



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

October 10, 2022 6:00 PM



STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, OCTOBER 10, 2022 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

- 1 Minutes Council Meeting August 8, 2022
- 2 Special Called Meeting Minutes August 15, 2022
- 3 Work Session Meeting Minutes August 30, 2022

PUBLIC COMMENTS - - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated.

CEREMONIAL

- 4 Proclamations - Breast Cancer Awareness Month, Domestic Violence Awareness Month, Women's Small Business Month, World Mental Health Day, and Spinal Cord Awareness Month
- 5 Citywide Development Authority Oath of Office for Ariel Shaw and Gadson Woodall

PRESENTATION

- 6 Presentation of the FY2023 Annual Operating Budget and Capital Improvement Plan - Presented by: Frederick Gardiner

OLD BUSINESS

- 7 Council consideration to approve Change Order from Summit Construction for Amphitheater parking lot improvements on North Lee Street original amount in the amount of \$801,554.00; adjusted to \$750,007.81 with a savings of \$51,546.19. Funding source is from SPLOST. - Presented by: Decius Aaron, Adam Price and Skip Layton of Falcon Design
- 8 Council Consideration to amend the Amphitheater Policy to create a non-compete clause for private events and concerts, and to provide for revenue sharing on for-profit events. - Presented by: Frederick Gardiner

NEW BUSINESS

- 9 Council consideration to approve Adopt-A-Road Program agreement with James E. Acey Lodge No. 600 to adopt Campground Road from Windbrook Drive to Highway 42. - Presented by: Decius Aaron
- 10 Council consideration to approve the award of Request For Proposal (RFP) Number 2022-0011, Water Control Office and Lab Renovation Services for the City of Stockbridge to Diversified Construction of Georgia, Inc. in the amount of \$591,294.00. Fund Source: Water and Sewer Fund Balance - Presented by: Decius Aaron
- 11 Council consideration to approve the award of Request For Proposal RFP) Number 2022-0006, On Call General Engineering Services, for the City of Stockbridge to Falcon Design Consultants, LLC. and Carter & Sloope Consulting Engineers. - Presented by: Decius Aaron
- 12 Council consideration to approve the purchase of a Caterpillar, Inc. Model 289D3 Compact Track Loader (Skid Steer) under Georgia statewide contract number 99999-001-SPD0000177-0024 with Yancey Brothers, Inc. in the amount of \$131,787.00. Funding source is from Water and Sewer department budgeted funds. - Presented by: Decius Aaron
- 13 Council consideration to amend FY2023 LMIG list to remove Northbridge Drive and replace it with Burke Street and the portion of Davis Road that was impacted by the Burke Street sewer project. - Presented by: Decius Aaron
- 14 Council consideration to authorize the City Manager, or his designee, to apply for and receive the U.S. Department of Transportation - Reconnecting Communities Pilot Grant Program. The grant is to support the planning activities and preliminary engineering of constructing a pedestrian bridge alongside the MLKing Sr. Bridge for a total project cost of \$205,239.10. Funding source: Federal Share \$164,191.28 and a City Cost Share \$41,047.82. The City Cost Share will be allocated from TSPLOST. - Presented by: Kellie Russell
- 15 Council Consideration to approve a job description for the Police Lieutenant and the Administrative Manager position. - Presented by: Frank Trammer

PUBLIC HEARING

- 16 ANNEXATION CASE #AX-2022-01 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear an Annexation Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to annex a parcel, as described below, into the Stockbridge City Limits from unincorporated Henry County in order to allow the parcel to be combined with an adjacent parcel for an age-restricted residential development.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use), with a land use designation of 'MIX' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

Planning staff recommended approval of this request, with twenty-four (24) conditions. On August 25, 2022, the Planning Commission recommended APPROVAL of this request.

- 17 COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-02 -- Consideration of a Comprehensive Plan Amendment Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to change the future land use designations of certain parcels, as are described below, from 'Light Industrial' and 'Mixed-Use' to 'High-Density Residential' in order to allow for an age-restricted residential development.

Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Applicant proposes to change the current County land use designation of 'Mixed-Use' to the City land use designation of 'High-Density Residential' after the parcel is annexed into the Stockbridge City Limits. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

Planning Staff recommended approval of this request. On August 25, 2022, the Planning Commission recommended APPROVAL of this request.

- 18 REZONING CASE #RZ-2022-02 -- Consideration of a Rezoning Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to rezone certain property from 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits and 'MU' (Mixed-Use) in unincorporated Henry County to 'PUD' (Planned Unit Development) to allow for an age-restricted residential development. The property contains two parcels, as are listed below, with 42.01 +/- total acres.

Parcel #071-01034014—Located within the Stockbridge City Limits, with

frontage on Highway 42 North and situated at the end of Technology Parkway. Currently zoned 'OI' (Office-Institutional) and 'LI' (Light Industrial). Property also lies within the Parkway Mixed-Use Overlay District. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

Planning staff recommended approval of this request. On August 25, 2022, the Planning Commission recommended APPROVAL of this request.

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

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

- **Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. City Hall Levi Meeting Room (Oct 14)**
- **Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Oct 18)**
- **Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Oct 18)**
- **City Council Work Session Meeting, Tuesday at 6:00 p.m. – City Hall Council Chamber (Oct 25)**
- **Planning Commission Meeting, 4th Thursday at 6:30 p.m. City Hall Council Chamber – (Oct 27)**
- **City Council Meeting, Second Monday of each month – City Hall Council Chamber (Nov 14)**
- **Youth Council Meeting, 6:30 p.m. - 2nd Monday of each month City Hall Levi Meeting Room - City Hall (Nov 14)**

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: Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov Thank you for your service!
- **Please join Councilwoman Barber for FREE Zumba on every Saturday morning at Clark Community Park at 8:00 a.m. Come out for fitness in the park!**

- The City of Stockbridge will host an in-person Annexation Town Hall Meeting on Thursday, October 13th at 6:30 p.m. at New Faith Christian Church 396 Eagles Landing Pkwy.; Monday, October 17th at 6:30 p.m. at Red Oak United Methodist Church; Thursday, October 20th at 6:30 p.m. at the Merle Manders Conference Center 111 Davis Rd.; Thursday, October 24th at 6:30 p.m. at Liberty Baptist Church 1410 Valley Hill Road; Tuesday, November 1st at 6:30 p.m. Virtual Town Hall, please visit the website or Facebook page for login information; and Saturday, November 5th at 6:30 p.m. at Bridge City Church 3910 N. Henry Blvd. Come out to learn the facts about the Annexation Referendum, Neighborhoods in the proposed area, benefits of Stockbridge Annexation and proposed council districts.
- Please join Councilman Alexander for a Town Hall at the Stockbridge Amphitheater, Thursday, October 27th at 7:00 p.m. to discuss Economic Development, Business Opportunities and Public Safety. FREE EVENT
- Please join Councilwoman Gantt for her Annual Fall Festival taking place Saturday, October 29th from noon to 4:00 p.m. at Clark Park. FREE EVENT

UPCOMING CONCERTS

- Charlie Wilson, Friday, October 14th
- Keith Sweat, Saturday, October 29th
- Rick Springfield and Tommy Tutone, Sunday, October 30th

Congratulations to the Henry County Chamber of Commerce for being named Chamber of the Year!

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



Where Community Connects

WORK SESSION MEETING SUMMARY MINUTES

MONDAY, AUGUST 8 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
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney

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

The meeting was called to order by Mayor Ford.

Invocation by Councilman Blount.

Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were in attendance except Councilman Alexander.

Mayor Pro Tem Thomas motioned to amend the Agenda to remove Item #4 to be presented at the August 30th meeting; seconded by Councilwoman Gantt. The motion passed 4-0.

Councilman Blount motioned to adopt the Agenda; seconded by Mayor Pro Tem Thomas. The motion passed 4-0.

Councilman Alexander joined the meeting

Councilman Blount motion for the adoption of the Minutes; seconded by Councilwoman Barber. The motion passed 5-0.

