Stockbridge

Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

CITY TREASURER

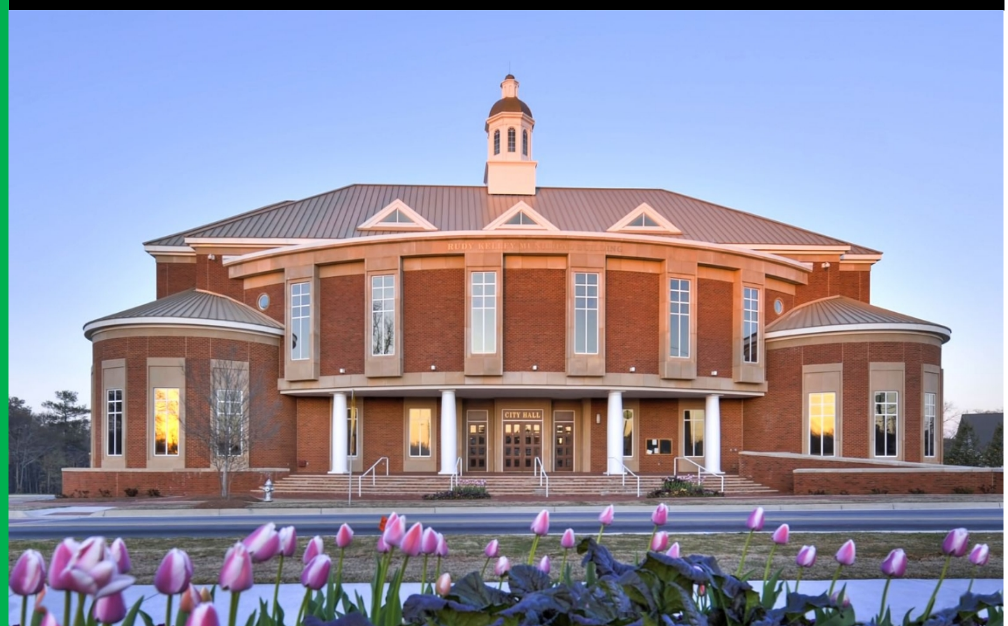
John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

Council Meeting Agenda
September 13, 2021 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, SEPTEMBER 13, 2021 6:00 PM

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

Administration
Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

1 Draft Minutes July 6, 2021

2 Draft Minutes July 12, 2021

3 Draft Minutes July 27, 2021

CEREMONIAL

PUBLIC COMMENTS

NEW BUSINESS

4 Council consideration to approve Task Order 28.1 with Carter & Sloope - Pine View Lift Station Rehabilitation and Water Way Force Main in the amount of

$48,100.00. The funding source is from the Sewer Fund Balance. - Presented by: Decius Aaron, Brad Holtsinger

5 Council consideration to modify the Development Agreement for the 438 East Atlanta Road, condominium community. - Presented by: Brecca Johnson

6 Council Consideration to approve the updated Youth Council Committee By-Laws - Presented by: Ericka Harvey

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS - UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates. □ City Council Retreat at 9:00 a.m. Via Zoom – (Sep 15 - 17). □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21) □ Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Sep 21) □ Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Sep 23) □ City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each (Sep 28). □ Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Oct 8) □ City Council Meeting at 6:00 p.m. Via Zoom 2nd Monday of each month (Oct 11) □ Youth Council Meeting, 5:30 p.m. Via Zoom - 2nd Wednesday of each month (Oct 12) CITY EVENT/INITIATIVES Please join Councilwoman Barber at the Merle Manders Conference Center for FREE Zumba (Fitness in the Park) this Saturday and every Saturday through September 25th at 8 a.m. at Clark Park 111 Davis Rd. Here's your opportunity to Meet the Mayor, and voice your questions and/or concerns Monday, September 20, 2021, from 10 a.m. to noon. Call City Hall to schedule an appointment. 770-389-7900. STOCKBRIDGE AMPHITHEATER EVENT Stockbridge Amphitheater Grand Opening featuring Award-Winning Musical Giants Gladys Knight and Patti Labelle, Saturday, September 25th at 7:00 p.m. Tickets go on sale September 1st at 12:01 a.m. Please visit www.stockbridgeamp.com to purchase tickets.

ADJOURNMENT

Where Community Connects

SPECIAL CALLED MEETING SUMMARY MINUTES

TUESDAY, JULY 6, 2021 6:00 P.M.

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

Administration
Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, 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 Councilman Blount.

Pledge of Allegiance was recited all in unison.

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

Mayor Pro Tem Alexander motioned to adopt the Agenda: Second by Councilwoman Barber. The motion passed 5-0.

NEW BUSINESS

1. Council Consideration to approve Revised TSPLOST Project List with the following adjustments to the original list: Wilson Ave., Nolan St., Childs St., Wilson St., Walker St., Welch St., Jennings Way, Second St., First St., Tye St., Church St and Carrie Mae Lane (Curb and gutter, sidewalks and widening) $2.5 million TSPLOST and $2 million ARPA; Davidson Pkwy. (Resurfacing and Sidewalks) $1.5 million TSPLOST and $2.1 million ARPA; Old Atlanta Rd. (Resurfacing and Sidewalks) $1.5 million TSPLOST and $1 million ARPA; Davis Rd. (Curb and Gutter, and Sidewalks from Shields Rd. to Clark Park) $$2.5 million TSPLOST and $1,850,000 ARPA (American Rescue Plan Act).
   Presented by Randy Knighton - City Manager
   Mr. Knighton noted Mayor and Council met and discussed the TSPLOST (Transportation Special Purpose Local Option Sales Tax) Project List and Henry County's list at a previous Work Session meeting; with the County planning a meeting on July 7, 2021 to consider an overall list and IGA (Intergovernmental Agreement) related to TSPLOST.

Mr. Knighton gave a brief TSPLOST presentation and noted the TSPLOST is expected to generate $245-$250 million total with the County expecting city contributions with certain projects, with the City of Stockbridge share at $30,542,625; noted the County was looking for support from the City with Rock Quarry Rd. widening from Hudson Bridge/Hospital Dr. to SR 138 consisting of 2.45 miles for a total of $26,605,000.00 with proposed city funding at $4 million; noted Council should consider making some adjustments to the TSPLOST numbers and not adjustments in terms of the project's totality needed to complete the projects; noted a few of the street projects have been reduced and proposed to use the balance of the ARP (American Rescue Plan) funds to help support the projects, with the projects totaling $22,305,000.00; noted the TSPLOST projects includes Rock Quarry Rd widening at $4 million, Rock Quarry Rd extension at $2 million, Downtown Pedestrian Bridge at $800,000, Campground Rd sidewalks at $500,000, Peach Dr sidewalks at $300,000.00 and Hudson Bridge/Eagles Landing Pkwy resurfacing at $489,982,000.00; noted the total project funding is $22,305,000.00 for base projects and $8,089,982 for new projects for a grand total of $30,394,982.00.

Mayor Ford noted he believes using the ARP funds is a great concept and inquired if the total of the ARP funds equals $9 million dollars; Mr. Knighton noted $9 million dollars is an estimate.

Councilman Blount inquired how does this list of projects differ from the LMIG (Local Maintenance Improvement Grant) resurfacing projects and asked for an explanation of the rating system.

Mr. Knighton explained the LMIG list is done yearly through a rating system to determine which roads would be serviced; and noted a consultant looks at each road's age, the wear and tear, etc. to determine which roads would be put on the list based on the numbers of lane miles provided.

Mr. Aaron added a survey of all roads within the city limits was completed in 2019, and the roads were rated based on the base of the road to determine if there were cracks and other defects. Mr. Aaron also noted staff is using a list to generate a resurfacing list with each road which receives a score and based on the score, its placed on the LMIG list.

Councilman Blount inquired if the TSPLOST list was based off the conditions of the road or esthetics.

Mr. Aaron noted the TSPLOST list was generated by the ability to improve transportation throughout the city.
Councilwoman Barber inquired on what the ARP (American Rescue Plan) can be used for, specifically.

Mr. Knighton noted the funds could be used for sewer, water, stormwater, and broadband infrastructure.

Mayor Ford inquired if what was presented tonight would be turned over to the County for assistance with joint projects and funding following signing the IGA (Intergovernmental Agreement).

Mr. Knighton noted the main objective was to have Council approve a project list with the County meeting on July 7th to go over the list and the IGA; once County passes IGA, the city could approve its IGA.

Attorney Washington noted an updated IGA was just received which will be submitted to Council for review.

Mr. Knighton noted the deadline for the IGA is July 20th and mentioned Locust Grove had changes with their project list as well as the city's changes.

Mayor Ford inquired on the new census data and asked if the city is not the largest in the county would it change. Mr. Knighton noted the city has a good solid number.

Mayor Pro Tem Alexander motioned to approve Revised TSPLOST Project List with the following adjustments to the original list: Wilson Ave., Nolan St., Childs St., Wilson St., Walker St., Welch St., Jennings Way, Second St., First St., Tye St., Church St and Carrie Mae Lane (Curb and gutter, sidewalks and widening) $2.5 million TSPLOST and $2 million ARPA; Davidson Pkwy. (Resurfacing and Sidewalks) $1.5 million TSPLOST and $2.1 million ARPA; Old Atlanta Rd. (Resurfacing and Sidewalks) $1.5 million TSPLOST and $1 million ARPA; Davis Rd. (Curb and Gutter, and Sidewalks from Shields Rd. to Clark Park) $$2.5 million TSPLOST and $1,850,000 ARPA (American Rescue Plan Act): Second by Councilman Thomas. The motioned passed 5-0

2. Executive Session - Personnel, Litigation and Real Estate
Mayor Pro Tem Alexander motioned to convene Executive Session: Second by Councilman Thomas. The motion passed 3-2 (Blount/Gantt Opposed).

