



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
July 13, 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

MONDAY, JULY 13, 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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

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

PUBLIC COMMENTS

PUBLIC HEARING

- 3 **PUBLIC HEARING (Continued)**
Council Consideration to approve the Service Delivery Strategy (SDS)
Agreement between the City of Stockbridge and Henry County - Presented by:
Randy Knighton

- 4 Council Consideration to approve the RZ-2020- 01-TPA Residential requests the rezoning of its property from C-2 (General Commercial District) to MUND (Mixed-Use Neighborhood Residential District) for the purpose of constructing a town home development project. The property identified by its Parcel ID, 032-01026000, and is located to the rear of 1580 & 1590 Hudson Bridge Road. The property consists of 20.367 acres within Land Lot 21 of District 6 in the City of Stockbridge - Presented by: Camilla Moore

NEW BUSINESS

- 5 Council Consideration to provide for an update to the Maximum Height Standards for Grass and Weeds - Presented by: Michael Williams
- 6 Council Consideration to approve the Master Engineering Services Agreement Between the City of Stockbridge and Carter & Sloope, Inc. Water Service Line Replacement Task Order No. 19 to rehabilitate the Mays Crossing Sewer Lift Station and Replace the Force Main in the amount of \$106,700.00. Funding Source: Water & Sewer Fund Balance - Presented by: Decius Aaron
- 7 Council Consideration to approve the 2021 LMIG (Local Maintenance Improvement Grant) Resurfacing List - Presented by: Decius Aaron
- 8 Council Consideration to approve the Main Street Program 2020-2021 (MOU) Memorandum of Understanding - Presented by: Kira Harris- Braggs
- 9 Council Consideration to approve (RFP) Request for Proposal No. 2020-00016P Gordian Building & Infrastructure Repair, Alterations and Restorations Services (EDT) Engineering, Design, Technology in the amount of \$83,820.12 Funding Source: Government Buildings Division - Presented by: Lindell Miller , Camilla Moore

CEREMONIAL

PRESENTATION

INFORMATIONAL

CONSENT AGENDA

OLD BUSINESS

CITY MANAGER'S COMMENTS (Randy Knighton)

CITY CLERK'S COMMENTS (Vanessa Holiday)

COMMENTS FROM THE CITY COUNCIL

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

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

07/13/2020

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 92-35

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. Miller (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.).

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
Housing of City Prisoners (See Exhibit A Attached)	Henry County and All Cities	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:

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)



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: 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.).

Local Government or Authority	Funding Method
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:

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: 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.).

Local Government or Authority	Funding Method
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:

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 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.).

Local Government or Authority	Funding Method
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:

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

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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 (Sec 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

FORM 2: Summary of Service Delivery Arrangements

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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:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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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: 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:

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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

Instructions:

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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

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: 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

Instructions:

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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.).

Local Government or Authority	Funding Method
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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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

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: *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.).

Local Government or Authority	Funding Method
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:

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 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:



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: 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:

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: 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:

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: 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.).

Local Government or Authority	Funding Method
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:

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

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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
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:

<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: 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 capital 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:



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

ATTEST:

HENRY COUNTY, GEORGIA

BY: _____
Stephanie Braun, Clerk

BY: _____ (SEAL)
June Wood, Chair

DATE: _____

APPROVED AS TO FORM:

BY: _____
Patrick Jaugstetter, County Attorney



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

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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.).

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?

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:

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, 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.).

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:



City of Stockbridge

Agenda Request Form For Community Development

Meeting Date

JULY 13, 2020

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☒ PUBLIC HEARING
- ☒ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/RFP AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT

AMOUNT

\$ _____ or N/A

Funding Source: _____

BUDGET ADJUSTMENT/ N/A

FROM ACCOUNT: _____

TO ACCOUNT: _____

PRESENTER: Camilla Moore

ITEM/PROJECT/EVENT: Rezoning – RZ-2020-01

BACKGROUND INFORMATION:

The Applicant proposes the development of an upscale “gated community” +/- 147 single-family attached fee-simple townhomes. The gross density would be +/- 7.2 dwelling units per acre; the net acres would be +/- 17.17 (excluding right-of-way and detention areas); The proposed amenities include a swimming pool and clubhouse area, a play lawn area, and 14 parking spaces. Price ranges from \$275K - \$350K.

The proposed development is the last parcel of the “Mix-use Development”, Walmart Super Center, as annexed in 2002. The parcel was approved for residential (apartments) development by GRTA and ARC as a part of the Master Plan.

Staff and Planning Commission Recommendations

Staff recommends **APPROVAL** of the rezoning application. Should the Planning Commission and Mayor/Council **APPROVE** the Application, it should be subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by Mayor and Council.

1. To the owner's agreement to abide by the following:

To the "concept plan" received by the Department of Community Development on February 3, 2020. Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

2. Construction of entry/exit gates, creating a "gated community".
3. Pay for a traffic study to identify traffic mitigation systems for the western side of the development, which will alleviate any possible traffic concerns as a result of the development, i.e. (turn lanes, stop signs, road widening, crosswalks, extra lanes, etc.)
4. A townhome association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site. The association and the developer are to explore methods of restricting the number of long-term rental/lease agreements.
5. Leave a natural, undistributed buffer with the additional planting of evergreen trees along the property line adjacent to Oakwood Village Subdivision.
6. Construction of an interior fence adjacent to the Oakwood Village Subdivision.
7. Preserve wetlands and open space to include walking paths.
8. Compliance with the Development Regional Impact Analysis which speak to obtaining easement agreements (where applies), that allow all transportation improvements on a "private road".
9. Comply with all easement agreements as submitted to the City.
10. Establishment of a "Bond" to be placed in escrow to address any further maintenance issues/concerns for the development.
11. All conditions are to be governed by the permitting process.

City of Stockbridge Planning Staff
RECOMMENDATION:
APPROVAL W/CONDITIONS

City of Stockbridge Planning Commission
RECOMMENDATION:
APPROVAL W/CONDITIONS

CITY OF STOCKBRIDGE MAYOR/COUNCIL
ACTION:

APPROVED BY:

LEGAL:	YES	NO	or N/A	Sig._____
FINANCE DEPT:	YES	NO	or N/A	Sig._____
CITY MANAGER:	YES	NO		Sig._____



***REZONING FOR THE PROPOSED STOCKBRIDGE TOWNHOMES
OFF HUDSON BRIDGE ROAD***

Applicant:	TPA Residential
Agent:	Falcon Design Consultants, LLC
Location:	To the rear of 1590 Hudson Bridge Road
Parcel ID:	032-01026000 in Land Lot 21 of the 6 th District
Lot Size/Acres:	20.367 acres
Request:	Rezone property from C-2 (General Commercial District) to MUND (Mixed-Use Neighborhood Development District).
Proposed Use/ Purpose	Development of a “Gated Community” +/- 147 single-family attached fee-simple townhomes. The gross density would be +/- 7.2 dwelling units per acre; the net acres would be +/- 17.17 (excluding right-of-way and detention areas); and the net density would be +/- 8.6 dwelling units/net units per acre. The proposed amenities include a swimming pool and clubhouse area, a play lawn area, and 14 parking spaces.
Current Land Use:	Vacant land. Most of it is wooded, with the eastern portion of the site containing wetlands with a 25-foot state buffer, a 50-foot stream buffer, and a 75-foot impervious setback that is associated with a nearby stream.
Future Land Use:	Medium-Density Vertical Mixed-Use.
Road Access:	The current site does not have access to any public street. Access exists to an internal street for the Shopping Center (Centre @ Stockbridge), which includes Walmart. The original “Master Plan” for the development initially allowed the subject site to have access to Hudson Bridge Road; however, a later subdivision of the Master Plan creating out parcels removed access to Hudson Bridge Road. The applicant’s Proposed site plan shows that access to the site would occur from the private road adjacent to the southern edge of the site, as established in the Master Development Plan, in which the applicant has secured three access easements.
Sign Posted:	June 8, 2020
Planning Commission Meeting:	June 25, 2020
Council Meeting:	July 13, 2020
Zoning History:	The subject parcel was originally a part of a Master Development Plan (Centre @ Stockbridge) with a Wal-Mart Supercenter as a mixed-used development for a total of 70.16 acres which was annexed by the City of Stockbridge in 2002.

The subject site as a part of the Master Plan is described as “Tract 2.” Tracts 1 and 2 were annexed as C-2 (Commercial – Medium Density) and C-3 (Heavy Commercial). Tracts 1 and 2 were further subdivided on February 4, 2004, creating a “new” Tract 2 as a part of the Walmart Development. The original Tract 2 would become a “stand-alone” parcel for future development.

A Development of Regional Impact Analysis (DRI) was completed on the Master Plan on November 21, 2003, which includes the subject site. Per the DRI, “The site shall be mixed-use and contain a minimum of 200 residential units and a maximum of 343,500 square feet of commercial/office/retail space.” Per a recent review and comments by GRTA, the proposed development does not warrant a new DRI as the proposed density is less than originally proposed.

The applicant first applied for a rezoning of this property on August 7, 2019, via RZ-2019-04. The Planning Commission heard that case on September 26, 2019, and it recommended approval with conditions. The case then was heard by the Mayor and City Council on October 14, 2019. However, during the meeting, the applicant decided to withdraw the application, thus no further action was taken on the case.

Table 1.0 Current Zoning and Land Use of Adjacent Properties		
	Current Zoning	Current Land Use
North	RM	St. Ives Apartments
Northwest	R3	St. Margrit Subdivision
East	C2 & C3	Walmart and adjacent shopping center
South	C2	Commercial uses fronting onto Hudson Bridge Road, including J & J Liquor and Western Union.
Southeast		Retail uses (Taco Bell and Quik Trip) outside of the City, with access from a private street adjacent to the subject property
West	Unknown (outside of the City)	Oakwood Village Subdivision (outside of the City)

EXECUTIVE SUMMARY:

The proposed Application would be the final parcel developed as a part of the original Master Plan as approved by the City and GRTA for residential development. The Applicant seeks to rezone Tract 2 from C2 to MUND to be consistent with the City’s Land Use Map as adopted in 2019, and with the intent for the Master Plan as approved by GRTA. GRTA’s comments for the original Tracts 1 and 2 describe the development of the site for mixed-use.

The applicant proposes to develop approximately 147 Single-family, fee simple, townhomes on eighteen (18) acres of land. The gross density would be 7.2 dwelling units per acre, which excludes the right-of-way

and detention/stream buffer areas. The proposed development would have a gross density of 7.2 dwelling units per acre, which would be within the allowable range of 6 to 8 units per acre. An Amenity Area with a clubhouse, pool, and 14 parking spaces would be provided in the southern area of the site, while a Play Lawn Area would be provided in the northern area of the site. Two WQA/Detention areas would also be provided on the site.

The developer plans to comply with the MUND development standards for single-family attached. They require townhome buildings to be at least 20 feet wide and have at least 20 feet between buildings. The maximum building height is two (2) stories, and the minimum floor area is 1,000 square feet for one-bedroom units, 1,300 square feet for two-bedroom units, and 1,400 square feet for three-bedroom units. Each unit will have a two-car garage. A maximum of 6 units may be built in each building. The proposed units would be 20, 22, and 24 feet wide, and 55 feet deep. Fourteen (14) on-street parking spaces would be provided for the common area, pool, etc.

Development Regulations Relevant to Request:

- City of Stockbridge Unified Development Code.
- All other City Code sections regarding site development standards and requirements.
- Development of Regional Impact Analysis (where applies)

ANALYSIS OF REQUEST (Sec. 12.02.09.C.2):

Criterion #1: Consistency with the Comprehensive Plan.

The Stockbridge Future Land Use Map of the City's adopted Comprehensive Plan (2019-2038) shows a future land use designation for the subject property of "Medium-Density Vertical Mixed-Use", to include both residential and commercial uses, which allows a density of 6 to 8 units per acre. This designation is intended for a mixed-use of residential and commercial areas that are located around major intersections, including Hudson Bridge Road at I-75. Compatible zoning districts include the MUND district. The focus of future development should be on making these areas more pedestrian-oriented.

The proposed townhome development is consistent with the approved mixed-use concept as originally approved, which is compatible with the city's MUND designation. MUND districts are designed for mixed-use developments with medium-density residential uses. The majority of the commercial development of the Master Plan, designed as a mixed-use, has been completed with the Wal-Mart Development.

The Master Plan recommends multi-family with a minimum of 200 residential apartment units, not to exceed 1,000 units. Adjacent to the north of the site is the St. Ives Apartments and the St. Margrit Village Subdivision, which have higher densities than the proposed residential development of fee-simple residential units at a gross density of 7.2 dwelling units per acre. The proposed density is within the allowable range of 6 to 8 units per acre.

Per GRTA, the proposed lower density which is lesser than multi-family apartments would not trigger a new DRI as the proposed development does not exceed the recommendation as suggested by GRTA, thus allowing future development to reach the minimum recommended.

Further, the proximity of adjacent and surrounding commercial uses suggests that pedestrian activity would be stimulated.

Criterion #2: The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of the City of Stockbridge Zoning Code.

The Zoning Code provides the following definition and purpose for the MUND (Mixed-Use Neighborhood Development) District, which the applicant is requesting for the subject property:

12.02.061 *MUND, Mixed-Use Neighborhood Development District.* This district is intended to provide locations for office, institutional, personal services, single-family dwellings, duplexes, cluster housing, and multifamily residential uses. Accessory uses and structures are also permitted. Lots may be developed in a single-use or may contain a mix of uses on a single development site. This district is intended to allow flexibility in the application of development standards.

Criterion #3: Potential positive effects of the amendment on the character of the proposed zoning district, a particular piece of property, neighborhood, a particular area, or community.

The requested MUND zoning district would allow for the development of a large, vacant tract of land in a populous area. Existing commercial uses to the south and east of the site would have access to a significant amount of potential new customers, thereby increasing their business revenues. Potential new residents of the proposed townhomes would have convenient access to the adjacent commercial uses within the Walmart and Centre@ Stockbridge Shopping Center.

Criterion #4: The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.

Topography--Regarding the physical condition of the site, the property has steep topography and wetlands on the eastern side. Their presence prevents any townhome units from being constructed in that area. Because of the topography of the site with wetlands, flexibility for developers to develop cluster townhome units on the remainder of the site is required. The MUND development standards allow for flexibility in design, such that the developer may cluster the units on the remainder of the property to compensate for the non-usability of the eastern portion of the site. The development of single-family townhomes on the site rather than apartments minimizes the impact on adjacent wetlands. In addition, to protect the sensitive nature of the environmentally-challenged areas, to facilitate drainage, and to provide needed utility access to the site, the developer intends to utilize seven other easements that are present on or adjacent to the site.

Access/Traffic--The property has access through an internal, private street which supports the Walmart and Centre@ Stockbridge Shopping Center, as approved by GRTA/ARC. The property is set back from Hudson Bridge Road by several blocks. The property would be accessed from a private street, including the use of several easements which the developer has secured in order to facilitate traffic access to and from two traffic lights on Hudson Bridge Road. The Development Agreement governing Tract 1 (Walmart development) does speak to access points for the subject site: "The City acknowledges that the use by the Owner of a driveway easement to an ingress-egress point at the intersection of Hudson Bridge Road and Hudson Bridge Drive does not disqualify such ingress-egress point from serving as an independent access point to Hudson Bridge Road for the approximately 20-acre parcel of land located directly to the west of the Property."

Traffic counts for the proposed site are 80% less than what was originally approved in the DRI. Morning traffic peak times are estimated to be from 6:00 – 7:00 a.m., before stores in the vicinity open. There are no

evening “peak times” as individual homeowners are anticipated to arrive home between the hours of 6:00 – 9:00 p.m. or later.

Criterion #5: The impact upon adjacent property owners should the request be granted.

The proposed development is fee-simple residential in nature and is not anticipated to have a negative impact on the adjacent residential properties. However, to facilitate the privacy of the homes for residents in this development and residents in the adjacent Oakwood Village Subdivision to the west, it is recommended that a fence be installed along the western side of the development site.

Criterion #6: The potential impact of the rezoning on City infrastructure including water and sewage system.

The applicant has submitted a letter from the Henry County Water and Sewage Authority, as part of the rezoning application, to indicate the availability of satisfactory available water and sewerage facilities to serve the site.

Criterion #7: The impact of the proposed amendment on adjacent thoroughfares and pedestrian and vehicular circulation and traffic volumes.

The submitted site plan shows that the subject site would have access through an internal street that supports the Walmart development. From the south, access off Hudson Bridge Road would be provided from a signalized intersection by an internal private road, which leads to a QuikTrip store and Taco Bell restaurant; and beyond that, to Walmart and the adjacent Centre @ Stockbridge Shopping Center. A traffic light is present at Hudson Bridge Road. The private road leads to a second signalized intersection at Hudson Bridge Road. Thus, the subject property, as well as the overall Walmart/Centre @ Stockbridge development, would benefit from the presence of the U-shaped private road which provides convenient ingress and egress. Further, the presence of two traffic lights on Hudson Bridge Road in front of the overall development facilitates traffic turning movements. The original developer of the Walmart/Centre @ Stockbridge Shopping Center prepared a traffic impact study to address traffic volumes. A paved sidewalk is located along the private road, adjacent to the southern edge of the subject site, to facilitate pedestrian travel. The sidewalk goes directly to the surrounding commercial uses.

Criterion #8: The merits of the requested change in zoning relative to any other guidelines and policies for development, which the Planning Commission and City Council may use in furthering the objective of the comprehensive plan.

Approval of the requested rezoning would allow the subject property to be developed as a part of the Mixed-Use Master Plan as approved in 2002 that allows medium-density townhome development. The development, as designed in the Master Plan as approved by the City and GRTA, would serve as a transition between the adjacent retail and lower-density single-family uses.

Educational Impacts--The applicant has also submitted a letter from Henry County Schools which projects the impact of the proposed project on the school system. Based on a minimum of one student from each of the proposed 147 townhomes, would be a minimum of 147 new students would need to be accommodated within 5 to 6 new classrooms (at a rate of 25 students per classroom). However, because the proposed development consists of single-family homes, property taxes garnered will help offset any proposed increases and help lessen any burden placed on the school system.

Henry County issues the largest number of residential permits in the county, thus, their proposed projects have the greatest impact on the school system. This trend is anticipated to continue as long as Henry County continues to be a destination place. Stockbridge, as the largest city in Henry County, seeks to continue allowing high-quality residential developments. To negate any impact on the school system, Stockbridge, McDonough, Locust Grove, Hampton, and the County would have to stop residential rezonings and not issue any more residential building permits. This would negatively impact the tax digest for everyone, as well as, stagnate growth.

Criterion #9: The ability of the subject land to be developed as it is presently zoned.

Due to the property's location and not having access to Hudson Bridge Road (land lock), it is reasonable to believe that further commercial development could not occur on the site with its existing C-2 zoning classification. The most appropriate use for the site, based on similar land use classifications and current uses, supports residential development as a part of a mixed-use. Further, due to the presence of significant wetlands/stream buffer areas on the site, it is appropriate to allow for the clustering of townhomes to create a medium-density development. This also justifies the development of fewer units than the DRI report required.

Recommendations

Staff recommends **APPROVAL** of the rezoning application. Should the Planning Commission and Mayor/Council **APPROVE** the Application, it should be subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by Mayor and Council.

1. To the owner's agreement to abide by the following:

To the "concept plan" received by the Department of Community Development on February 3, 2020. Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

2. Construction of entry/exit gates, creating a "gated community".
3. Pay for a traffic study to identify traffic mitigation systems for the western side of the development, which will alleviate any possible traffic concerns as a result of the development, i.e. (turn lanes, stop signs, road widening, crosswalks, extra lanes, etc.)
4. A townhome association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site. The association and the developer are to explore methods of restricting the number of long-term rental/lease agreements.
5. Leave a natural, undistributed buffer with the additional planting of evergreen trees along the property line adjacent to Oakwood Village Subdivision.
6. Construction of an interior fence adjacent to the Oakwood Village Subdivision.

-
7. Preserve wetlands and open space to include walking paths.
 8. Compliance with the Development Regional Impact Analysis which speak to obtaining easement agreements (where applies), that allow all transportation improvements on a “private road”.
 9. Comply with all easement agreements as submitted to the City.
 10. Establishment of a “Bond” to be placed in escrow to address any further maintenance issues/concerns for the development.
 11. All conditions are to be governed by the permitting process.

City of Stockbridge Planning Staff
RECOMMENDATION:
APPROVAL W/CONDITIONS

City of Stockbridge Planning Commission
RECOMMENDATION:
APPROVAL W/CONDITIONS

CITY OF STOCKBRIDGE MAYOR/COUNCIL
ACTION:



REZONING

 Stockbridge Georgia
PUBLIC HEARING
6:00 P.M.

