



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Alphonso Thomas

Councilman Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
February 22, 2022 6:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, FEBRUARY 22, 2022 6:00 PM

Mayor & City Council

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

Administration

Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

ZOOM INFORMATION - <https://us02web.zoom.us/j/83979628788>

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE DRAFT MINUTES

- 1 Draft Minutes January 4, 2022
- 2 Draft Minutes January 10, 2022
- 3 Draft Minutes January 25, 2022

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.

NEW BUSINESS

- 4 Council Consideration to approve the 2022 Media Outdoor Link Billboard Contract for Advertising Services in the amount of \$49,400.00 with (7) billboard locations. - Presented by: Kim Jordan
- 5 The Public Works Department is requesting City Council's approval to increase the annual contract (2019-00022P) with CGL Facilities Management, LLC. for Right-of-Way Landscaping to an annual amount of \$300,000.00 as approved in the FY2022 budget. The account number is 100-42200-522000 (Right-of-Way Landscaping). The FY2021 contract amount with CGL was \$210,000.00. The staff is requesting the additional increase of \$90,000.00 to maintain the rights-of-way that were turned over to the City from Henry County in the Service Delivery Strategy (SDS).
- Presented by: Decius Aaron
- 6 The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0025) with Intercontinental Commercial Services, Inc. for janitorial maintenance services to an annual amount of \$118,080.00. The increase includes the addition of the Public Works Admin Building and Day Porter Services. Budgeted funds available in the 2022 budget account numbers 100-15650-522319 (Facility Cleaning PW Admin) and 100-15650-522321 (Facility Cleaning City Hall). The FY2021 contract amount with ICS was \$89,280.00. Staff is requesting an increase of \$28,000.00 to cover the Day Porter cleaning and the new Public Works Building.
- Presented by: Decius Aaron
- 7 The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services to an annual amount of \$255,000.00 as approved in the FY2022 Stormwater budget. This is a \$50,000.00 increase over the FY2021 budget. The account number is 510-42500-542515 (Stormwater Repair). Staff has noticed a substantial increase in materials and related costs due to COVID and wanted to ensure sufficient funding was available for stormwater repair projects. Staff is also proposing to engage in more stormwater repairs in FY2022 to comply with its MS4 Permit.
- 8 The Public Works Department is requesting City Council's approval for a budget adjustment for annual landscaping services for Government Buildings in the amount of \$300,000.00 and Amphitheater in the amount of \$75,000.00. The Public Works Department is also requesting City Council's approval to increase the annual contract (RFP 021-0004) with Yellowstone Landscaping, LLC for facility landscape maintenance services to an annual amount of \$375,000.00, the FY2021 contract amount was \$300,000.00. The increase includes the addition of the Amphitheater. The account number is 100-15650-522219 (Landscaping) and 565-61800-522219 (Landscaping).

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS - 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.

□ Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month Levi Meeting Room - City Hall (Mar 9) □ Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom (Mar 11) □ City Council Meeting, Second Monday of each month – Via Zoom (Mar 14) □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Mar 15) □ Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Patrick Henry Meeting Room - City Hall (Mar 15) □ Planning Commission Meeting, 4th Thursday at 6:30 p.m. Via Zoom – (Feb 24) □ City Council Work Session Meeting, Last Tuesday of each month – Via Zoom (Mar 29)

UPCOMING CITY EVENTS/INITIATIVES • A Continuous Salute to Veterans: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: zpearson@cityofstockbridge-ga.gov Thank you for your service! • Join Councilman Alexander for a virtual Community Update Town Hall, Thursday, February 24, 2022 at 7:00 p.m. The Town Hall will broadcast Live on the city's Facebook page. • Join Mayor Pro Tem Thomas for the 11th Annual African American Heritage Celebration, Saturday, February 26th at 4:00 p.m. The program will broadcast Live on the city's Facebook page. • Here's your opportunity to Meet the Mayor, and voice your questions and/or concerns Monday, February 28, 2022 from 10 a.m. to noon. Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248. • Join Councilman Alexander for the 7th Annual Women's History Month Celebration, Sunday, March 6th at 3:00 p.m. The program will broadcast Live on the city's Facebook page.

ADJOURNMENT



SPECIAL CALLED MEETING SUMMARY MINUTES

TUESDAY, JANUARY 4, 2022 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

Vacant, 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 Ford.

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 except Councilwoman Gantt.

Councilwoman Barber motioned to adopt the Agenda; second by Mayor Pro Tem Alexander. The motion passed 4-0.

EXECUTIVE SESSION

1. Executive Session - Personnel

Councilwoman Barber motioned to convene Executive Session for Personnel; second by Councilman Thomas. The motion passed 3-0-1 (Councilman Blount Abstained).

Mayor Pro Tem Alexander motioned to adjourn Executive Session; second by Councilman Thomas. The motion passed 4-0.

Mayor Pro Tem Alexander motioned to reconvene the meeting; second by Councilman Thomas. The motion passed 4-0.

Mayor Pro Tem Alexander motioned to confirm the nomination of Frederick Gardiner as the City Manager; second by Councilman Blount. The motion passed 4-0.

Mayor Pro Tem Alexander asked for a brief overview be provided to the public regarding the role of the City Manager.

Mayor Ford noted that he has been in the dual role of Mayor and Acting City Manager noting the City Manager is responsible for the day-to-day operations of the city working with the Directors of each department to include the Economic Development, Community Development, Finance, Public Works, and the Clerk's Office.

Mayor Ford welcomed Mr. Gardiner, notifying him that the Council confirmed his nomination by a unanimous vote and wished him a long and successful tenure as the City Manager of Stockbridge.

Mayor Pro Tem Alexander welcomed Mr. Gardiner noting he appreciates his previous comments where he referenced teamwork and collaboration with no tolerance for not being a team player; noted unity is exactly what the city needs; and noted his selection comes at a great time to implement and carry out the city's many projects and bringing them to fruition; noted he is more than confident he will take Stockbridge to the next level, and thanked Mr. Gardiner for accepting the nomination.

Councilman Thomas greeted Mr. Gardiner with "Welcome Home"; noted his appreciation to him for accepting the position; noted he has known him for several years noting his body of work has been exemplary; noted he is impressed by Mr. Gardiner doesn't mind getting his hands dirty and gets in the trenches to get the job done; stated the relationship between the Council and City Manager to be very important along with the dynamics between staff; noted his excitement about the City and him leading the team.

Councilman Blount welcomed Mr. Gardiner noting he brings a high level of expectations; noted he comes to the city highly recommended and looks forward to the progress, and proficient workplace and collaborative efforts; and thanked God that Mr. Gardiner still resides in Henry County.

Councilwoman Barber offered congratulations and welcomed Mr. Gardiner, stating she has no doubt he will do a great job for the city as he comes highly recommended; noted she may be the only member of Council who has not met him in person, and knows that he has a vested interest in not only seeing our city do well, but he wants our entire community to thrive; and looks forward to all the possibilities.

Mayor Ford noted Mr. Gardiner's official start date will be January 18, 2022, and there will be a transition period with him meeting with the Directors. Mayor Ford introduced the Directors, the City Attorneys, and the IT Technician who all extended greetings, welcomed Mr. Gardiner and looks forward to being a part of the team.

Mayor Pro Tem Alexander noted State Representative Angela Moore sends her congratulations to Mr. Gardiner and the City of Stockbridge.

Mr. Gardiner thanked the Mayor & Council for the appointment; noted it is an honor and privilege to sit in the seat of City Manager where it is a homecoming; noted he has been a resident of Henry County and the City of Stockbridge for over 21 years and it is a pleasure to come back home and see the full the potential of Stockbridge and being a part of it; noted he is looking forward to the work and looking forward to working with the team, noting it will be collaboration and communication that will make it work, noting his former Mayor from East Point would cite *Teamwork makes the Dream Work*; noted he is looking forward to working with the team of Council, and staff working to move the city forward and doing the work, and offered thanks for the opportunity.

Mayor Ford welcomed Mr. Gardiner noting he looks forward to him working with the team and called for a motion to adjourn the meeting.

Councilman Blount motioned to adjourn; Second by Councilman Thomas. The motion passed 4-0.

Respectfully submitted by;

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



**COUNCIL MEETING
SUMMARY MINUTES**

MONDAY, JANUARY 10, 2022 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

City Manager, Vacant
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.

Call to Order by Mayor Ford.

Invocation by City Chaplain, Pastor Terrance Gattis

Pledge of Allegiance recited by all in attendance.

Swearing-In of Officials by Judge McCord

Anthony S. Ford, Mayor

Mayor Ford thanked his campaign team, supporters and citizens for entrusting him to be the City's Mayor for the next four years, and will honor that along with the City Council to the best of his ability to provide a great environment for the citizens; noted that whether you voted for him or not, he represents all citizens of Stockbridge; referenced the Amphitheater as being Phase I of the (LCI) Livable Cities Initiative to develop the downtown area of and the Cultural Arts Center coming as well, along with the implementation of the city's very own police department with Chief Trammer and staff who have been brought onboard to launch the police department mid-summer; noted the Bridges of Jodeco project is underway; noted with passing of the TSPLOST vote last November, the city is expected to receive an estimated \$30 million dollars for roads and street infrastructure improvements, and trails and connectivity throughout the city, and curb and gutter in certain neighborhood have improvements on the way; referenced his wife Alcelia, who was present in the chamber, and daughter Ariana watching online; mom with his sister in Roswell, and reflected on his father who passed away two years ago at age 95 and their competitiveness and his plans to outlive his dad; noted his service in the Army Reserves as a young Lieutenant in St. Louis, MO and his mentor, Al Greer, who he had not seen for over 20 years and happened to be at the same event and they have since connected noting Mr. Greer has family in the area, was also in attendance; thanked Mr. Greer for all that he learned from him; and thanked everyone again for the opportunity to serve another four years.

LaKeisha Gantt, Councilmember

Councilwoman Gantt referenced her two daughters who were present have grown up in politics with the youngest daughter being an infant when she was first elected and the oldest daughter was in kindergarten and both have had been able to see first-hand how government works and how you serve your community; referenced the sacrifice of raising children while in office and thanked her daughters for their sacrifice and for sharing their mom with the public to allow her to serve, telling them she loves them very much; thanked the citizens of Stockbridge for believing in her and trusting her to make the right decisions and to represent each and every one to the best of her ability and has always said it is always best to do what is in the best interest of Stockbridge and not any one individuals; stated to her colleagues she looks forward to working with each of them, while they may not always agree, they have continued to move the city forward, even during the pandemic for the benefit of the city and the county; noted there are six of them and but 30,000 residents and noted her door is always open; thanked her parents who were in attendance; thanked her business partner and close friend Devlin Cleveland who was in attendance, and the Chair of the Youth Council, Erica Harvey; noted it is a blessing to be able to serve and looks forward to the next four years.

Alphonso Thomas, Councilmember

Councilman Thomas stated he is humbled by the opportunity to serve the great city of Stockbridge again; referenced a banner in the background depicting the late Mrs. Carrie Mae Hambrick, a Stockbridge business owner for over 60 years that he had the opportunity to be mentored under; noting Mrs. Hambrick made it her life's mission to serve the under-served citizens of this city, noting he is standing on the shoulders of Mrs. Hambrick and Martin King, Sr. who have trailed the grounds of this city; thanked his heavenly father for his grace and mercy for allowing the citizens of Stockbridge to see his light for all of the citizens of Stockbridge; thanked his supporters who believed in his campaign and platform, walked with him in neighborhoods, held signs, phone banked and contributed financially; gave a special thanks to Ms. Hughes who led two successful campaigns; and thanked the citizens for seeing his light, and trusting and believing in him knowing that he will do the best of ability to serve all of the citizens of Stockbridge to ensure that each and every one of you will be able to enjoy the benefits for a great quality of life, youth and adults; looks forward to working with councilmates; and is excited about the hire of the new incoming city manager and thanked everyone again for allowing him to serve.

