projects.*

The definition of transportation purposes does not directly address transit operations. However, the text “and services” is considered to allow some degree of transit operations. Please note that a jurisdiction can also retire previously incurred general obligation debt with proceeds from the tax.

7. Does the Georgia Code require that the money be spent in a certain manner?

A minimum of 30% of revenue generated must be used on projects consistent with the Statewide Strategic Transportation Plan (SSTP). The SSTP is a policy document and does not include an exhaustive list of projects. The SSTP outlines a series of statewide priorities and identifies several programs and/or plans which directly support those priorities. A handful of key projects are identified in various places throughout the document to illustrate how a program or plan may ultimately result in implementation of a specific project.

Because the SSTP identifies a broad range of supportive strategies and programs, many projects will be consistent with the SSTP. For example, projects that would be considered consistent include interchange projects, safety projects, operational improvement projects, etc.

You can find the 2018 SSTP document [here](#).

8. How long will the single county TSPLOST last?

Single County T-SPLOST can be levied up to 5 years at a fractional rate up to 1 percent in .05 percent increments if there is an intergovernmental agreement with the qualified cities within the county. If there is no intergovernmental agreement in place, the tax can be levied up to 5 years at a fractional rate up to .75 percent.

The tax ceases to be imposed on the earliest of the following dates:

On the final day of the maximum period of time (5 years) OR the end of the calendar quarter that the state revenue commissioner determines that the tax will have raised revenues sufficient to provide funds specified as the maximum amount of funds to be raised by the tax.

It should be noted that projects do not have to be completed in the five year window. However, it is prudent for public trust that projects move forward as rapidly as possible. The vast majority of projects should be complete, or be in the construction phase, during the five year period.

9. Can single county TSPLOST be renewed prior to the end of the period of time for which it was imposed?

Yes, the tax can be renewed following the same process. This process can occur while the current tax is still being collected.

10. When will TSPLOST be collected?

Collections begin on the first day of the calendar quarter following an 80 day period after the vote. The referendum must be conducted during the next scheduled election following agreement on the project list. (EX. If a successful referendum is held in November, the collections would begin on April 1 of the following year.)

11. Does the tax cause GDOT to give less money to the local governments?

No. The proceeds of this tax are not subject to any balancing formulas used by GDOT. Note that there is no reduction in LMIG Match (remains at 30%).

12. Can one County partner or cooperate with another County?

Yes, but it must be done carefully. Proceeds of a Single County TSPLOST can only be expended ONLY within the special district (that is the county) in which it is levied. Two counties could each agree to levy the tax within their boundaries and each county expend the proceeds of its tax inside the special district (county in which levied), but nonetheless agree to cooperate on road projects.

13. How are funds to be distributed?

In order for the Tax Rate to be in excess of 0.75%, an Intergovernmental Agreement (IGA) must be executed among the County and Qualified Cities. If an IGA is entered, the tax rate can be up to 1%. The funds are then to be distributed in accordance with the executed Intergovernmental Agreement.

NOTE: With the approval of the Georgia Department of Revenue, the funds may be distributed directly to the cities and the unincorporated County, based on the terms of the IGA.

When there is no IGA the county can levy a fractional rate up to .75% and there is no 30% Statewide Strategic Transportation Plan (SSTP) requirement. The distribution formula between the county and its cities defaults to a formula based on the amount of expenditures made for transportation in the most recent 3 fiscal years. The proportional amount is determined by dividing the average expended in previous three fiscal years by the aggregate average expended on transportation by county and all qualified municipalities during the same time frame. Amounts include maintenance and operations. The distribution amounts shall be certified by the state auditor.

14. Are Project Criteria required?

Although there are no criteria specified in the Code, it is recommended that there be a high level of coordination among the jurisdictions to assure adherence to local, regional and statewide plans, consistency of corridors, connectivity, etc.

15. Does the law address the project selection process?

No. The law allows flexibility in project selection. The cities and the unincorporated county have a broad range of transportation projects and programs to choose from in identifying projects and purposes.