RZ: C-2 TO MUND

PC DATE: 6-25-20

COUNCIL DATE:
7-13-20

VIRTUAL MEETING

Albany Herald
www.albanyherald.com
Gwinnett Daily Post
www.gwinnettdaily.com
Rockdale Citizen
www.rockdalecitizen.com
Newton Citizen
www.newtoncitizen.com



Clayton News Daily
www.news-daily.com
Henry Daily Herald
www.henryherald.com
Jackson Progress-Argus
www.myjpa.com

Jonesboro Group (Gray Publishing)
P.O. Box 603
Lawrenceville, GA 30046

04/28/20

Phone: (770) 478-5753

Fax: (770) 339-8082

Account: 119838	Date: 04/28/20
Name:	Start Date: 06/03/20
Company: CITY OF STOCKBRIDGE-LEGAL	Class: Public Hearing/Notice
Address: 4640 N. HENRY BLVD. STOCKBRIDGE, GA 30281-3653	Ad ID: 641491
	P.O. CAMILLA MOORE
	Words: 144
	Lines: 45
	Ad Taker: Jacqueline Torres
	E-mail: jtorres@news-daily.com
	Phone:
	Extension:
Telephone: (678) 605-9889	

PUBLIC HEARING NOTICE
RZ-2020-01-The City of Stockbridge Planning Commission will hear the following Rezoning Request by TPA Residential, requesting the rezoning of their property from C-2 (General Commercial District) to MUND (Mixed-Use Neighborhood Residential District) for the purpose of constructing a townhome development project. Property is identified by its Parcel ID, 032-01026000, and is located to the rear of 1580 & 1590 Hudson Bridge Road and to the west of 1490-1548 Hudson Bridge Road. Property consists of 20.367 acres within Land Lot 21 of District 6 in the City of Stockbridge.

STOCKBRIDGE PLANNING COMMISSION
Date: June 25, 2020
Location: Stockbridge City Hall
4640 North Henry Boulevard, Stockbridge, GA 30281
Public Hearing: 6:00 P.M.
City Council Chamber

STOCKBRIDGE CITY COUNCIL
Date: July 13, 2020
Location: Stockbridge City Hall
4640 North Henry Boulevard, Stockbridge, GA 30281
Public Hearing: 6:00 P.M.
City Council Chamber
928-641491, 6/3/20

Gross: **\$40.00**

Paid Amount: **\$0.00**

Amount Due: **\$40.00**

Package or Publication	Start	Stop	Inserts
Legal Wednesday Henry; Henry Daily Herald, Henry Internet	06/03/20	06/20/20	4

APPLICATION

RZ-2020-01

TOWNHOME

DEVELOPMENT



Rezoning Application

THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR REZONING APPLICATIONS TO BE HEARD BY THE CITY OF STOCKBRIDGE PLANNING COMMISSION AND / OR THE STOCKBRIDGE CITY COUNCIL.

PLEASE NOTE: ALL FEES ARE NON-REFUNDABLE. THERE ARE NO EXCEPTIONS.

PLEASE CALL THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO SCHEDULE AN APPOINTMENT.

NO PRE-APPLICATION MEETING WILL BE CONDUCTED WITHOUT AN APPOINTMENT.

SHOULD YOU NEED FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT OUR OFFICE
BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY
AT (770) 389-7900.

THE LOCATION OF ALL CITY OF STOCKBRIDGE PLANNING COMMISSION AND CITY COUNCIL
MEETINGS IS:

STOCKBRIDGE CITY HALL
SECOND FLOOR
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281



City of Stockbridge Planning and Zoning Division,
Community Development Department
Zoning Application Checklist

PLEASE COMPLETE THIS FORM WHEN ACCEPTING ALL REZONING APPLICATIONS. ATTACH
 THE CHECKLIST TO THE APPLICATION AND SIGN.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK/ INITIAL
Pre-Application Review Form (Meeting Notes)	1	Must be obtained from a current planner, prior to submitting your application (by appointment only).	
Application Form	1	1. Signed and notarized by owner. 2. In lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease"	
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application and must be notarized	
Letter of Ownership	1	Letter stating that the owner is aware of the zoning request and owns the property in question	
Letter of Intent	1	Must clearly state the proposed use and development intent	
Site Plans (24 x 36) And (11 x 17)	1 20	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers and proposed lot layout. Subject to the discretion of the Planning & Zoning Director	
Survey Plat (8 ½ x 11) Or (11 x 17)	1	Subject Property, prepared and sealed <i>within the last five years</i> by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and 3) Include a notation as to the total acreage or square footage of the subject property	
Letter from the Henry County Water and Sewerage Authority	1	This letter must accompany the application at the time of submittal.	
Form from the Health Department	1	This letter must accompany the application at the time of submittal (<i>Only needed if property is not on sewer</i>)	
Form from the Henry County School Board	1	This letter must be available and accompany application at the time of submittal (<i>Only needed for residential rezoning applications</i>)	



PRE-APPLICATION FORM

DATE 01/16/2020

APPLICANT: TPA Residential / Agent: Thomas Alexander

TYPE OF APPLICATION: Mixed Use - Townhomes

PROPERTY ADDRESS: Hudson Bridge & I-75

DIST: 6 LAND LOT(S): 21 PARCEL I.D.: 032-01026000

MAP NUMBER: _____ CURRENT ZONING: C2 PROPOSED ZONING: MUND

FUTURE LAND USE MAP DESIGNATION:
Medium Density Vertical Mixed Use

REQUEST/ITEMS DISCUSSED:

Rezoning from C2 to MUND for the purpose of developing townhomes.

+/- 18.23 acres single family attached townhomes

ADJACENT PROPERTIES ZONING:

NORTH: RM SOUTH: C3 EAST: C3 WEST: County RS or RD?

[illegible]

Thomas Andre Signature (Owner/Agent)
 _____ Signature
 _____ Signature
 _____ Signature

No application will be accepted unless all necessary documentation is complete, and a pre-application meeting has been held (No exceptions).

- 4 -



City of Stockbridge Planning and Zoning Division,
Community Development Department
Rezoning Request Application

Name of Applicant: TPA Residential Phone: 770-480-1415 Date: 01/16/2020
Address Applicant: 1776 Peachtree Street, NW Fax: _____ Pager/Cell #: _____
City: Atlanta State: GA Zip: 30309 E-mail: tgaines@tpa-res.com
Name of Agent: Thomas Alexander Phone: 404-414-7576 Date: 01/16/2020
Address Agent: 1776 Peachtree Street Fax: _____ Pager/Cell #: _____
City: Atlanta State: GA Zip: 30309 E-mail: talAlexander@tpa-res.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE
OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS

Request from C-2 to _____
(Current Zoning)
MUND
(Requested Zoning)

For the Purpose of Mixed Use Development of Townhome
(Type of Development)

Address of Property: Tract 1 (No address at this point) Nearest intersection to the property: Hudson Bridge Road & I-75
(Street Address)

The property will be POSTED with a City of
Stockbridge Planning and Zoning Sign. The sign must
remain on the subject property for no less than fifteen
days prior to either Planning Commission or City
Council meeting(s). The applicant or property owner
shall not remove or alter the sign for any reason.

Size of Tract: +/- 20.367 acre(s), Land Lot Number(s): 21, District(s): 6th

Gross Density: 6.8 units per acre Net Density: 9.0 units per acre

Property Tax Parcel Number: 032 - 010 - 260 - 00 (Required)

Witness' Signature

Printed Name of Witness

Notary

Signature of Applicant/s

Tyler Gaines (TPA Residential)

Printed Name of Applicant/s

Signature of Agent

NOTARY STAMP:
(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Pre-application meeting: _____ Date: _____

Recommendation of Planning Commission: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____



Agent

Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No X

If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

We certify that the foregoing information is true and correct, this _____ day of _____, _____

Thomas Alexander
Applicant's Name - Printed

Thomas Alexander
Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 16 day of January, 2020.



Stephanie Stobbe Graves
Notary Public

* Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.



Applicant

Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No X

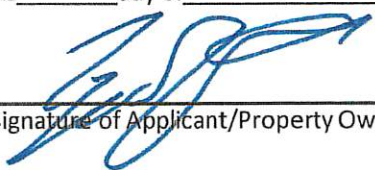
If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

We certify that the foregoing information is true and correct, this 16th day of January, 2020

Tyler Gaines (TPA Residential)

Applicant's Name - Printed


Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 16th day of January, 2020.




Notary Public

* Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.



Owner

Applicant Campaign Disclosure Form

(Must be completed by the applicant, the property owner, and the agent. Use as many forms as needed.)

Has the applicant* made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City of Stockbridge Planning Commission or the Stockbridge City Council, who will consider the application?

Yes _____ No ☒

If Yes, the applicant and the attorney representing the applicant must file the following information with the Henry County Board of Commissioners within ten (10) days after this application is first filed:

Name of Planning Commissioner or City Council Member	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Planning Commissioner or City Council Member

We certify that the foregoing information is true and correct, this _____ day of _____, _____

STEPHEN RAINER (owner)

Applicant's Name - Printed

[Signature]

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 16 day of January, 2020.



[Signature]
Notary Public

* Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning.

Letter of Ownership

January 16, 2020

Ms. Camilla Moore
Assistant City Manager
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Re: Rezoning - +/- 20.367 acres located on Hudson Bridge Road / LL 2, 6th District
Parcel ID No(s): 032-01026000

I, Stephen Rainer, am the owner of the property located north of Hudson Bridge Road west of the existing Wal-Mart (Parcel 032-01026000) consisting of +/- 20.367 acres. I am granting authorization to Thomas Alexander to act on my behalf for all aspects of rezoning of the above-referenced property in conjunction with this application.

If you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Rainer", with a stylized flourish at the end.

Stephen Rainer

1311 Chuck Dawley Blvd., Suite 102
Mt. Pleasant, SC 29464



January 30, 2020

Ms. Camilla Moore
Assistant City Manager
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Re: Rezoning - +/- 20.367 acres located on Hudson Bridge Road / LL 2, 6th District
Parcel ID No(s): 032-01026000
Proposed: MUND Zoning (Townhome Development)

Dear Ms. Moore,

Please accept this letter of intent for the +/-20.367 acre parcel of land on the north side of Hudson Bridge Road, west of Interstate 75.

We are requesting to rezone the property from C-2 (General Commercial) to MUND (Mixed-Use Neighborhood Development District) for the purpose of developing a residential townhome development consisting of single-family attached homes as shown on the concept plan date January 30, 2020.

Please do not hesitate to contact me should you have any questions or need anything further.

Sincerely,

Thomas Alexander
TPA Residential, LLC

A handwritten signature in blue ink that reads "Thomas Alexander". The signature is written in a cursive style and is positioned above a horizontal line.

1776 Peachtree Street NW, Atlanta, GA 30309

PH 770 480-1415

www.tpa-res.com



Henry County Schools

To: Sarah Shirk, Falcon Design Consultants

Date: August 2, 2019

Re: Henry County Department of Planning and Zoning
School Board Information for Zoning Requests

Property Address and Nearest Intersection: Hudson Bridge & I-75

Projected Number of Dwelling Units: 138

Estimated Period of Construction: Approximately 2-3 Years

The below information is provided in response to your request.

Schools Serving Proposed Development	Current Number of Trailers	Projected Number of School Children for Development	Projected Number of Additional Classrooms to Serve Proposed Development	Projected Capital Improvement Costs
Pates' Creek Elementary	-0-	138 units <u>x 2 children per unit</u> = 276 students	276 students <u>÷ 25 per class</u> = 11 classrooms	If Modular \$25,000 per classroom
Dutchtown Middle School	-0-			If Permanent \$300,000 per classroom
Dutchtown High School	-0-			

Respectfully,

Carl Knowlton, Ed.D

Chief of Staff

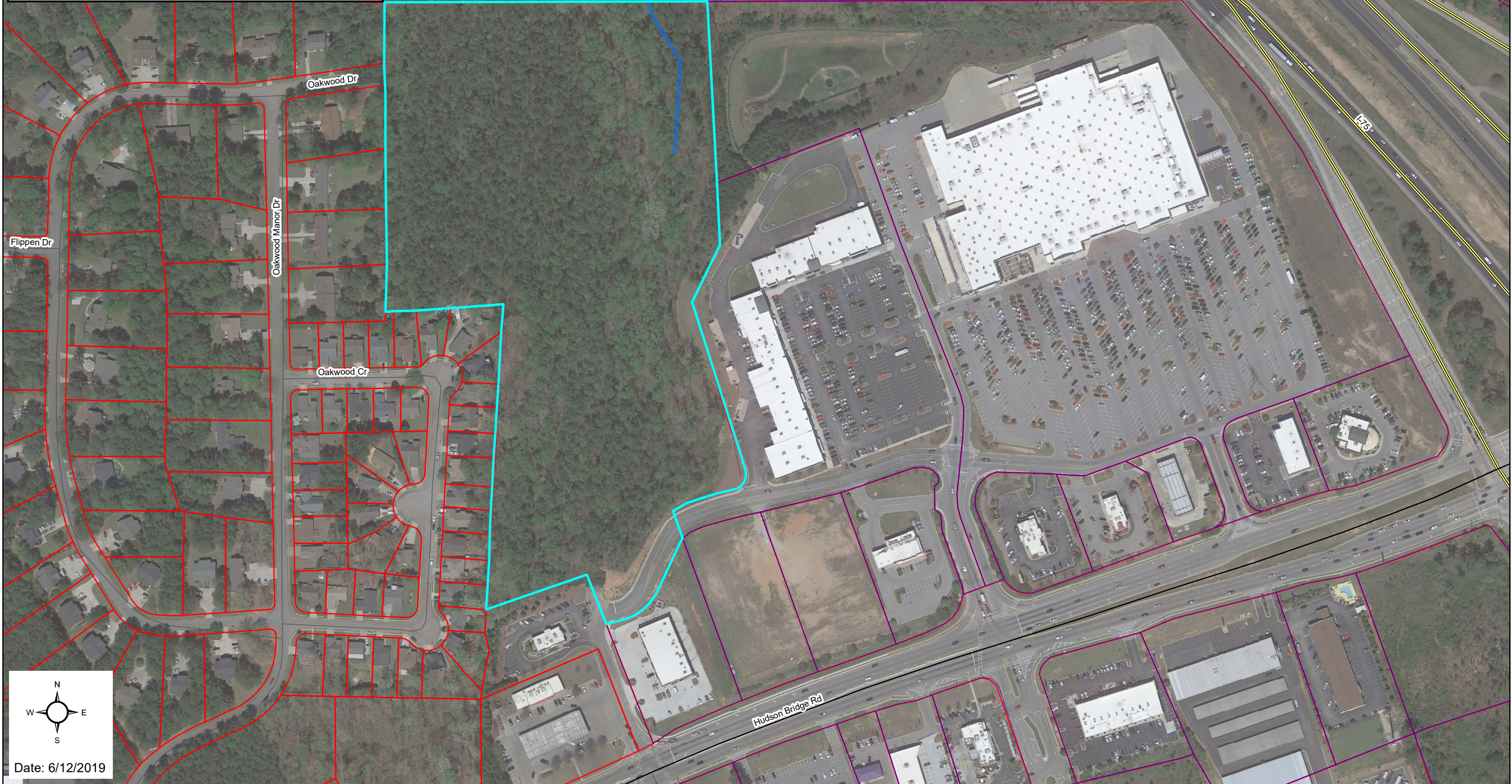
Superintendent's Office

carl.knowlton@henry.k12.ga.us

City of Stockbridge
Property Information



Parcel ID: 032-01026000
Address: Hudson Bridge Rd
Zoning: C2
Acres: 20.367



Date: 6/12/2019

PTD Master Development Plan for:

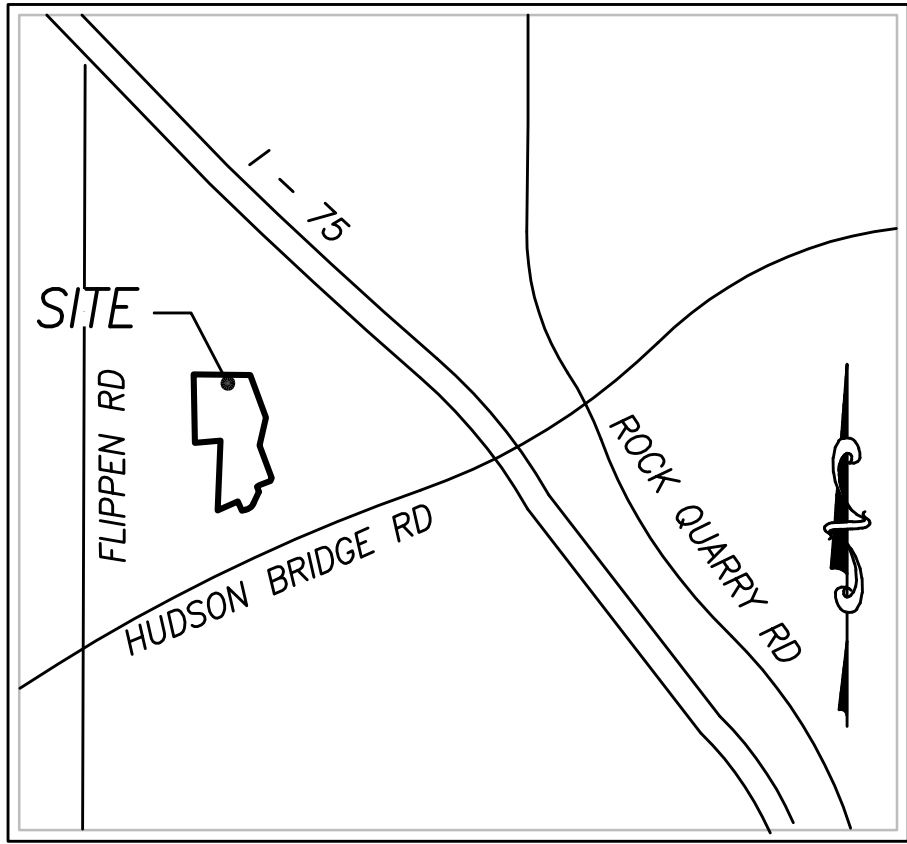
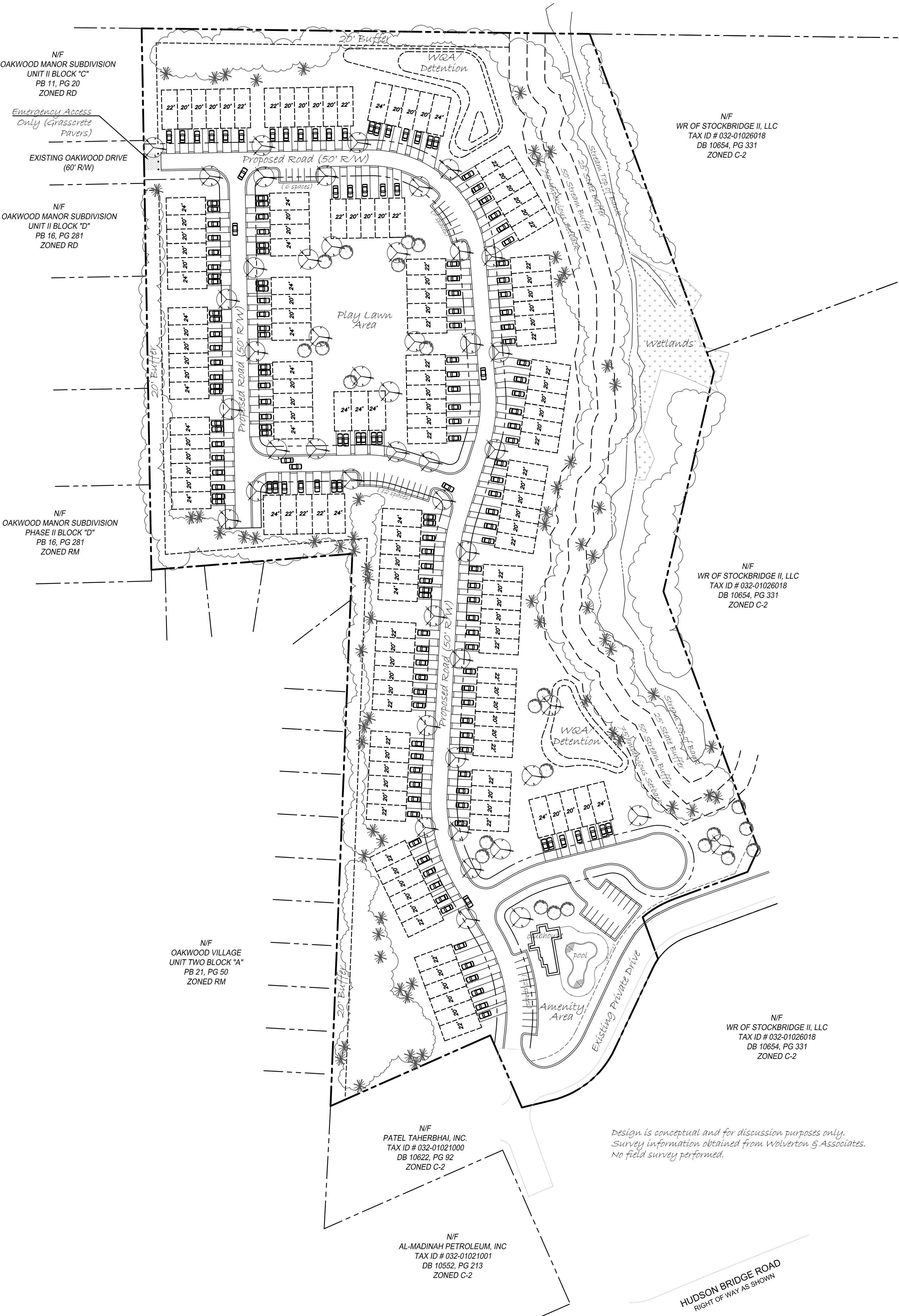
Stockbridge Townhomes

Land Lot 21 / 6th District / City of Stockbridge, Georgia

prepared for:



1776 Peachtree Street, NW / Atlanta, Georgia



VICINITY MAP

N.T.S.