Mayor Ford recognized Henry County Superior State Court Judge Ralph Bailey who was sworn in last week by Governor Kemp was present.

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

Councilwoman Gant motioned to adopt the agenda: Second by Councilwoman Barber. The motion passed 5-0.

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.

Ms. Anne Moore noted she was recently widowed and spoke to the challenges for seniors getting through the holidays and thanked Councilwoman Barber for her generosity of gifts provided to the seniors, and for allowing her to accompany her to Red Oak Senior Center for Bingo and other activities and thanked her for the food and fellowship and looks forward to the next event.

The Randazzo family expressed their concerns regarding the noise coming from the concerts at the Amphitheater, and the noise that continues after two years of construction; noted they have made repeated requests for a resolution and noise mitigation for the neighborhood

NEW BUSINESS

1. Appointment and Swearing-In of Municipal Court Judge

Councilman Blount motioned to appoint Matthew McCord – Municipal Court Judge; Second by Councilwoman Gantt. The motion passed 5-0. Followed by Swearing-in by Mayor Ford.

Judge McCord referenced the loss of his father a year ago and noted as he went through some of his things, he found a sermon his dad had preached with the message love thy neighbor as thyself, noting your neighbor may not live next door, or look like you, or have the same faith, and noted the church asked his father to leave the church following that sermon; and noted the Mayor & Council and citizens of Stockbridge are his neighbors along with all of you and looks forward to the day when his job is not necessary, but in the meantime, he is honored to serve the people of this city.

2. Appointment and Swearing-In of Municipal Court Solicitor

Councilwoman Gantt motioned to appoint Julie Kert – Municipal Court Solicitor; Second by Councilman Thomas. The motion passed 5-0. Swearing-in to follow on a later date.

3. Swearing in of Council on Aging Representative

Swearing-in of DeRitha Barber to follow on a later date.

4. Swearing-In of Main Street Advisory Board Members

Swearing-In completed by Mayor Ford for the following board members:
Shomari Furtch – 2yr Term; Willie Hopkins – 2yr Term
Greg Horton – 3yr Term; Linda Jones – 3yr Term
Anika Potts – 2yr Term; Mildred E. Reed – 2yr Term

Following the swearing in, board members noted they were grateful to continue and be re-appointed to the Main Street Board and looks forward to being a part of the development of downtown Stockbridge.

5. Swearing-In of Advisory Committee Members

Swearing-In completed by Mayor Ford for the following board members:

Jodie Alexander – 2yr Term; Alfreda Gourdine – 2yr Term

Arvia Hall – 2yr Term; Shameka Jones – 1yr Term

Aaniyah Kendrick – 1yr Term; Derius Peurifoy – 1yr Term

Keely White – 2yr Term; Sharika Zellars – 2yr Term

Following the swearing in, Chairwoman Ericka Harvey welcomed the members, thanked them for volunteering and noted she is excited and looking forward to the committee leading the youth of Stockbridge; and noted Aaniyah Kendrick was an inaugural member of the Stockbridge Youth Council and is now a committee member.

Swearing-in of Youth Council Members

Swearing-In completed by Mayor Ford for the following board members:

Zipporah Barnes; Kaitlynn Nash; Simone Walker

Following the swearing in, the new members stated their excitement and looks for to seeing what is ahead for the Stockbridge Youth Council; and current member Taylor Harvey welcomed the new members and looks forward to their membership.

6. Proclamation – Martin Luther King, Jr. National Holiday

Read by Mayor Ford

7. Appointment of Mayor Pro Tem

Councilman Thomas Nominated of Councilwoman Yolanda Barber to serve as Mayor Pro Tem: Second by Mayor Pro Tem Alexander. The motion passed 4-0-1 (Blount Abstained).

Councilwoman Barber noted when she accepted the responsibilities of serving on the Council, it was with the intentions of helping our city to be better; noted the last two years we have been faced with a number of challenges, noting the pandemic which began within her first three months into office and even with that has been able to navigate through it all with the support of staff and councilmates; noted her appreciation of the nomination made by Councilman Thomas and does not take the responsibility lightly; noted everyone does not always agree with the decisions that are made, and asked for everyone to respect each other for their difference of opinion, and reiterating we must do better as that what she is charged to do, do better for the constituents, the people in the community and the stakeholders; and thanked her councilmates for entrusting her with the position.

8. Appointment of City Attorney

Councilman Alexander motioned to appoint Bell Washington as the City Attorney: Second by Councilwoman Gantt. The motion passed 4-0-1 (Barber Abstained).

Attorney Washington noted they were appreciative to the City of Stockbridge Mayor, Council and the Clerk and everyone who works with their office on a day-to-day basis to move Stockbridge forward to help to make it a great city.

Attorney Berry thanked the members of Council noting he appreciates working with the City and making sure things are kept legal and looks forward to continuing to move the city forward.

9. Council Consideration to appoint members to the Downtown Development Authority Board

Appointments postponed to January 25, 2022 meeting.

10. Appointment of the Council Liaison to the Downtown Development Authority

Councilman Alexander inquired on the recommendation made by the Downtown Development Authority board. Mayor Ford noted the recommendation was Mayor Pro Tem Barber or Councilman Alexander.

Councilman Alexander motioned to appoint Councilwoman Yolanda Barber as the Downtown Development Authority Liaison; second by Councilman Thomas – There was no vote.

Mayor Pro Tem Barber inquired if the decision had to be made today.

Mayor Ford noted it does not.

Councilwoman Barber noted she would abstain from the vote and motioned to Table the appointment; Second by Councilwoman Gantt. The motion passed 5-0.

11. Appointment of the Council Liaison to the Main Street Advisory Board

Councilman Alexander motioned to appoint Councilman Thomas as the Main Street Advisory Board Liaison; Second by Councilwoman Barber. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford noted the meeting tonight as a hybrid in-person and online format due to the pandemic; noted the Omicron virus was still out there; noted the CDC has recommended Pfizer booster for ages 12 and older and the Moderna booster for age 18 and older; and recommended everyone get vaccinated and/or your booster if you have not already done so.

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- Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month Levi Meeting Room - City Hall (Jan 12)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom (Jan 14)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Jan 18)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Patrick Henry Meeting Room - City Hall (Jan 18)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Jan 20)
- City Council Work Session Meeting, Last Tuesday of each month – Via Zoom (Jan 25)
- City Council Meeting - 2nd Monday of each month 6:00 p.m. Location TBD (Feb 14)

UPCOMING CITY EVENTS/INITIATIVES

- Please join Councilwoman Barber at the Eagles Landing Dance Center for FREE Zumba Saturdays at 8 a.m. at 627 Red Oak Road Stockbridge, GA
Councilwoman Barber noted the Zumba classes on Saturday ended December 31st.
- *A Continuous Salute to Veterans:* Please forward pictures of Veterans including name, branch, rank, and years of service as Councilman Thomas presents a special tribute to our local veterans. Pictures should be submitted to: zpearson@cityofstockbridge-ga.gov Thank you for your service!
- Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Tuesday, January 25, 2022 from 10 a.m. to noon. Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248.
- Mayor Pro Tem Alexander referenced the annual Martin Luther King Service Project taking place Saturday, January 15th from 9am – noon at I-75/Jodeco Road for clean-up and beautification for a weekend of service.

Councilwoman Barber noted today is Will Anderson Day at Dutchtown High School who honored the outstanding linebacker for the University of Alabama and wished him success in the College National Football Championship game tonight.

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

Councilman Thomas motioned to end Executive Session; Second by Councilman Alexander. The motion passed 3-0 (Blount/Gantt were not present for the vote).

Councilman Thomas motioned to Reconvene the meeting; Second by Councilman Alexander. The motion passed 3-0 (Blount/Gantt were not present for the vote).

Mayor Pro Tem Barber motioned to Reconsider the nomination and vote for Mayor Pro Tem; Second by Councilman Alexander. The motion passed 3-0. (Blount/Gantt were not present for the vote).

Mayor Pro Tem Barber motioned to nominate Councilman Alphonso Thomas as Mayor Pro Tem; Second by Councilman Alexander. The motion passed 3-0. (Blount/Gantt were not present for the vote).

Mayor Ford announced the Dr. Elizabeth Davis has just notified the City of Stockbridge that the Henry County Board of Education has selected the former Patrick Henry High School to be the site for the STEM school, here in the city of Stockbridge.

ADJOURN

Councilman Alexander motioned to adjourn; Second by Mayor Pro Tem Thomas. The motion passed 3-0. (Blount/Gantt were not present for the vote).

Respectfully submitted by;

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, JANUARY 25, 2022 6:00 P.M.

Mayor & City Council

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

Administration

Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
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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 recited in unison by all in Attendance.

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

Councilman Alexander motioned to amend the Agenda to add Discussion Item – Warming Centers; Second by Councilwoman Barber. The motion passed 5-0.

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

Review of the Minutes – No Action Taken.

1. Draft Minutes for Special Called Meeting 12/9/2021
2. Draft Minutes for Council Meeting 12/13/2021
3. Draft Minutes for Special Called Meeting 12/15/2021
4. Draft Minutes for Work Session Meeting 12/21/2021

PUBLIC COMMENTS

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OLD BUSINESS

5. Council Consideration to appoint members to the Downtown Development Authority Board.

Presented by Quinton Washington, City Attorney

Mayor Pro Tem Thomas motioned to approve the recommendation of appointees from the DDA Committee to re-appoint Roger Custin and Bob Swygert to 4-year terms; Second by Councilwoman Barber. The motion passed 4-0-1 (Gantt Abstained).

Councilwoman Gantt noted she wanted to vote separately for Robert Swygert and not collectively for the Committee's recommendation.

6. Council Consideration to appoint Council Liaison to the Downtown Development Authority.

Presented by Quinton Washington, City Attorney

Mayor Ford noted the DDA Committee has recommended either Councilman Alexander or Councilwoman Barber.

Mayor Pro Tem Thomas noted he would like to hear from both nominees.

Councilwoman Barber noted the DDA did recommend her, and she is ok with the vote and will abstain from voting.

Councilwoman Gantt noted she believes Councilman Alexander will do well on the board given his real estate background.

Councilman Blount noted he voted on Councilman Alexander due to his (7) seven years of experience on the Council.

Councilwoman Gantt motioned to appoint Councilman Elton Alexander: Second by Councilman Blount. The motion passed 4-0-1 (Barber Abstained).

7. Council Consideration to temporarily waive spending authority limits to authorize the City Manager to approve Police Department start-up purchases not to exceed a designated amount and/or specified costs for pre-approved categories.

Presented by Frank Trammer, Police Chief

Chief Trammer noted it is becoming difficult to maintain and purchase supplies with purchases over \$25,000 which require approval by Council; noted he has had conversations with Council and other law enforcement professionals who have allowed under certain circumstances in the procurement department to waive bidding on certain items; and made the request for the Police Department be granted a limited waiver of the current procurement process up to \$75,000 for essential purchases only for the Police Department which will be vetted and approved by the City Manager.

Mr. Gardiner noted he agrees seeing time is of the essence and recommends the limited waiver.