16. What details should be in the final TSPLOST Intergovernmental Agreement?

[See O.C.G.A 48.8.262(b)(2)]

The Code sets minimum requirements for provisions that must be included in an IGA:

(2) If an intergovernmental agreement authorized by paragraph (1) of this subsection is entered into, it shall, at a minimum, include the following:

- (A) A list of the projects and purposes qualifying as transportation purposes proposed to be funded from the tax, including an expenditure of at least 30 percent of the estimated revenue from the tax on projects consistent with the state-wide strategic transportation plan as defined in paragraph (6) of subsection (a) of Code Section 32-2-22;
- (B) The estimated or projected dollar amounts allocated for each transportation purpose from proceeds from the tax;
- (C) The procedures for distributing proceeds from the tax to qualified municipalities;
- (D) A schedule for distributing proceeds from the tax to qualified municipalities which shall include the priority or order in which transportation purposes will be fully or partially funded;
- (E) A provision that all transportation purposes included in the agreement shall be funded from proceeds from the tax except as otherwise agreed;
- (F) A provision that proceeds from the tax shall be maintained in separate accounts and utilized exclusively for the specified purposes;
- (G) Record-keeping and audit procedures necessary to carry out the purposes of this article; and
- (H) Such other provisions as the county and qualified municipalities choose to address.

17. What should the ballot question look like? (See O.C.G.A 48-8-263)

"Shall a special _____ percent sales and use tax be imposed in the special district consisting of _____ County for a period not to exceed _____ and for the raising of not more than an estimated amount of \$ _____ for transportation purposes?"

(NOTE: If debt is to be issued, the ballot must include the following wording, in addition to the above :)

"If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of _____ County in the principal amount of \$ _____ for the above purpose."

18. Will all the monies go to actual projects?

Nearly all of funds will go to projects, including funds for Project Engineering and acquisition of Rights of Way. However, there should be money set aside for program management. Program management costs typically are in the range of 3-5%.

NOTE: The law does require that 1% is retained by the state revenue commissioner to be paid to the general fund of the state treasury in order to defray the cost of administration.

19. What financing options do counties have?

General Obligation Debt Financing: To utilize general obligation (GO) debt financing, the local government must be specifically authorized by the voters, through the TSPLOST referendum, to issue GO debt.

Lease-Purchase Transactions (example: leasing of road equipment)

Georgia Transportation Infrastructure Bank (GTIB): A low interest loan and grant program for CID's, state, regional, and local government entities that is managed by the State Road and Tollway Authority.

20. What is a Qualified Municipality?

To be eligible for SPLOST proceeds, a city must be a "qualified municipality." A qualified municipality is defined in single county TSPLOST as having the same meaning as regular SPLOST under O.C.G.A. § 48-8-110(4). A municipality must provide at least three services out of a list of 12 services to be "qualified." In addition to services provided directly by a municipality, services provided by contract count as services provided for purposes of qualification. The 12 services on the list are:

- A. Law enforcement;
- B. Fire protection and fire safety;
- C. Road and street construction or maintenance;
- D. Solid waste management;
- E. Water supply or distribution or both;
- F. Waste-water treatment;
- G. Storm-water collection or disposal;
- H. Electric or gas utility services;
- I. Enforcement of building, housing, plumbing, and electrical codes and other similar codes;
- J. Planning and zoning;
- K. Recreational facilities; and
- L. Library

21. What Counties currently have a Single County TSPLOST?

Athens-Clarke

Banks

Bryan

Bulloch

Colquitt

Decatur

Early

Fulton

Haralson

Putnam

Seminole

Walker

Ware

22. When are the upcoming election dates?

Election Date	Estimated Date for Call for Referendum (30 / 90 days prior to vote*)
November 3, 2020	

*When there is a Federal election, the call for referendum is 90 days out, if no federal election, it is 30 days out.

*Verify call for referendum dates with your county attorney / elections office / legal county organ.

Resources:

[ACCG SPLOST Guide](#)

[ACCG TSPLOST Webinar](#)

[Webinar PowerPoint Presentation](#)

[Single County TSPLOST – County Contacts](#)