Mayor Pro Tem Alexander motioned to end Executive Session: Second by Councilwoman Barber. The motion passed 3-0 (Blount/Gantt were not present for the vote).

Councilwoman Barber Motion to reconvene the meeting: Second by Mayor Pro Tem Alexander. The motion passed 3-0 (Blount/Gantt were not present for the vote).

Mayor Pro Tem Alexander motion to adjourn the meeting: Second by Councilman. The motion passed 3-0 (Blount/Gantt were not present for the vote.) 9:30 p.m.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC	Anthony S. Ford, Mayor

Stockbridge

Where Community Connects

COUNCIL MEETING
SUMMARY MINUTES

MONDAY, JULY 12, 2021 6:00 P.M.

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

Administration
Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, 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 Councilwoman Gantt.

Pledge of Allegiance was recited all in unison.

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

Mayor Pro Tem Alexander motioned to adopt the Agenda: Second by Councilwoman Gantt. The motion passed 5-0.

Councilwoman Barber motioned for the Approval of the Minutes for the following meetings: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

1. 4/15/21 2. 5/10/21 3. 5/25/21

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

Sunny Randazzo asked the city to address the bright Amphitheater lighting facing the residents of Bryant Street throughout the night and expressed concerns of cost and the environment.

CEREMONIAL

4. Proclamation - DeVry University Celebrating 90 years presented by Mayor Ford
   Ms. Moore thanked the city of the recognition of the school's 90th anniversary and gave an overview of the education opportunities, and desire for partnerships throughout the community.
5. Proclamation - Archbishop Ruth W. Smith presented by Mayor Ford
6. Proclamation - U. S. 12th. Amendment presented by Mayor Ford

OLD BUSINESS

7. Council Consideration to approve the TSPLOST Intergovernmental Agreement (IGA) between the City of Stockbridge, Henry County, and the cities of Hampton, Locust Grove and McDonough.
   Presented by Randy Knighton - City Manager
   Mr. Knighton noted Council has discussed the TSPLOST (Transportation Special Local Option Sales Tax) and approved a list of projects for $30.5 million which includes a contribution for the city with a few joint projects with the County and includes the Rock Quarry Rd extension and resurfacing projects; noted the IGA (Intergovernmental Agreement) was approved by the County and provided to the Cities for approval and once everything goes through, the County will call for the referendum vote on November 2, 2021; noted he is recommending approval of the IGA (Intergovernmental Agreement) with the total amount of the TSPLOST (Transportation Special Local Option Sales Tax) estimated at $245-$250 million; and stated if the TSPLOST is approved, a significant amount of funds would be utilized for transportation projects, improvements, trails, sidewalks, etc.

   Attorney Berry added the referendum is a 1% tax and the city would get 12.75% and would be allocated to the approved project list.

   Mayor Pro Tem Alexander motioned to approve the TSPLOST Intergovernmental Agreement (IGA) between the City of Stockbridge, Henry County, and the cities of Hampton, Locust Grove and McDonough: Second by Councilwoman Barber.
   The motion passed 5-0.

NEW BUSINESS

8. Council Consideration to approve Task Order No. 21 with TSW, Inc. - City of Stockbridge Parks Master Plan in the amount of $124,060.00.
   Funding Source - SPLOST
   Presented by Decius Aaron - Public Works Director
   Mr. Aaron noted staff met with Heather Hubble of TSW to look at refreshing the parks systems by upgrading the restrooms and pavilions at Clark, Memorial and Gardner parks and increasing parking at Memorial Park.

   Ms. Hubble noted TSW toured the parks with Mr. Knighton and discovered a few functional issues with how the parks would like to be used but cannot be used in the current state with the parks restrooms not being up to code; noting all three (3) parks needs to have the existing infrastructure looked at and improve them with the hopes of not discarding some of the existing infrastructure; and proposed to have a survey completed for all three (3) parks to understand the physical infrastructure, which is ½ of the proposal and the other ½ of the proposal going towards design work; noted TSW will create a set of bubble diagrams for each park that will show how the infrastructure could be used and discard some of the existing infrastructure to improve them along with options and cost. Ms. Hubble noted the survey would include topography, existing trees, location of the structures and utilities.

Councilman Thomas noted his concern is connectivity to the Martin Luther King Sr. Heritage Trail and the Reeves Creek Trail which is currently fragmented and lacks parking at Memorial Park; noted there needs to be accessibility to access Memorial Park from Martin Luther King Sr. Heritage Trail.

Mr. Bryan Bays of TSW noted two (2) of the things mentioned by Councilman Thomas are external to the parks and noted the park connectivity and access are not in the scope of work, but are very valuable; however, parking is a part of the proposal for all three (3) parks.

Councilman Thomas noted there needs to be a way to access Memorial Park without going through the neighborhood.

Mr. Knighton noted the scope would be expanded for TSW to assess and analyze the current and future projects the city has.

Councilman Thomas inquired how citizens would access with vehicles Memorial Park from Rock Quarry Rd and Martin Luther King Sr. Heritage trail.

Ms. Hubble noted there be a scope extension and would need to be more of a survey limit.

Mayor Pro Tem Alexander noted the city has several access points to get to the Reeves Creek Trail and supports increasing the scope of work and mentioned including the entire city in the Parks Master Plan.

Councilman Blount inquired if the study would address the drainage issue at Clark Park.

Ms. Hubble noted the issue has been noted and will need to be addressed.

Mr. Bays noted the survey would not be a detail engineering study, but more of where the lines would be and where they could fill in due to the area being in a flood plain and would provide a recommendation from the study.

Mr. Knighton noted staff could look at the vehicular access and other concerns mentioned in a more comprehensive parks master planning assessment.

Councilwoman Gantt inquired on a funding source and budget amount.

Mr. Knighton noted funding would be determined once the assessment is completed with an approval amount set by Council; with $1.5 million in SPLOST IV that could be used with additional funding sources.

Councilwoman Barber inquired if it would be appropriate to approach Georgia Power with adding an entry way or partnering up where the easement is located on Rock Quarry Rd.

Mr. Knighton noted he believes it would be appropriate to converse about potential use of the easement.

Councilman Thomas motioned to approve Task Order for Clark & Gardner parks scope of work and issue a new scope of work for Memorial Park and setting the funding aside for Memorial Park: Failed for lack of a 2nd vote.

Councilwoman Barber motioned to task TSW to prepare a Parks System Plan for the City with Memorial Park to be priority: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

9. Council Consideration to approve Reeves Creek Pedestrian Bridge Project Change Order No. 1 in the amount of $55,845.50
   Funding Source - SPLOST
   Presented by Decius Aaron - Public Works Director
   Mr. Aaron noted this is the final Change Order for the project which would replace sidewalk panels and remove trees that could potentially damage trail even more; and noted the vendor removed trees and replaced the cracked sidewalk panels.

   Councilwoman Barber motioned to approve Reeves Creek Pedestrian Bridge Project Change Order No. 1 in the amount of $55,845.50: Second by Councilwoman Gantt. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford referenced the TSPLOST IGA (Intergovernmental Agreement) between the four cities and Henry County that he will sign tomorrow, noting Henry County is the 2nd fasting growing county in the state and in the Top 10 in the nation and continues to get bigger and more diverse; referenced the gridlock on many of the streets and highways where the proposed TSPLOST will generate an estimated $245 million dollars to help fund road and transportation projects in the County and encouraged everyone to vote yes; noted the Delta Variant of COVID-19 is very active and the pandemic is still with us, and asked that everyone get tested and vaccinated; noted COVID-19 testing appointments are available Monday - Friday from 10am - 3pm and Saturday 9am - noon by calling 800-847-4262; noted you must contact the Public Health Department at 888-457-0186 for COVID vaccination appointments Monday - Friday from 8am - 8pm and Saturday & Sunday from 8am - 5pm where you will be asked about your demographics, health history, age, past infections, COVID testing, COVID vaccination status, and contact information and asked everyone to listen to the information from the health officials noting the data is true and important and expressed that everyone should get tested and vaccinated.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates**.**

- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Jul 20)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Jul 20)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Jul 22)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted (July 27).
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Aug 13)
- City Council Meeting at 6:00 p.m. Via Zoom – Revised Schedule - Monday. (Aug 16)

CITY EVENT/INITIATIVES

Food Truck Tasty Tuesday returns to Clark Park 111 Davis Rd. Dates: July 20th July 27th, August 3rd, and August 10th 5pm - 8pm.

Please join Councilwoman Gantt for the "Let's Get Back to Normal" Food Truck Council Initiative on Tuesday, July 13th from 5:30 p.m. to 8:00 p.m. at Clark Park.

Please join Councilwoman Barber at the Merle Manders Conference Center for the Blood Drive Council Initiative on Saturday, July 17th from 10 a.m. to 4 p.m. Please donate.