Councilman Blount noted there should be a lump sum amount and to work with that amount and inquired if there was a projected amount.

Chief Trammer noted he has spoken with Mr. Wiggins, City Treasurer who stated the Police Department has currently accrued around \$4.8 million in ARPA funding with a projection of needing \$5.5 million with an additional need between \$500-\$700,000.

Mr. Wiggins noted majority of the large purchases have come to Council for approval such as vehicles, technology, and equipment; noted the extra \$500,000 being proposed is already in the ARPA funds but has not been identified on what it will be used for.

Councilwoman Gantt noted she is fine with it, as long as it's in the budget and each department is able to have that same leeway at some point.

Mayor Pro Tem Thomas noted he understands the urgency and is ok with the process and spoke on an email that was sent by him requesting reports.

Councilwoman Gantt motioned to approve to temporary waiver spending authority limits to authorize the City Manager to approve Police Department start-up purchases not to exceed a designated amount and/or specified costs for pre-approved categories; second by Councilman Alexander. The motion passed 5-0.

8. Council Consideration to approve the Residential Code Enforcement Fee Schedule.

Presented by Fred Gardiner, City Manager

Mr. Gardiner noted during the December meeting the Council approved the Commercial Code Enforcement Fee Schedule and requested the proposed Residential Code Enforcement Fee Schedule with more clarification and is what is being presented.

Councilwoman Gantt inquired if warnings will be given out prior to being fined.

Mr. Gardiner noted it is his understanding that will happen first.

Councilwoman Gantt motioned to approve the Residential Code Enforcement Fee Schedule; Second by Councilman Blount. The motion passed 5-0.

NEW BUSINESS

9. Council Consideration to approve Change Order #27 for work conducted by H. J. Russell & Company in the amount of \$38,268.33 for the purchase and installation of Stage Perforated Soffit panels (Acoustical) at the Amphitheater. This Change Order was recommended as a mandatory design change by the architect, TSW. The acoustical panels were installed in August 2021.

Presented by Fred Gardiner, City Manager

Mr. Gardiner noted this would limit the amount of sound and to mitigate the sound adjacent to neighborhoods and surrounding areas and has been recommended based on comments with work being already completed in August 2021.

Carl Trevathan, Project Manager (Keck & Wood) clarified and noted the expenditure for the change was contemplated in the previously approved budget in February 2021 and will need no additional funding and does exceed the threshold amount the City Manager is able to approve.

Councilwoman Barber inquired on how it would work and requested a visual image.

Ms. Heather Hubble of TSW noted there was no visual to present, however, it would be located at the ceiling of the stage with wood paneling and directly above the stage is a gray perforated panel which allows sound to come up and be absorbed by a soft acoustical blanket that traps the sound which keeps it from bouncing to additional locations.

Councilwoman Barber inquired if these panels were installed prior to the September and October 2021 concerts.

Ms. Hubble confirmed they were installed in prior to the concerts and noted there are still concerns with sound even with the installation and wondered if additional work could be completed.

Carl Trevathan noted it was only meant for the acoustics of the stage and listening environment of the audience and not beyond the amphitheater.

Mr. Gardiner noted staff would needs to look at if from a cost standpoint to address equipment that could be utilized whether it be natural or man-made.

Councilman Blount noted there were previous conversations prior to the completion of the Amphitheater on what barriers would be used to mitigate sound from the Amphitheater.

Councilwoman Gantt noted she sent an email to the previous City Manager regarding citizens wanting the city to look at a digital hertz sound to help reduce sound coming from the back of the Amphitheater.

Mayor Pro Tem Thomas noted for the record he made several requests for sound barriers between the Amphitheater and the adjacent neighborhood prior to the completion of the Amphitheater but received no support from Council.

Councilwoman Barber stated she was sworn in the year the construction started for the amphitheater and was not a part of approval process on where and how to construct the amphitheater. Councilwoman Barber noted she does recall having meetings and suggesting putting up walls, fencing and trees as barriers.

Councilman Alexander noted there will always be a sound problem for citizens living close to the Amphitheater and cannot put out a false hope that the sound would go away completely.

Councilman Blount motioned to approve Change Order #27 for work conducted by H. J. Russell & Company in the amount of \$38,268.33 for the purchase and installation of Stage Perforated Soffit Panels (Acoustical) at the Amphitheater; Second by Councilwoman Gantt. The motion passed 5-0.

10. Council Consideration to extend Moratoria pertaining to Resolution R21-1259 relating to building residential rental properties and R21-1286 relating to hookah Bars and/or Lounges and Cigar Bars and/or Lounges R21-1360 Moratoria Extension.

Presented by Fred Gardiner, City Manager

Mr. Gardiner noted staff has requested an extension of the Moratorium while the process of the UDC (Unified Development Code) is being reviewed by Legal with an adoption date of March 14, 2022.

Mayor Pro Tem Thomas noted to the date has moved on the UDC completion date and asks staff to adhere to the March 14th date.

Councilman Alexander noted for the citizens knowledge regarding the Moratorium, Council previously passed a Resolution that limits certain types of businesses that would saturate the city and wants to put a limit to how many can be within the city.

Councilman Blount noted there should be something in place that defines the Moratorium pertaining to certain businesses.

Councilwoman Gantt noted her concern is there are existing lounges, bars and restaurant bar/lounges that may have hookahs and noted there is a difference with having hookahs and cigars, where one may just sell hookahs and the other cigars; and noted the way the resolution is written states any existing facilities that are present and active are not allowed to have multiple selections of hookah flavors.

Mr. Gardiner noted if a previous establishment was open prior to the Moratorium, they cannot be shut down and the Moratorium only pertains to new businesses wanting to be established.

Councilman Blount motioned to approve the extension of Moratoria pertaining to Resolution R21-1259 relating to building residential rental properties and R21-1286 relating to hookah Bars and/or Lounges and Cigar Bars and/or Lounges R21-1360 Moratoria Extension; Second by Councilwoman Barber. The motion passed 5-0.

11. Council Consideration to approve Task Order No. 33.2 with Carter & Sloope GIS Mapping program for Stormwater in the amount of \$134,570.00.
Funding Source: ARPA.

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted the city currently holds an MS4 Stormwater permit and part of the permit requires the city to map and identify all the city's stormwater infrastructures, noting the city has over 20,000 and staff is required to inspect one-fifth of the structures yearly; and asked for approval for staff to have GIS located and identified.

Councilwoman Gantt motioned to approve Task Order No. 33.2 with Carter & Sloope GIS Mapping program for Stormwater in the amount of \$134,570.00; Second by Councilman Alexander. The motion passed 5-0.

12. Council Consideration to approve the Stockbridge Youth Council request to adopt Tye Street from North Henry Blvd. to Red Oak Rd. (Adopt-a-Road) program.

Presented by Decius Aaron, Public Works Director

Mr. Aaron noted in October 2021 Council adopted the Adopt-A-Road program with one of the requirements being the requestor would need to come before Council to formally adopt a road; noted this item was originally scheduled for the January 10th meeting but was pushed back and the Youth Council has already done their first clean-up during the King Holiday weekend.

Councilwoman Gantt thanked the Youth Council for making a huge community effort and adopt-a-road.

Councilman Blount concurred and noted he was proud of the Youth Council and noted during the GA Cities Summit, the Youth Council received praise from everyone and thanked Chairwoman Ericka Harvey and Youth Council Staff Liaison Randi Rainey.

Councilman Alexander concurred and noted the Youth Council showed up and showed out at the Martin Luther King service project and keep Stockbridge beautiful.

Councilwoman Gantt motioned to approve the Stockbridge Youth Council request to adopt Tye Street from North Henry Blvd. to Red Oak Rd. (Adopt-a-Road) program; Second by Councilman Blount. The motion passed 5-0.

13. Council Consideration to accept the FY17, FY18, FY19 and FY20 CDBG Sub-recipient Agreement for the City of Stockbridge in the amount of \$305,25.00 from the Henry County Community Development for the Smith-Barnes Sewer Basin Rehabilitation Phase II Project.
Presented by Decius Aaron, Public Works Director
Mr. Aaron noted staff and Falcon Design have been working on the rehabilitation project for the city's overall sewer system infrastructure improvement program which is one of several projects that is ongoing; and noted this area has been an issue for over 15 years and the project will improve and correct issues with the sewer spills in the Smith-Barnes Sewer Basin.

Councilwoman Barber inquired if this would be a lump sum.

Mr. Aaron noted the city received funding for Phase 1 and this would be Phase 2 funding.

Councilwoman Barber motioned to approve and to accept the FY17, FY18, FY19 and FY20 CDBG Sub-recipient Agreement for the City of Stockbridge in the amount of \$305,25.00 from the Henry County Community Development for the Smith-Barnes Sewer Basin Rehabilitation Phase II Project; Second by Councilwoman Gantt. The motion passed 5-0.

14. Council Consideration to award a fixed contract to the lowest responsive bidder RDJE, Inc. re; Invitation to Bid (ITB) Number 2021-0012 for the City of Stockbridge Smith-Barnes Sewer Basin Rehabilitation Phase II in the amount of \$1,204,505.00. Funding Source 898,780.00 (ARPA) and \$305,725.00 (CDBG).
Presented by Decius Aaron, Public Works Director
Mr. Aaron noted this is the awarding of the project to begin the rehabilitation of the Smith-Barnes Sewer Basin.

Councilman Alexander inquired on the city applying for additional ARPA funding.

Mr. Aaron noted the date was pushed back to show the ones who would be awarded funding.

Councilman Blount motioned to approve award a fixed contract to the lowest responsive bidder RDJE, Inc. re; Invitation to Bid (ITB) Number 2021-0012 for the City of Stockbridge Smith-Barnes Sewer Basin Rehabilitation Phase II in the amount of \$1,204,505.00; Second by Councilman Blount. The motion passed 4-0-1 (Barber Abstained).

15. Council Consideration to approve the purchase of fifty-five pistols for the City of Stockbridge police Department in the amount of \$28,162.00. Funding Source (ARPA).

Presented by Frank Trammer, Police Chief

Chief Trammer noted staff is seeking approval for the purchase of fifty-five pistols from Ed's Public Safety using a GA State contract in the amount of \$28,162.00 and using ARPA funding.

Councilman Blount noted Council just approved a procurement process and inquired if it was used for the pistols.

Chief Trammer confirmed.

Councilwoman Barber motioned to approve the purchase of fifty-five pistols for the City of Stockbridge police Department in the amount of \$28,162.00; Second by Councilman Alexander. The motion passed 5-0.

16. Council Consideration to approve the purchase of forty patrol rifles for the City of Stockbridge police Department from Ed's Public Safety Supply in the amount of \$37,080.00. Funding Source (ARPA).

Presented by Frank Trammer, Police Chief

Chief Trammer noted staff is seeking approval for the purchase of forty patrol rifles from the lowest bidder Ed's Public Safety Supply in the amount of \$37,080.00 and using ARPA funding.

Councilwoman Barber motioned to approve the purchase of forty patrol rifles for the City of Stockbridge Police Department from Ed's Public Safety Supply in the amount of \$37,080.00; Second by Councilwoman Gantt. The motion passed 5-0.

17. Council Consideration to appoint members to fill vacancies on the Stockbridge Ethics Board.

Presented by Quinton Washington, City Attorney

Attorney noted a Resolution has been drafted to fill the vacancies for the Ethics Board.

Councilman Blount inquired how many are currently on the board and what is the max of people for the board.

Ms. Holiday noted the Ethics Board is a 5-member board and there are currently two vacancies.