Land Use Summary

EXISTING ZONING: C-2 (General Commercial)
PROPOSED ZONING: MUND (Mixed-use Neighborhood Development District)

TOTAL ACRES : +/- 20.37 acres

TOTAL RESIDENTIAL UNITS: +/- 147 (Townhomes)

GROSS DENSITY: +/- 7.2 du/acre

NET ACRES: +/- 17.17 acres (less R/W, Detention)

NET DENSITY: +/- 8.6 du/nua

MUND Development Standards

Proposed Townhome Development Standards

Min. Lot Width: 100'
Min. Unit Width: 20'
Min. Frontyard: 20' from r/w
Min. Distance between buildings: 20'
Min. Rearyard: 20'
Max. Building Height: 4.5' (or 4 stories)
Min. Floor Area: 1,000 sf / one-bed; 1,300 sf / two-bed; 1,400 sf three-bed;
200 sf additional / additional bedroom

Max. Units / Building: 6
Max. Net Density: 9.0 du/nua

Townhomes
Total Units: 147
Min. Width: 20', 22' and 24' wide @ 55' deep
On-street parking: 37 spaces

Townhome Mix/Ratio:

89 units @ 20' x 55' (60%)
35 units @ 22' x 55' (24%)
23 units @ 24' x 55' (16%)

Amenities:
Clubhouse and Pool Area
Play Lawn Area
Parking: 14 spaces

conceptual master plan by:



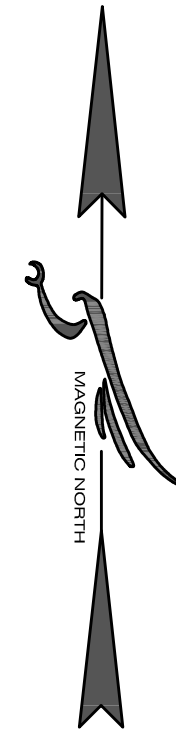
ENGINEERING PLANNING SURVEYING

235 Corporate Center Drive, SUITE 200
STOCKBRIDGE, GEORGIA, 30281
Ph: (770) 389-8666 • Fax: (770) 389-8666

VISIT US ON OUR WEBSITE:
www.fdc-llc.com

date: January 29, 2020

Design is conceptual and for discussion purposes only.
Survey information obtained from Wolverton & Associates.
No field survey performed.



GRAPHIC SCALE



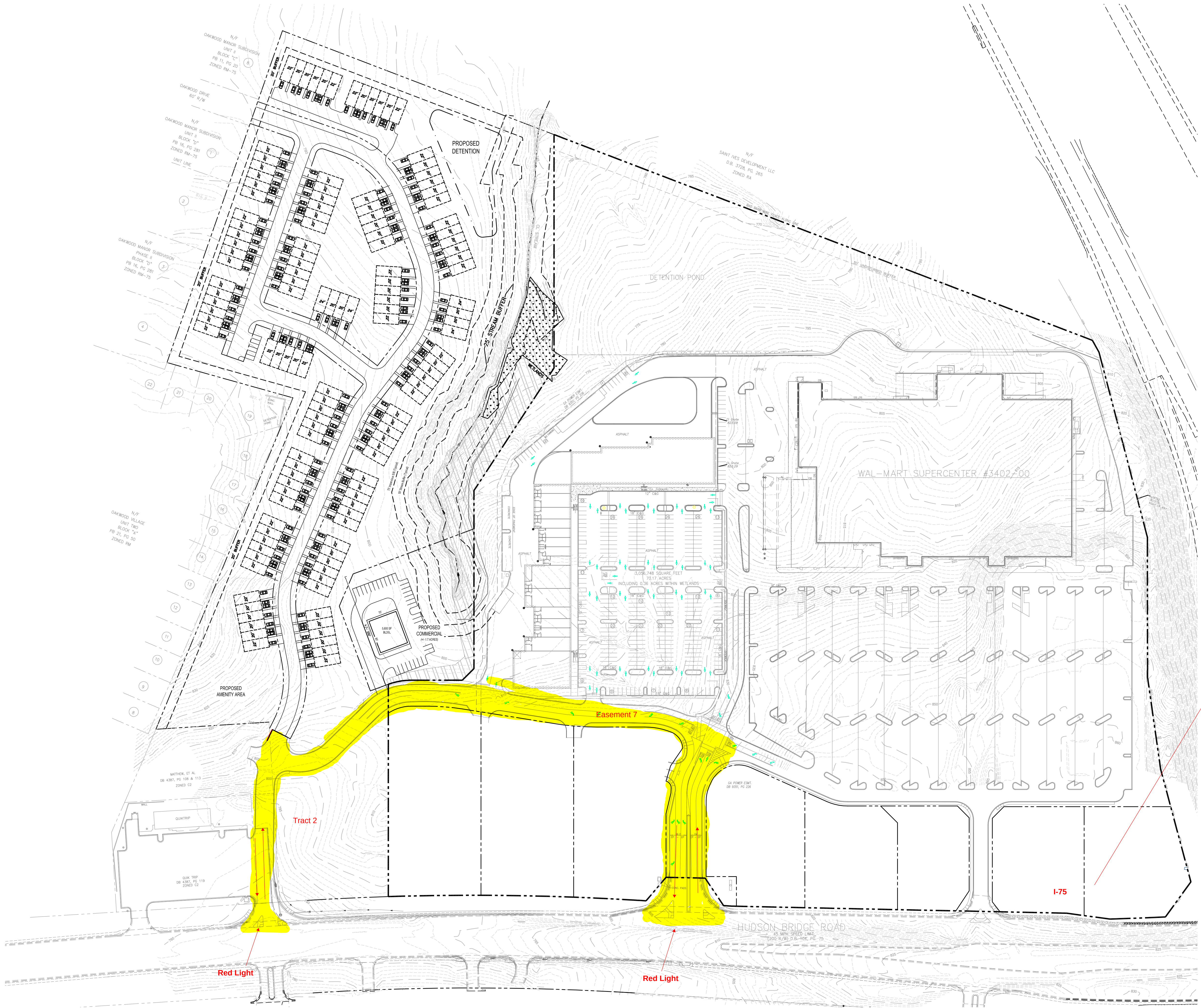
(IN FEET)
1 inch = 80 ft.

Proposed Land Use

Overall Area: +/- 22 acres

Townhomes:
Site Acres: +/- 20.3 acres
Number of Lots: 133
Density: 6.5 du/ac
Standards:
Unit Dimensions: 20', 22', and 24' wide x 55' deep
Min. Front Yard Setback: 20'
Min. Side Yard Setback: 0' (30' between bldgs.)
Min. Rear Yard Setback: 20'
Min. Heated Floor Area: 1/3 each (1,800 sf, 2,000 sf, 2,200 sf)
Max. Bldg. Ht.: 40'

Commercial:
Site Acres: +/- 1.7 acres



GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 104,950 FEET AND AN ANGULAR ERROR OF 1 SECOND PER ANGLE AND WAS ADJUSTED USING LEAST SQUARES. A TRIMBLE S6 WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS. WORK WAS COLLECTED ON 01-21-2012. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 330,457 FEET.
2. THIS SURVEY IS RELATIVE TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO NAD83 (2011) HORIZONTAL AND NAVD88 (GEOID2012A) VERTICAL. COORDINATES WERE DERIVED FROM NETWORK GPS MEASUREMENTS USING A LEICA VIVA GS15 GPS RECEIVER.
3. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAPS OF HENRY COUNTY, GEORGIA, AS SHOWN ON MAP NUMBER 13151C0088C, HAVING AN EFFECTIVE DATE OF MAY 16, 2006 AND HENRY COUNTY PRESENT AND FUTURE CONDITIONS MAPS PANEL 88 OF 305 DATED MAY 2010.
4. CORNERS NOTED HEREON AS IRON PIN SET (IPS) ARE 3/4 INCH REBARs WITH A PLASTIC CAP STAMPED "WOLVERTON LSF 709" AND PKs IS "PK" NAIL SET.
5. LAND SURVEYORS, AS LICENSED PROFESSIONALS BY THE STATE OF GEORGIA, ARE NOT EXPERTS IN THE IDENTIFICATION OF WETLANDS, CEMETERIES OR BURIAL GROUNDS, ITEMS OF HISTORICAL OR CULTURAL SIGNIFICANCE; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH MATTERS WHICH MAY EXIST ON THIS PROPERTY.
6. THE PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
7. ALL SUBJECT PROPERTY CORNERS HAVE BEEN SET OR FOUND AS LABELED.
8. C-2 ZONING CONDITIONS:
50' FRONT SETBACK
0' SIDE SETBACK
20' REAR SETBACK
100' MINIMUM LOT WIDTH
10,000 SQUARE FOOT MINIMUM LOT AREA
35' MAXIMUM BUILDING HEIGHT
- NONE OF THE PARCELS DELINEATED ON THIS PLAT ARE CORNER LOTS, THEREFORE NO SIDE YARD SETBACK LINES ARE REQUIRED BY THE CODE OF ORDINANCES OF THE CITY OF STOCKBRIDGE.
9. ACCESS FOR TRACT 1 IS PROVIDED BY THE CURRENT PRIVATE ACCESS(1) AND CROSS ACCESS(7) EASEMENTS SHOWN HEREON.

TRACT CHART

TRACT 1 - NO ADDRESS ASSIGNED PARCEL # - 032-01026000
TRACT 2 - 1590 HUDSON BRIDGE RD PARCEL # - 032-01026002

AREA CHART

TRACT	ACRES	SQ. FT.	ZONED
TRACT 1	20.367	887,136	C-2
TRACT 2	1.709	74,457	C-2
TOTAL:	22.076	961,593	

EASEMENT CHART

1. PRIVATE ACCESS EASEMENT (DB 7038, PG 185).
2. PRIVATE PERMANENT RETAINING WALL & GRADING EASEMENT (DB 7038, PG 209)
3. PRIVATE BAPTIST COMMUNITY INGRESS/EGRESS EASEMENT (DB 7038, PG 209)
4. PERMANENT SLOPE EASEMENT (DB 7038, PG 185).
5. PRIVATE DRAINAGE EASEMENT (DB 7038, PG 209)
6. PRIVATE PERMANENT RETAINING WALL AND GRADING EASEMENT AND LANDSCAPING EASEMENT AREA (DB 7038, PG 209)
7. PRIVATE CROSS ACCESS EASEMENT (DB 7038, PG 209)
8. PUBLIC 20' SANITARY SEWER EASEMENT (D.B. 9710, PG. 241)
9. PUBLIC WATERLINE EASEMENT (D.B. 9710, PG. 235)
10. PRIVATE PERMANENT SLOPE EASEMENT (DB 7038, PG 209)



Know what's below.
Call before you dig.

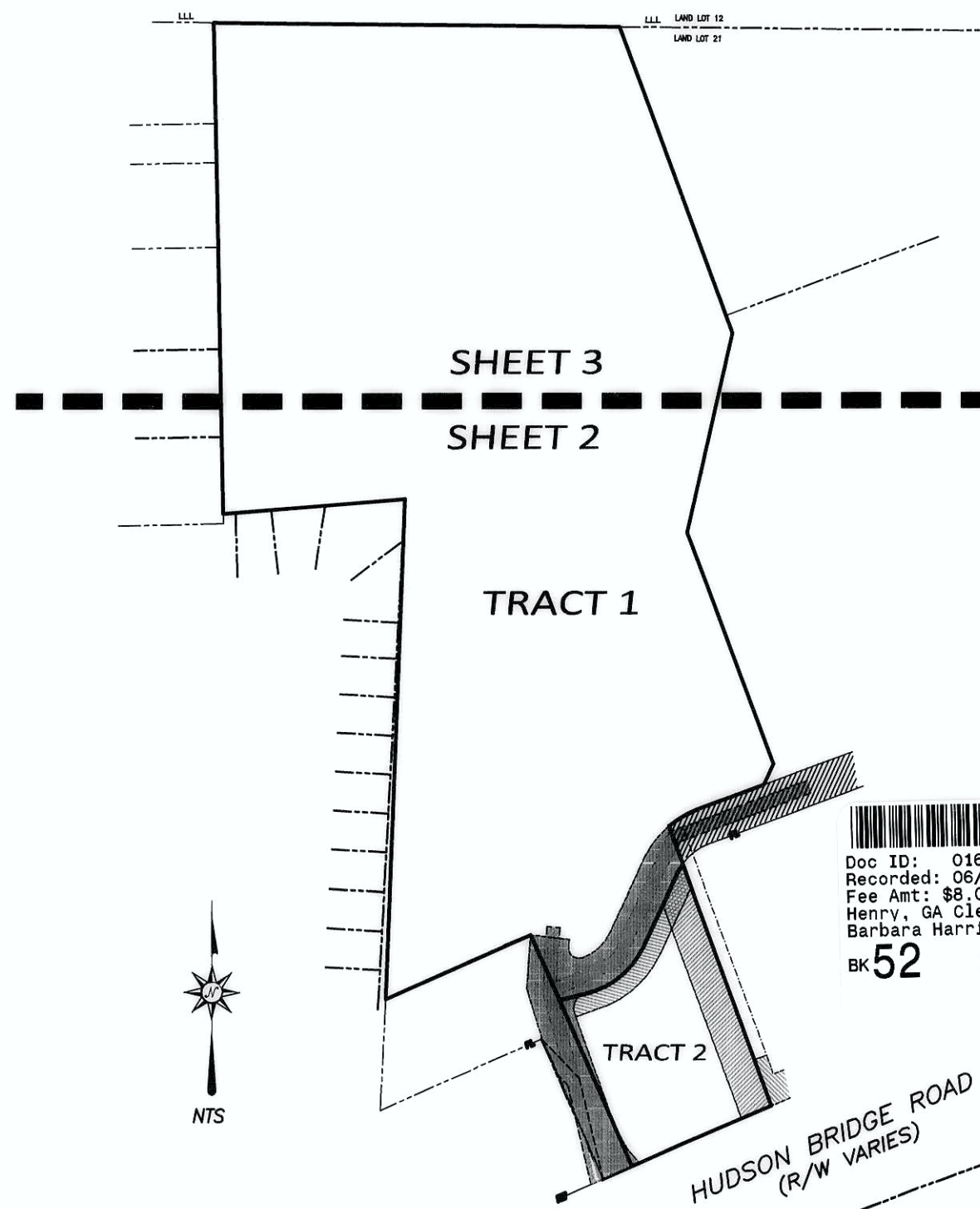
SURVEYORS CERTIFICATE

THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE PROPERTY SURVEYED UNDER MY SUPERVISION. THIS SURVEY WAS PERFORMED WITHOUT A TITLE COMMITMENT AND MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT REFLECTED UPON THIS SURVEY.

MICHAEL G. HIGH
GA. RLS # 2986

6/5/13
DATE

SHEET INDEX



OWNERS STATEMENT

CITY OF STOCKBRIDGE
COUNTY OF HENRY

The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and dedicates by this Declaration to the use of the public forever, all streets, sewer collectors, lift stations, drains, and other public facilities and appurtenances thereon shown, and transfers ownership of all public use areas in fee simple by deed, for the purposes therein expressed.

Broad Street Stockbridge II, L.L.C.

BY: SR Investments, Inc., its manager

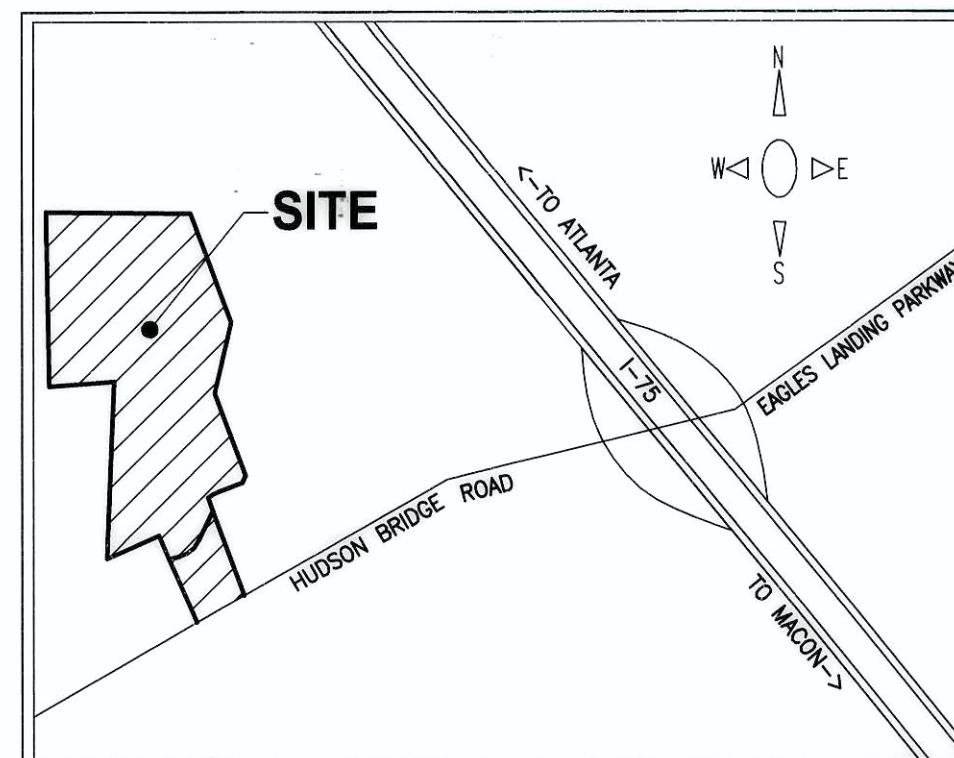
BY: Stephen Rainer

NAME: STEPHEN RAINER

ITS: PRESIDENT

DATE: JUNE 10, 2013

VICINITY MAP - N.T.S.



THE CITY OF STOCKBRIDGE ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, NOR FOR THE EXTENSION OF CULVERTS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE CITY OF STOCKBRIDGE SUBDIVISION ORDINANCE.

1. MAINTENANCE OF DETENTION PONDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND SHALL BE MAINTAINED AND REPAIRED WHEN NEEDED OR AS REQUESTED BY THE CITY OF STOCKBRIDGE.

WETLANDS SHOWN ON THIS PLAT ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION.

LIVE STREAMS DO EXIST ONSITE.

OWNER/SUBDMIDER

Doc ID: 016227730001 Type: PLAT
Recorded: 06/19/2013 at 12:36:19 PM
Fee Amt: \$8.00 Page 1 of 1
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 52 PG 176

BROAD STREET STOCKBRIDGE II, L.L.C.
BY: SR INVESTMENTS, INC., ITS MANAGER
300 WEST COLEMAN BLVD., STE 106
MOUNT PLEASANT, SC 29464
JASON SMALLWOOD
803-474-0930

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

BY: [Signature] DIRECTOR,
HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE
& PLAN REVIEW.

DATE: 6/18/13

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

Mark A. Rainer 6-18-13
MAYOR, CITY OF STOCKBRIDGE DATE



THIS PLAT IS NOT VALID UNLESS IT CONTAINS THE ORIGINAL SIGNATURE, IN BLUE INK, OF THE REGISTRANT ACROSS THE REGISTRANTS SEAL.