Please join the Main Street Program for the first mural unveiling on Friday, July 16th at 6:30 p.m. at Harrell Street & North Henry Blvd.

EXECUTIVE SESSION

Councilwoman Gantt motioned to convene Executive Session for Real Estate, Personnel and Litigation: Second by Councilman Blount. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to end Executive Session: Second by Councilman Thomas. The motion passed 3-0. (Barber/Gantt were not present for the vote).

Mayor Pro Tem Alexander motioned to reconvene the meeting: Second by Councilman Thomas. The motion passed 3-0. (Barber/Gantt were not present for the vote).

ADJOURN

Mayor Pro Tem Alexander motioned to adjourn: Second by Councilman Thomas. The motion passed 4-0. (Gantt was not present for the vote). 10:30 p.m.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor

Where Community Connects

WORK SESSION MEETING
SUMMARY MINUTES

TUESDAY, JULY 27, 2021 6:00 P.M.

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

Administration
Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, 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 Pro Tem Alexander.

Pledge of Allegiance was recited all in unison.

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

Mayor Pro Tem Alexander motioned to amend the agenda item #5 from Public Hearing and place under New Business allowing for public comments: Second by Councilwoman Barber. The motion passed 5-0.

Review of the Minutes for the following meetings**:** No Action
1. 6/14/21 2. 6/27/21

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted. None

PRESENTATION

3. FY2020 Financial Audit/CAFR Report
   Presented by Hope Pendergrass, Mauldin & Jenkins
   Ms. Pendergrass presented the FY2020 Audit noting the City received an Unmodified Clean Opinion, which is the best you can get; noted the Fund Balance was strong and exceeds annual expenditures, and stated not many governments can say that, especially without having a city tax; noted six million dollars was transferred to Capitol Projects and the Merle Manders Conference Center; noted the URA transferred to pay the City Hall debt; and noted Water and Sewer had positive cash flow and the City's financials overall were very strong; noted there were Findings related to the timing of items being processed either before or after the 12/31 date where material adjustments were made and made recommendations to staff how to correct going forward.

   Mayor Ford asked Ms. Pendergrass to explain Unmodified Clean Opinion.

   Ms. Pendergrass noted an Unmodified Clean Opinion means it is a standard report that has a clean opinion, and the financial statements are correct as of 12/31/2020, noting it is the best you can get.

   Mayor Pro Tem Alexander inquired on how much was left over with the year- end fund balance and Hotel/Motel taxes.

   Ms. Pendergrass noted the year-end was $17 million dollars; noting transfers for the Amphitheater and Merle Manders Conference Center; and stated public facilities such as these bring great things to the community, although not self- sustaining, they are economic engines that bring business, restaurants and retail encouraging economic development in the community.

   Councilwoman Gantt noted the Fund Balance was $17 million and asked how much of Fund Balance was liquid cash.

   Ms. Pendergrass clarified Fund Balance does not necessarily equal cash in the bank and part of the fund balance is related to properties acquired by the Downtown Development Authority (DDA) which makes up about $2.2 million dollars.

   Councilwoman Gantt inquired how much liquid cash the City has in the General Fund.

   Ms. Pendergrass noted there was $11 million as of 12/31/2020.

INFORMATIONAL

4. FY2021 Mid-Year Budget Review
   Presented by John Wiggins, City Treasurer
   Mr. Wiggins presented the City's FY2021 Mid-Year review noting the city was trending in a positive direction with an increase in permits and LOST

Local Option Sales Tax revenue up as well; and noted the City's FY2020 surplus was $3.9 million dollars.

Mr. Wiggins noted the 2021 Operating and Capital Budgets totaled $46 million with the Fund Balance totaling $16,286,058 as of 6/30/2021.

Councilman Thomas inquired on licenses and permits revenue from January-June 2021. Mr. Wiggins noted the license and permits budget started at $1,027,589 at the beginning of the year; with collecting: $227,338 in January, $441,487 in February, $26,867 in March, $40,495 in April, $26,530 in May and $34,432 in June which has a total of $397,150.00.

Mr. Wiggins noted in the General Fund Mid-Year Revenues Analysis; revenues have increased by $127,834 (16%), Local Option Sales Tax (LOST) has increased by $91,340 (18%), Franchise tax has increased by $3,012 (7%), expenditures are over revenues by $45,909 monthly and $910,224 Year to date; noted expenses have increased by $50,301 (6%) due to consultant fees, legal fees, consolidation of Information Technology (IT) charges and security upgrades; noted expenditures are short by $390,572.71 from the budget of $6,379,969 compared to actual of $5,989,396.29, which is a positive.

Mr. Wiggins noted in the Enterprise Fund Revenue Analysis compared to last year, Water & Sewer has decreased by $111,478 (11%), Storm Water Revenue increased by $24,528 (49%) and Sanitation Revenue has decreased by $529,700 (528%); noted in the Enterprise Fund Expenditures Analysis compared to last year, W&S expenditures increased by $25,485 (1.3%), Storm Water expenditures increased by $4,472 (1.7%) and Sanitation expenditures decreased by $94,341 (14%).

Mr. Wiggins noted many General Fund revenues are expected to outperform the original budget estimate such as sales tax, will continue to work with Departments to monitor their expenditures and if the City stays on course and remain fiscally conservative, the 5-year forecast projects a positive fund balance for the next 3 years.

NEW BUSINESS

5. Council Consideration to amend the Design Standards for Bridges at Jodeco: Multi-Family Development Code & Master Plan
   Presented by Brecca Johnson, Community Development Director
   Ms. Johnson noted this items referenced the 142 +/- acre Master Development guidelines approved by council on how development would be built and noted each pod will include different types of uses such as: retail, Multi-Family and Single-Family to create a work, live and play community; noted development is for the purpose of creating a 14-acre multi-family and mixed-use development with: a proposed 306 apartment units, 6,200 sq. ft proposed retail space, updating the Master Plan for Pods B, D & E, and an upgrade of modern Multi-Family/ Mixed use versus Garden style Apartments.

Mayor Ford noted Councilman Blount's power has gone out at 6:54pm.

Councilwoman Barber inquired about a price point.

Mr. Patterson of Sterling Development, LLC noted 1-bedroom units will be $1300 - $1600/month, 2-bedroom units will be between $1650-1850/month and 3-bedroom units will be $2000+/month; and further noted the percentage standpoint is: 35% for the 1-bedroom, 55% for the 2-bedrooms and 10% for the 3-bedrooms.

Mayor Ford noted Councilman Blount is back at 7:01pm.

Mayor Ford opened the floor for Public Comments.

Mr. Charles Marshall noted he is President of an organization of residents living within the north central portion of the County in the Eagles Landing area where the median income is over $100,000 and noted residents are ready to spend money and is pleased to see projects of this caliber come to the community.

Ms. Vivian Thomas inquired on the types of commercial businesses that would be included with the development.

Mr. Patterson noted it will be a smaller mixed-use and will not have restaurants at the bottom of the apartments and will be more of a boutique retail area.

Mayor Pro Tem Alexander motioned to approve to amend the Design Standards for Bridges at Jodeco: Multi-Family Development Code & Master Plan: Second by Councilman Blount. The motion passed 5-0.

6. Council Consideration to approve the Extension of and Minor Revision of a Moratorium for the acceptance of applications for buildings intended for residential purposes, also known as Resolution R21-1259.
   Presented by Brecca Johnson, Community Development Director
   Ms. Johnson noted the request is for an extension of the existing moratorium put into place in January and based on the work being done with the Unified Development Code (UDC), staff would like to comprehensively address the intent with the moratorium by keeping single-family detached subdivisions from coming into the city as rentals; noted staff is requesting the revision to address the building and rental purpose buildings to only be single-family detached homes; noted staff will continue working towards a comprehensive review of the city codes to address those types of developments in the Unified Development Code (UDC).

   Councilman Blount expressed he would like to ask Council to keep any moratoriums in place until the UDC is completed.

Mayor Pro Tem Alexander suggested looking at the City of South Fulton's Ordinance and incorporate it into the UDC with a rental cap included.

Councilman Blount motioned to approve the extension of all moratoriums through October 31, 2021 or the completion of the Unified Development Code, whichever comes first: Second by Councilman Thomas. The motion passed 5-0.

7. Council Consideration to approve a request for Road B / Argento Drive Dedication to the City of Stockbridge (Bridges at Jodeco Development). Presented by Brecca Johnson, Community Development Director
   Ms. Johnson noted this item is a request to dedicate the newly proposed Road B/Argento Drive to the city; and noted Performance Bonds and Maintenance Bonds ensure that once the development is put into place, the roads are brought up to current standards.

   Mayor Ford inquired about the dedication and wondering if it meant the city would be responsible for maintain the road.

   Ms. Johnson responded yes, it would become a city road and the City of Stockbridge would be responsible for the maintenance.

   Councilwoman Barber motioned to approve a request for Road B / Argento Drive Dedication to the City of Stockbridge (Bridges at Jodeco Development): Second by Councilwoman Gantt. The motion passed 5-0.

8. Council Consideration to approve the extension of the contract Consultant Services for the preparation of the (UDC) Unified Development Code Presented by Lindell Miller, Procurement Manager and Brecca Johnson, Community Development Director
   Ms. Miller noted the contract extension would allow consultants and the Community Development to thoroughly review the UDC sections including the Downtown area, design guidelines, set up appropriate meetings with the Planning Commission and City Council to obtain input and make revisions and prepare an updated online official zoning map.