Councilwoman Gantt inquired if council received notice of applications for the Ethics Board.

Ms. Holiday noted the applications have been posted for some time, noting the loss of Dr. Flynn, and Mr. Binion stepped down.

Councilwoman Gantt requested to be notified of new Ethics Board applications.

Mayor Ford noted the referenced applications are included in the Council packets that shows which board they would like to be a part of.

Councilwoman Barber motioned to approve to appoint members to fill vacancies on the Stockbridge Ethics Board; Second by Councilwoman Gantt. The motion passed 5-0.

DISCUSSION

18. Warming Centers

Presented by Councilman Alexander

Councilman Alexander noted there is a concern as the city grows there are no warming centers during cold nights or senior citizens are going without heat in their homes; noted he would like Council to charge staff, through a consensus, with moving forward with research and to come back to try to establish a center.

Mr. Gardiner noted at his previous employment, they utilized fire stations as warming centers and used ARPA funds and worked with non-profit organizations to provide shelter; noted the city could look at using a fire station close by and any city building that is vacant as a warming center; and noted there should be discussions with the County and non-profit organizations as a collaborative effort.

Mayor Ford noted he shares the same concerns and noted there would need to be bedding and food and mental health on-site and will take a coordinating effort.

Councilman Blount noted he is on board.

Councilwoman Gantt noted she thinks it is something that is needed throughout the county.

Mayor Pro Tem Thomas noted he is in support.

Councilman Alexander inquired if a vote was needed.

Attorney Washington noted as long as there is a consensus with Council, no action is needed.

Mr. Gardiner noted an MOU (Memorandum of Understanding) may need to be put into place.

COMMENTS FROM THE MAYOR

Mayor Ford read the National Human Trafficking Awareness Month proclamation; noted we are still in the midst of a pandemic and hopefully things are getting better, noted free vaccinations and the booster are available to everyone age 16 and up and are being given at the Henry County Public Health Department 135 Henry Pkwy. in McDonough and the number to call for an appointment is 470-664-0005 where the Pfizer and Moderna vaccinations are being administered; noted COVID Testing is taking place Monday thru Friday from 9am – 3pm at Red Hawk Field in McDonough; note Free COVID Test Kits are available (check social media sites for information) maximum of (4) kits per household; noted you can cross over on Pfizer and Moderna Booster shot, but you must start and finish shots 1 and 2 with the same Pfizer or Moderna vaccination; noted individuals age 5 and up are eligible for the Pfizer vaccine as authorized by the CDC; encourage everyone to always check with your doctor for guidance and noted you can always reach out to the District Headquarters for Public Health in LaGrange, GA at 800-847-4262.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meetings 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.

- Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month Levi Meeting Room - City Hall (Feb 9)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom (Feb 11)
- City Council Meeting - 2nd Monday of each month 6:00 p.m. Location TBD (Feb 14)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Feb 15)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Patrick Henry Meeting Room - City Hall (Feb 15)
- City Council Work Session Meeting, Last Tuesday of each month – Via Zoom (Feb 22)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Feb 24)

UPCOMING CITY EVENTS/INITIATIVES

- *A Continuous Salute to Veterans:* Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: zpearson@cityofstockbridge-ga.gov Thank you for your service!
- Please join Mayor Pro Tem Thomas for the 11th Annual African American Heritage Celebration to be presented virtually, Saturday, February 26, 2022, at 4:00 p.m. The Honorable Pastor T. J. McBride of Tabernacle of Praise will be the Keynote Speaker.

- Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, February 28, 2022, from 10 a.m. to noon. Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248.

EXECUTIVE SESSION

Councilwoman Barber motioned to convene Executive Session for Personnel, Real Estate and Potential Litigation; Second by Councilwoman Gantt. The motion passed 5-0.

Councilman Alexander motioned to adjourn Executive Session; Second by Councilman Blount the motion passed 4-0 (Barber not present).

Councilman Alexander motioned reconvene; Second by Councilwoman Gantt. The motion passed 4-0 (Barber not present).

Councilman Blount motioned to adjourn; Second by Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



CONTRACT FOR OUTDOOR ADVERTISING

2022-01-19 10:26:06 42164-0

CONTRACTED BY:		ON BEHALF OF ADVERTISER:	
CUSTOMER #	22712 LMSC04608	CUSTOMER #	
NAME	City of Stockbridge	NAME	
ADDRESS	4640 North Henry Blvd	ADDRESS	
CITY/STATE/ZIP	Stockbridge, GA 30281	CITY/STATE/ZIP	
CONTACT	Econul Ingram	CONTACT	
EMAIL ADDRESS	ellingram@cityofstockbridge-ga.gov	EMAIL ADDRESS	
PHONE #	404-731-6465	PHONE #	
PO #			
ADVERTISER	City of Stockbridge		

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	GA 53S RR DIG. Atlanta GA, I-75 38 mi s/o Mt. Carmel Rd E/S, S/F, Regular, 1 Slot	Yes	14' x 48'	13	02/01/2022 - 01/30/2023	0.00	800.00
1	GA 53N LR DIG. Atlanta GA, I-75 38 mi s/o Mt. Carmel Rd E/S, N/F, Regular, 1 Slot	Yes	14' x 48'	13	02/01/2022 - 01/30/2023	0.00	1,100.00
1	GA 85E RR DIG. Atlanta GA, I-285 70 ft w/o Old Dixie Hwy N/S, E/F, Regular, 5 Slot	Yes	14' x 48'	13	02/01/2022 - 01/30/2023	0.00	500.00
1	GA 85W LR DIG. Atlanta GA, I-285 70 ft w/o Old Dixie Hwy N/S, W/F, Regular, 5 Slot	Yes	14' x 48'	13	02/01/2022 - 01/30/2023	0.00	500.00
1	GA 65E RR DIG. Atlanta GA, I-20 1 mi e/o Turner Hill Rd N/S, E/F, Regular, 1 Slot	Yes	10'6' x 36'	13	02/01/2022 - 01/30/2023	0.00	900.00
1	GA 53S RR DIG. Atlanta GA, I-75 38 mi s/o Mt. Carmel Rd E/S, S/F, Regular, 5 Slot	Yes	14' x 48'	2	02/01/2022 - 03/28/2022	0.00	0.00
1	GA 85E RR DIG. Atlanta GA, I-285 70 ft w/o Old Dixie Hwy N/S, E/F, Regular, 5 Slot	Yes	14' x 48'	2	02/01/2022 - 03/28/2022	0.00	0.00
Estimated Production (Contract) TOTAL						\$0.00	
Tax to be Added Upon Invoicing							
Additional Production May be Ordered Upon Request							
Grand Total (Net)							\$49,400.00

Notes:

The City of Stockbridge is being bonused, at no charge, 8 weeks of advertising (space available bonus) on GA53S and GA85E.

Agency/Advertiser hereby contracts for the outdoor advertising services described in this contract ("Contract"), which consists of the terms set forth above and the "Standard Terms" below. Contracts transmitted, approved and otherwise verified via electronic methods are to be treated as original contracts and are subject to the terms and conditions this document. This Contract must be signed by Agency or Advertiser and Link Media Outdoor or its subsidiary to be considered binding and effective.

Advertiser:

Signature: _____

Printed Name: _____ Date: _____

Agency:

Signature: _____

Printed Name: _____ Date: _____

Link Media Outdoor

Signature: _____ Name: _____

Date: _____

FOR INTERNAL USE: (T)



Sales Person
Peter Deane

Ph#: 404-455-8642

Office Address

Link Media Outdoor
200 Mansell Court East, Suite 360
Roswell, GA 30076

Ph#: 844-404-Link (5465) Fax#: 866-464-6601

**STANDARD CONTRACT TERMS AND CONDITIONS FOR
LINK MEDIA OUTDOOR AND ITS SUBSIDIARIES**

1. Advertising Services. By signing this contract, Advertiser and/or Agency, (hereinafter referred to as Advertiser) and Link Media Outdoor (hereinafter referred to as Link) agree that Link shall provide the advertising services specified on Page 1 of the contract in return for payments specified upon the terms and conditions set forth. This is a non-cancellable agreement. Advertiser may not cancel or modify this contract for any reason without the written approval from Link.
2. Advertising Agency. If this contract is signed by an Advertising Agency or if Advertiser subsequently appoints an agency to represent Advertiser, the term 'Advertiser' shall include both Advertiser and Agency with all Advertiser obligations being joint and several between Advertiser and Agency.
3. Payments/In Service Dates. New advertisers shall pay in advance for the first month of the contract plus payment in full for the production and installation of any ads, upon execution of the contract. Thereafter, Advertiser agrees to pay Link promptly, in advance, at the beginning of each billing period. A billing period is defined as a calendar month or 4-week/28 day period. All charges are net to Link.
4. Commencement Date. The Advertiser accepts that the billing begins on the Commencement Date. The actual posting may occur five business days either side of the Commencement Date, to adjust for any weather, shipping or operational delays. Advertiser will furnish approved artwork (sealed, high resolution images, fonts and colors) or materials to prepare final artwork or printed material to Link 2 weeks prior to the Commencement Date.
5. Credit. If Link has extended credit to Advertiser as a convenience to Advertiser, Link will send an invoice at regular intervals. Advertiser's obligation will not be dependent upon the receipt of said invoice. Payment for services rendered is Net 10. Past due accounts shall be charged interest from the invoice date at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less. If Advertiser disputes any charges on an invoice, Advertiser will contact Link via email to accounting@linkmediaoutdoor.com within 10 days after the invoice date ("10-day window"), stating the alleged error and providing evidence detailing the dispute. All charges will be considered accurate and agreed upon if Advertiser fails to notify Link within the 10-day window.
6. Invoices. Invoices will be sent to the accounts payable email address as designated on page 1 of this contract. Advertiser is responsible to update all address information promptly by notifying accounting@linkmediaoutdoor.com. Payments under this contract are due according to the agreed upon billing schedule, whether or not invoices have been received.
7. Credit Card Authorization. Advertiser may from time to time authorize Link to charge a credit card for all amounts due hereunder and/or under all advertising contracts between the parties. In such event, Advertiser acknowledges and agrees that Link is authorized to charge the credit card upon each invoice date under this contract for the full amount owed for that billing period, including one-time and recurring charges, specified in this contract. Advertiser agrees that such authorization shall extend to any modifications to such amounts agreed to in writing by both parties. Advertiser may revoke such authorization by written notice received by Link at least 3 days prior to the effective date of revocation. If the authorization revocation is affected without a substitute credit card authorization or a substitute payment plan being mutually agreed upon by the parties in writing with 10 days thereafter, Link may at its option consider the revocation a material breach of this contract and the provisions of Section 8 shall be applicable.
8. Breach. Advertiser agrees that failure to make payment of any invoice according to the terms and conditions of this contract shall constitute a material breach of this contract. Upon a material breach of this contract by Advertiser, Link shall have the option to exercise one or more of the following remedies: (i) receipt of immediate payment of all amounts owed plus the remaining contract balance up to a maximum of 3 period's charges, (ii) termination of this contract, and/or (iii) removal of all advertising and resale of that space. No delay by Link to act upon such a breach shall be considered as a waiver of such rights by Link. Advertiser agrees to pay all reasonable collection expenses, attorney fees and court costs incurred by Link in the enforcement of this contract, including without limitation, for the collection of any amounts due and payable to Link.
9. Copy Approval. Link, at its sole discretion, may reject or remove any advertising copy submitted by Advertiser for any reason at any time during the term of the contract. Advertiser represents and warrants that it is the rightful owner or licensee of the advertising copy, including images, and that said content and images do not infringe, violate or misappropriate any intellectual property, trademark, patent or copyright of any third party. Advertiser represents and warrants that the advertising content contains no libelous content and includes all disclaimers and other notices that may be required by statutes, laws, rules and regulations. Advertiser assumes all liability for all advertising content and responsibility for all claims arising therefrom. Advertiser shall indemnify and hold Link harmless against all costs, expenses, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising in any way from any political or otherwise controversial content in any advertising copy.
10. Ownership. Advertiser acknowledges that all advertising copy, physical ads, concepts and designs developed by Link are the exclusive property of Link for all purposes (excluding, for the avoidance of doubt, any trademarks and other intellectual property elements provided by Advertiser) and are subject to copyright ownership by Link. Such Link property may not be copied, reproduced or released to other parties or otherwise used by Advertiser or other parties without prior written approval by Link.
11. Out of Service. Acceptance of this contract by Link will be subject to the availability of any specified displays. In the event any display covered by this contract becomes unavailable, Advertiser agrees to accept, as compensation for the loss of advertising space, at Link's discretion, a move to a location of equal advertising value or an extension of the contract term beyond the termination date for a period sufficient to equal the period of advertising service lost and/or a service credit. In the event a Tri-vision or LED panel is not placed back into service within 5 working days, a credit will be issued to Advertiser for the lost service dates, as per the terms of the contract. Illumination of non-digital advertising faces will be from dusk to midnight, unless specified, with a fee, under Extended Illumination, in the contract. In the event a lamp is out on a contracted face, Advertiser must email a notification to Link. If Link is unable to illuminate the faulty lamp within 5 days of the notice, Advertiser is entitled to 25% credit against charges for the period from the notice to the corrected date, as to the contract terms.
12. Assignment. If Advertiser's business is sold or transferred during the term of this contract, Advertiser shall continue to be directly liable to Link. This contract, however, may be assigned to a successor, actual advertiser or agency only with 90 days prior written notice and the written consent of Link. This contract may be assignable by Link at any time without Advertiser's consent.
13. Technology Change. Link reserves the right at any time during the term of this contract to convert the advertising display from its present to any other outdoor advertising technology and to terminate this contract upon 30 days advance written notice to Advertiser. In such event, Advertiser will be given a first right of refusal to enter into a new advertising contract at this location at the new technology market rate.
14. Non-Liability of Link. Link shall not be liable for any failure or delay in the performance of its undertakings when due to fire, crimes committed against Link's property, acts of God, government restrictions, court orders, labor disputes, landowner lease restrictions or any actions or conditions beyond Link's control.
15. Acceptance of Contract. This contract by Advertiser shall be complete only at such time as Advertiser completes required paperwork, makes required payments and is signed by Link. Advertiser agrees that Link may contact a credit agency regarding the financial status and credit worthiness of the Advertiser. Following acceptance, this contract shall be binding upon all parties and their respective heirs, successors, administrators and permitted assigns.
16. Entire Contract. The failure of Link or Advertiser to enforce any of the provisions of this contract shall not be construed as a general relinquishment or waiver of that or any other provision. It is understood that neither party shall be bound by any contract or representation, expressed or implied, not specifically contained in the writing in this contract. This contract is the final and complete contract between the parties and may not be modified, supplemented, explained or waived by parole evidence, nor by the course of dealing, nor in any other way except by modification or change reduced to writing and signed by authorized representatives of Advertiser and Link. The person signing this contract, on behalf of the respective party represents and warrants that he/she has full authority to do so.