HENRY COUNTY MAP 32
ALL BLOCK 1

Wolverton & Associates
Consulting Engineers + Land Surveyors
6745 Sugarloaf Parkway • Suite 100 • Duluth, Georgia 30097
Phone: (770) 447-9899 • Fax: (770) 447-9800
www.wolverton-assoc.com

FINAL SUBDIVISION PLAT FOR:
BROAD STREET STOCKBRIDGE II
LAND LOT 21 OF THE 6TH DISTRICT
CITY OF STOCKBRIDGE
HENRY COUNTY, GEORGIA

REVISIONS BY

ADDRESS COUNTY COMMENTS - 04/24/2013	KBW
ADDRESS COUNTY COMMENTS - 05/15/2013	KBW

DRAWN BY **KBW**

CHECKED BY **MGH**

DATE: **02/26/2013**

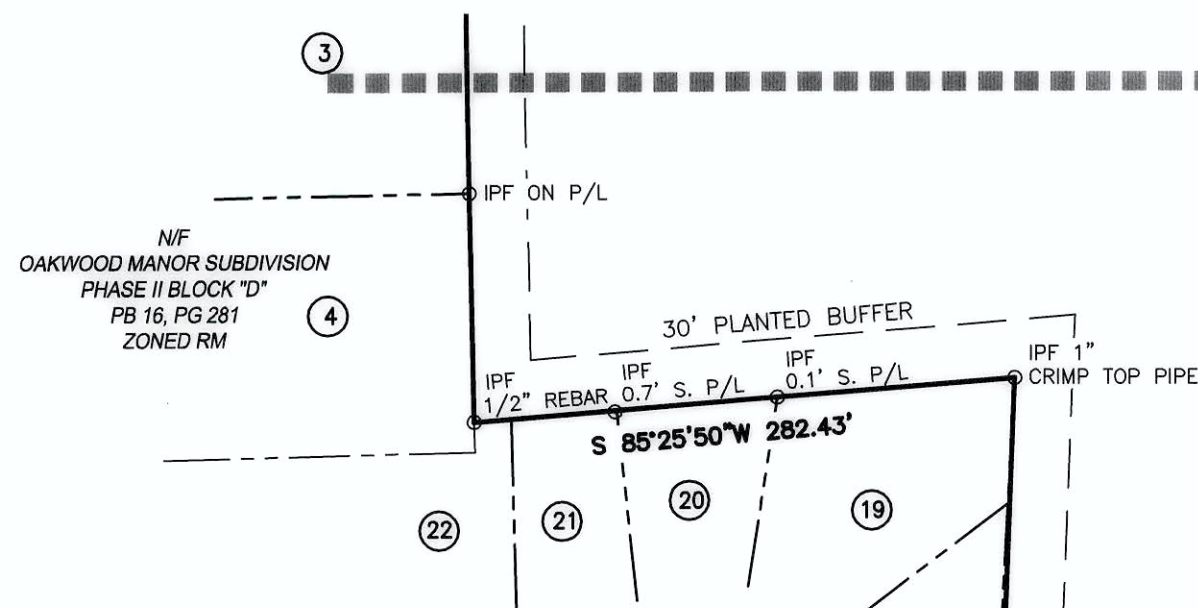
SCALE: **1"= 100'**

JOB No. **13-602**

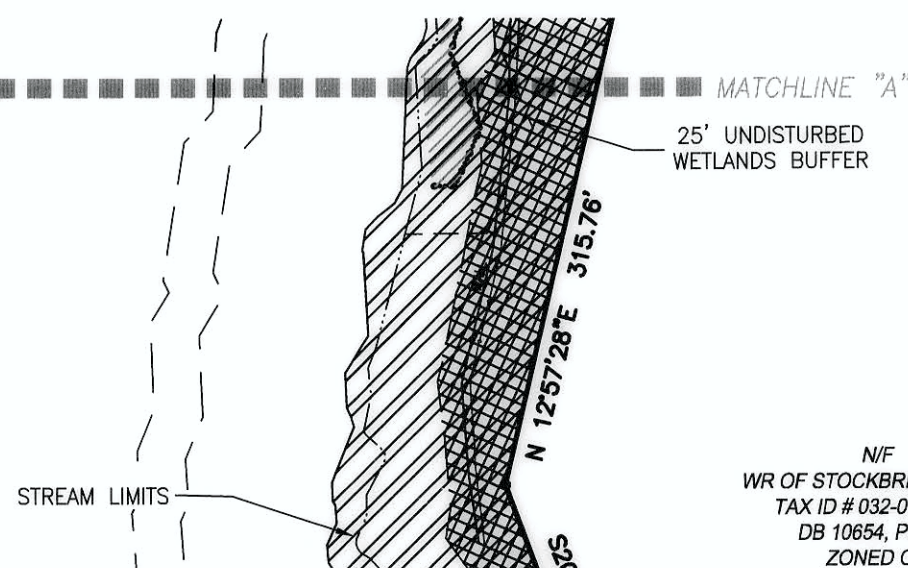
SHEET NUMBER

1

OF 4 SHEETS



TRACT 1
ZONED C-2
ACCESS FOR TRACT 1 WILL BE PROVIDED BY THE CURRENT PRIVATE(1) AND CROSS ACCESS(7) EASEMENTS AS SHOWN HEREON



THIS PLAT IS HEREBY APPROVED FOR RECORDING:
BY: *[Signature]*, DIRECTOR,
HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE
& PLAN REVIEW.

DATE: 6/18/13
THIS PLAT IS HEREBY APPROVED FOR RECORDING:
[Signature] 6-18-13
MAYOR, CITY OF STOCKBRIDGE DATE

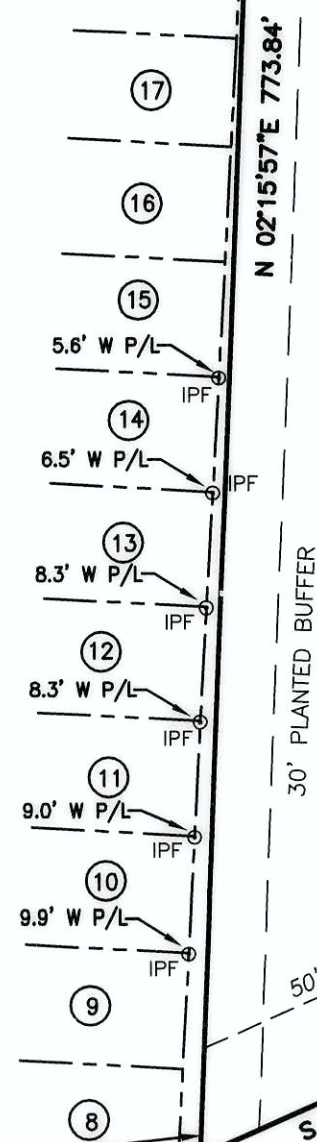
N/F
WR OF STOCKBRIDGE II, LLC
TAX ID # 032-01026018
DB 10654, PG 331
ZONED C-2

Doc ID: 016227740001 Type: PLAT
Recorded: 06/19/2013 at 12:36:36 PM
Fee Amt: \$8.00 Page 1 of 1
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 52 PG 177



N/F
OAKWOOD VILLAGE
UNIT TWO BLOCK "A"
PB 21, PG 50
ZONED RM

PROPERTY LINE
FOR OAKWOOD
VILLAGE IS WEST
OF SUBJECT
PROPERTY



N/F
PATEL TAHERBHAI, INC.
TAX ID # 032-01021000
DB 10622, PG 92
ZONED C-2

N/F
AL-MADINAH PETROLEUM, INC.
TAX ID # 032-01021001
DB 10552, PG 213
ZONED C-2

RAD: 146.00'
ARC: 50.88'
S59°48'02"W
CHD: 50.62'

RAD: 86.54'
ARC: 14.10'
N29°56'06"E
CHD: 14.08'

RAD: 131.46'
ARC: 117.55'
N50°53'04"E
CHD: 113.67'

RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'

N/F
WR OF STOCKBRIDGE II, LLC
TAX ID # 032-01026018
DB 10654, PG 331
ZONED C-2

RAD: 5829.58'
ARC: 544.03'
S70°39'42"W
CHD: 543.84'

POB
3/4" REBAR
WITH CAP
FOUND

RAD: 5628.58'
ARC: 118.61'
S67°34'34"W
CHD: 119.61'

S77°27'15"W
94.94'

S70°59'14"W
721.24'

S70°52'48"W
84.43'

S70°39'42"W
86.42'

S73°20'07"W
12.62'

RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'

RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'

RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'

RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'

RAD: 5829.58'
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S67°07'42"W
CHD: 174.95'

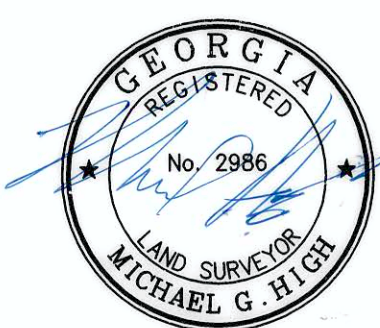
RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'

RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'

RAD: 5829.58'
ARC: 174.96'
S67°07'42"W
CHD: 174.95'



HENRY COUNTY MAP 32
ALL BLOCK 1



THIS PLAT IS NOT VALID UNLESS IT
CONTAINS THE ORIGINAL SIGNATURE,
IN BLUE INK, OF THE REGISTRANT
ACROSS THE REGISTRANTS SEAL.

FINAL SUBDIVISION PLAT FOR:
BROAD STREET STOCKBRIDGE II
LAND LOT 21 OF THE 6TH DISTRICT
CITY OF STOCKBRIDGE
HENRY COUNTY, GEORGIA

REVISIONS	BY
ADDRESS COUNTY COMMENTS - 04/24/2013	KBW
ADDRESS COUNTY COMMENTS - 05/15/2013	KBW

DRAWN BY	KBW
CHECKED BY	MGH
DATE:	02/26/2013
SCALE:	1"= 100'
JOB No.	13-602
SHEET NUMBER	2

OF 4 SHEETS

Wolverton & Associates
Consulting Engineers + Land Surveyors
6745 Sugarloaf Parkway • Suite 100 • Duluth, Georgia 30097
Phone: (770) 447-8888 • Fax: (770) 447-5070
www.wolverton-assoc.com

LEGEND

SURVEY CONTROL

- BM Benchmark
- Control Point

TOPOGRAPHIC FEATURES

- RWM Right-of-Way Monument Found
- BH Borehole
- Mile Post
- Street Sign
- Woods Line
- AC Air Condition Unit
- BOL Bollard
- COL Camera
- DS Downspout
- Mailbox

DRAINAGE

- Catch Basin Double-wing
- Catch Basin Single-wing
- Curb Inlet
- Drop Inlet
- Storm Drain Manhole

SEWER

- GT Grease Trap
- SS Sanitary Sewer Manhole
- Cleanout
- ARV Air Release Valve
- S Sanitary Sewer Force Main Valve
- Vent

WATER

- Fire Hydrant
- Fire Department Connection
- Irrigation Control Valve
- Post Indicator Valve
- Sprinkler Head
- Water Meter
- Water Valve
- Water Valve Marker
- Well
- Water Manhole
- Backflow Preventer
- Pressure Indicator Valve
- Air Release Valve
- Water Vault
- Stand Pipe

ELECTRIC/POWER

- Underground Power Box
- Electric Box
- Transformer
- Underground Electric Manhole
- Hand Hole
- Guy Wire
- Electric Meter
- Power Pole/Utility Pole
- Spotlight
- Street Light/Light Pole

TELEPHONE

- Signal Head
- Telephone Pole
- Telephone Manhole
- Telephone Terminal Box
- Traffic Signal Box
- Traffic Signal Pole
- Underground Cable TV
- Underground Telephone Box
- Splice Box
- Subscriber Loop Carrier
- Cabinet
- Phone Booth
- Cable TV Pedestal

GAS

- Gas Manhole
- Gas Pressure Regulator
- Gas Vault
- Gas Test Station
- Petroleum Valve
- Gas Fill Cap
- Gas Meter
- Gas Valve

MISC. UTILITY

- Utility Grate
- Utility Marker

UTILITY CONTACTS

GAS

AGL RESOURCES
OSCAR PEREZ
10 PEACHTREE PLACE
ATLANTA, GA 30309
678-584-4526

TELEPHONE

AT&T DISTRIBUTION
ROBERT HULL
675 PEACHTREE ST
ATLANTA, GA 30375
404-305-1393

CABLE

CHARTER COMM.
JIMMY PRICE
3075 BECKINGRIDGE BLVE
DULUTH, GA 30096
770-806-7060

WATER & SEWER

HENRY COUNTY WATER & SEWER
KENNY MORRIS
533 HAMPTON RD
MCDONOUGH, GA 30253
770-288-7678

POWER

GEORGIA POWER
JOHN WISEHART
829 JEFFERSON ST
ATLANTA, GA 30318
678-432-2069

WATER & SEWER

HENRY COUNTY WATER & SEWER
KENNY MORRIS
533 HAMPTON RD
MCDONOUGH, GA 30253
770-288-7678

LINETYPES

EXISTING OVERHEAD

- W—E— Electric Line
- W—E-T— Electric/Telecommunications
- W—E-TV— Electric/Cable TV
- W—E-TC— Electric/Traffic Control
- W—E-T-IV— Electric/Telecommunications/Cable TV/Traffic Control
- W—E-TV-TC— Electric/Cable TV/Traffic Control
- W—T— Telecommunications
- W—T-TC— Telecommunications/Traffic Control
- W—T-TV-TC— Telecommunications/Cable TV/Traffic Control
- W—T-IV— Telecommunications/Cable TV
- W—TV— Cable TV
- W—TV-TC— Cable TV/Traffic Control
- W—TC— Traffic Control

EXISTING UNDERGROUND

- E— Electric
- T— Telecommunications
- TV— Cable TV
- W— Water
- SS— Sanitary Sewer
- G— Gas
- P— Petroleum
- TC— Traffic Control

APPROX. UNDERGROUND

- G(APP)— Gas Line (approximate)
- P(APP)— Underground power (approximate)
- T(APP)— Underground Telephone (approximate)
- W(APP)— Water Line (approximate)

FENCE LINES

- X— Barb Wire Fence
- O— Chain link fence
- Wood Fence
- #— Woven Wire Fence

PROPERTY

- 000— Limited Access
- ...— Center of Creek

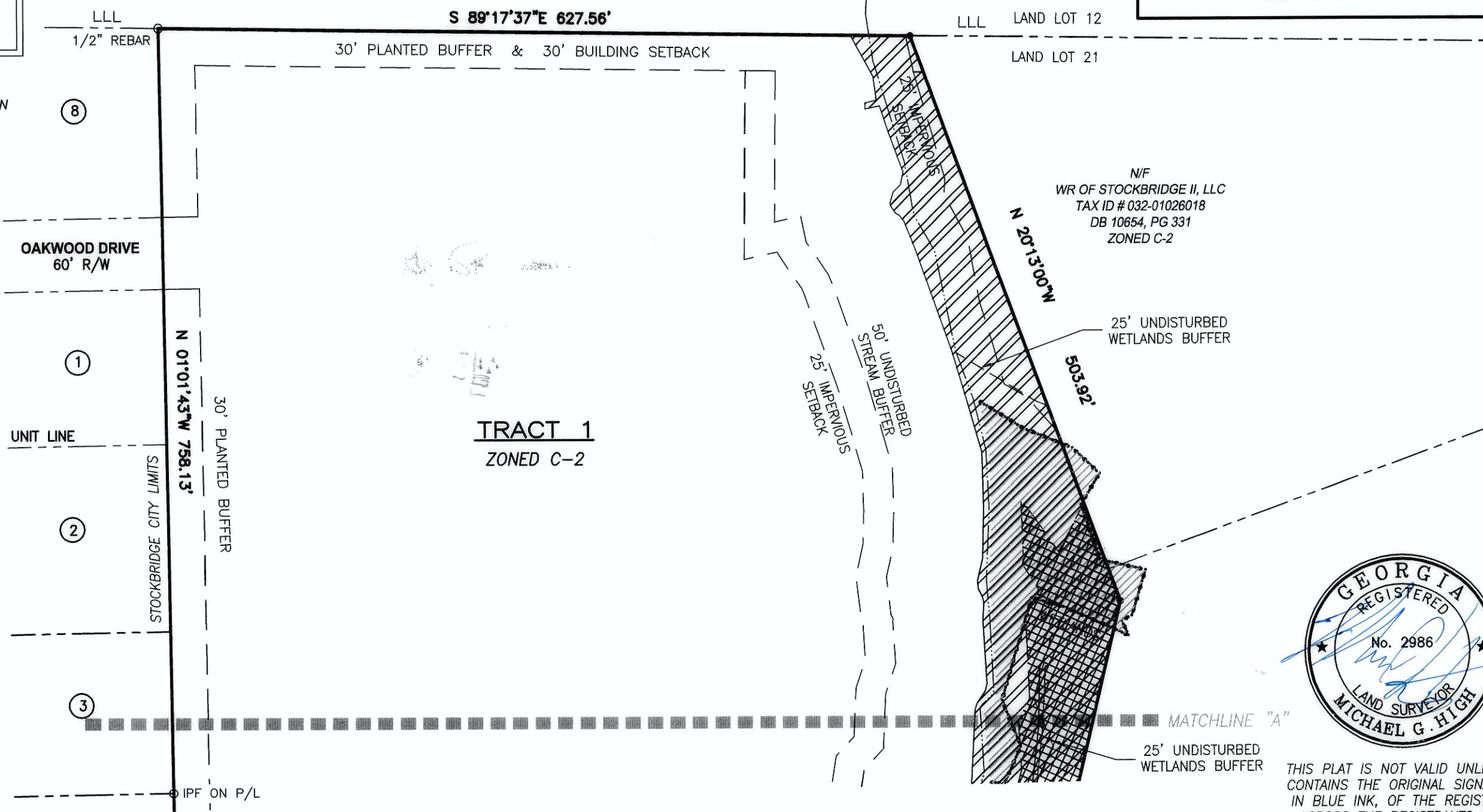
ABBREVIATIONS

- | | | | |
|------|-------------------------|-----|--------------------------|
| BLA | Begin Limited Access | IPF | Iron Pin Found |
| B/W | Bottom of wall | IPS | Iron Pin Set |
| C&G | Curb and Gutter | L/W | Low Wire Elevation |
| CE | Construction Easement | MW | Monitoring Well |
| CMP | Corrugated Metal Pipe | N/F | Now or Formerly |
| CO | Clean Out | OTP | Open Top Pipe |
| CPP | Corrugated Plastic Pipe | PB | Plat Book |
| DB | Deed Book | PG | Page |
| DIP | Ductile Iron Pipe | POB | Point of Beginning |
| DE | Drainage Easement | POC | Point of Commencement |
| ELA | End Limited Access | PVC | Polyvinyl Chloride Pipe |
| FES | Flared End Section | RCP | Reinforced Concrete Pipe |
| FM | Forcemain | SSE | Sanitary Sewer Easement |
| GI | Grate Inlet | T/W | Top of Wall |
| HW | Headwall | VCP | Vitrified Clay Pipe |
| I.E. | Invert Elevation | YI | Yard Inlet |

Doc ID: 01622750001 Type: PLAT
Recorded: 06/19/2013 at 12:36:49 PM
Fee Amt: \$8.00 Page 1 of 1
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 52 PG 178

N/F
SAINT IVES APARTMENTS LLC
D.B. 5927, PG. 295
ZONED RA

HENRY COUNTY MAP 32
ALL BLOCK 1



THIS PLAT IS HEREBY APPROVED FOR RECORDING:

BY: *[Signature]*, DIRECTOR,
HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE
& PLAN REVIEW.