   Ms. Johnson reiterated staff will met with the Planning Commission and Council to address concerns regarding Code changes, downtown design guidelines, sign codes and a virtual online zoning map.

   Councilman Thomas noted to use the word extension and not renewal and the submittal proposed date is October 31, 2021.

   Councilman Blount motioned to approve the extension through October 31, 2021: Second by Councilman Thomas. The motion passed 5-0.

9. Council Consideration to approve Surplus Items (Public Works Trucks)
   Presented by Lindell Miller, Procurement Manager
   Ms. Miller noted the Public Works Department is requesting that City Council declare the surplus inventory list for Trucks deemed unserviceable items, since the items can no longer be used advantageously by City staff. City staff has examined and assessed the items listed below and confirmed that the items are unserviceable and impractical. Ms. Miller noted the trucks are: 1987 Chevrolet, 2006 Ford F-350 and 2008 Swap Loader International Durastar.

   Councilman Blount motioned to approve Surplus Items (Public Works Trucks): Second by Councilwoman Gantt. The motion passed 5-0.

10. Council Consideration to approve Request for Proposal (RFP) No. 2019-00022P Renewal - CGL Facility Management, LLC, Facility Maintenance Solutions/Grounds Keeper from in the amount of $210,000.00. Funding Source: FY2021 Public Works Budget.
    Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director
    Ms. Miller noted the Public Works Department is requesting City Council's approval to renew the term contract for contract No. 2019-00022P, Facility Maintenance Solutions/ Grounds Keeper Landscaper, between CGL Facilities Management, LLC, and the City of Stockbridge, and increase the annual expenditure amount from $150,000.00 to an annual amount of $210,000.00 as approved in the FY2021 budget, to include Campground Road, Jodeco Road, Bridges at Jodeco area, and the Jodeco Road (Bridges Area) authorizing the mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

    Councilman Thomas questioned Public Work's use of outsourcing rather than training staff to have the capabilities to complete the duties requested more training opportunities be offered in the Public Work General Maintenance Department.

    Mr. Aaron noted this contract is for the additional right-of-way areas the city has in place with a budget of $210,000; noted the city and has been advertising for since January eight (8) Public Works Technician positions that were approved in the FY2021 budget that have yet to be filled due to COVID crisis; and noted the County notified the city on June 30th they will no longer cut the city limits of Campground Rd.

    Councilman Thomas inquired on the types of training available.

    Mr. Aaron noted GDOT has LTAP programs available for Public Works and General Maintenance workers as well as flagging training, but its up to the individual to take training courses.

Mayor Pro Tem Alexander inquired what other changes were made.

Mr. Knighton noted the contract is related to corridors with an approved budgeted amount and the bulk of Campground rd. is situated in the city limits; and noted in the Service Delivery Strategies Agreement (SDS), roads that were deemed in the county as of 2019 are still within the county and will be maintained by the county.

Mayor Pro Tem Alexander motioned to approve a Request for Proposal (RFP) No. 2019-00022P Renewal - CGL Facility Management, LLC, Facility Maintenance Solutions/Grounds Keeper from in the amount of $210,000.00: Second by Councilwoman Barber. The motion passed 5-0.

11. Council Consideration to award a fixed contract to the lowest responsive, responsible bidder, Summit Construction and Development, LLC, Invitation to Bid (ITB) number 2021-0003, for the City of Stockbridge East Atlanta Rd./Lee Street Roadway Improvements, in the total amount of $2,644,451.02. Funding Source: SPLOST
Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director
Ms. Miller noted the City of Stockbridge Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, Summit Construction and Development, LLC, Invitation To Bid (ITB) Number 2021-0003, for the City of Stockbridge East Atlanta Road/ Lee Street Roadway Improvements, in the total amount of $2,644,451.02, and will consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project.

Mr. Knighton added it is related to the full right turn lane on East Atlanta Rd. and the intersection improvements and realignment on North Lee St. and South Lee St.

Councilwoman Barber inquired on how long it will take the project to be completed and noted she would like to see a draft of the contract.

Mr. Knighton noted about 9 months from start to finish if approved.

Councilman Thomas expressed his concerns with the dates and inquired how could the city have concerts at the amphitheater while there is construction going on.

Mr. Knighton noted the engineers will put out an extensive time frame to make sure they cover anything related to weather and unforeseen circumstances.

Mayor Pro Tem Alexander motioned to approve award a fixed contract to the lowest responsive, responsible bidder, Summit Construction and Development, LLC, Invitation to Bid (ITB) number 2021-0003, for the City of Stockbridge East Atlanta Rd./Lee Street Roadway Improvements, in the total amount of $2,644,451.02: Second by Councilman Thomas. The motion passed 5-0.

2nd Motion: Mayor Pro Tem Alexander motioned to have Staff directed to prepare an RFP for beautification from the new Amphitheater Road along N. Lee Street to Bryant Street and bring to the Council at the August 31, 2021 Work Session for approval: Second by Councilman Thomas. The motion passed 5-0.

12. Council Consideration to the Quiet Zone Designation at Love Street and consent to the closing of Nolan Street.
Presented by Randy Knighton, City Manager
Mr. Knighton noted the proposed Resolution would set in motion with Norfolk Southern and begin a series of steps that would lead to the quiet zone and closing of Nolan St. with a payment from Norfolk Southern to the city in the amount of $50,000 and additional $7,500 from GDOT which could be used to help construct the quiet zone.

    Councilman Thomas noted he is in favor of the Quiet Zone Designation and not in favor of closing Nolan Street and because the two are combined in the Resolution and because of that he will abstain from voting.

    Mayor Pro Tem Alexander motioned to approve the Quiet Zone Designation at Love Street and consent to the closing of Nolan Street: Second by Councilman Blount. The motion passed 4-0-1 (Thomas Abstained).

DISCUSSION

13. Council Discussion of the amendment of job descriptions for the Executive Assistant to Mayor & Council, and Administrative Asst. to Mayor & Council positions.
Presented by Renee Wheeler, Human Resources Manager
Mr. Knighton noted the emphasis was to provide to Council an opportunity to discuss both positions and how Council would like to see specific aspects of the job duties and functions being incorporated into the job descriptions.

    Attorney Washington noted comments can be emailed to the HR Manager no later than August 13th for review.

COMMENTS FROM THE MAYOR

Mayor Ford noted with great sadness the passing of our beloved colleague and employee CieCie McGhee who worked for 5+ years for the City of Stockbridge as the Conference Center & Events Manager, noting she will be greatly missed, left us all with fond memories, was a breast cancer survivor and is now resting in a better place; and Mayor Ford called for a moment of silence in her memory; noted the Covid Delta Variant is upon us and that Henry County has had 20,446 COVID-19 confirmed cases and 319 deaths;

noted we all collectively need to get a handle on the virus and should listen to the doctors and the science, noting nearly 100% of the patients on ventilators and hospitalized have not been vaccinated; encouraged testing, because the virus is not getting any better, noting testing was available at Red Hawk Field 143 Henry Pkwy Tue and Thu by calling 800-847-4262 to schedule and appointment; and for vaccinations, please call the National Health Department at 888457-0186 for an appointment where you will be asked your demographics, health history, vaccine history and status; noted there is talk about going back to mandatory mask wearing, even if vaccinated, and asked that you look after your health, your family's health, and keep each other healthy and safe, get the right information and talk to doctors, loved ones about getting tested and/or vaccinated; asked everyone to vote yes for TSPLOST on the November 2nd ballot, if passed, Stockbridge is scheduled to receive an estimated $30.5 million to go toward road projects, trails, sidewalks, curb & gutter; noted more information is coming forward with a town hall to provide more information.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates**.**

- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Aug 13)
- City Council Meeting at 6:00 p.m. Via Zoom – ***<u>Revised Schedule</u>*** - Monday (Aug 16) * **SPECIAL DATE**
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Aug 17)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Aug 17)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Aug 26)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted (Aug 31).

CITY EVENT/INITIATIVES

Food Truck Tasty Tuesday returns to Clark Park 111 Davis Rd. Dates: July 27th, August 3rd, and August 10th 5pm - 8pm.

Please join Councilwoman Barber at the Merle Manders Conference Center for the Blood Drive Council Initiative, Saturday, August 21st from 10 a.m. to 4 p.m. Please donate.

Here's your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday August 23, 2021, from 10 a.m. to noon. Call City Hall for an appt. 770-389-7900.

EXECUTIVE SESSION

Councilwoman Barber motioned to convene Executive Session for Personnel, Real Estate and Litigation: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to adjourn Executive Session: Second by Councilwoman Gantt. The motion passed 3-0. (Councilwoman Barber and Councilman Blount were not present for the vote).

Councilwoman Gantt motioned to reconvene the meeting: Second by Mayor Pro Tem Alexander. The motion passed 4-0. (Councilman Blount was not present for the vote).

ADJOURN

Councilwoman Gantt motioned to adjourn the meeting: Second by Councilwoman Barber. The motion passed 4-0. (Councilman Blount was not present for the vote).