Advertiser's Initials



**Henry County Convention & Visitors Bureau
Digital Billboard Policy for Partners**

Tourism partners may submit art to be placed on one of the three CVB digital billboards free of charge, but the event and/or attraction must meet the following criteria.

- Event or tourism business must be located in the cities of Stockbridge, Hampton or Locust Grove or be in Unincorporated Henry County (or be county-owned/operated) to be eligible.
- Must be open to the public (local and out-of-town guests)
- Must have a tourism component (be of interest and accessible to out of town guests)
- If an event, must be an annual event and last more than 2 hours
- If an attraction, must be open 5 days a week / 4 hours each day

Submittal guidelines

- The request must be submitted in writing at least four weeks in advance of the requested start date. (i.e. date the art should begin rotating)
- Art must be submitted one week prior of the start date
- One quarter of the right hand side of the board must be reserved to include the CVB's logo (provided upon application approval) (see example)
- Art can be requested to be displayed for up to 30 days
- All requests will be considered for display on a space available basis. Space on these boards cannot be guaranteed.
- All art is subject to approval by the Henry County CVB
- Art should be submitted as a 72 DPI JPEG image
- Art should be emailed to lluker@visithenrycountygeorgia.com
- Billboard specs are as follows:

Billboard/Company	Location	Size
Whiteway	faces southbound traffic, at I-75 and SR 54 in Morrow	1408 pixels x 384 pixels
Clear Channel	faces southbound traffic, north of Exit 224	1400 pixels x 400 pixels
Lamar	faces southbound traffic, north of Exit 221	1400 pixels x 400 pixels

Design best practices

- Clean and simple is best
- No more than 7 words (you have less than 7 seconds of people's attention)
- Simple message in large, san serif font (EX: Arial)
- Event/attraction name, date and location are key messages
- Phone numbers and websites can be included, but are not recommended



**Henry County Convention & Visitors Bureau
Digital Billboard Space Request Form**

Name of Organization: _____

Contact: _____

Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

What event/attractions is to be advertised: _____

Event date (if applicable): _____ Requested start date: _____

Preferred billboard location (please rank 1-3):

____ Whiteway (Morrow) ____ Clear Channel (N/O Exit 224) ____ Lamar (N/O Exit 221)

I, _____, on behalf of _____
have read and understood the Henry County Convention and Visitors Bureau's (CVB) Digital
Billboard Policy and agree to abide by all the rules outlined therein. I understand that the CVB
is not responsible for the production/design of the billboard art and that submission of this
request does not guarantee art will be displayed. I understand that upon approval of this
request, all art must be submitted to the CVB for approval. The CVB reserves the right to refuse
to display or remove any art that is not in keeping with the CVB's overall marketing objectives.

PARTNER

Company: _____

Signature: _____

Printed: _____

Title: _____

Date: _____

HENRY COUNTY CVB

Signature: _____

Printed: _____

Title: _____

Date: _____



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 14, 2022

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ 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:

Right-of-Way Landscaping annual contract in the amount of \$300,000.00.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to increase the annual contract (2019-00022P) with CGL Facilities Management, LLC. for Right-of-Way Landscaping to an annual amount of \$300,000.00 as approved in the FY2022 budget. The account number is 100-42200-522000 (Right-of-Way Landscaping).

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$300,000.00**

ATTACHMENTS:

☐

STATE OF GEORGIA

HENRY COUNTY

CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1324

**A RESOLUTION TO AUTHORIZE AWARD OF BID FOR FACILITY
MAINTENANCE AND GROUNDSKEEPING**

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

WHEREAS, the City proposes to authorize the award of a contract for facility maintenance and groundskeeping;

WHEREAS, the City is permitted to utilize piggyback purchasing when it is efficient, convenient, and in the City's best interest to do so;

WHEREAS, on July 8, 2019, the City of Stockbridge awarded contract number 2019-00022P for Facility Maintenance Solutions. The contract was awarded to CGL Facilities Management, LLC; and

WHEREAS, State of Georgia contract 99999-001-SPD0000154-0001 was effective February 20, 2019 and City staff is requesting contract renewal through December 2022;

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

SECTION 1. Approval of Piggyback Purchase. The City is hereby authorized to enter a contract (contract number 2019-00022P) with CGL Facilities Management, LLC. pursuant to State of Georgia contract number 99999-001-SPD0000154-0001 for facility maintenance and grounds keeping. The City of Stockbridge contract will be for an estimated annual amount of \$210,000. (See Exhibit One)

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

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

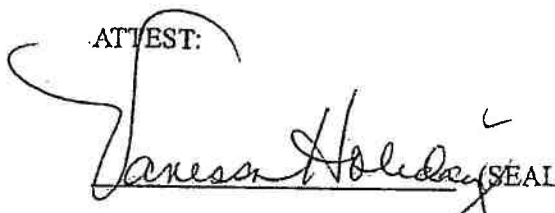
SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

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

SO RESOLVED this 27th day of July, 2021.


ANTHONY S. FORD, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON WASHINGTON, City Attorney



Where Community Connects

PROCUREMENT DIVISION

4640 North Henry Boulevard, Stockbridge, Georgia, 30281 | Phone: (770) 389-7900

CONTRACT RENEWAL EVALUATION FORM

Department: Public Work Department

Contact: Decius Aaron, Public Work Director

Contract No.: RFP No. 2019-00022P - CGL - Public Works - Beautification

The above referenced contract expires on December 31, 2021. Per the terms of the Contract, this Contract is eligible to be renewed for an additional 12-month term.

Please complete the Survey (Section 1, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please provide a brief explanation. Per Section 2, please indicate whether you wish to renew this contract.

Section 1: Contractor Evaluation

	YES	NO	N/A
1. Contractor performed all work in conformance with the Contract requirements?	☒	☐	☐
2. Contractor was responsive and professional?	☒	☐	☐
3. Are you satisfied with the quality of the work performed by Contractor?	☒	☐	☐
4. Did Contractor anticipate your needs and provide value-added services beyond the scope/requirements of the Contract?	☐	☐	☒

Comments: _____

Section 2: Renewal

☒ No, we wish not to renew. Please close Contract.

☐ Yes, we wish to renew

The contract has no renewals left. I wish to rebid. please see the attached verified scope of services.

a) Check the appropriate box below

☒ renew per the terms & requirements of original Contract
☐ renewal to include additional/modified terms & requirements, please contact me for details

Please sign and return this form to: Wanda J. Cooley - Procurement Specialist
Procurement - Contract Administration

Questions regarding this form should be directed to:

Submitted by:

Deous T. Aaron
(Department authorized signature)

Deous T. Aaron
(printed name)

Public Works Director
(title)

4/11/2021
(date)



**CONTRACT AMENDMENT # 1
RENEWAL # 1
REMAINING RENEWALS # 3**

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	CGL Facility Management LLC
Contract No.:	99999-001-SPD0000154-0001
Solicitation Title/Event Name:	Facility Maintenance Solution
Contract Award Date:	08/15/2018
Current Contract Term:	08/15/2018 – 07/14/2021

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/15/2021
End Date of New Contract Term:	06/30/2022

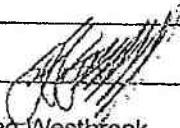
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000154-0001

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Greg Westbrook President
Date:	6/21/21
Company Address:	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349

STATE ENTITY

Authorized Signature:	<i>Lisa Eason</i>
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commission -- State Purchasing
Date:	6/30/2021
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010

Statewide Information Sheet

Statewide Contract Number	99999-001-SPD0000154-0001	NIGP Code	91001, 91060, 93625, 94155
Name of Contract	Facility Maintenance Solutions		
Effective Date	August 15, 2018	Expiration Date	July 14, 2021
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Convenience Contract
Contract Information for Supplier			Page Number
<u>CGL Facility Management LLC</u>			2
Additional Contract Information			
<u>Contract Renewals/ Extensions/ Changes</u>			3
<u>General Contract Information/Ordering Instructions</u>			4
<u>Scope of Services</u>			5
<u>Rates for Technicians and Materials</u>			6
<u>DOAS Contact Information</u>			7