DATE: 6/18/13

THIS PLAT IS HEREBY APPROVED FOR RECORDING:

[Signature] 6-18-13
MAYOR, CITY OF STOCKBRIDGE DATE

REVISIONS

REVISIONS	BY
ADDRESS COUNTY COMMENTS - 04/24/2013	KBW
ADDRESS COUNTY COMMENTS - 05/15/2013	KBW

DRAWN BY KBW

CHECKED BY MGH

DATE: 02/26/2013

SCALE: 1"= 100'

JOB No. 13-602

SHEET NUMBER

3

OF 4 SHEETS

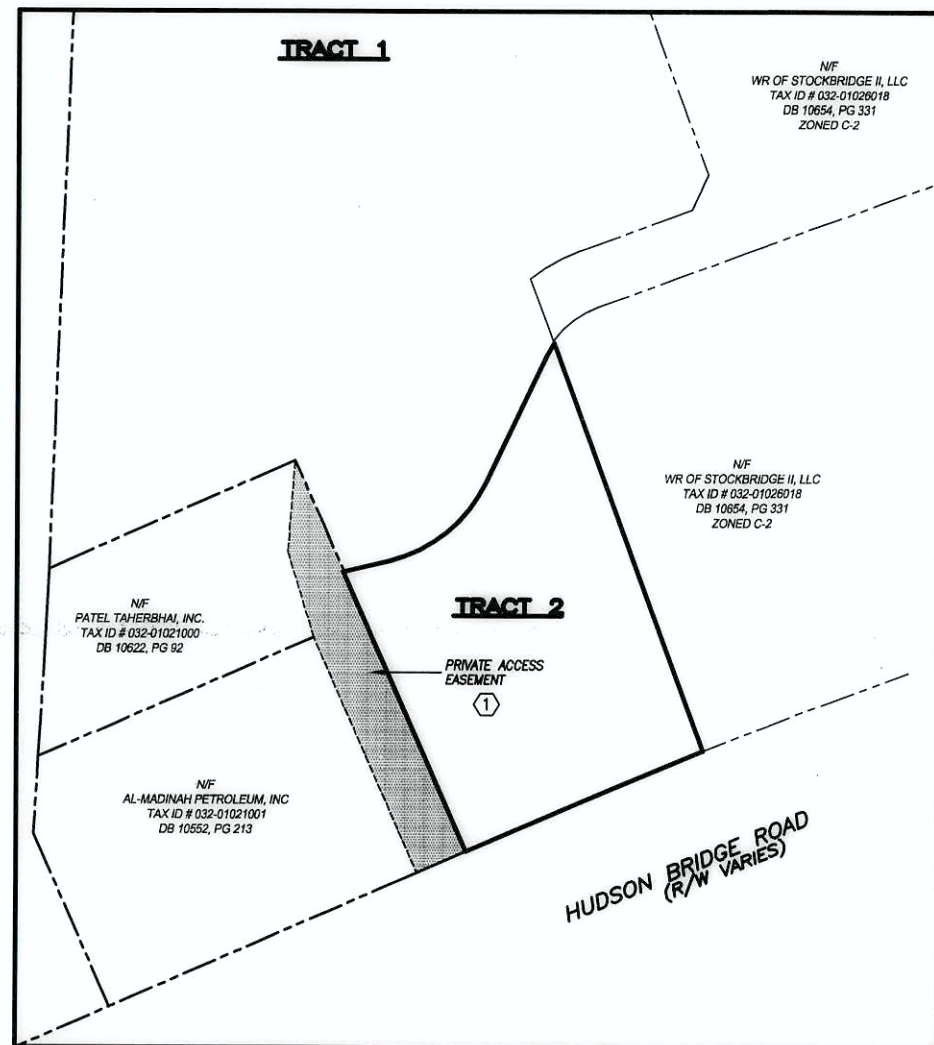
FINAL SUBDIVISION PLAT FOR:
BROAD STREET STOCKBRIDGE II
LAND LOT 21 OF THE 6TH DISTRICT
CITY OF STOCKBRIDGE
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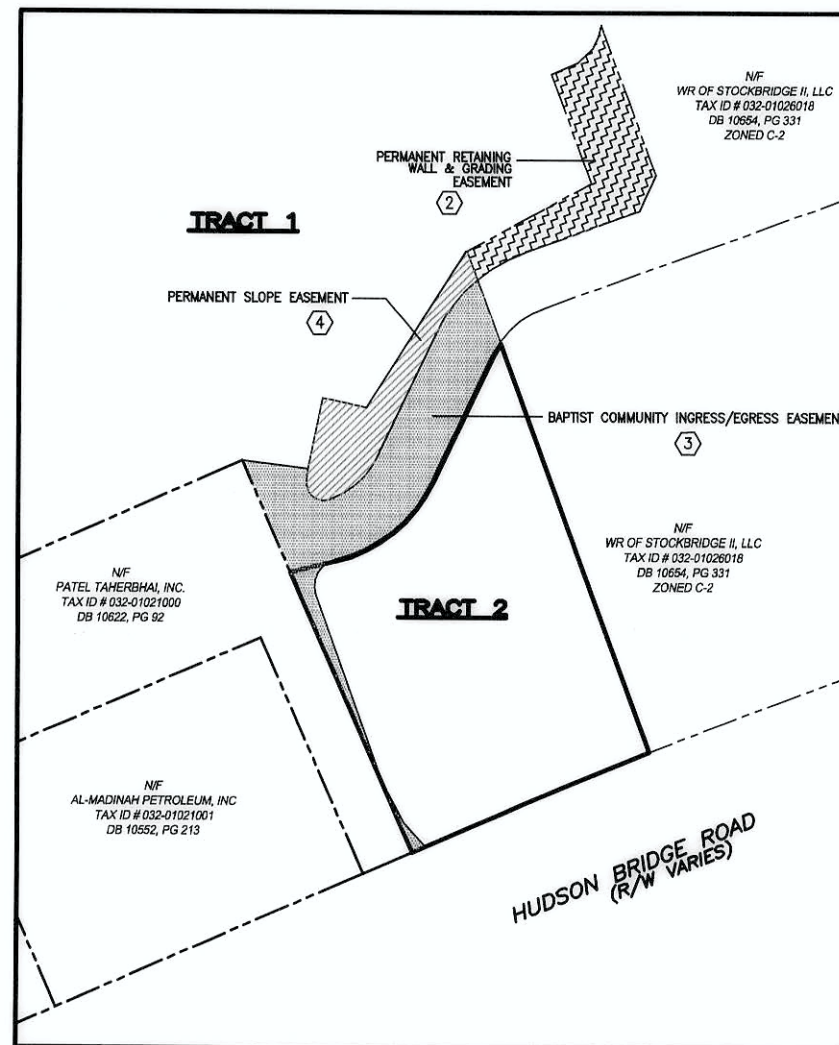


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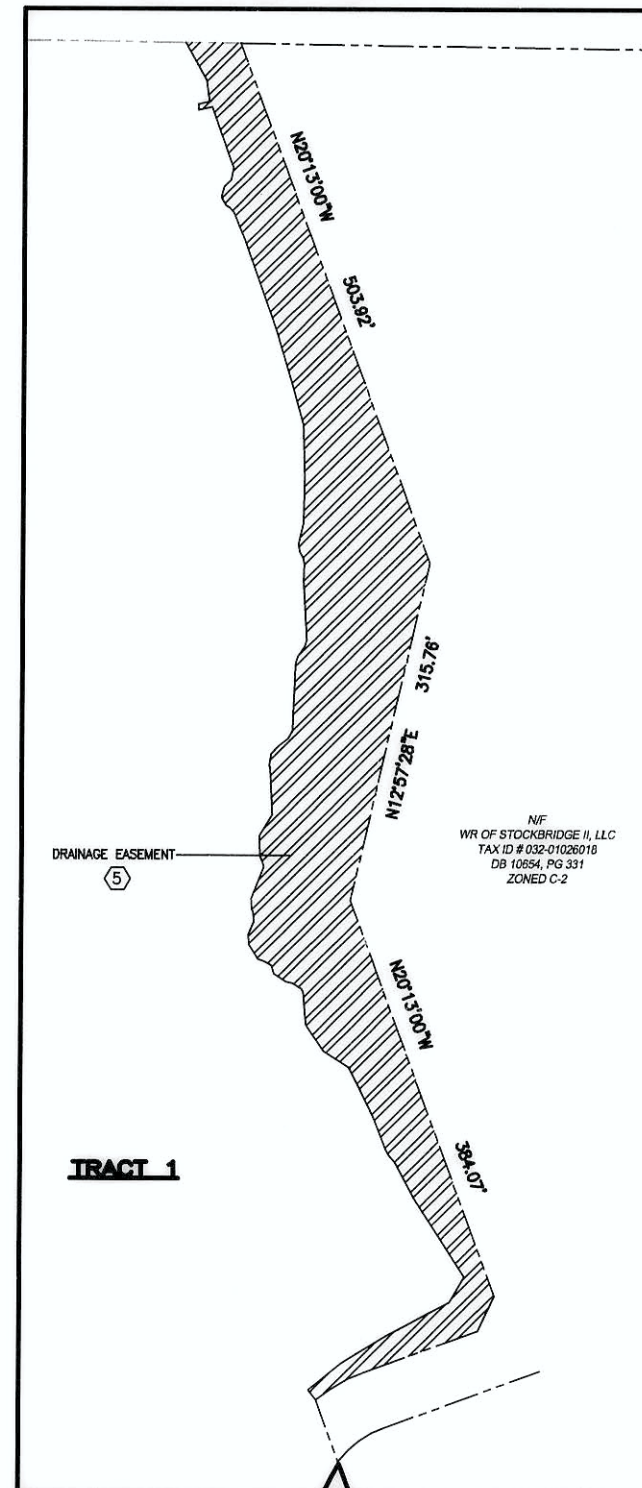
EASEMENT 1



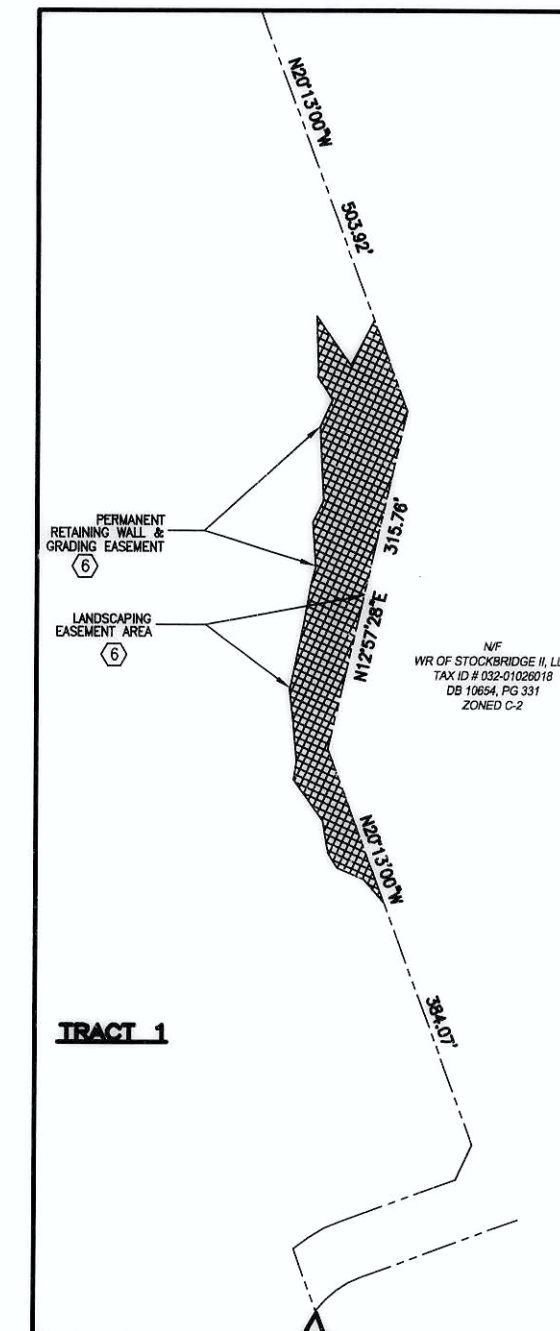
EASEMENTS 2,3 & 4



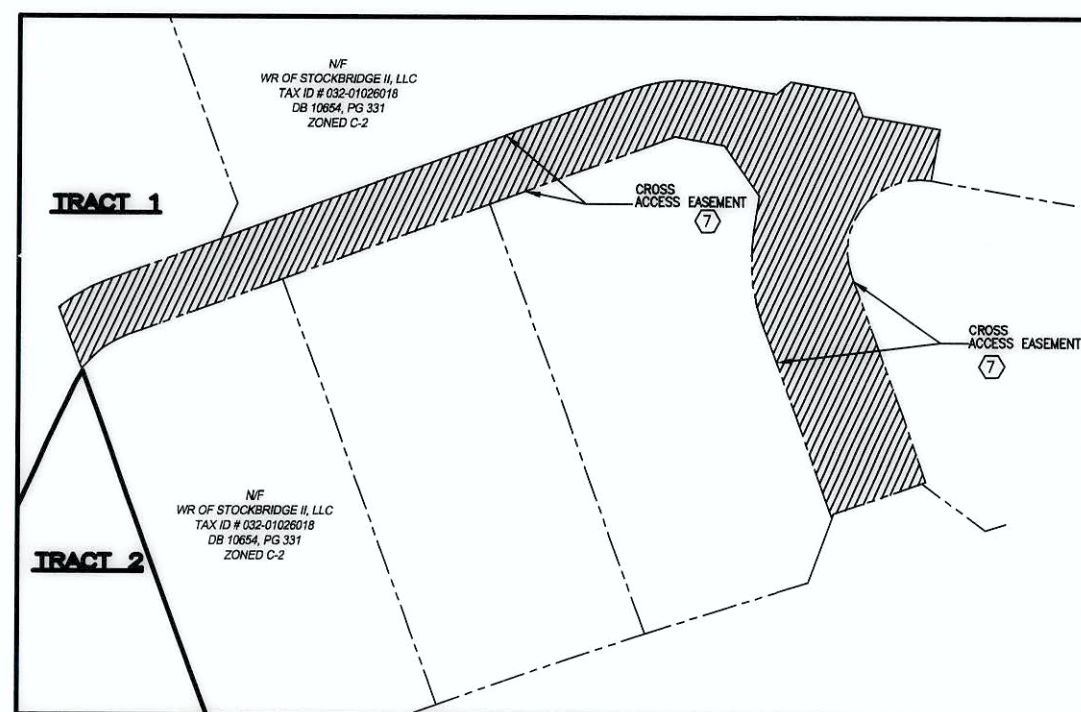
EASEMENT 5



EASEMENT 6



EASEMENT 7

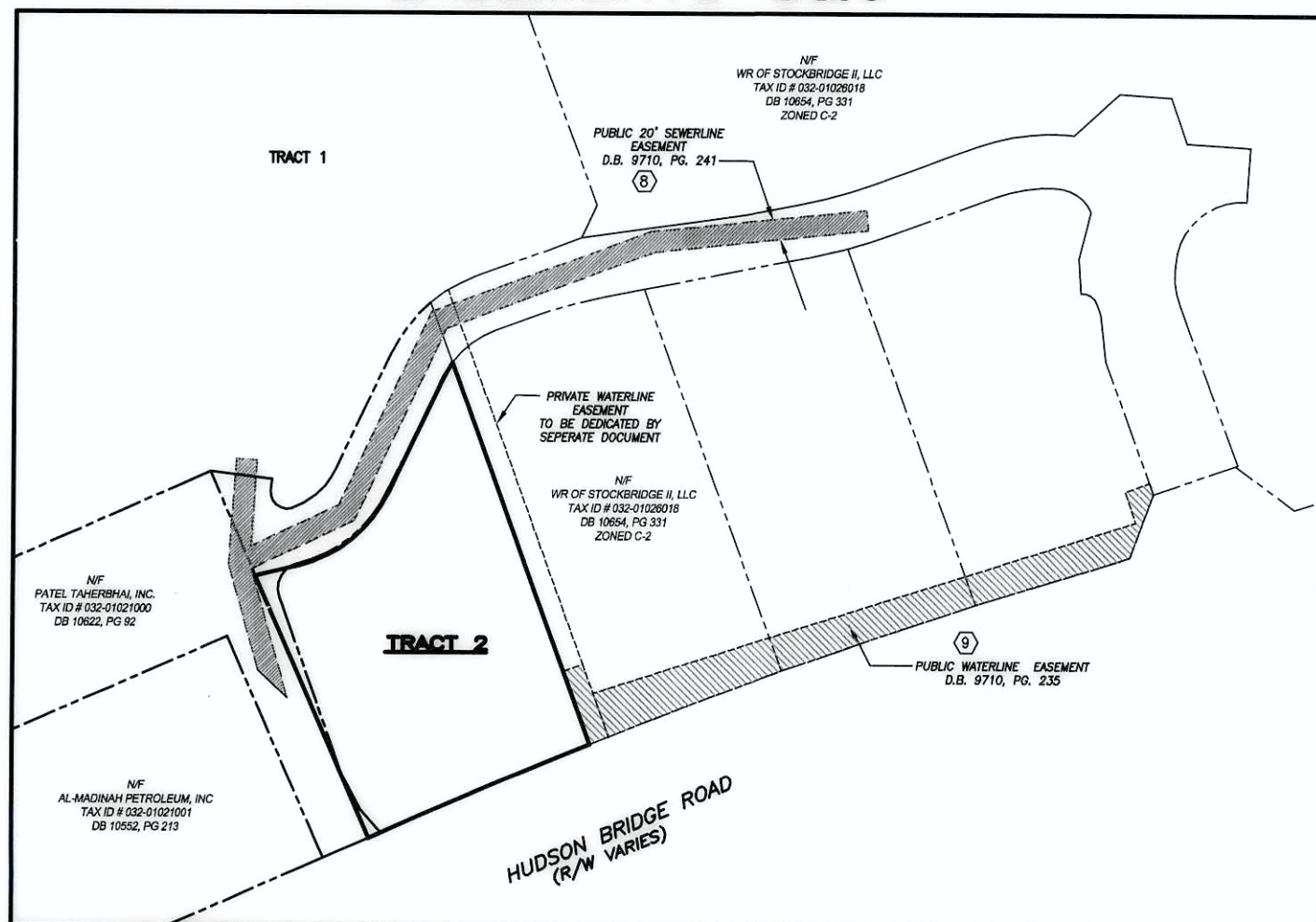


HENRY COUNTY MAP 32
ALL BLOCK 1



Doc ID: 016227760001 Type: PLAT
Recorded: 06/19/2013 at 12:37:21 PM
Fee Amt: \$8.00 Page 1 of 1
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 52 PG 179

EASEMENTS 8&9



THIS PLAT IS HEREBY APPROVED FOR RECORDING:

BY: [Signature], DIRECTOR,
HENRY COUNTY DEPARTMENT OF ENVIRONMENTAL COMPLIANCE
& PLAN REVIEW.

DATE: 6/18/13

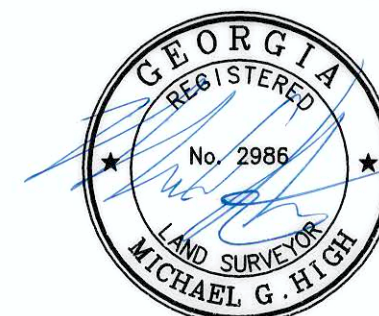
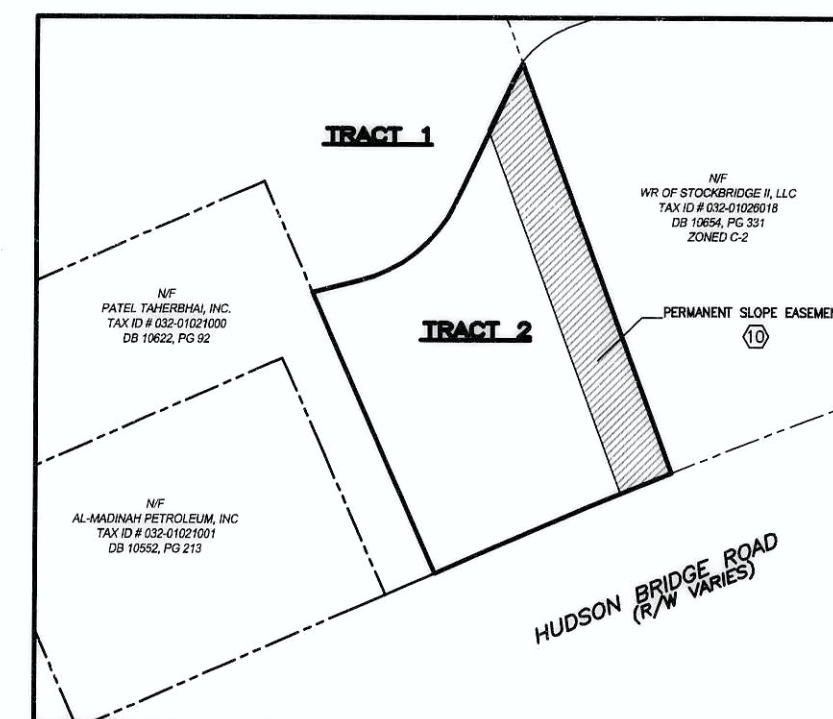
THIS PLAT IS HEREBY APPROVED FOR RECORDING:

Mark A. Pearson 6-18-13
MAYOR, CITY OF STOCKBRIDGE DATE

SEE SHEET 1 FOR EASEMENT CHART - ①

EASEMENT DETAILS

EASEMENT 10



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FINAL SUBDIVISION PLAT FOR:

BROAD STREET STOCKBRIDGE II

**LAND LOT 21 OF THE 6TH DISTRICT
CITY OF STOCKBRIDGE
HENRY COUNTY, GEORGIA**

REVISIONS	BY
------------------	-----------

ADDRESS COUNTY	KBW
COMMENTS - 04/24/2013	

ADDRESS COUNTY
COMMENTS - 05/15/2013 KBW

DRAWN BY **KBW**

CHECKED BY **MGH**

DATE: 02/26/2013

SCALE: 1" = 100'

JOB No. 13-602

SHEET NUMBER

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OF 4 SHEETS

Wolverton & Associates
Consulting Engineers + Land Surveyors
6745 Sugarloaf Parkway • Suite 100 • Duluth, Georgia 30097
Phone: (770) 447-8899 • Fax: (770) 447-9070
www.wolverton-assoc.com

USER kweaver - Jun 05, 2013 - 10:01 am
Z:\Survey Dept\Projects\2013\13-602 Center at Stockbridge Outlot\DWG\13602-Sub-REV2.dwg

Exhibit "A"

Legal Description of the Land

ALL THAT CERTAIN tract or parcel of land lying and being in Land Lot 21 of the 6th District of Henry County, Georgia and being more particularly described as follows:

Beginning at an iron pin set at the southerly point of the mitered intersection of the northerly Right of Way of Hudson Bridge Road (variable width right of way) and the westerly Right of Way of Interstate 75 (variable width right of way), thence westerly along said northerly right of way a distance of 1,733.94 feet to a point on the northerly right of way of Hudson Bridge Road, said point being the true point of beginning; thence along said northerly right of way line of Hudson Bridge Road along a curve to the left having a radius of 5,829.58 feet and an arc length of 174.96 feet, being subtended by a chord of S 67° 07' 42" W for a distance of 174.95 feet to a point; thence along said northerly right of way of Hudson Bridge Road S 66° 16' 06" W for a distance of 59.20 feet to an iron pin found; thence leaving said right of way N 23° 43' 17" W for a distance of 389.04 feet to an iron pin set; thence S 66° 05' 59" W for a distance of 244.60 feet to an iron pin found; thence N 02° 15' 01" E for a distance of 774.25 feet to a 1 inch crimp top pipe found; thence S 85° 21' 16" W for a distance of 282.56 feet to a ½ inch rebar found; thence N 01° 01' 43" W for a distance of 758.12 feet to a ½ inch rebar found on the land lot line common to Land Lots 12 and 21; thence along said land lot line S 89° 17' 37" E for a distance of 627.56 feet to an iron pin set; thence leaving said land lot line S 20° 15' 48" E for a distance of 503.92 feet to a point; thence S 12° 59' 17" W for a distance of 315.76 feet to a point; thence S 20° 13' 00" E for a distance of 384.07 feet to a point; thence S 24° 46' 57" W for a distance of 35.36 feet to a point; thence S 69° 47' 00" W for a distance of 109.95 feet to a point; thence along a curve to the left, said curve having a radius of 146.00 feet and an arc length of 50.88 feet, being subtended by a chord of S 59° 48' 02" W for a distance of 50.62 feet to a point; thence S 20° 13' 00" E for a distance of 458.12 feet to a point on the northerly right of way of Hudson Bridge Road, said point being the true point of beginning. Said property contains 961,724 square feet or 22.078 acres.