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC	Anthony S. Ford, Mayor

City of Stockbridge

AGENDA ITEM

MEETING DATE

September 13, 2021

- [x] RESOLUTION
- [ ] ORDINANCE
- [ ] CONTRACT APPROVAL/RENEWAL
- [ ] PUBLIC HEARING
- [ ] PRESENTATION
- [ ] BID SELECTION/AWARD
- [x] TASK ORDER
- [ ] CHANGE ORDER
- [ ] BUDGET AMENDMENT
- [ ] BUDGET TRANSFER
- [ ] PAYMENT APPROVAL
- [ ] OTHER

FUNDING SOURCE

- [ ] GENERAL FUND
- [x] FUND BALANCE
- [ ] SPLOST
- [ ] TSPLOST
- [ ] CDBG
- [ ] GRANT FUNDING
- [ ] COUNCIL INITIATIVE
- [ ] PARTNER/SPONSOR
- [ ] DEPARTMENT BUDGET
- [ ] BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Pine View Lift Station Rehabilitation and Water Way Force Main

BACKGROUND INFORMATION:

Project will replace the existing Gorman-Rupp suction lift pumps at Pine View with Flygt submersible pumps and will also include the replacement of the existing sanitary sewer force main for the Walter Way Lift Station from the lift station to the discharge location on Old Atlanta Road.

SIGNATURES:

CITY MANAGER ______________________________

CITY TREASURER ______________________________

CITY ATTORNEY ______________________________

- [ ] FINANCIAL IMPACT
- [ ] N/A

AMOUNT **$48,100.00**

ATTACHMENTS: [ ]

City of Stockbridge **Task Release No. __________28.1______________Under**
Master Engineering Services Agreement
Between the City of Stockbridge and
Carter & Sloope, Inc.

Task Release

THIS ___day of___________________, 2021 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:
Pine View Lift Station Rehabilitation and Walter Way Force Main
C&S Project No. S9100.046

2. The Work:

Our approach to this project will be similar to the approach we have executed for the Willow Springs, Glynn Addy, Old Conyers and May's Crossing 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 at Pine View and will include replacement of the existing sanitary sewer force main for the Walter Way Lift Station from the lift station to the discharge location on Old Atlanta Road. The Engineer shall provide the following Work on the Project as defined herein and as follows:

1. **Engineering Design**

Design of the Pine View Lift Station rehabilitation is to include 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 lift station pumps and their 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 connecting to the existing SCADA systems, 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 ±5200 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.

After the surveying is completed, C&S will prepare preliminary design documents for the proposed lift station rehabilitations. At approximately 60% completion, we will meet with Client's personnel to present the preliminary design for review. We will address any comments the Client has with the preliminary design and then prepare and furnish detailed final design Drawings and Specifications in a 16-division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the Project. We will submit the 100% complete Drawings and Specifications to the Client for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following general items:

a. Civil engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control.
b. Electrical engineering design including power, instrumentation and control and SCADA design.

Contemporaneous with the presentation of each design, Carter & Sloope will provide the Client with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the Project.

Carter & Sloope, Inc. will also provide the Client with one (1) full-size set of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

The number of prime contracts for this Project that is designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. **Permitting**

After the final design documents are approved by the Client, Carter & Sloope will provide technical criteria, written descriptions, and design data for the Client's use and to assist them with filing permit applications for this Project and obtaining approvals from the governmental or private authorities having jurisdiction to review and approval the final design with the understanding that it is the Client'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 on behalf of the Client to the appropriate review agencies for approval of the necessary permits to construct the Project. We will also assist the Client in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. Based on the Henry County tax maps the Pine View Lift Stations is not located on the Norfolk Southern Railroad and preparation and assistance with a Right of Entry Permit for work on the railroad right-of-way has been excluded from our scope. We anticipate submitting the following:

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

3. **Bidding**

There will be no additional fee for bidding as this work will be included in the Walter Way and Memorial Park Lift Station rehabilitations.

4. **Construction Administration**

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative during construction 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, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the construction contract period will extend an additional **60 calendar days (or 2-months)**.

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 Client 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, Interpretations and 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 and subject to any limited in the Construction Contract Documents, and prepare and issue Field Orders requiring minor changes in the 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 Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

d. *Selection of Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the testing services identified Construction Contract Documents.

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 of schedules which the Contractor is required to develop and 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. *Change Orders and Work Change Directives:* Review and recommend Change Order justifications and prepare Change Orders and Work Change Directives, as appropriate, to modify the Contract Documents as may be necessary.

i. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Client's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

j. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Client and Contractor that Engineer will not provide a decision or interpretation.

k. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgements, Engineer will not show partiality to Client or Contractor, and will not be liable to Client, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgements conducted or rendered in good faith.

l. *Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.

m. *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:

1) Determine the amount that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, 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 Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's 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 Construction Contract Documents).

2) 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 Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

n. *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client 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.

o. *Record Drawings:* Prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat 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. The extent of Engineer's review of record documents shall be to check that the Contractor has submitted all pages.

p. *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 Client 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 Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client 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 Client. 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.

q. *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 Client 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 Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.

r. *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.

s. *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 Client 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 Client 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.

t. *Post-Construction Phase:* The Engineer will, together with Owner, visit the Project with one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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 Client and the Engineer, during construction, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his Resident Project 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 as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

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 and qualified design 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 Resident Project 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 the Contractor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its 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. We will record our observations in Project observation reports and at the end of the Project, we will assemble these reports and provide the Client with one (1) hard copy and one (1) electronic copy in Adobe PDF format.

Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. For the purposes of this Task Order, we have budgeted **12 man-hours** for periodic Onsite Construction Observations.

a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the 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 Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, 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 Client 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 Client 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 Client 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 Client 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.

Task No.	Description	Fee Basis
1	Engineering Design	Lump Sum $ 36,300
2	Permitting Assistance	Lump Sum $ 1,400
3	Bidding	No Charge
4	Construction Administration	Lump Sum $ 8,600
5	Construction Observation (assumes 12 man-hours)	Hourly not-to-exceed $ 1,800
	Total of Items 1 - 5 Inclusive:	**$ 48,100.00**

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 Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, 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 as a result of Client 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 for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, Project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at **60 days**, or man-hours listed herein.
i. Preparing to serve or serving as a consultant or witness for Client 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.
j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.

l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
o. Archeological and Historical Preservation consulting;
p. Delineating wetlands or flood plain determinations.
q. U.S. Army Corps of Engineering Permitting;
r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; conducting surveys to verify the accuracy of Record Drawings content obtained from the Contractor, Owner, utility companies and other sources; and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
s. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, engineering reports to support funding applications, rates studies, etc. unless specifically included in the Basic Services;
t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
w. Preparation and assistance with Right of Entry Permit to Norfolk Southern Railroad.
x. All building and permit fees and building inspection fees
y. Assisting Client in training Client's staff to operate and maintaining specific Project equipment and systems unless included in the Basic Services

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:

Chad Peden, P.E.
Name

(706) 769-4119
Phone

cpeden@cartersloope.com
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:

____
Name

____
Phone

____
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")
Martin C. Boyd Signature By: Martin C. Boyd, PE. Title: President/Principal Engineer Date: August 26, 2021	Signature By: Randy Knighton Title: City Manager Date: __________, 2021

Battle Law

September 7, 2021

VIA EMAIL (bjohnson@cityofstockbridge-ga.gov)

Attn: Brecca Johnson
Stockbridge Planning & Zoning
4640 North Henry Boulevard
Stockbridge, GA 30281

Re: DRB Group Georgia, LLC., 438 East Atlanta Road, Stockbridge, GA

Ms. Johnson,

On behalf of DRB Group, LLC, we are hereby requesting the modification of the Development Agreement for 438 East Atlanta Road execute by the City and DRB Group, LLC dated May 25, 2021. The site plan does not reflect a tennis court, and was never discussed as a required amenity. There is simply not sufficient room on the site to provide for tennis courts without removing other amenities. Therefore, we are requesting that we ask that condition 2. B. vii. condition B. be deleted. Attached please find a copy of the executed Development Agreement marked accordingly.

Best,

Dani Blumenthal

Danielle Blumenthal
Urban Planner
Email: dlb@battlelawpc.com

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 25th day of May, 2021 by and between DRB GROUP GEORGIA, LLC, a Delaware limited liability company ("**Developer**") and the CITY OF STOCKBRIDGE, GEORGIA, a Georgia Municipal Corporation (hereinafter referred to as the "**City**"). Developer and the City may hereinafter be referred to collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH

WHEREAS, Developer has contracted to acquire certain real property comprised of +/- 25.23 acres located in Land Lots 68, 69, and 93 of the 12^{th} District of Henry County, the City of Stockbridge, Georgia and as more particularly described by Exhibit "A" attached hereto and incorporated herein and by this reference made a part hereof (the "**Property**"); and

WHEREAS, Developer proposes to develop the Property with a condominium development in accordance with the Conceptual Site Plan which comprises Exhibit "B"; and

WHEREAS, on September 8, 2003 the City rezoned the Property from RA to RM-3 (the "**Rezoning Approval**") subject to the ten conditions (the "**Zoning Conditions**") stated in Exhibit "C" attached hereto and incorporated herein and by this reference made a part hereof to allow for the development of up to 202 condominium units at a density of eight (8) units per acre; and

WHEREAS, pursuant to the Rezoning Approval, Developer is required to enter into a development agreement with the City, in form, scope and substance mutually acceptable to the parties, which embodies the Zoning Conditions of Exhibit "C"; and

WHEREAS, the Parties desire to agree on certain site-specific development controls that will apply to the Project and those agreements are set forth herein.