Vendor Name: CGL Facility Management, LLC

Contract Information			
Statewide Contract Number		Facility Maintenance Solutions	
Contract Name		99999-001- SPD0000154-0001	
PeopleSoft Vendor Number	0000176490	Location Code	000001
Vendor Name & Address			
CGL Facility Management, LLC 1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349 TIN: 26-795410			
Contract Administrator			
Name: Greg Westbrook Telephone: 678-381-6583 Email: gwestbrook@cglcompanies.com Web Links cglcompanies.com cglgastatewide.com			
Contract Details			
1. Orders to be mailed to	See Contract Ordering Instructions		
2. Payments to be mailed to	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349		
3. Shipping Information	NA		
4. Discounts	NA		
5. Payment Terms	Net 30 Days		
6. Acceptable Payment method	Purchase Order		

Contract Renewals/Extensions/Amendments

Contract Ordering Instructions

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

Scope of Services

This is the State-Wide Contract (SWC) for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details, see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, click link below:

[Statewide Contract Scope of Services](#)

Rates for Technicians and Materials

Category: Corrective/Unscheduled Maintenance			
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
1	Chief Engineer	Hour	\$72.00
2	HVAC Technician	Hour	\$93.50
3	Electrical Technician	Hour	\$60.00
4	Electronics Technician	Hour	\$90.61
5	Fire Alarm Technician	Hour	\$90.61
6	Plumbing Technician	Hour	\$89.50
7	General Maintenance Tradesman	Hour	\$39.95
8	Generator Technician	Hour	\$95.00
9	Locksmith - Electronic	Hour	\$90.61
10	Locksmith - Mechanical	Hour	\$60.00
11	Welder	Hour	\$62.00
12	Fencing Technician	Hour	\$65.00
13	Specialty Kitchen Equipment	Hour	\$95.00
14	Groundskeeper/Landscaper	Hour	\$32.00
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
15	Chief Engineer	Hour	\$108.00
16	HVAC Technician	Hour	\$140.25
17	Electrical Technician	Hour	\$90.00
18	Electronics Technician	Hour	\$135.92
19	Fire Alarm Technician	Hour	\$135.92
20	Plumbing Technician	Hour	\$134.25
21	General Maintenance Tradesman	Hour	\$59.93
22	Generator Technician	Hour	\$142.50
23	Locksmith - Electronic	Hour	\$135.92
24	Locksmith - Mechanical	Hour	\$90.00
25	Welder	Hour	\$93.00
26	Fencing Technician	Hour	\$97.50
27	Specialty Kitchen Equipment	Hour	\$142.50
28	Groundskeeper/Landscaper	Hour	\$48.00
SubCategory: Materials			
Line Item	Description of Supply/Service	Unit of Measure	Markup (%)
29	Corrective Maintenance Material Cost	Dollar	9.6%

DOAS Contact Information

Mrs. Bennetta Daniels

Contract Management Specialist

Bennetta.daniels@doas.ga.gov

404-656-1786

For Team Georgia Marketplace question(s)

Procurement Help Desk

Telephone: (404) 657-6000

Fax: (404) 657-8444

Email: procurementhelp@doas.ga.gov

[Back to Results](#)

1 of 1 Results < >

99999-001-SPD0000154-0...
Facility Maintenance Solution

Contract Summary

Type: Convenience Statewide Contract
Supplier: CGL FACILITY MANAGE...
Dates: 8/15/2018 - 7/14/2022
Version: Renewal 0

Total Contract Value (TCV)
TCV: -

> My Lifetime Spend (USD)
> Lifetime Member Spend (USD)

Summary

Contract Information

Contract Name * Facility Maintenance Solution
Contract Type * Convenience Statewide Contract
Supplier Name CGL FACILITY MANAGEMENT LLC
Summary [View Summary](#)

Contract Dates

Begin Date 8/15/2018 12:00 AM EDT
Expire Date 7/14/2022 11:59 PM EDT

Contract Managers

Bennetta Daniels
bennetta.daniels@dnas.ga.gov
+1 404-656-1786

Purchasing Information

Purchasing Instructions * Authorized Users should contact CGL to setup a site visit. CGL will work with the agency to obtain the required information from which to develop solution and a cost proposal. Within 7 to 14 days after completion of the site assessment visit CGL will prepare and submit a fixed price cost proposal using the information obtained from the Authorized User or visually during the site visit. The Authorized User will reach final agreement on cost terms, any other additional Agency Terms and Conditions through negotiations with CGL.

Related Contract(s) -

Attachments

Display Order	Attachment	Date Uploaded
1	Facility Maintenance SWC Information Sheet FY19.pdf	4/3/2019 10:23:44 AM
2	Benefit.pdf	8/22/2018 11:35:19 AM
3	NCP Codes - Facility Maintenance.pdf	8/22/2018 11:35:34 AM



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 14, 2022

FUNDING SOURCE

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

- ☐ GENERAL FUND
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- ☐ 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:

Facility Janitorial Maintenance Services—Intercontinental Commercial Services, Inc. Annual Contract in the amount of \$118,080.00.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0025) with Intercontinental Commercial Services, Inc. for janitorial maintenance services to an annual amount of \$118,080.00. The increase includes the addition of the Public Works Admin Building and Day Porter Services. Budgeted funds available in the 2022 budget account numbers 100-15650-522319 (Facility Cleaning PW Admin) and 100-15650-522321 (Facility Cleaning City Hall).

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$118.080.00**

ATTACHMENTS:

☐

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1282

**A RESOLUTION TO AUTHORIZE AWARD OF A CONTRACT FOR
JANITORIAL MAINTENANCE SERVICES**

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

WHEREAS, the City seeks to retain janitorial maintenance services pursuant to a request for proposals issued by the City; and

WHEREAS, the staff has recommended Intercontinental Commercial Services, Inc as the preferred vendor;

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

SECTION 1. Approval of Award and Contract. City Council hereby authorizes the award of a contract to Intercontinental Commercial Services, Inc. pursuant to RFP 2020-0025 for the acquisition of janitorial maintenance services, for an annual amount of Eighty-nine thousand, two hundred and eighty dollars, \$89,280.00. The Contract is for one (1) year with an option to renew for four (4), one (1) year periods

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

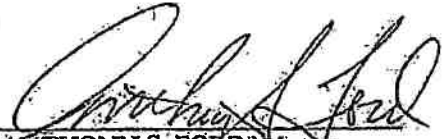
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

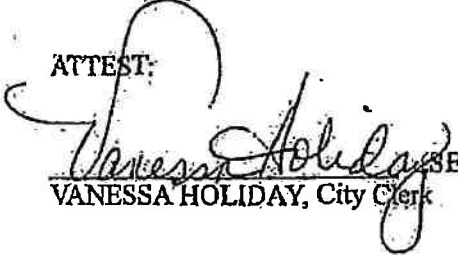
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 12th day of April, 2021.


ANTHONY S. FORD, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON WASHINGTON, City Attorney

**SERVICE AGREEMENT
BY AND BETWEEN
INTERCONTINENTAL COMMERCIAL SERVICES, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 12th day of April 2021, by and between Intercontinental Commercial Services, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

WITNESSETH:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services for janitorial maintenance services pursuant to City RFP No. 2020-0025 (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Termination.** This Agreement shall be for one (1) year, commencing on the date of execution stated above, and the City shall have the option to renew for four (4) one (1) year periods, with such option being in the City's sole discretion. If the City desires to exercise the option stated herein, the City shall provide thirty (30) days advance written notice to the Contractor of the City's intent to exercise the option. The provisions of Section 2(c) and the RFP shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth in the "Scope of Work" and related proposals submitted in response to City RFP No. 2020-0025. The Scope of Work is attached hereto as Exhibit A. The RFP, including all terms and conditions stated therein, the CONTRACTOR'S proposal(s), and any amendments to the RFP are all incorporated herein by reference and made a part of this Contract.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. **Compensation.** CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B.

4. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

Intercontinental Commercial Services, Inc.

By: Henry B. Adams

CITY OF STOCKBRIDGE, GEORGIA

By: Arthur L. Ford

ATTEST:

Careen Holiday
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

COST PROPOSAL EXHIBIT II

Instructions: The successful Contractor is required to furnish all labor, travel, resources, materials, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety. The City has several buildings and locations requiring janitorial services. Please provide an estimate of the approximate monthly cost, noting the total square footage for each site. All square footages are approximate; refer to the scope of services for Work Schedule Details and the attached floor plans.

Item No.	Building	Square Footage	Monthly Service Cost	No. of Months	Per square footage x Monthly Serv. Cost X No. of Months = Annual Service Cost
1	City Hall Offices 5 Days per week 4640 North Henry BLVD	28,000	\$ 2,340.00	12	\$ 28,080.00
2	Municipal Court Building 2 Days per week 4602 North Henry BLVD	9,900	\$ 550.00	12	\$ 6,600.00
3	Merle Manders Conference Center Administrative Building 2 Days per week 111 Davis Road	1,500	\$ 425.00	12	\$ 5,100.00
4	Merle Manders Conference Center 7 Days per week 111 Davis Road	19,200	\$ 1,875.00	12	\$ 22,500.00
5	Ted Strickland Community Center 7 Days per week 130 Berry ST	3,600	\$ 800.00	12	\$ 9,600.00
6	Public Works Maintenance Shop 2 Days per week 351 Taylor DR	25,300	\$ 875.00	12	\$ 10,500.00



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

7	WWTP 2 Days per week 100 Stapleton DR	2,700	\$ 575.00	12	\$ 6,900.00
Overall Annual Contract Cost includes Items 1-7			\$ 89,280.00		

Total points awarded for price will be determined by applying the following formula:
(Lowest Overall Annual Contract Cost / Proposer's Price) x 30 = Price Score
Please note that prices may be negotiated in the best interest of the City after the scoring is completed.



Where Community Connects

City of Stockbridge Procurement Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

THE REQUESTED COST BELOW IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT CALCULATED AS PART OF THE OVERALL ANNUAL CONTRACT COST USED AS A FACTOR IN THE EVALUATION CRITERIA.

UNSCHEDULED WORK

The Contractor shall provide a price for hourly labor costs to perform miscellaneous unscheduled work.

Price per Hour: \$ 14.50

CLEAN, STRIP & WAX/POLISH FLOORS

The Contractor shall provide a price per square foot to perform clean, strip and wax/polish of hard surfaced floor finishing in accordance with the Janitorial Performance Standards.

Price per Square Foot: \$ 0.28

SHAMPOO/EXTRACT CARPET

The Contractor shall provide a price per square foot to perform carpet shampooing in accordance with Janitorial Performance Standards.

Price per Square Foot: \$ 0.21

EXTERIOR WINDOWS

The Contractor shall provide a unit price (each) for the thorough cleaning of exterior glass/windows to include screens, adjacent trim and sills.

Price per Unit (Each): \$ 5.00

INTERIOR WINDOWS

The Contractor shall provide a unit price (each) for the thorough cleaning of interior glass/window, include blinds, adjacent trim and sills.

Price per Unit (Each): \$ 4.00

SHAMPOO CHAIRS

The Contractor shall provide a price per chair to perform shampooing in accordance with Janitorial Performance Standards.

Price per Chair: \$ 5.00



Where Community Connects

City of Stockbridge Procurement Division

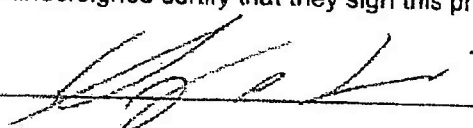
City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By:  Title CEO

By:  Title Secretary

Date: 1/6/2021

END OF PROPOSAL FORM



Intercontinental Commercial Services, Inc.