LESS AND EXCEPT:

COMMENCE at a point at the southernmost point of the mitered intersection of the northwesterly right of way of Hudson Bridge Road (variable width right of way) with the southwesterly right of way of Interstate 75 (variable width right of way); thence leaving said mitered intersection and continuing along the northwesterly right of way of said Hudson Bridge Road the following courses and distances: along a curve to the right having a radius of 5629.58 feet and an arc length of 119.61 feet, being subtended by a chord of South 67 degrees 34 minutes 34 seconds West for a distance of 119.61 feet to a point, South 77 degrees 27 minutes 15 seconds West for a distance of 94.94 feet to a point, South 70 degrees 59 minutes 14 seconds West for a distance of 721.24 feet to a point, South 73 degrees 20 minutes 07 seconds West for a distance of 19.09 feet to a point, North 54 degrees 05 minutes 42 seconds West for a distance of 71.58 feet to point, South 70 degrees 52 minutes 48 seconds West for a distance of 84.43 feet to a point, South 20 degrees 05 minutes 06 seconds West for a distance of 66.42 feet to a point, South 73 degrees 20 minutes 07 seconds West for a distance of 12.62 feet to a point, and along a curve to the left having a radius of 5829.58 feet and an arc length of 544.03 feet, being subtended by a chord of South 70 degrees 39 minutes 42 seconds West for a distance of 543.84 feet to a 3/4 inch rebar with cap found being located at the POINT OF BEGINNING.

BEGINNING at said 3/4 inch rebar with cap found, continue along said Right of Way the following courses and distances: along a curve to the left having a radius of 5829.58 feet and an arc length of 174.96 feet being subtended by a chord of South 67 degrees 07 minutes 42 seconds West a distance of 174.95 feet to a 3/4 inch rebar with cap set, and South 66 degrees 16 minutes 06 seconds West a distance of 59.20 feet to a

PK nail set; thence leaving said Right of Way and following along the property of Patel Taherbhai, Inc. North 23 degrees 43 minutes 01 seconds West a distance of 278.82 feet to a PK nail set; thence along other properties of Broad Street Stockbridge II, L.L.C. the following courses and distances: North 76 degrees 30 minutes 01 seconds East a distance of 42.88 feet to a 3/4 inch rebar with cap set, along a curve to the left having a radius of 131.46 feet and an arc length of 117.55 feet being subtended by a chord of North 50 degrees 53 minutes 04 seconds East a distance of 113.67 feet to a 3/4 inch rebar with cap set, North 25 degrees 16 minutes 07 seconds East a distance of 126.13 feet to a 3/4 inch rebar with cap set, and along a curve to the right having a radius of 86.54 feet and an arc length of 14.10 feet being subtended by a chord of North 29 degrees 56 minutes 06 seconds East a distance of 14.08 feet to a 3/4 inch rebar with cap found; thence along the property of WR of Stockbridge II, L.L.C. South 20 degrees 13 minutes 00 seconds East a distance of 395.82 feet to a 3/4 inch rebar with cap found; said point being the POINT OF BEGINNING.

Said tract having an area of 1.709 acres or 74,457 square feet.

DRI

Development of Regional Impact



City of Stockbridge

4640 North Henry Blvd. ♦ Stockbridge, GA 30281
City Hall: (770) 389-7900 ♦ Fax: (770) 389-7912

May 4, 2020

Mr. Andrew Smith, Principle Planner
Atlanta Regional Commission
International Tower
229 Peachtree Street NE | Suite 100
Atlanta, Georgia 30303

RE: Transmittal Letter – DRI Modification

Dear Mr. Smith,

I am writing to you about the ARC approval of the Development of Regional Impact (DRI-481) review of the Wal-Mart (Hudson Bridge Road) development, in March of 2004. After your review of the information submitted for the review, and the comments received from affected agencies, the Atlanta Regional Commission finding was that this DRI was in the best interest of the State. The Atlanta Regional Commission reviewed the proposed project with regard to conflicts with regional plans, goals, and policies and impacts it might have on the activities, plans, goals, and policies of other local jurisdictions and state, federal, and other agencies. The finding did not address whether the project is or is not in the best interest of the City of Atlanta.

Since the approval of the DRI, the development's build-out is approximately 90% complete with the only remaining acreage to be developed is the 20.367 site originally designated for multi-family development. The City has a pending rezoning application requesting a land-use change that would allow the development of single-family townhomes on the 20.367 acres (Maximum 138-148 units), at a lower density than that originally proposed for multi-family (500-1,000 units).

In light of the commercial building out to date, Staff has no objection to a land-use change that allows a lower density comprised of single-family townhomes, based on planning best practices. Staff believes that the proposed lower-density single-family development will have a lesser impact on traffic and other development concern for the area.

Please advise if ARC has any objections to allowing a lower-density single-family development in place of the higher density multi-family use and if there are any other steps required. I have attached prior and current documents for your review.

Sincerely,

Camilla J. Moore, Assistant City Manager

Administration and Community Development

4640 North Henry Blvd.

Stockbridge, GA 30281

cmoore@cityofstockbridge-ga.gov

770-389-7900 (O)

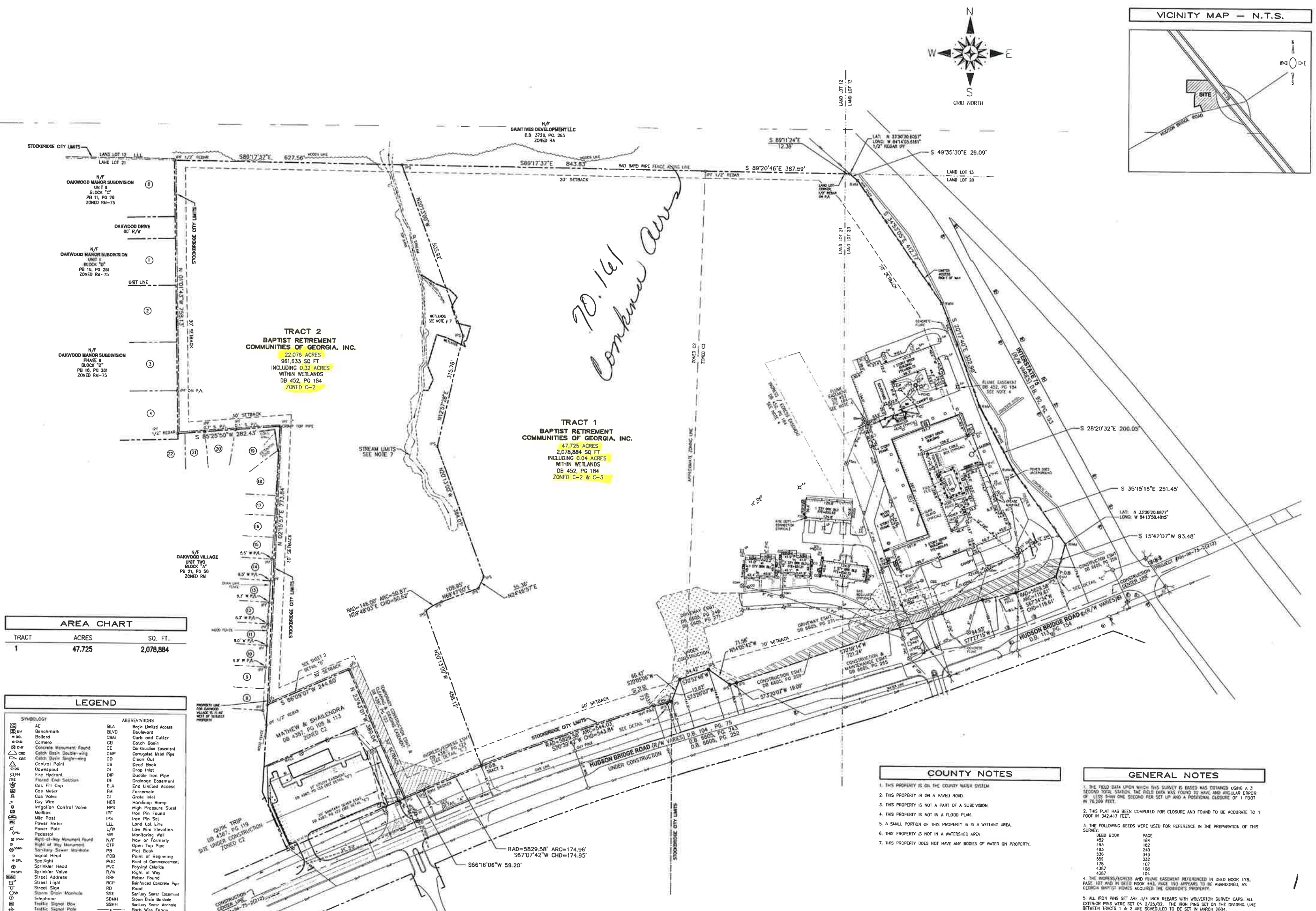
678-833-3324 (direct)

Attachments

cc: Linda Logan, Senior Planner

Melinda Davies, Planner/GIS

Gordon Linton, Planner I



AREA CHART		
TRACT	ACRES	SQ. FT.
1	47.725	2,078,884

LEGEND	
SYMBOL	ABBREVIATIONS
AC	Begin Limited Access
BLVD	Boulevard
BOL	Bollard
CB	Catch Basin
CE	Construction Easement
CMB	Compacted Metal Pipe
CO	Clean Out
DB	Dead Block
DP	Drop Inlet
DIP	Ductile Iron Pipe
DE	Drainage Easement
EL	End Limited Access
FM	Force Main
CI	Groove Inlet
HCR	Handicap Ramp
HPS	High Pressure Steel
IP	Iron Pin Found
IS	Iron Pin Set
LL	Land Lot Line
L/W	Low Wire Elevation
MON	Monitoring Well
N/F	Now or Formerly
OT	Open Top Pipe
PB	Point of Beginning
POC	Point of Commencement
PVC	Polystyrene Chloride
R/W	Right of Way
RF	Rebar Found
RC	Reinforced Concrete Pipe
RD	Road
SSE	Sanitary Sewer Easement
SDH	Storm Drain Manhole
SSM	Sanitary Sewer Manhole
BWF	Born Wire Fence

COUNTY NOTES

1. THIS PROPERTY IS ON THE COUNTY WATER SYSTEM.
2. THIS PROPERTY IS ON A PAVED ROAD.
3. THIS PROPERTY IS NOT A PART OF A SUBDIVISION.
4. THIS PROPERTY IS NOT IN A FLOOD PLAIN.
5. A SMALL PORTION OF THIS PROPERTY IS IN A WETLAND AREA.
6. THIS PROPERTY IS NOT IN A WATERSHED AREA.
7. THIS PROPERTY DOES NOT HAVE ANY BODIES OF WATER ON PROPERTY.

GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS OBTAINED USING A 3 SECOND TOTAL STATION. THE FIELD DATA WAS FOUND TO HAVE AN ANGULAR ERROR OF LESS THAN ONE SECOND PER SET UP AND A POSITIONAL CLOSURE OF 1 FOOT IN 76,569 FEET.
2. THIS PLAT HAS BEEN COMPUTED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 342,417 FEET.
3. THE FOLLOWING DEEDS WERE USED FOR REFERENCE IN THE PREPARATION OF THIS SURVEY:
DEED BOOK PAGE
452 184
483 182
483 240
538 343
558 332
178 107
4387 108
4387 104
4. THE IMPROVEMENTS AND EASEMENTS REFERENCED IN DEED BOOK 178, PAGE 107 AND IN DEED BOOK 443, PAGE 193 APPEAR TO BE ABANDONED, AS GEORGE HANFORD HAD ACQUIRED THE CHANDELIER'S PROPERTY.
5. ALL IRON PINS SET ARE 3/4 INCH REBARS WITH WOLVERTON SURVEY CAPS. ALL EXTERIOR PINS WERE SET ON 2/25/02. THE IRON PINS SET ON THE DIVIDING LINE BETWEEN TRACTS 1 & 2 ARE SCHEDULED TO BE SET IN MARCH 2004.

ALTA/ACSM LAND TITLE SURVEY FOR:
WR OF STOCKBRIDGE, LLC.
AND CHICAGO TITLE INSURANCE COMPANY
LAND LOTS 20 & 21 - 6TH DISTRICT
CITY OF STOCKBRIDGE

REVISIONS	
1. CORRECTED OVERSIGHT IN DEED BOOK 178, PAGE 107 AND IN DEED BOOK 443, PAGE 193 APPEAR TO BE ABANDONED, AS GEORGE HANFORD HAD ACQUIRED THE CHANDELIER'S PROPERTY.	
DATE: 11/27/02	
2. CHANGED PROPERTY IN TO TRACT 1 & 2.	
DATE: 02/04/2004	
3. REVERSED RIGHT OF WAY TITLE COMMITMENT, A REED KASARIAN DATE: 03/18/2004	
DATE: 04/02/2004	
DRAWN BY	RJ
CHECKED BY	JMR

Wolvertson & Associates
INCORPORATED
Consulting Engineers & Land Surveyors
5300 Oakbrook Parkway Suite 150 - Norcross, Georgia 30093
Phone: (770) 447-6999 - Fax: (770) 447-6970



Camilla Moore

Subject: Transmittal Letter – DRI Modification

From: Andrew Smith <ASmith@atlantaregional.org>

Sent: Monday, May 4, 2020 1:51 PM

To: Camilla Moore <CMoore@cityofstockbridge-ga.gov>

Cc: Linda Logan <LLogan@cityofstockbridge-ga.gov>; Melinda Davies <MDavies@cityofstockbridge-ga.gov>; Gordon Linton <GLinton@cityofstockbridge-ga.gov>; Greg Giuffrida <GGiuffrida@atlantaregional.org>

Subject: RE: Transmittal Letter – DRI Modification

Camilla,

Thanks for your email. Per section 110-12-7-.05(1)(c) of [ARC's DRI rules](#), ARC may determine that a previously submitted DRI is nevertheless subject to another round of comment by affected parties (i.e., a new review) if the project changes are substantial enough to warrant this.

Examples of project changes that may lead a Regional Commission to determine that a new review is required include, but are not limited to, a substantial increase in project size or a substantial change in the mix of uses (based on the applicable measures used for the DRI thresholds). To make this determination, ARC must consider such factors as: 1) Whether the potential for project impacts will change substantially for the altered project and 2) Whether significant time has passed since the previous DRI process.

Based on the information you shared with me, the change from 1,000 multifamily units to 139 single-family townhomes would not warrant a new DRI review because the scope of the original DRI is decreasing rather than increasing. The mix of uses is also not changing substantially as the new use is still residential. It is also well under the relevant DRI threshold for housing if viewed as a standalone project.

I'm copying my coworker Greg Giuffrida on this email so that he can review the documents you sent (I forwarded them to him) and issue a more formal determination if needed. Greg came on board last fall and has transitioned more fully into DRI management starting earlier this year. I've moved away from day-to-day DRI management and into more of an advisory role as my overall work program has expanded into other areas this year.

Best,

Andrew Smith

Principal Planner, Community Development

Atlanta Regional Commission

P | 470.378.1645

asmith@atlantaregional.org



ATLANTA REGIONAL COMMISSION 40 COURTLAND STREET, NE ATLANTA, GEORGIA 30303

January 16, 2004

Honorable Rudy G. Kelley, Mayor
City of Stockbridge
4545 North Henry Boulevard
Stockbridge, Georgia 30281

RE: Development of Regional Impact Review
Wal-Mart (Hudson Bridge Road)

Dear Mayor Kelley:

I am writing to let you know that the ARC staff has completed the Development of Regional Impact (DRI) review Wal-Mart (Hudson Bridge Road) development. After reviewing the information submitted for the review, and the comments received from affected agencies, the Atlanta Regional Commission finding is that this DRI is in the best interest of the State. The Atlanta Regional Commission reviewed the proposed project with regard to conflicts with regional plans, goals, and policies and impacts it might have on the activities, plans, goals, and policies of other local jurisdictions and state, federal, and other agencies. The finding does not address whether the project is or is not in the best interest of the City of Atlanta.

I am enclosing a copy of our final review report and comments we received during the review. Please feel free to call me, or Mike Alexander (404-463-3302), if you have any questions concerning the review.

Sincerely,

A handwritten signature in blue ink that reads 'Charles Krautler'. The signature is fluid and cursive, with the first name 'Charles' being more prominent.

Charles Krautler
Director

CK/mda

Enclosures

C: Mr. Danny Taylor, Henry County
Mr. Jim Price, WRS, Inc.
Mr. Harold Linnenkohl, GDOT
Mr. Rick Brooks, GDCA
Mr. David Word, GEPD
Mr. Steve Stancil, GRTA



NOTICE OF DECISION

To: Chick Krautler, ARC
(via electronic mail) Sonny Deriso, GRTA
Andrella Baylis, GRTA
Ken Bernard, GRTA

Eric Hovdesven, GRTA
Lee Morris, GRTA
Richard Tucker, GRTA

To: Leland Maddox, Henry County Board of Commissioners
(via electronic mail and certified mail) Ray Gibson, Henry County
Kimberly Smith, Henry County
Mr. Jim Price, WRS, Inc.