NOW, THEREFORE, in consideration of ten dollars in hand paid, other valuable consideration, and the mutual promises and agreements herein set forth, the parties hereto agree as follows:

1. Recitals. The above stated recitals are hereby incorporated into and made a part of this Agreement.

2. Required Development Standards Per Zoning Conditions.

A. In accordance with the Rezoning Approval, the Property shall be developed for two hundred and one (201) condominium units (the "Project") in general conformity with the Conceptual Master Plan prepared by Moore Bass Consulting for DRB Group GA, LLC dated December 8, 2020, last revised May 18, 2021 attached hereto as Exhibit "B" and incorporated herein and made a part hereof by this reference (the "Conceptual Plan").

B. Pursuant to and in accordance with Section 12.02.0312 L. of the Zoning Code of the City of Stockbridge, Georgia (the "Zoning Ordinance"), the Developer is providing the following amenities to allow for the density increase to 8 units per acre, as approved by the City:

i. 1,300 sq. ft. clubhouse;
ii. Junior-size Olympic Pool;
iii. 2 playgrounds;
iv. A minimum 200 sq. ft. children's wading pool;
v. A pocket park; and
vi. 6,072 lineal feet of walking trails a minimum of 3 feet in width.
~~vii. Tennis court – one lighted and enclosed facility, a minimum of two (2) playing courts~~

C. Developer shall install street trees along East Atlanta Road between the sidewalk and the front property line. The street trees shall be a minimum of two and one-half (2.5) caliper (d.b.h.), shall have a minimum twenty-four square foot (24 sq. ft.) planting area, and shall be spaced an average of forty-five feet (45') apart. The street trees shall consist of gingko (non-fruit bearing), Japanese zelkova and/or oak family type.

D. Sidewalks shall be installed within the public right of way along the entire frontage of the Property and extended south along the east side of East Atlanta Road until the sidewalk connects with the existing sidewalk located along the frontage of 332 East Atlanta Road. The sidewalk width shall be ten (10) feet in width with a twenty-four (24) inch curb and a two (2) foot grass strip. Developer shall not be required to acquire any right of way or easements from any third-party property owner(s)/developers to satisfy this condition or relocate underground utility lines that abut off-site properties. The acquisition of any right of way or easements needed to satisfy this subparagraph D shall be the sole responsibility of the City and shall be acquired prior to Developer commencing work on the extension of the sidewalk. Notwithstanding anything herein to the contrary, if the City does not acquire the right of right of way or easements needed to satisfy this requirement, Developer shall only be required to extend the sidewalk up to the point where sufficient right of way or easements exists for installation of the sidewalk extension, and where there are no topographic constraints or underground utilities that need to be relocated.

E. Prior to the issuance of the land development permit for the Project, Developer shall submit to the City the following in accordance with the Zoning Conditions of Exhibit "C":

i. A streetscaping plan prepared by a licensed engineer or architect, for all internal streets, and for all requirements improvements along East Atlanta Road, which streetscape plan shall include sidewalks, street trees, landscaping, street lighting and street furniture, to the extent required pursuant to the City of Stockbridge Minimum Standards issued September 2019, as amended.

ii. Written certification from the City's Community Department Director that each prospective phase of the Project has sufficient sanitary sewer capacity.

F. Prior to the issuance of any building permit for the Project, Developer shall submit to the Community Development Department elevations of the proposed townhome units that meet the following Zoning Conditions:

i. The maximum height of the units shall be forty-five (45) feet measured to the average distance between the eaves and the ridge level for gable, hip, shed and gambrel roofs.

ii. All condominiums and townhomes shall have a mixture of front facades that shall consist of covered entryway, porches, bay windows and/or balconies. Garages shall be accentuated with carriage style front garage doors; and

iii. Each unit elevation in each row of townhome units shall be separate and distinct from the other, by including, amongst other things, variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces; and

iv. Each unit shall have different brick, stucco and/or masonry theme from the other attached units.

3. **Additional Development Improvements.**

Subject to the provision for Section 2 above, Developer shall adhere to the following:

A. Guest parking shall be provided at a ratio of 0.5 spaces per residential unit and shall be provided on the basis of the number of condominium units of each bedroom size, per the specifications of the RM-3 District requirements.

B. Each residential unit shall provide a 2-car garage, attached to the main structure, and shall be accessed by private internal roads;

C. A multi-use path connection shall be provided at the southwest corner of the Project to provide pedestrian access to the existing, adjacent commercial development;

D. The community shall be gated at both entrances off of East Atlanta Road;

E. The internal driveways shall be owned and maintained by the Condominium Owners Association, and shall have a minimum pavement width of 24ft for the driving aisles, with each unit having a minimum 16ft parking pad, in accordance with International Fire Codes; and

F. The internal driveways shall have 4ft sidewalks on both sides of the driveway aisles.

G. The Developer shall submit a detailed site plan compliant with all applicable requirements of the RM-3 Zoning District, the Highway Corridor Overlay District, in accordance with the Stockbridge Zoning Ordinance and current Building and Fire Code.

4. Applicability of City Ordinances to the Project.

The Parties expressly agree that, except as otherwise expressly provided herein, all applicable City ordinances shall remain in full force and effect and the Project and Property shall be governed by all such applicable City ordinances. Notwithstanding anything set forth in this Agreement or in any ordinance that is applicable to the Property to the contrary, so long as the Project is developed materially in accordance with the terms of this Agreement, the zoning conformance status of the Project shall be deemed to be legally conforming in all respects.

5. Notices.

All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally (including by courier), or (b) on the third (3rd) day after said communication is deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after said communication is delivered to a nationally recognized overnight courier (e.g. FedEx), addressed as set forth below:

If to Developer:	DRB GROUP GEORGIA, LLC 160 Whitney St. Fayetteville, GA 30214 Attn: Jay Knight
With a copy to:	Battle Law, P.C. One West Court Square, Suite 750 Decatur, GA 30030 Attn: Michèle L. Battle, Esq.
If to the City:	City of Stockbridge, Georgia 4640 North Henry Boulevard Stockbridge, Georgia 30281 Attn: City Manager

6. Miscellaneous Provisions.

a. The Parties hereby mutually represent that all necessary approvals for such Parties to enter into this Agreement have been detailed and that by virtue of the signatures herein below, the Parties acknowledge that they are authorized to execute this Agreement.

b. The Parties intend for this Agreement to be severable, and if any provisions shall be construed to be illegal or invalid for any reason, such illegal or invalid part of this Agreement shall not affect the legality or validity of the other provisions set forth herein, provided that the Project remains practicable in the absence of such invalid or illegal provision.

c. The Parties represent and acknowledge that in executing this Agreement they do not rely upon, and have not relied upon, any representation or statement made by any other Party by any other Party's agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement except as specifically provided herein.

d. This Agreement shall be binding upon each of the Parties hereto and their heirs, administrators, representatives, executors, successors and assigns, and upon any corporations, partnerships, or business entities owned or operated by any of the Parties. This Agreement and the duties, covenants, and obligations hereby imposed constitute covenants running with the land, and are binding upon and shall inure to the benefit of the City and the Developer of the Property, and their respective heirs, successors, and assigns and their successors in title.

e. This Agreement may be executed in multiple counterparts, and all such counterparts shall be taken together so that they may constitute a completely executed Agreement between the Parties.

f. This writing represents the entire Agreement between the Parties. No amendment to this Agreement shall be effective unless consented to in writing by all Parties hereto. Notwithstanding anything in this Agreement to the contrary, minor modifications to the Project Plans may be approved by the City Manager on behalf of the City without the specific approval of the governing body, the City or any other party and without an amendment to this Agreement.

h. Upon completion of development of the Project, so long as the Project has been developed in material accordance with this Agreement, if requested by Developer, the City shall deliver to Developer an estoppel certificate confirming that the Project is in compliance with all terms of this Agreement and that Developer is in compliance with all terms of this Agreement.

[EXECUTION APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement under seal the day and year first above written.

CITY:

CITY OF STOCKBRIDGE, GEORGIA, a Georgia municipal corporation

By: ______________________
Name: Anthony S. Ford
Title: Mayor

Attest:

____
Vanessa Holiday, City Clerk

[MUNICIPAL SEAL]

Approved as to form:

____
Quinton Washington, City Attorney

[EXECUTION CONTINUES ON THE FOLLOWING PAGE]

DEVELOPER:

DRB GROUP GEORGIA, LLC, a Delaware limited liability company

Witness

By: _______________ (SEAL)
Name: J. P. Knight Jr.
Title: V. P.