Complete Facility Services

912 Hurricane Shoals Road, NE, Lawrenceville, GA 30043

Office (678)530-0401 Fax (678)530-0402

September 28, 2021

Dennis T. Dunn
9/30/2021

Attn: Al Barnes

Re: City of Stockbridge - Public Facilities - One Time Cleaning Estimation

Dear Mr. Barnes:

Being given the opportunity to view and assess the One Time Cleaning at City of Stockbridge, ICS, Inc. is proposing a bid of:

One Time Cleaning

Price: One thousand one hundred fifty dollars (\$1,150.00)

Work Includes:

- Wiping down walls up to 6ft. With microfiber
- Wipe all baseboards
- Sweep debris around construction site
- Window Cleaning with Squeegee, inside and outside
- Scrub all LVT tiles

Price includes all labor & materials.

Thank you for allowing us to bid on this project. Please do not hesitate to call if you have any questions.

Sincerely,

Tom Kim
CEO



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 14, 2022

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ 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:

Operation Repair/Maintenance and Construction—Site Engineering in the annual amount of \$255,000.00.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services to an annual amount of \$255,000.00 as approved in the FY2022 Stormwater budget. The account number is 510-42500-542515 (Stormwater Repair).

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$255,000.00

ATTACHMENTS:

☐

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1281

**A RESOLUTION TO AUTHORIZE AWARD OF A CONTRACT FOR
ON-CALL WATER & SEWER EMERGENCY & OPERATIONAL
REPAIR/MAINTENANCE AND CONSTRUCTION SERVICES**

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

WHEREAS, the City proposes to contract for on-call water & sewer emergency & operational repair/maintenance and construction services; and

WHEREAS, the staff has recommended Site Engineering, Inc. as the preferred vendor;

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

SECTION 1. Approval of Award and Contract. City Council hereby authorizes the award of a contract to Site Engineering, Inc. pursuant to RFP 2020-0026 for the acquisition of on-call water & sewer emergency & operational repair/maintenance and construction services, for an annual amount of one hundred, fifty-nine thousand, three hundred and ninety dollars, \$159,390.00. The Contract is for one (1) year with an option to renew for four (4), one (1) year periods

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

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

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

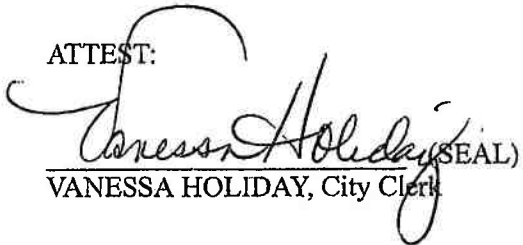
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 12th day of April 2021.


ANTHONY S. FORD, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:


QUINTON G. WASHINGTON, City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 14, 2022

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ 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:

Facility Landscape Services—Yellowstone Landscape to increase annual contract amount to \$375,000.00 with the following allocations: Government Buildings \$300,000.00 Amphitheater \$75,000.00

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval a budget adjustment for annual landscaping services. The budgets are as follow:

- Government Buildings (Landscaping 100-15650-522210) \$300,000.00
(\$175,000.00 was approved in the FY2022 Government Buildings for landscaping, however the current contract amount for landscaping is \$244,992.00).
- Amphitheater (Landscaping 565-61800-522219) \$75,000.00
(\$70,000.00 was approved in the FY2022 Amphitheater budget for landscaping, however the current contract amount for landscaping is \$74,220.00).

The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 021-0004) with Yellowstone Landscaping, LLC for facility landscape maintenance services to an annual amount of \$375,000.00. The increase includes the addition of the Amphitheater. The account number is 100-15650-522219 (Landscaping) and 565-61800-522219 (Landscaping).

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$375,000.00** _____

ATTACHMENTS:

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1382

**A RESOLUTION FOR APPROVAL OF AN AMENDMENT TO THE
CONTRACT WITH YELLOWSTONE LANDSCAPE, LLC**

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

WHEREAS, the City Council approved the initial contract with Yellowstone Landscape, LLC on September 28, 2021 for \$250,000;

WHEREAS, the City proposes to approve an increase the contract for Request for Proposal (RFP) Number: 2021-0004, Landscape Maintenance Services, for Yellowstone Landscape LLC, in the amount of \$50,000;

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

SECTION 1. Approval of Bidder. The Council hereby approves the increase of the contract pursuant to Request for Proposal (RFP) Number: 12021-0004, Landscape Maintenance Services, for Yellowstone Landscape LLC for an estimated annual amount of \$300,000. The supporting documents are attached. The original amount was \$250,000 now it is increased to a total of \$300,000.

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

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

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

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. B21-1350

**A RESOLUTION FOR THE AWARD OF LANDSCAPE MAINTENANCE
SERVICES TO YELLOWSTONE LANDSCAPE**

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

WHEREAS, the City seeks to retain landscape maintenance services pursuant to a Request for Proposals issued by the City; and

WHEREAS, the staff has recommended Yellowstone Landscape, LLC as the preferred vendor;

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

SECTION 1. Approval of Vendor. City Council hereby authorizes the award of Request for Proposal (RFP) Number 2021-0004 to Yellowstone Landscape, LLC for the acquisition of landscape maintenance services for an estimated annual amount of \$250,000.00

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Agreement
prepared for

CITY OF STOCKBRIDGE AMPHITHEATER

Not yet submitted

Decius Aaron
Public Works Director
City of Stockbridge

4650 North Henry Boulevard,
Stockbridge, GA 30281

EXHIBIT "A"
PERFORMANCE STANDARDS

CITY OF STOCKBRIDGE AMPHITHEATER

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICES INCLUDED	PROPERTY VISITS
Mowing	32
Detailing	45
IPM - Fertilization & Pest Control	12
Irrigation Inspections with Start up and Shut down	12
Mulch	1
Pine Straw	2
Annual Flowers	2
Hand Watering	156

EXHIBIT "B"
LANDSCAPE MANAGEMENT SERVICES PRICING SHEET

CITY OF STOCKBRIDGE AMPHITHEATER

CORE MAINTENANCE SERVICES INCLUDED

Turf

Includes Mowing, Edging, String Trimming, Aeration & Cleanup

Detailing

Includes Shrub Pruning, Tree Pruning, & Weeding

IPM

Includes Fertilization & Pest Control Applications

Irrigation

Includes Spring start up and Fall shut down

Mulch/Pine Straw

Once per year mulching of all bed areas that have mulch and twice per year on the areas that have pine straw.

Seasonal Flower

Includes installation of Spring Flowers and Fall Flowers in the 14 pots. Also includes maintenance by our dedicated separate Seasonal Flower Team.

Hand Watering

Includes hand watering of the Seasonal Flowers a minimum of 3 times per week or as necessary depending on rain fall.

Grand Total Annual: \$74,220.00

Grand Total Monthly: \$6,185.00

PROJECT DETAILS

CLIENT NAME: City of Stockbridge

BILLING ADDRESS: 4640 North Henry Boulevard, Stockbridge, GA 30281

PROPERTY CONTACT: Decius Aaron

PROPERTY CONTACT EMAIL: daaron@cityofstockbridge-ga.gov

PROPERTY CONTACT PHONE: 678-373-6765

CONTRACT EFFECTIVE DATE: 10/1/2021

CONTRACT EXPIRATION DATE: 9/30/2022

INITIAL TERM: One Year

PROPERTY NAME: City of Stockbridge Amphitheater

PROPERTY ADDRESS: 4650 North Henry Boulevard, Stockbridge, GA 30281

CONTRACTOR: Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

YELLOWSTONE CONTACT: Business Development Manager

YELLOWSTONE CONTACT EMAIL: rmangham@yellowstonelandscape.com

YELLOWSTONE CONTACT PHONE: 678.794.8744

YELLOWSTONE SCOPE OF SERVICES: The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$74,220.00** annually, in equal monthly installments billed in the amount of **\$6,185.00** upon receipt of invoice.

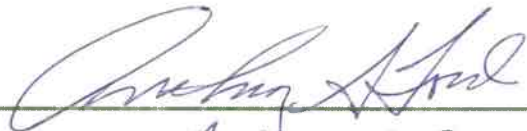
Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

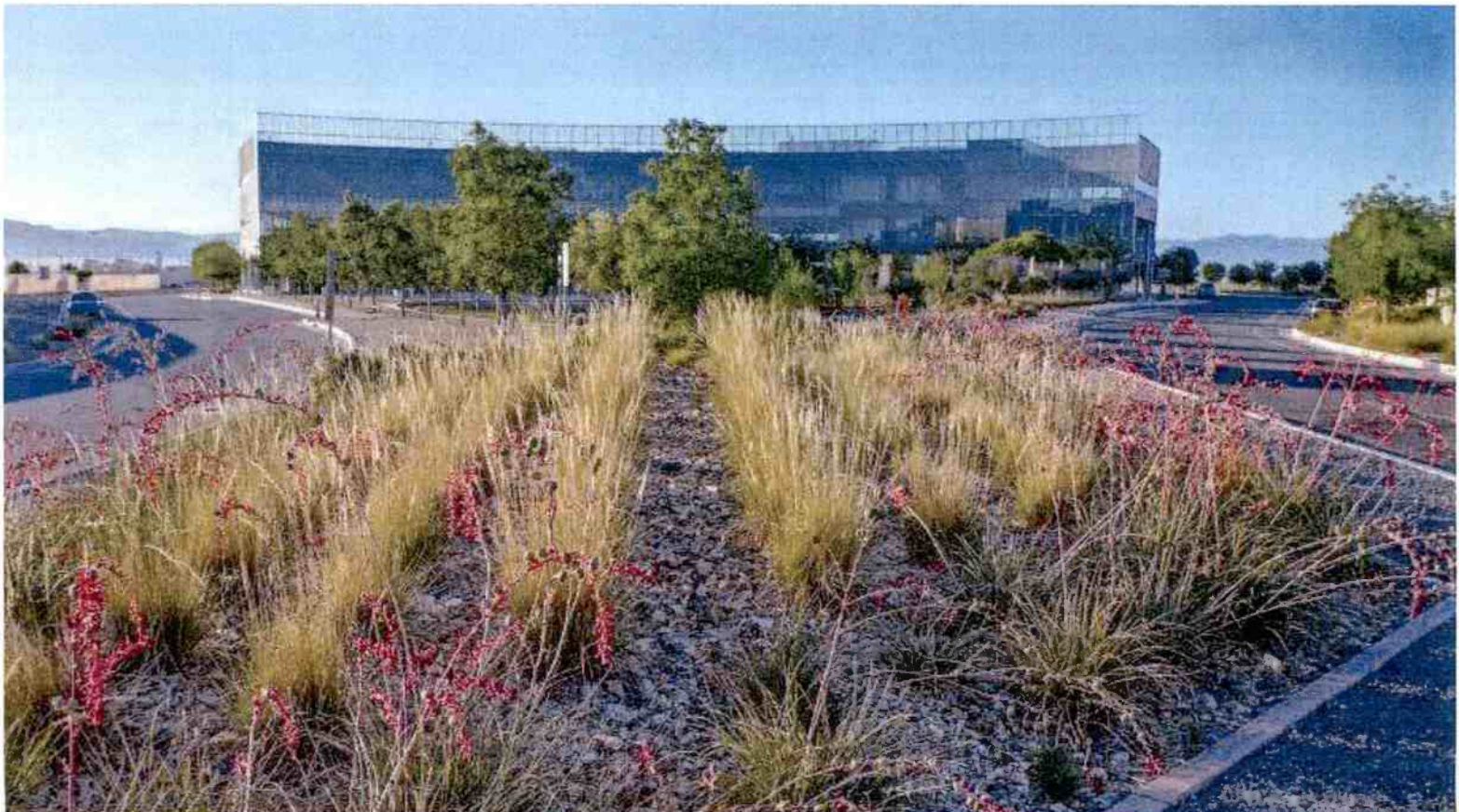
Accepted by: City of Stockbridge



Printed Name: Christopher Adornetti, Officer
Date: 10/6/2021



Printed Name: Anthony S. Ford
Date: 10/6/2021



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", the initial term will be for one year with an option to renew for (4) four additional one year periods.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