From: Steven L. Stancil, GRTA

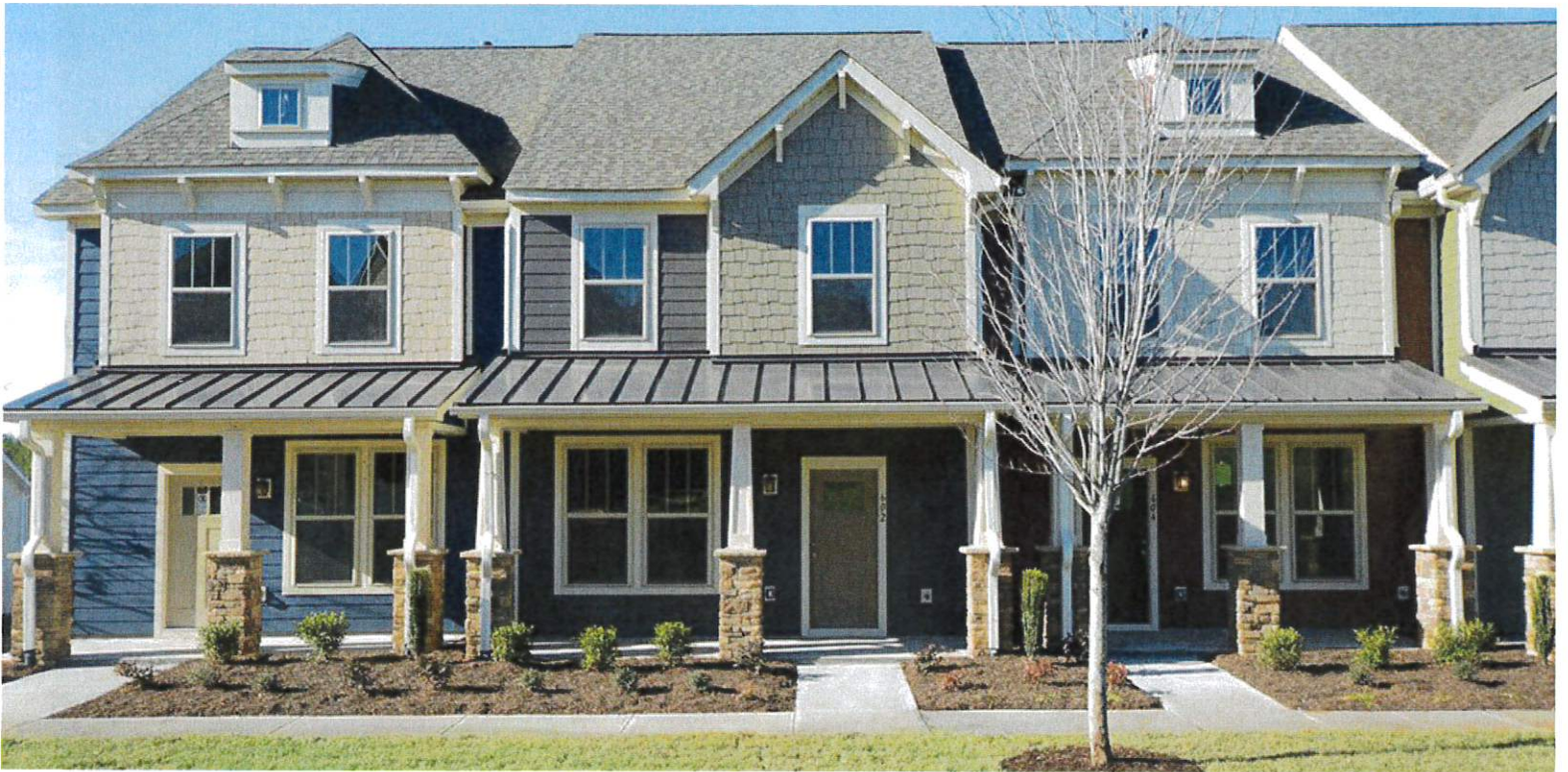
Copy: Kirk Fjelstul, GRTA
(via electronic mail) Mark Willey, GRTA
Elizabeth Smith, DCA
Mike Alexander, ARC
Steve Walker, GDOT
John Walker, KHA

Leah Guillebeau, URS
David Buckel, Wolverton
Bruce Propst, Carter & Associates

Date: December 17, 2003

Re: Notice of Decision Regarding DRI #481, Hudson Bridge Road Wal-Mart

ARCHITECTURAL



TOWNHOME DEVELOPMENTS

VISION BOARD

Sugar Hill Overlook
Sugar Hill, GA



The Cottages at Greystone

Hiram, GA

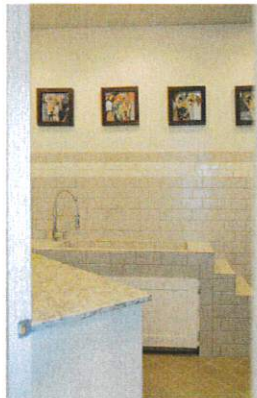


Sugar Hill Overlook
Sugar Hill, GA



The Cottages at Greystone

Hiram, GA



The Park at Historic Roswell
Roswell, GA

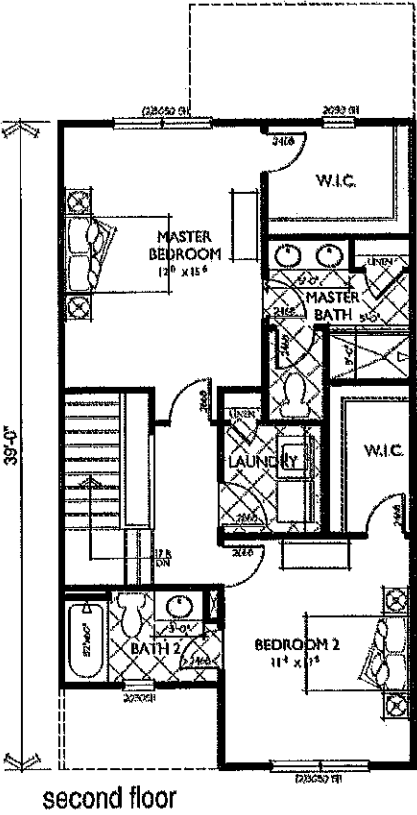
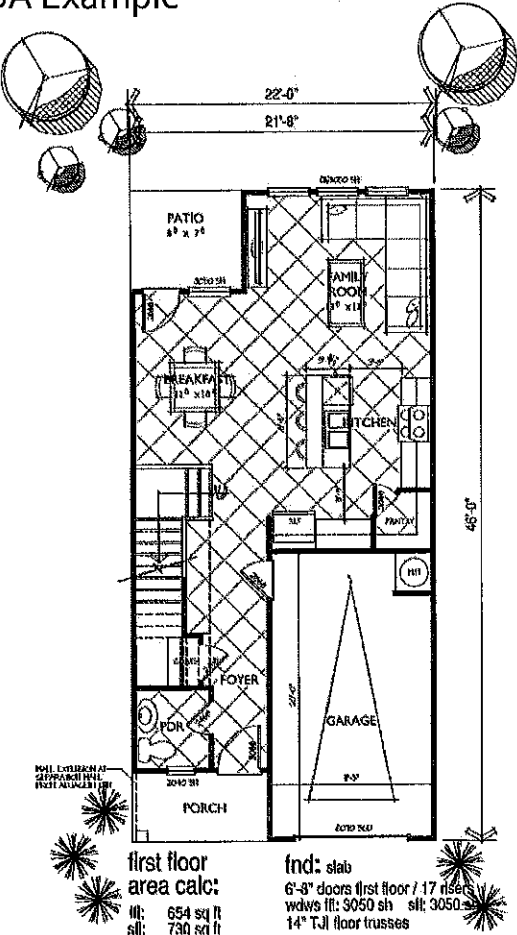


The Park at Historic Roswell

Roswell, GA

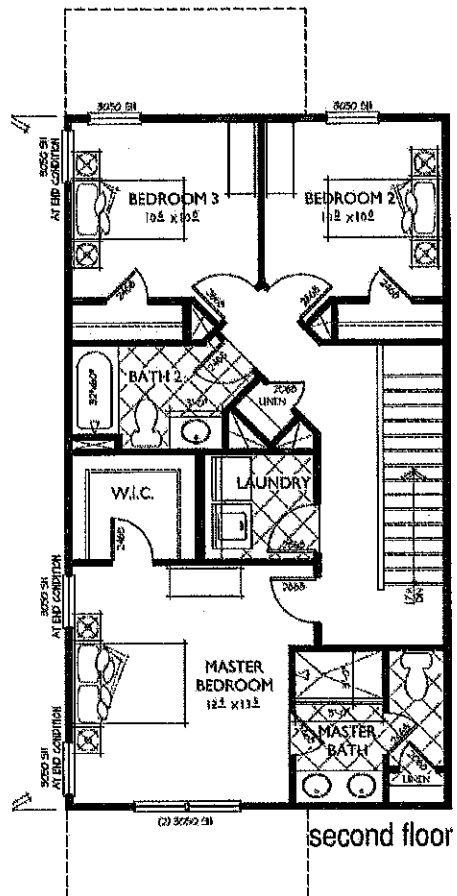
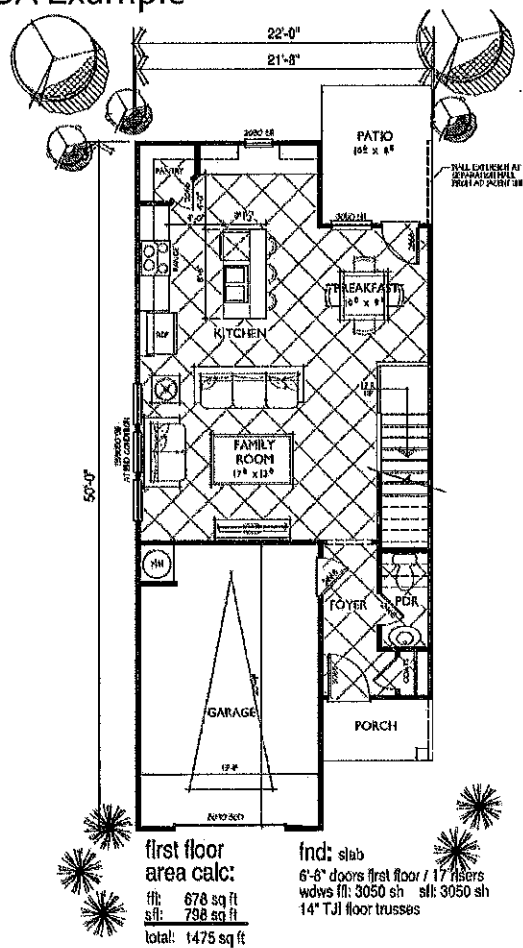


Floor Plans 2 BR / 2.5 BA Example



Floor Plans

3 BR / 2.5 BA Example



STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR AN UPDATE THE MAXIMUM HEIGHT STANDARDS FOR GRASS AND WEEDS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Stockbridge is the Mayor and Council thereof;

WHEREAS, the governing authority of the City of Stockbridge, Georgia desires to adopt a revised ordinance pertaining to the acceptable length of grass and weeds; and,

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

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

Section 1. That Section 8.08.037 of the Stockbridge Municipal Code is hereby deleted in its entirety and replaced with the provisions attached hereto as Exhibit A.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

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

Section 5. Penalties in effect for violations of the City of Stockbridge at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. The effective date of this Ordinance shall be the date of its enactment.

ORDAINED this _____ day of July, 2020.

CITY OF STOCKBRIDGE, GEORGIA

Anthony S. Ford, Mayor

ATTEST:

Vanessa Holiday, City Clerk

APPROVED AS TO FORM:

Michael Williams, City Attorney

Date Presented to Mayor: _____

Date Received from Mayor: _____

EXHIBIT "A"

8.08.037 - International Property Maintenance Code.

The International Property Maintenance Code, as adopted by Section 8.08.026, is amended in the following particulars:

Section 101.1 Insert: City of Stockbridge.

Section 103 Amend section heading to read: City of Stockbridge Property Maintenance.

Section 302.4 Insert: 6 inches.

Section 303.2 Enclosures. Amend the first sentence to read:

Private swimming pools, hot tubs and spas, containing water more than 24 inches in depth shall be completely surrounded by a fence or barrier at least 60 inches in height above the finished ground level measured on the side of the barrier away from the pool.

Section 602.3 Insert: [October 1], [March 31]

Section 602.4 Insert: [October 1], [March 31]



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

07/13/2020

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: Decius T. Aaron

ITEM/PROJECT/EVENT: Water Service Line Replacement

DESCRIPTION: Carter & Sloope, Inc. Task Order No. 19 to rehabilitate the Mays Crossing Sewer Liftstation and replace the force main.

Funding Source: Water and Sewer Fund Balance

APPROVED BY:

FINANCE DEPT.

John Wiggins

CITY MANAGER

Ray [Signature]

AMOUNT

\$106,700.00

Task Release

THIS ___ day of _____, 2020 the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, dated January 31, 2017, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

- 1.1 This Task Release is for a Project described as:
May's Crossing Sewer Lift Station Rehabilitation and Force Main Replacement
C&S Project No. S9100.034

2. The Work:

Our approach to this project will be similar to the approach we have executed for the Willow Springs, Glynn Addy and Old Conyers Lift Stations and are recommending that we forgo writing the Concept Engineering Report (CER) and pre-qualifying contractors. Based on conversations with City personnel, the basis of design will utilize Flygt submersible pumps to replace the existing Gorman-Rupp suction lift pumps. The Engineer shall provide the following Work on the Project as defined herein and as follows:

- 2.1 **Design** – Design of the May's Crossing Lift Station rehabilitation and Force Main replacement includes surveying, preparing plans and specifications of the proposed scope of work, civil/site design, electrical design and mechanical / piping design. For this lift station we anticipate the existing Gorman-Rupp lift station and its associated piping will be removed, rehabbing the wet well with abrasive blasting the concrete and installing a protective coating, designing new submersible pumps complete with a control panel and new SCADA system, structural design of a new slab and hatches over the wet well, designing a new valve vault, designing a bypass pump piping connection, new concrete slab and design of ± 700 linear feet of sanitary sewer force main. We anticipate reusing the existing generator and will evaluate the existing generator and automatic transfer switch for reuse or replacement. Design of a new generator and automatic transfer switch is excluded from our scope. Also excluded is designing an overhead crane system since these pumps will be much lighter, which means that a standard davit hoist can be used.
- 2.2 **Permitting** - Carter & Sloope will provide technical criteria, written descriptions, and design data to assist the Owner in obtaining permits required for the project with the understanding that it is the Owner's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit

applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. We will also assist the Owner in consultations with such authorities and revise the Drawings and Specifications and permit applications in response to directives from such authorities, if necessary. At a minimum, we anticipate the following:

- a. *Land Disturbing Permit Application to the Local Issuing Authority*, which is the City of Stockbridge;
- b. *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)*;
- c. *Notice of Intent* to the District EPD Office;
- d. *Sanitary Sewer Extension Submittal* to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);
- e. *Georgia Utility Permitting System* for utility encroachment permit applications through the Georgia Department of Transportation.

2.3 Bidding - C&S will assist the Owner in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law including posting of the project to the *Georgia Procurement Registry*. The advertisement period shall last a minimum of 30 days and the Owner will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include one (1) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The Client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. for Bidding Documents. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Owner and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. We will attend and lead an on-site, non-mandatory pre-bid meeting to allow Contractors to visit and review the jobsite conditions.

C&S will attend and manage the Bid Opening, review bids, and prepare a certified Bid Tabulation. We will provide a Letter of Recommendation to the Owner regarding award of the contract as appropriate and assist in assembling and awarding contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Owner for their review and approval.

2.4 **Construction Administration** - Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general administration of the construction contract and act as the Owner's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference*: Attend and lead one (1) pre-construction conference that will be hosted by the Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders)*: Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Owner in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Owner does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Owner agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- d. *Change Orders*: Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules*: Review and determine the acceptability schedules which the Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the

- contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.
- g. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
 - h. *Progress Meetings*: C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Owner and Contractor.
 - i. *Applications for Payments*: Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - ii. By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
 - j. *Record Drawings*: We will prepare and furnish the Owner one (1) set of reproducible and one (1) electronic copy in Adobe PDF format of the

Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.

- k. *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Owner operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. *Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Owner and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Owner. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. *Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Owner and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Owner in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Owner that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Owner and the Georgia Department of Natural Resources, Environmental Protection

Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.

- o. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

2.5 Construction Observation - C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Owner and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Owner informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Owner and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at a construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any

health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Owner's contract with the Contractor. The Owner also agrees that the Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.

- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Owner that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Owner and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3. **Contract Time:**

Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

4. **Fee Summary:**

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed

amounts shall be determined in accordance with our Hourly Fee Schedule in the Master Agreement. No fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Engineering Design	Lump Sum \$ <u>27,400</u>
2	Permitting Assistance	Lump Sum \$ <u>2,800</u>
3	Bidding	Lump Sum \$ <u>8,500</u>
4	Construction Administration	Lump Sum \$ <u>36,400</u>
5	Construction Observation (assumes <u>246</u> man-hours)	Hourly not-to-exceed \$ <u>31,600</u>
<i>Total of Items 1 - 5 Inclusive:</i>		\$ 106,700.00

- 4.1 The Owner agrees to pay the Engineer for the Work described for the amounts up to the lump-sum and/or not-to-exceed pricing provided herein for the agreed upon scope described herein.

4.2 Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees.

- 4.3 Additional Services: Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services but can be provided on an hourly basis in accordance with Exhibit A in the Master Agreement executed between the Owner and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or its requirements including, but not limited to, changes in size, complexity, Owner's schedule, and revising previously accepted reports, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required because of Owner providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.

- e. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- f. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- g. Geotechnical engineering. The Owner should contract directly with a geotechnical engineer for geotechnical and materials testing and consulting services.
- h. Providing property or boundary surveys, easement sketches or plats, and providing other special field surveys not specifically detailed in the Basic Services.
- i. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services.
- j. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- k. Smoke testing, mandrel testing, air testing and vacuum testing of manholes are all excluded from the Basic Services.
- l. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

5. The Primary Contacts:

- 5.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

<u>Chad Peden, P.E.</u>	<u>(706) 769-4119</u>
Name	Phone
	<u>cpeden@cartersloope.com</u>
	Email

- 5.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

<u></u>	<u></u>
Name	Phone
	<u></u>
	Email

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on

duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Stockbridge ("Owner")
 _____ Signature	_____ Signature
By: <u>Martin C. Boyd, PE.</u>	By: <u>Randy Knighton</u>
Title: <u>Senior Engineer</u>	Title: <u>City Manager</u>
Date: <u>June 29</u> , 2020	Date: _____, 2020



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

7/13/2020

FUNDING SOURCE

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required

FROM ACCOUNT:

TO ACCOUNT:

PRESENTER: Decius T. Aaron

ITEM/PROJECT/EVENT: 2021 LMIG Resurfacing List

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

DESCRIPTION:

Council approval of the 2021 LMIG resurfacing list.

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER _____

AMOUNT

**CITY OF STOCKBRIDGE
FY2021 LMIG LIST**

From Road	To Road	Subdivision	Miles	Scaled Total Score
WALT STEPHENS RD	WALT STEPHENS RD	Carriage Lake	0.6	33.0
Cul-De-Sac	Cul-De-Sac	Fallen Waters	0.23	38.0
OLD ATLANTA RD	NORTHBRIDGE DR	Northbridge Station	0.25	38.0
PARKLAND DR.	PARKLAND DR.	Parkland	0.5	33.0
FAIRGREEN TRAIL	ANGLEWOOD TR.	Monarch Village	0.04	35.0
MONARCH VILLAGE WAY	VISTA CREEK DR.	Monarch Village	0.04	43.0
MONARCH LAKE WAY	LILY GLEN LN.	Monarch Village	0.01	48.0
PATHWOOD LANE	Cul-De-Sac	Monarch Village	0.05	48.0
MONARCH VILLAGE WAY	CHADWICK COMMONS	Monarch Village	0.05	49.0
WALTER WAY	DAVIDSON PARKWAY	Davidson Landing	0.5	42.0
ADDY LANE	WALTER WAY	Davidson Landing	0.4	38.0
ADDY LANE	TOWNSEND BEND	Davidson Landing	0.1	42.0
TOWNSEND BEND	WALTER WAY	Davidson Landing	0.1	46.0
SR 42	ASPEN BROOK DR.	The Summit	1.2	62.0
ASPEN BROOK DR.	SAWTOOTH LANE	The Summit	0.3	50.0
SUMMIT VIEW DR	SUMMIT VIEW DR	The Summit	0.3	44.0

TOTAL MILES=

4.67



City of Stockbridge

Meeting Date

July 13, 2020

Staff Recommendation Form For Council Approval/Review

FUNDING SOURCE

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Discussion Item
- ☐ Budget Amendment Required
- ☐ Presentation

FROM ACCOUNT: N/A

TO ACCOUNT: N/A

PRESENTER: Kira D. Harris-Braggs

DEPARTMENT: Stockbridge Main Street

ITEM/PROJECT/EVENT: DCA—City of Stockbridge MOU

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

DESCRIPTION:

The Stockbridge Main Street Program requests the continuation of the Memorandum of Understanding (MOU) between the City of Stockbridge and the Georgia Department of Community Affairs Georgia Classic Main Street Program.

The MOU for the 2020-2021 Program Year is attached.

APPROVED BY:

FINANCE _____

CITY MANAGER 

CITY ATTORNEY _____

PROCUREMENT (WHEN NECESSARY) _____

AMOUNT

\$ N/A

ATTACHMENTS:

☒

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2020 -2021 Program Year

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

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

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

ARTICLE 1: THE COMMUNITY AGREES TO—

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

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

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan must be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting annually.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 8 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All newly appointed Board Members are required to become Main Street 101 certified within their first year of their first term. By December 31, 2020, all Board Members, regardless of their length of service on the Board, must be Main Street 101 certified through DCA's online testing system. A copy of each Board Member's Main Street 101 certification must be uploaded to the Standard 5 file in your program's shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

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

Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- C. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must complete Main Street 101 through DCA's online testing system by December 31, 2020.
5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

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

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2021.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.

3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2020-2021 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

####

GEORGIA CLASSIC MAIN STREET PROGRAM
MEMORANDUM OF UNDERSTANDING: 2020-2021 Program Year

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

LOCAL GOVERNMENT (COMMUNITY): Stockbridge

Supervisor Signature

Date

Supervisor Printed Name

Supervisor Title

MAIN STREET BOARD OF DIRECTORS

☒ A checked box indicates the board has read and agrees to the board requirements outlined in this agreement and the grants the Downtown Manager authority to sign on the board's behalf.

Anika Potts
Board Chair Printed Name

Anika Potts

12/31/2020
Date Term Expires

DOWNTOWN MANAGER

Kira Harris-Briggs
Manager's Signature

6/19/2020
Date

Kira Harris-Briggs
Manager Printed Name

7/1/2014
Date Hired

☐ Please check here if this position is vacant.

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

Jessica Reynolds
Jessica Reynolds (May 5, 2020)

ODD Director's Signature

May 5, 2020

Date

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

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



City of Stockbridge

Agenda Request Form

Meeting Date

July 6, 2020

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT \$83,820.12

BUDGET ADJUSTMENT/ N/A

353-15650-541330 City Hall Interior Office

PRESENTER: Lindell Y. Miller/Camilla Moore

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2020-00016P GORDIAN BUILDING & INFRASTRUCTURE REPAIRS ALTERATIONS AND RESTORATIONS SERVICES (ENGINEERING DESIGN TECHNOLOGY (EDT))

BACKGROUND INFORMATION:

On October 1, 2015, the National Joint Powers Alliance (NJPA) (now known as Source well as of June 6, 2018) accepted and awarded Request For Proposal (RFP) contract number 071415-GG1 to the Gordian Group Incorporated, Engineering Design Technology (EDT) for Infrastructure Repairs Alterations and Restoration Services. This agreement was renewed September 2019 and expires September 2020.