<u>EXHIBIT "A"</u>

Property Legal Description

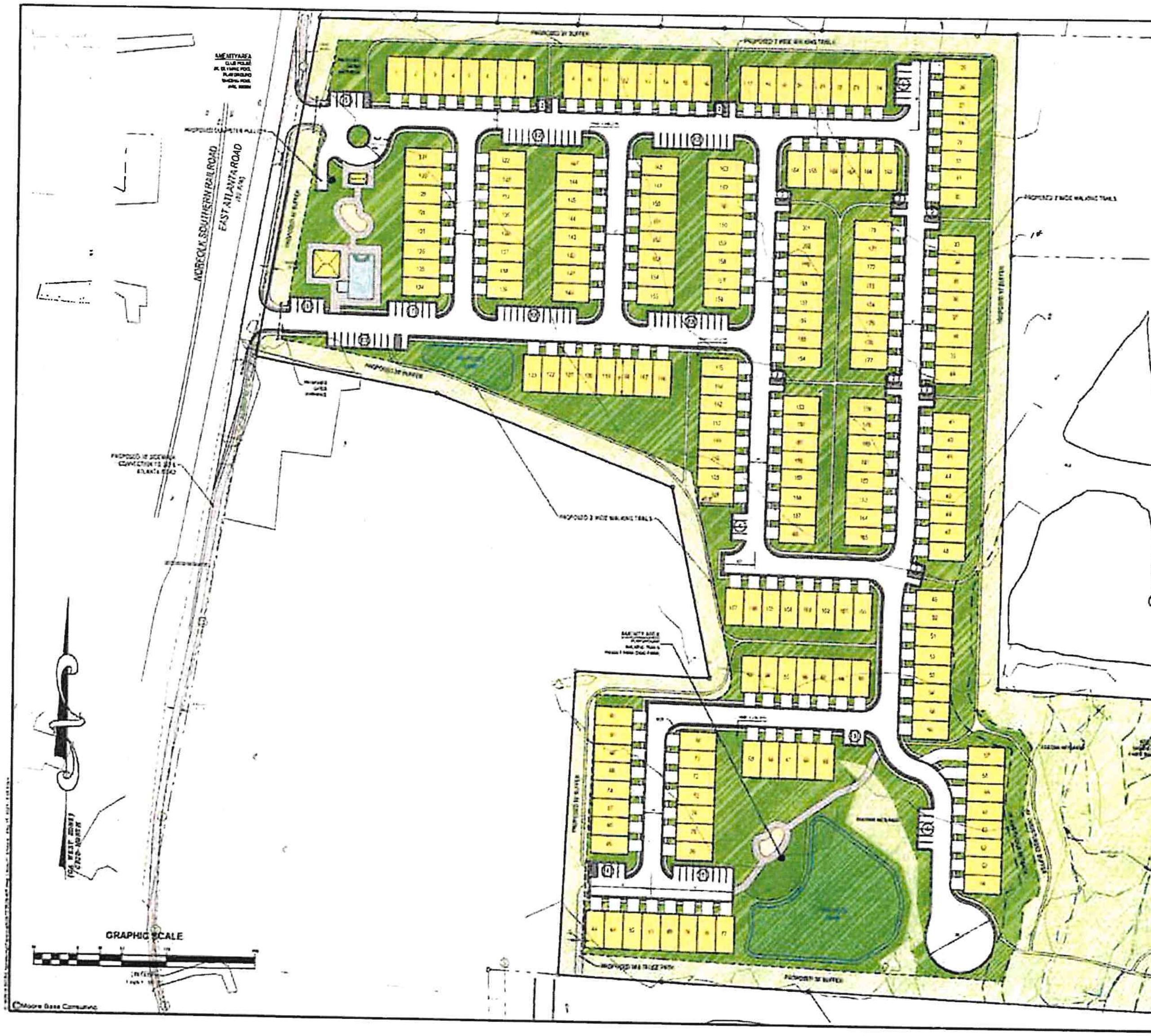
All that tract or parcel of land lying or being in Land Lot 68 & 93 of the 12th District of Henry County, Georgia, containing 25.23 acres (1,098,881 sq. ft.), as shown on exhibit entitled, "ALTA/NSPS SURVEY FOR BUILDERS PROFESSIONAL GROUP & FIRST AMERICAN TITLE INSURANCE COMPANY", prepared by Moore Bass Consulting Inc., dated 9/30/20 and being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way of East Atlanta Road (80' R/W) and the southerly right-of-way of Amanda Court (50' R/W); thence along the easterly right-of-way of East Atlanta Road (80' R/W) south a distance of approximately 200 feet to a 1/2" open top pipe found, said pipe being the TRUE POINT OF BEGINNING.

Thence leaving said right-of-way S89°19'48"E, a distance of 240.33 feet to a 1/2" rebar found; thence S89°23'50"E, a distance of 709.82 feet to a 1" open top pipe found; thence S01°16'04"W, a distance of 299.83 feet to a 1" open top pipe found and a 1/2" rebar found; thence S01°17'18"W, a distance of 586.59 feet to a 1" open top pipe; thence S87°07'52"E, a distance of 431.97 feet to a 5/8" rebar found; thence S01°59'39"W, a distance of 420.23 feet to a 1/2" open top pipe; thence N87°22'43"W, a distance of 670.06 feet to a 1/2" rebar found; thence N87°21'41"W, a distance of 200.27 feet to a 1/2" rebar found; thence N87°05'56"W, a distance of 139.82 feet to a 1/2" rebar set; thence N02°42'28"E, a distance of 410.53 feet to a 1/2" rebar set; thence S87°58'06"E, a distance of 180.42 feet to a 1/2" rebar found; thence N11°41'14"W, a distance of 262.31 feet to a 1/2" rebar found; thence N69°04'28"W, a distance of 343.90 feet to a 3/8" rebar found; thence N79°30'31"W, a distance of 250.57 feet to a point on the easterly right-of-way of East Atlanta Road (80' R/W); thence along said right-of-way N10°11'00"E, a distance of 469.53 feet to a 1/2" open top pipe found, said point being the TRUE POINT OF BEGINNING.

EXHIBIT "B"

Conceptual Site Plan



SITE DATA

1	TOTAL SITE AREA	25.23 AC
2	CURRENT ZONING	RM-3 (CONDOMINIUMS)
3	MAX ALLOWABLE DENSITY	8.00 UNITS / ACRE *
4	MAX ALLOWABLE UNITS	25.23 X 8.00 = 201 UNITS
5	PROPOSED UNITS	201 UNITS
6	PROPOSED UNIT SIZE	25 X 50
7	MAX NUMBER OF UNITS / BUILDING	8
8	MIN. DISTANCE BETWEEN BUILDINGS	40'
9	GUEST PARKING PROVIDED	126 SPACES
10	PROPOSED AMENITIES	1,300 SF CLUB HOUSE JR. OLYMPIC POOL 2 PLAY GROUNDS WADING POOL POCKET PARK (3) 2,000 LF WALKING TRAILS
11	TOTAL IMPERVIOUS AREA	13.03 AC (52% OF TOTAL SITE)
12.	TOTAL PROVIDED NATURAL VEGETATION OPEN SPACE AND COMMON AREAS	13.63 AC (54% OF TOTAL SITE)
13	TOTAL WALKING TRAILS PROVIDED	6,072 LF

* DENSITY ALLOWED UNDER PREVIOUS ZONING / DEVELOPMENT AGREEMENT

NOTES

1 THE DEVELOPMENT OF THE PROPERTY IS SUBJECT TO THE REQUIREMENTS OF CITY OF STOCKBRIDGE REZONING ORDINANCE #23-157, INCLUDING THE SPECIFICATIONS OF EXHIBIT "C" FOR REZONING CASE #RZ-03-12-5

2 THE MAXIMUM BUILDING HEIGHT SHALL BE THE LESSER OF FORTY-FIVE (45) FEET OR FOUR (4) STORIES

3 STREET TREES WILL BE LOCATED ALONG ALL STREETS INCLUDING EAST ATLANTA ROAD AT AN AVERAGE SPACING OF 40 FEET APART

MB

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Moore Bass Consulting, Inc.

1350 Keys Ferry Court
McDonough, GA 30253
770 914 9394

PROJECT NAME: CHAPARRAL CONDOMINIUMS

CLIENT NAME: DRB GROUP GA, LLC

REVISIONS

AD910.0028-MP

DATE

CONTRACT #

DRAWN BY

SEAL

SHEET TITLE: CONCEPTUAL MASTER PLAN

SHEET: 1.0

EXHIBIT "C"

Approved Zoning Conditions

This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions:

a. All requirements, not specifically waived by variance, of the RM zonmg ordinance, number 03-60, effective as of March I 0, 2003 shall be met.

b. The maximum height shall be the lesser of forty-five (45) feet or four (4) stories.

c. All condominiums and townhomes shall have a mixture of front facade consisting of covered entryway, porches, bay windows and/or balconies. Garages shall be accentuated with variations of design proticos.

d. Owner shall submit elevations of the building to the Planning and Zoning Department.

e. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.

f. Each unit shall have different brick, stucco and masonry theme from the other attached units.

g. Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines; shall have a minimum of two and one-half (2.5) caliper (d.b.h.); shall have a minimum twenty-four square foot (24 sq. ft.) planting area; and shall be spaced an average of fort average of forty-five feet (45') apart. Street trees shall consist of ginko (non-fruit bearing), Japanese zekova and/or oak family type.

h. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.

i. Sidewalks shall be installed to connect adjacent commercial property to the south and extend to the north along East Atlanta Road.

j. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

The Applicant submits to the City Manager six (6) legal descriptions and/or plats, certified by a surveyor licensed in the State of Georgia, of the Property.