**SEALED RFP LABEL
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

**SEALED RFP ENCLOSED
DELIVER TO:**

City of Stockbridge Purchasing Division
Attn: Purchasing Manager
4640 North Henry Boulevard
Stockbridge, Georgia 30281

**REQUEST FOR PROPOSALS. 2021-0004
DATE: July 15, 2021**

RFP MUST BE RECEIVED BEFORE 3:00 PM

DESCRIPTION:

**LANDSCAPE MAINTENANCE SERVICES FOR THE
CITY OF STOCKBRIDGE**

**All bids should be Mailed to the City at the address listed in the bid.
Proposer should obtain tracking receipt and provide proof of the
receipt via email within 3 days after bid opening date.**

PROJECT DETAILS

CLIENT NAME:	City of Stockbridge
BILLING ADDRESS:	4640 North Henry Boulevard, Stockbridge, GA 30281
PROPERTY CONTACT:	Decius Aaron
PROPERTY CONTACT EMAIL:	daaron@cityofstockbridge-ga.gov
PROPERTY CONTACT PHONE:	678-373-6765
CONTRACT EFFECTIVE DATE:	10-1-2021
CONTRACT EXPIRATION DATE:	9-30-2022
INITIAL TERM:	One Year
PROPERTY NAME:	City of Stockbridge
PROPERTY ADDRESS:	4640 North Henry Boulevard, Stockbridge, GA 30281
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	rmangham@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	678.794.8744
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described in attachment A as Option II. Option II scope supersedes original scope in the RFP.



YELLOWSTONE
LANDSCAPE

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$244,992.00** annually, in equal monthly installments billed in the amount of **\$20,416.00** upon receipt of invoice.

The parties shall negotiate price increases, if any, for any twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the terms and conditions of the RFP 2021-0004 (for Landscape Maintenance Service) and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: City of Stockbridge



Printed Name: Christopher Adornetti, Officer
Date: Not yet accepted

Printed Name:
Date: Not yet accepted



Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Georgia, Henry County, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Henry County, GA. Should the parties not agree on the State of Georgia as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

ATTACHMENT A
COST PROPOSAL FORM
(Consisting of Form, A -Z)
"LANDSCAPE MAINTENANCE SERVICES"

Responder: Please complete the attached pages 64-91 of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 2021-0004 and Landscape Maintenance Service" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: Yellowstone Landscape - Southeast, LLC

Address: 4806 Wright Drive, Suite D, Smyrna, GA 30082

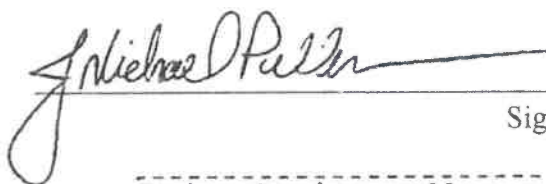
Contact Person Submitting Proposal:

Title of Contact Person: Michael

Telephone Number: 404-668-

Fax Number: 770-435-7477 (Please notify us ahead of time before any faxes are sent)

E-mail Address: mpullen@yellowstonelandscape.com



Signature of Contact Person

Business Development Manager

Title of Contact Person

COST PROPOSAL

SCHEDULE B - CITY HALL LAWN CARE PROPOSAL

Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 400.00	\$ 12,000.00
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 100.00	\$ 1,500.00 (15)
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 400.00	\$ 800.00
Pre and post emergent herbicide.	Per Application	\$ 150.00	\$ 300.00
Insecticide.	Per Application	\$ 200.00	\$ 400.00
Core aeration and de-thatching of grass.	Per Visit	\$ 500.00	\$ 500.00
Blow leaves and remove.	Per Task	\$ 150.00	\$ 750.00
TOTAL CITY HALL LAWN CARE PROPOSAL			\$ 16,250.00



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City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

COST PROPOSAL

SCHEDULE D - CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 1,050.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 250.00	\$ 250.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 425.00	\$ 850.00
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 500.00	\$ 1,000.00
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$ 50.00	\$ 1,500.00
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 250.00	\$ 500.00
Plant flowers.	Per Application	\$ 10,000.00	\$ 20,000.00
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 300.00	\$ 300.00
TOTAL CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL			\$ 25,750.00



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COST PROPOSAL

SCHEDULE F - CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$ 500.00	\$ 500.00
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$ 95.00	Price based on repairs needed
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$ 100.00	2,400.00
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$ 200.00	200.00
TOTAL CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL			\$ 3,100.00



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COST PROPOSAL
SCHEDULE H – MUNICIPAL LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 150.00	\$ 4,500.00 (30)
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 40.00	\$ 600.00
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 200.00	\$ 400.00
Pre and post emergent herbicide. (As Needed)	Per Application	\$ 100.00	\$ 200.00
Insecticide. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$ 200.00	\$ 200.00
Blow leaves and remove.	Per Task	\$ 75.00	\$ 375.00
TOTAL MUNICIPAL LAWN CARE PROPOSAL			\$ 6,575.00



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COST PROPOSAL

SCHEDULE J – MUNICIPAL PARK LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 840.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 500.00	\$ 500.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 1,500.00	\$ 3,000.00
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 1,400.00	\$ 2,800.00
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$ 150.00	\$ 5,250.00
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$ 300.00	\$ 900.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 300.00	\$ 600.00
Plant flowers.	Per Application	\$ 10,000.00	\$ 20,000.00
Prepare the beds for winter. (Fall)	Per Task	\$ 700.00	\$ 700.00
TOTAL MUNICIPAL PARK LANDSCAPING PROPOSAL			\$ 34,590.00

COST PROPOSAL

SCHEDULE L – MUNICIPAL PARK IRRIGATION PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$ 500.00	\$ 500.00
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$ 95.00	\$ Price based on repairs
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$ 100.00	\$ 2,400.00
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$ 200.00	\$ 200.00
TOTAL MUNICIPAL PARK LAWN CARE PROPOSAL		\$	\$ 3,100.00

COST PROPOSAL

SCHEDULE N – MMCC AND ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 200.00	6,000.00
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 100.00	1,500.00
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 300.00	600.00
Pre and post emergent herbicide. (As Needed)	Per Application	\$ 400.00	800.00
Insecticide. (As Needed)	Per Application	\$ 300.00	600.00
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$ 700.00	700.00
Blow leaves and remove.	Per Task	\$ 400.00	200.00
TOTAL MMCC AND ADMINISTRATIVE BUILDING LAWN CARE			\$ 10,400.00



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COST PROPOSAL

SCHEDULE P – TED STRICKLAND COMMUNITY CENTER LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 150.00	\$ 4,500.00
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 50.00	\$ 750.00
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 200.00	\$ 400.00
Pre and post emergent herbicide. (As Needed)	Per Application	\$ 200.00	\$ 400.00
Insecticide. (As Needed)	Per Application	\$ 200.00	\$ 400.00
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$ 250.00	\$ 250.00
Blow leaves and remove.	Per Task	\$ 75.00	\$ 375.00
TOTAL TED STRICKLAND COMMUNITY CENTER LAWN CARE			\$ 7,075.00

COST PROPOSAL

SCHEDULE R – EAST ATLANTA ROAD STREETSCAPE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 1,050.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 400.00	\$ 400.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 650.00	\$ 1,300.00
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 400.00	\$ 800.00
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$ 200.00	\$ 5,600.00
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$ 200.00	\$ 400.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 200.00	\$ 400.00
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 500.00	\$ 500.00
TOTAL EAST ATLANTA ROAD STREETSCAPE LANDSCAPING			\$ 10,450.00

COST PROPOSAL

SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 300.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 150.00	\$ 150.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 75.00	\$ 150.00
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 75.00	\$ 150.00
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$ 10.00	\$ 350.00
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$ 75.00	\$ 150.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 75.00	\$ 150.00
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 150.00	\$ 150.00
TOTAL SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING			\$ 1,550.00

COST PROPOSAL

SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brush, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 300.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 150.00	\$ 150.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 40.00	\$ 80.00
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$ 150.00	\$ 300.00
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 150.00	\$ 150.00
TOTAL SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL			\$ 1,880.00



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COST PROPOSAL

SCHEDULE X – PUBLIC WORKS ADMINISTRATIVE BUILDING LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$ 70.00	\$ 622.00
Remove debris from beds in the spring. (Spring)	Per Task	\$ 150.00	\$ 150.00
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$ 330.00	\$ 660.00
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$ 150.00	\$ 300.00
Apply fertilizer to all beds including a slow-release formula. (As Needed)	Per Application	\$ 200.00	\$ 600.00
Spray landscaping for insects or disease. (As Needed)	Per Application	\$ 200.00	\$ 400.00
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$ 150.00	\$ 150.00
TOTAL SCHEDULE X – PUBLIC WORKS ADMINISTRATIVE BUILDING LANDSCAPING PROPOSAL			\$ 3,182.00

COST PROPOSAL

SCHEDULE Z – PUBLIC WORKS ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$ 200.00	\$ 6,000.00
Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$ 50.00	\$ 750.00
All cement/asphalt surfaces will be blown of any grass clippings, fertilizer, trash, and other debris each visit.	Per Visit	\$ 50.00	\$ 1,500.00
During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.	Per Visit	\$ 50.00	\$ 1,000.00
Apply fertilizer (Two applications total for the year.)	Per Application	\$ 350.00	\$ 700.00
Pre and post emergent herbicide. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Insecticide. (As Needed)	Per Application	\$ 150.00	\$ 300.00
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$ 500.00	\$ 500.00
Blow leaves and remove.	Per Task	\$ 200.00	\$ 1,000.00
TOTAL SCHEDULE Z – PUBLIC WORKS ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL	\$	12,050.00	



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T. Floyd Chapel Baptist Church	\$ <u>1,550.00</u>
U. Green Front Café Landscape	\$ <u>1,450.00</u>
V. Rock Quarry Road/North Henry BLVD	\$ <u>1,880.00</u>
Banner Pole Landscape	
W. Walmart/North Henry BLVD Banner Pole	\$ <u>1,855.00</u>
X. Public Works Administrative Building Landscaping	\$ <u>3,182.00</u>
Y. Public Works Administrative Building Irrigation	\$ <u>3,100.00</u>
Z. Public Works Administrative Lawn Care	\$ <u>12,050.00</u>
OVERALL ESTIMATED TOTAL (SCHEDULES A – Z)	\$ <u>244,992.00</u>

Total points awarded for price will be determined by applying the following formula:
(Lowest Overall Annual Contract Cost /Proposer's Price) x 50 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

LOWEST OVERALL ESTIMATED ANNUAL COST CONSIST OF SCHEDULES A - Z

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

_____ Date _____

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: [Signature] Title Business Development

By: [Signature] Title Business Development

Date: 8/23/2021

END OF PROPOSAL FORM