The scope of the RFP was to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor for Indefinite Quantity Construction Contracting Systems and related Services.

All responses to the RFP were evaluated based on the following Evaluation Criteria:

- Company Information and Financial Strength
- Industry Requirements & Marketplace Success,
- Proposer's Ability to Sell and Deliver Service Nationwide,
- Proposer's Marketing Plan,
- Other Cooperative Procurement Contracts/Value Added Attribute,
- Warranty,
- Equipment/Products and Related Services
- Pricing and Industry Specific Items

The NJPA is a cooperative purchasing program, that provide government procurement resources and solutions to local and state government agencies by providing cooperative purchasing, in which quantities for the same item are combined in order to achieve economies of scale through volume discount pricing.

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval to piggyback and award a contract to the Gordian Group Incorporated, Engineering Design Technology (EDT) for Infrastructure Repairs Alterations and Restoration Services under the National Joint Powers Alliance (NJPA) (now known as Source well as of June 6, 2018) contract number 071415-GG1; City of Stockbridge Procurement No. 2020-00016P, for a total overall cost of \$83,820.12 (Exhibit I).

City staff is proposing a scope of work for the interior remodeling, renovation to the first floor Administrative offices of City Hall to include furnishings, electrical, exterior improvements, Heating Ventilating, and Air-Conditioning (HVAC), painting, installation of drywalls to include five (5) additional office spaces including a bid room, which will offer adequate spacing to address the City's needs. (Exhibit I).

Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the city. Cooperative purchases where the cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the city council.

Fiscal Impact: Funds will be provided from account number 353-15650-541330 City Hall Interior Office in the FY2020 Government Buildings budget.

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign Lindell Y. Miller

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____

Letter of Agreement To Extend the Contract

Between

The Gordian Group, Inc.
30 Patewood Drive Suite 350
Greenville, SC 29615-6810

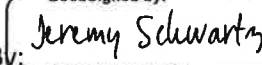
And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #071415-GGI) for the procurement of Indefinite Quantity Construction Contracting Systems and related Services. This Agreement has an expiration date of September 15, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on September 15, 2020. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

DocuSigned by:

By: _____, Its: Director of Operations & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 1/14/2019 | 10:17 PM CST

The Gordian Group, Inc.

By: _____, Its: VP, General Counsel

Name printed or typed: Ammon T. Leshner

Date 1/27/2019

Client - SOURCEWELL - GA - City of Stockbridge**Detailed Scope of Work**

Print Date: June 17, 2020
Work Order Number: 079562.00
Work Order Title: COS Building Upgrades
Contractor: GA04-1-072115-EDT - Engineering Design Technologies, Inc.
Brief Scope: Renovate government bldg

To: Kian Farzaie
Engineering Design Technologies, Inc.
1705 Enterprise W
Marietta, Ga 30067
7709880400

From: Gary Smith
City of Stockbridge

8646401661

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

See attach Scope of Work

Owner

Date

Contractor

Date



ENGINEERING DESIGN TECHNOLOGIES, INC.

1705 Enterprise Way | Suite 200 | Marietta, GA 30067 | office 770.988.0400 | facsimile 770.988.0300

www.EDTinc.net

4 May 2020

Gary Smith
Construction Project Manager
Building Construction Division
4640 North Henry Boulevard
Stockbridge, GA 30281

Engineering Design Technologies, Inc (EDT) is pleased to submit our Scope of work for the interior remodeling of Stockbridge City Hall. Located at 4640 N Henry Blvd, Stockbridge, GA 3028.

SCOPE OF WORK

Back 5 Offices

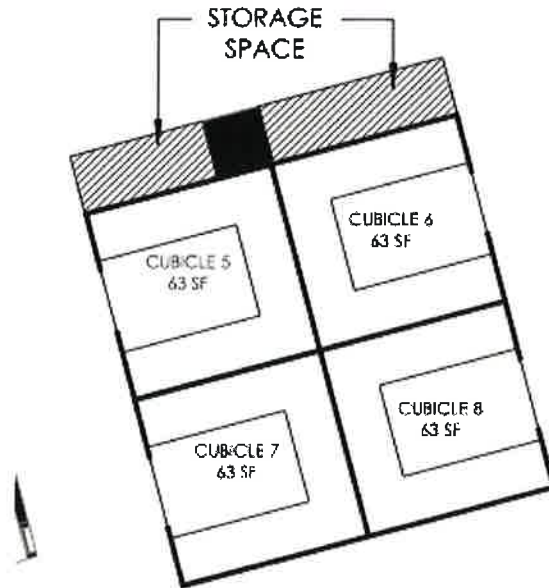
- Frame 5 new offices with 10' high walls and the dimensions of
Office 1. Width 10'-6" and 12'-3 1/2 wide. 128 SF.
Office 2. Width 10'-6" and 12'-0 1/2 wide. 126 SF.
Office 3. Width 10'-6" and 12'-8 1/2 wide. 133SF.
Office 4. Width 10'-6" and 9'-11 wide. 140SF.
Office 5. Width 10'-6" and 9'-9 1/2 wide. 101SF.



- All office walls shall be 10ft high standard walls.Framed with metal framed studs.
- All doors, hardware and frames to match as close as possible in color and design to the current doors and hardware already installed on the existing offices.
- Doors shall be 8ft high, wood doors with a metal frame.
- Drywall, paint and trim to match the surrounding walls in shape and color.
- Remove 3 existing ceiling lights located between the offices and the storage space.
- Install 10 new ceiling lights, 2 for each newly built office.
- Install electrical outlets, low voltage, internet and other required wiring as required by code.

- **Middle offices (4 units).**

- Removal and disassemble of present 4 cubicles approximately an area of 17'x17'.
Cut of any power supply and all other necessary connections to all the 4 cubicles.
Remove all desk, brackets, wall cabinets and other fixtures.



- Desks, wall cabinets, brackets and other office fixtures previously removed in the cubicles to be installed back in the same order.
- Add electrical outlets, low voltage, internet and other required wiring as required by code.
- Add 2 ceiling lights above office 1 and 2.
- Install one patch panel in the electrical room.

EDT has not allowed for any moving of existing FF&E; work area must be cleared of all FF&E prior to EDT beginning any work.



ENGINEERING DESIGN TECHNOLOGIES, INC.

1705 Enterprise Way | Suite 200 | Marietta, GA 30067 | office 770.988.0400 | facsimile 770.988.0300

www.EDTinc.net



Work Order Signature Document

Sourcewell EZIQC Contract No.: GA04-1-072115-EDT

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number: 079562.00

Work Order Date: 06/17/2020

Work Order Title: COS Building Upgrades

Owner Name: City of Stockbridge

Contractor Name: Engineering Design Technologies, Inc.

Contact: Gary Smith

Contact: Kian Farzaie

Phone: 8646401661

Phone: 7709880400

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No GA04-1-072115-EDT.

Brief Work Order Description:

Renovate government bldg

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$83,820.12

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Kian Farzaie
Engineering Design Technologies, Inc.
1705 Enterprise W
Marietta, Ga 30067
7709880400

From: Gary Smith
City of Stockbridge

8646401661

Date Printed: June 17, 2020

Work Order Number: 079562.00

Work Order Title: COS Building Upgrades

Brief Scope: Renovate government bldg

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attach Scope of Work

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: June 17, 2020
IQC Master Contract #: GA04-1-072115-EDT
Work Order Number: 079562.00
Owner PO #:
Work Order Title: COS Building Upgrades
Contractor: Engineering Design Technologies, Inc.
Proposal Name: City of Stockbridge City Hall Interior Remodeling
Proposal Value: \$83,820.12

06 - Wood, Plastic, and Composites	\$1,311.83
07 - Thermal & Moisture Protection	\$6,374.07
08 - Openings	\$8,421.68
09 - Finishes	\$20,159.24
10 - Specialties	\$1,214.54
12 - Furnishings	\$2,300.33
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$2,367.99
26 - Electrical	\$15,270.58
27 - Communications	\$24,110.86
32 - Exterior Improvements	\$2,289.00
Proposal Total	\$83,820.12

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: June 17, 2020
IQC Master Contract #: GA04-1-072115-EDT
Work Order Number: 079562.00
Owner PO #:
Work Order Title: COS Building Upgrades
Contractor: Engineering Design Technologies, Inc.
Proposal Name: City of Stockbridge City Hall Interior Remodeling
Proposal Value: \$83,820.12

Sect.	Item	Modifier	UOM	Description	Line Total				
Labor	Equip.	Material	(Excluded if marked with an X)						
06 - Wood, Plastic, and Composites									
1	06 46 36 00 0012		LF	3/4" x 11-1/2" Custom Shaped Ash					\$1,311.83
				Installation	Quantity	Unit Price	Factor	Total	
					80.00	14.31	1.1459	=	1,311.83
					x	x			
Subtotal for 06 - Wood, Plastic, and Composites									\$1,311.83
07 - Thermal & Moisture Protection									
2	07 21 16 00 0004		SF	3-1/2" Thick, Kraft Faced, R-13 Fiberglass Flexible Insulation					\$6,374.07
				Installation	Quantity	Unit Price	Factor	Total	
					6,250.00	0.89	1.1459	=	6,374.07
					x	x			
Subtotal for 07 - Thermal & Moisture Protection									\$6,374.07
08 - Openings									
3	08 12 13 13 0033		EA	8' x >7'-2" Through 9' High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame					\$2,310.42
				Installation	Quantity	Unit Price	Factor	Total	
					5.00	403.25	1.1459	=	2,310.42
					x	x			
4	08 14 23 16 0052		EA	3'-0" x 8' x 1-3/4" Thick, 3 Ply, Particleboard Core (PC), High Pressure Decorative Laminate (HPDL) Faced Wood Door					\$1,688.60
				Installation	Quantity	Unit Price	Factor	Total	
					5.00	294.72	1.1459	=	1,688.60
					x	x			
5	08 71 11 00 0017		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Concealed Ball Bearing, Brass/Bronze, Satin Chrome Finish Hinge					\$872.60
				Installation	Quantity	Unit Price	Factor	Total	
					10.00	76.15	1.1459	=	872.60
					x	x			
6	08 71 11 00 2262		EA	Entrance/Office F04 Mortise LocksetLocked with key outside and thumb knob inside.					\$3,550.06
				Installation	Quantity	Unit Price	Factor	Total	
					5.00	619.61	1.1459	=	3,550.06
					x	x			
Subtotal for 08 - Openings									\$8,421.68
09 - Finishes									
7	09 22 16 13 0015		SF	3-5/8" Width, 16" On Center, 18 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners					\$3,731.05
				Installation	Quantity	Unit Price	Factor	Total	
					1,100.00	2.96	1.1459	=	3,731.05
					x	x			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 079562.00
Work Order Title: COS Building Upgrades

Proposal Name: City of Stockbridge City Hall Interior Remodeling
Proposal Value: \$83,820.12

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
8	09 22 16 13 0015	0002	For Walls >10' High, Add			\$439.45
			Installation	Quantity 650.00 x Unit Price 0.59 x Factor 1.1459 = Total 439.45		
9	09 22 16 13 0015	0006	For Horizontal Installation >10' High, Add			\$387.31
			Installation	Quantity 650.00 x Unit Price 0.52 x Factor 1.1459 = Total 387.31		
10	09 22 16 13 0015	0008	For 12" On Center, Add			\$409.66
			Installation	Quantity 650.00 x Unit Price 0.55 x Factor 1.1459 = Total 409.66		
11	09 22 16 13 0015	0011	For >100 To 300, Add			\$283.04
			Installation	Quantity 650.00 x Unit Price 0.38 x Factor 1.1459 = Total 283.04		
12	09 23 13 00 0008		LF	Galvanized "J" Trim For Plaster Applications	\$595.87	
			Installation	Quantity 250.00 x Unit Price 2.08 x Factor 1.1459 = Total 595.87		
13	09 23 13 00 0017		SF	Smooth Finish Two Coats Gypsum Plaster On Walls	\$3,340.30	
			Installation	Quantity 1,100.00 x Unit Price 2.65 x Factor 1.1459 = Total 3,340.30		
14	09 29 10 00 0006		SF	5/8" Gypsum Board	\$1,094.91	
			Installation	Quantity 1,050.00 x Unit Price 0.91 x Factor 1.1459 = Total 1,094.91		
15	09 29 10 00 0006	0052	For Walls >10' High, Add			\$29.79
			Installation	Quantity 650.00 x Unit Price 0.04 x Factor 1.1459 = Total 29.79		
16	09 53 23 00 0002		SF	12" x 12" Ceiling Tile Size, Concealed 15/16" T Bar Ceiling Suspension SystemExcludes ceiling tile.	\$2,029.39	
			Installation	Quantity 700.00 x Unit Price 2.53 x Factor 1.1459 = Total 2,029.39		
17	09 53 23 00 0002	0113	For Fastening To Steel, Add			\$230.33
			Installation	Quantity 300.00 x Unit Price 0.67 x Factor 1.1459 = Total 230.33		
18	09 53 23 00 0002	0123	For >200 To 500, Add			\$61.88
			Installation	Quantity 300.00 x Unit Price 0.18 x Factor 1.1459 = Total 61.88		
19	09 53 23 00 0003		SF	1' x 2' Grid, 15/16" T Bar Ceiling Suspension System	\$1,684.47	
			Installation	Quantity 700.00 x Unit Price 2.10 x Factor 1.1459 = Total 1,684.47		
20	09 53 23 00 0003	0113	For Fastening To Steel, Add			\$484.14
			Installation	Quantity 650.00 x Unit Price 0.65 x Factor 1.1459 = Total 484.14		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 079562.00
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Proposal Name: City of Stockbridge City Hall Interior Remodeling
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Sect.	Item	Modifier	UOM	Description	Line Total					
Labor	Equip.	Material	(Excluded if marked with an X)							
09 - Finishes										
21	09 53 23 00 0003	0419	For Ceilings >10' High, Add			\$52.14				
			Installation	Quantity 650.00	x	Unit Price 0.07	x	Factor 1.1459	=	Total 52.14
22	09 91 23 00 0060		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush Work					\$2,832.66	
			Installation	Quantity 2,400.00	x	Unit Price 1.03	x	Factor 1.1459	=	Total 2,832.66
			Office 1.2.3.4.5							
23	09 91 23 00 0339		SF	Paint Interior Wood Trim, 2 Coats Paint, Brush Work					\$2,472.85	
			Installation	Quantity 650.00	x	Unit Price 3.32	x	Factor 1.1459	=	Total 2,472.85
Subtotal for 09 - Finishes							\$20,159.24			
10 - Specialties										
24	10 56 17 00 0034		LF	24" Depth, Prefinished Hardwood Plywood, Wall Mounted Solid Shelving					\$1,214.54	
			Installation	Quantity 30.00	x	Unit Price 35.33	x	Factor 1.1459	=	Total 1,214.54
Subtotal for 10 - Specialties							\$1,214.54			
12 - Furnishings										
25	12 59 16 00 0045		EA	Fabric/Steel Panel, 72" (Steelcase PFS-72) Task to be used in conjunction with standard workstation types.					\$2,300.33	
			Installation	Quantity 4.00	x	Unit Price 501.86	x	Factor 1.1459	=	Total 2,300.33
Subtotal for 12 - Furnishings							\$2,300.33			
23 - Heating, Ventilating, And Air-Conditioning (HVAC)										
26	23 05 93 00 0015		EA	Balancing HVAC Duct System, Ceiling Height To 12' Supply, Return, Exhaust, Register And Diffuser					\$566.84	
			Installation	Quantity 11.00	x	Unit Price 44.97	x	Factor 1.1459	=	Total 566.84
27	23 37 13 00 0026		EA	24" x 24" Ceiling Diffuser With Perforated Face, Flush Mount, Aluminum Construction With Damper					\$1,089.96	
			Installation	Quantity 6.00	x	Unit Price 158.53	x	Factor 1.1459	=	Total 1,089.96
28	23 37 13 00 0153		EA	24" x 24" Aluminum Eggcrate Ceiling Return Air And Exhaust Grille					\$711.19	
			Installation	Quantity 6.00	x	Unit Price 103.44	x	Factor 1.1459	=	Total 711.19
Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC)							\$2,367.99			
26 - Electrical										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 079562.00
Work Order Title: COS Building Upgrades

Proposal Name: City of Stockbridge City Hall Interior Remodeling
Proposal Value: \$83,820.12

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
26 - Electrical					
29	26 05 29 00 0264		EA	3/4" Diameter, Electrical Metallic Tubing (EMT) Conduit Clamp For Unistrut Channel	\$62.11
			Installation	Quantity 20.00 x Unit Price 2.71 x Factor 1.1459 = Total 62.11	
30	26 05 29 00 0301		C	4" Length, 18 LB Tensile Strength, Nylon Cable Ties	\$313.98
			Installation	Quantity 20.00 x Unit Price 13.70 x Factor 1.1459 = Total 313.98	
31	26 05 29 00 0319		C	17-3/4" Length, 175 LB Tensile Strength, Nylon Cable Ties	\$2,797.83
			Installation	Quantity 40.00 x Unit Price 61.04 x Factor 1.1459 = Total 2,797.83	
32	26 05 33 13 0016		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 5 #10 Copper THHN And 1 #12 Copper Insulated Grounding Conductor/Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$2,123.91
			Installation	Quantity 3.00 x Unit Price 617.83 x Factor 1.1459 = Total 2,123.91	
33	26 27 26 00 0007		EA	2 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly	\$1,956.34
			Installation	Quantity 25.00 x Unit Price 68.29 x Factor 1.1459 = Total 1,956.34	
34	26 27 26 00 0140		EA	2 Gang, 20 Amp, 120/277 Volt, SPST, Switch Assembly	\$801.02
			Installation	Quantity 9.00 x Unit Price 77.67 x Factor 1.1459 = Total 801.02	
35	26 27 26 00 0241		EA	1 Gang Plastic Switch Plate	\$9.51
			Installation	Quantity 10.00 x Unit Price 0.83 x Factor 1.1459 = Total 9.51	
36	26 27 26 00 0242		EA	2 Gang Plastic Switch Plate	\$8.08
			Installation	Quantity 5.00 x Unit Price 1.41 x Factor 1.1459 = Total 8.08	
37	26 27 26 00 0333		EA	Removal And Reinstallation Of Receptacle, Switch, Outlet Or Special System Device	\$752.40
			Installation	Quantity 20.00 x Unit Price 32.83 x Factor 1.1459 = Total 752.40	
38	26 51 13 00 0027		EA	Removal And Reinstallation Of Lay-In Fluorescent Light Fixture	\$913.57
			Installation	Quantity 15.00 x Unit Price 53.15 x Factor 1.1459 = Total 913.57	
39	26 51 13 00 0321		EA	4,000 Lumens, 2' x 4', Architectural, 120-277 Volt, Lay-In/Troffer LED Fixture (Cree® CR24 LHE™) CCT 30K to 50K	\$5,344.82
			Installation	Quantity 10.00 x Unit Price 466.43 x Factor 1.1459 = Total 5,344.82	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 079562.00
 Work Order Title: COS Building Upgrades

Proposal Name: City of Stockbridge City Hall Interior Remodeling
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Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

26 - Electrical

40	26	51	13	00	0924	LF	For Each Additional LF Of Interior Lighting Wire Whip, Add Wire whips are included with interior lighting fixtures, where necessary, up to six feet in length. Use this task for additional required whip length. For example, if the fixture requires a 15' wire whip then use 9 LF of this task to reach required length.					\$187.01
						Installation	Quantity	Unit Price	Factor	Total		
							160.00	1.02	1.1459	187.01	x	=

Subtotal for 26 - Electrical

\$15,270.58

27 - Communications

41	27	11	19	00	0011	EA	48 Port, Category 6 Patch Panel					\$493.78
						Installation	Quantity	Unit Price	Factor	Total		
							1.00	430.91	1.1459	493.78	x	=
42	27	14	13	13	0014	EA	Certify And Document 4-Pair Cat 5-7 Telecommunications Cable					\$548.89
						Installation	Quantity	Unit Price	Factor	Total		
							20.00	23.95	1.1459	548.89	x	=
43	27	14	13	16	0500	MLF	4-Pair Solid UTP, 23 AWG, Category 6a, Indoor Telecommunications Plenum Cable, Installed Exposed					\$17,666.34
						Installation	Quantity	Unit Price	Factor	Total		
							10.00	1,541.70	1.1459	17,666.34	x	=
44	27	21	16	00	0007	EA	12 Port, Industrial Ethernet Switch (Cisco IE-4000-4GC4GP4G-E)					\$5,401.85
						Installation	Quantity	Unit Price	Factor	Total		
							1.00	4,714.07	1.1459	5,401.85	x	=

Subtotal for 27 - Communications

\$24,110.86

32 - Exterior Improvements

45	32	33	23	00	0068	EA	6 CY Sloped Side Trash Dumpster					\$2,289.00
						Installation	Quantity	Unit Price	Factor	Total		
							2.00	998.78	1.1459	2,289.00	x	=

Subtotal for 32 - Exterior Improvements

\$2,289.00

Proposal Total

\$83,820.12

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.