Stockbridge Youth Advisory Committee

Stockbridge Youth Advisory Committee
BYLAWS

ARTICLE I-ORGANIZATION

1. The name of the organization shall be Stockbridge Youth Advisory Committee.

2. The principal office of the Stockbridge Youth Advisory Committee shall be located in Stockbridge, Georgia, in the United States of America.

ARTICLE II - PURPOSES

The following are the purposes for which this organization has been organized: To conduct activities to achieve charitable and educational objectives and to collaborate with other public, private and governmental entities to most effectively provide services to help the Stockbridge Youth Council.

All funds, whether income or principal, and whether acquired by gift or contributions or otherwise, shall be devoted to said purposes.

ARTICLE III - MEMBERSHIP

1. Powers. Bylaws, and the Policies and Procedures in effect from time to time the business and the property of the Committee shall be managed by its Committee, which may exercise all such powers of the Committee and do all such acts and things as are reserved to the Committee by these Bylaws.

2. Number, Tenure and Qualifications. The number of Committees Members shall be at least five, but not more than 20, as determined by resolution of the Committee and adopted.

3. Tenure. Each Member shall serve a term of four years and may serve consecutive terms.

ARTICLE IV - MEETINGS

1. The annual membership meeting of this organization shall be held on such date at such time as may be fixed by the Committee in the notice of meeting.

2. Regular meetings of the Committee shall be held at least four times a year, at such time and place as may be determined by the Chair, with the advice and consent of the Committee. The annual meeting of the Committee may be a regular meeting. Written notice of all meeting places, dates and times will be sent to each member at least two weeks in advance.

3. Special meetings of this organization may be called by the Chair when he/she deems it for the best interest of the organization. Notices of such meeting shall be mailed to all members at their addresses as they appear in the

membership roll book. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

4. A majority of the Committee currently elected and serving shall be considered a quorum for each meeting.

5. Any member may be removed by the Committee with or without cause upon the vote of a majority of the Committee.

6. Resignation of any Member must be in writing to the Committee.

7. Vacancies in the Committee shall be filled by majority vote of the currently serving Committee.

ARTICLE V - VOTING

At all meetings, except for the election of officers and Committee, all votes shall be by voice. For election of officers, ballots shall be provided and there shall not appear any place on such ballot that might tend to indicate the person who cast such ballot.

ARTICLE VI - ORDER OF BUSINESS

1. Roll Call.
2. Reading of the Minutes of the preceding meeting.
3. Reports of Committees.
4. Reports of Officers and Staff.
5. Old and Unfinished Business.
6. New Business.
7. Adjournment.

ARTICLE VII - OFFICERS

1. The initial officers of the organization shall be as follows:
   Chair
   Vice
   Chair
   Secretary
   Treasurer

2. Duties of Officers:
   Chair: Shall preside at all meetings of the Committee; perform all duties incidental to the office and such other duties as may be prescribed by the Committee from time to time.
   Vice Chair: Shall preside at Committee meetings in the absence of the Chair; perform other duties assigned to Chair in the absence of the Chair.
   Secretary: Shall keep the minutes of the Committee meetings; perform correspondence duties of the Committee.
   Treasurer: Shall oversee the receipt and disbursement of Committee funds; supervise bond transactions; perform other duties as assigned by the Chair.

3. Committees: The Committee, by resolution adopted by a majority of the Committee in office, may designate one or more committees.

4. Term of Office: Each officer shall continue as such until the next annual meeting of the Committee or until his or her successor shall be appointed.

5. Officers shall by virtue of their office be members of the Committee.

Stockbridge Youth Advisory Committee

ARTICLE VIII - CONFLICT OF INTEREST

No Committee Member shall: (i) engage in any course of conduct which will result in a conflict of interest or potential conflict of interest.

ARTICLE IX - WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Georgia Nonprofit Corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated thereon, shall be deemed equivalent to the giving of such notice.

ARTICLE X - FISCAL YEAR

The fiscal year of the Corporation shall begin the first day of July and end the last day of June each subsequent year.

ARTICLE XI - AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a two-thirds majority of the members of the Committee at any regular or special meeting of the Committee. Proposed amendments to the Bylaws shall be sent in writing to all Committee Members not less than thirty days prior to the meeting at which such amendments are to be considered.

Stockbridge Youth Council
ByLaws

Article I Organization

The name of the Organization shall be Stockbridge Youth Council.
The principal office of the Stockbridge Youth Council shall be located in Stockbridge, GA, in the United States of America.

Article II Purpose

The following are the purposes for which this organization has been organized: To conduct activities to achieve charitable and educational objectives and to collaborate with other public, private and governmental entities to most effectively provide services to the youth of our city.

All funds, whether income or principal, and whether acquired by gift or contributions or otherwise, shall be devoted to said purposes.

Article III Membership

Numbers, Tenure and Qualifications.
The number of Committee members shall be no more than 15 as determined by the Stockbridge Youth Council Advisory Committee.
Tenure. Each member once accepted has the ability to serve up until completion of high school graduation. Each member's "Good Standing" will be up for review before the next calendar year to determine active status.
Qualifications. Members must be rising 9th - 12th graders and reside in the city limits of Stockbridge, GA and/or the Stockbridge cluster of schools.

Article IV Meetings

The annual membership meetings of this organization shall be held on such date at such times as may be fixed by the Committee in the notice of meetings.
Regular meetings of the Committee shall be held monthly at such time and place as may be determined by the Chair, with the advice of the Advisory Board. Written notice

of all meetings, places, dates and times will be sent to members at least two weeks in advance.
Special Call Meetings may be called by the Chair when he/she deems for the best interests of the organization. Notices of such meetings shall be communicated by all channels of chosen communications.
A majority of the Committee currently appointed and serving shall be considered a quorum for each meeting.

Article V Attendance Policy

Members are Required to attend 80% of required meetings and work sessions (10) which will occur once per month during the calendar year. Council participants agree to miss no more than 4 meetings. A MINIMUM of 10 provided community service hours are required in addition to regularly scheduled meetings. Call in attendance can be approved with a valid excuse and will be provided an access code to participate in meetings via video or phone.

Article VI Good Standing

“Good Standing” is defined as
Conduct - displaying conduct that is a positive representation of the Youth Council, showing respect for others
Attendance - meeting minimum attendance requirements
Actively Engaged - providing positive contribution to event and meetings

The Stockbridge Youth Council Advisory Committee has the discretion to not approve a return to the youth council based upon the standards above.

Any member may be removed by the Advisory Committee based on neglect of the Code of Conduct, Bylaws and Attendance Policy by majority vote.

Resignation of any member must be in writing to the Advisory Committee.

Article VII Voting, Financial & Intake

1: Voting

1:1 At all meetings, except for the election of officers and committee, all votes shall be by voice. From elections of officers, ballots shall be provided and there shall not appear any place on such a ballot that might tend to indicate the person who cast the ballot.

1:2 Committees must make quorum before any and all votes.

1:3 Chairman votes only in a tie breaker.

2: Financial

2.1 We are the SYCAC, governed by the city of Stockbridge. No other city or county. Our bylaws will reflect the U.S government and city ordinances.

2.2 Our budget is approved by mayor and council annually. We must adhere to the budget by each indicated line item. Budget revision must be presented to mayor and council for approval.

2.3 All uses of funds are decided by a majority vote. All votes are recorded in meeting minutes for record keeping.

2.4 Electronic receipts are to be turned in to the committee treasurer for reimbursement.

2.5 All receipts must be submitted no later than 45 days of purchase.

2.6 Treasure is required to turn in financial vouchers to the city with two approved signatures with photocopy of receipts.

3: Membership Intake

3.1 Students must live in the city limits of Stockbridge and attend the Stockbridge cluster of schools as follows: Stockbridge High School, Dutchtown High School, Eagles Landing High School, Union Grove High School and Woodland High School.

3.2 Homeschool students must live in the Stockbridge city limits or zoned for one of the cluster of schools.

3.3 Season for recruitment is January, however students can be added at any time of year by majority vote of the SYCAC.

3.4 Each student is required to complete an application and participate in the interview process.

3.5 Students are permitted to serve up to four year terms or until completion of their senior year.

3.6 All Members must attend annual retreat for active membership status

Article VIII   Order of Business

Roll Call
Reading of the Minutes of the proceeding meetings
Reports of Committees
Old and New Business
Work Session/Forum
Adjournment

Article IX   SYC Ambassadors

Youth Mayor

- presides over all meetings of the council, generally ensuring that the council's organizational structure runs smoothly, helping to build a sense of community, and providing leadership and services to council and youth citizens. The Youth Mayor serves as the official spokesperson for the Stockbridge Youth Council.

Youth Mayor Pro Tem

- Duties include filling in for the mayor at events, running the youth council meetings when the mayor is absent.

Youth City Clerk

- Responsible for records management, documentation of youth council meetings, and public-facing service roles. Ensures that Bylaws, Rules and Regulations are adhered to and the programs affairs are in compliance with the city of Stockbridge.

Youth City Manager

- Oversees Youth Council Operations and manages the program budget. Making recommendations to the mayor and other city leaders on a variety of issues, including budgets, personnel needs and project costs. They also ensure completion and submission of reports

Council

- Review and approve the annual budget; Establish long- and short-term objectives and priorities; Oversee performance of the committee members and Oversee effectiveness of programs;

Revised 8/11/2021