1 Council Meeting Minutes June 13, 2022

2 Work Session Minutes June 29, 2022

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated. None

CEREMONIAL

3. Proclamation – City of Stockbridge Centennial Celebration presented by Mayor Ford.

PRESENTATION

4. FY2022 AUDIT REPORT – Presented by Hope Pendergrass of Mauldin & Jenkins Removed from the Agenda to be presented August 30, 2022

PUBLIC HEARING

5. COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-01 – The City of Stockbridge Mayor and City Council will hear a Comprehensive Plan Amendment Request by Remi Rose Development, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to change the future land use designation of certain property from ‘Low-Density Vertical Mixed-Use’ to ‘High-Density Residential’ to allow for a mixed-use development. The property contains two parcels, as are listed below, with 68.87 +/- total acres within the Stockbridge City Limits. The City of Stockbridge Planning Commission recommends approval.

#012-01003000 – The smaller parcel. Contains 3.131 +/- acres and comprises the property at 1036 Highway 138 West, across from Spivey Road. Located in Land Lot 55 of District 12.

Parcel #012-01002000 – The larger parcel. Contains 65.743 +/- acres. Situated adjacent to the western side of the smaller parcel, with frontage on Highway 138 West, across from Tributary Parkway. Located in Land Lot 42 of District 12. Presented by: Ryan Anderson, Chief Planner

Mayor Ford noted there will be a Public Hearing on Agenda Item #5 – The Comprehensive Plan Amendment.

Mr. Anderson noted the proposed Crescent Communities Mixed-Use Development— from Low-Density Vertical Mixed-Use to High Density Residential; this item was originally heard at the June 13th City Council Meeting where there was no action taken on the Comprehensive Plan Amendment due to a failed motion, and because there was no action taken, the item was continued to the August 8th City Council Meeting; noted the proposed land use amendment is required to facilitate the re-zoning of the subject property; noted currently, the low density vertical mixed use land use designation does not allow for the type of zoning the applicant is proposing based on density limits therefore, necessitating the need for a land use amendment to high density residential which allows for the type of zoning that is being proposed; noted this item is accompanied by a re-zoning request (whereby the applicant is seeking to rezone property, approximately 70 acres located on Hwy 138 West, west of I-75 and Mount Zion Parkway from the C-1 (Neighborhood Commercial) and C-2 (General Commercial) districts to the PUD district to allow for a mixed-use development originally containing approximately 48,000 square feet of commercial/retail space with 2 buildings, 360 apartment units within 8 buildings and 102 townhomes within 22 buildings which was

originally slated to heard by the City Council on June 13, 2022 but was deferred to July 11th and during that time, the applicant submitted a revised site plan that reflects a reduction in scale and scope of the proposed project; noted the applicant is now proposing 297 apartments down from 360 for a reduction of 63 units; increased the proposed number of townhomes to 128 units to 102 units that will result in an increase of 26 townhomes increasing the homeownership opportunities for Stockbridge residents; noted the original site plan indicated a total of 462 combined units of apartments and townhomes, and the new revised site plan indicate 425 combined units; and noted overall, the new site plan has a reduction of 37 units.

Mr. Anderson noted the original plan had a proposed density rate of 6.6 units per acre and the revised site plan has a density rate of barely 6 units per acre, which is on the low end of the spectrum for high-density residential which ranges from 6-16 units per acre. Due to the subject property's large size, location along a state highway and proximity to interstates 75 and 675, staff deems the applicant proposal suitable for the area and the proposal could serve as a catalyst for future commercial development in the area; noted staff recommends approval of the proposed land use amendment from low density vertical mixed use to high density residential; and further stated this item has an accompanying re-zoning which was heard at the last Council Meeting and is slated for a vote later this evening.

Attorney Battle presented on behalf of the applicant, noting the focus of amendment was based on the city's 2018 Comprehensive Plan as adopted citing the housing needs that were identified to attract young professionals, and are trying to achieve the goals of the city's Comprehensive Plan; noted the closest apartments within the city limits are Camden on Peridot Parkway; noted the city's adopted Comprehensive Plan cites the need for multi-family to be added to the housing inventory; noted the applicant's request is at the low (rather than high) end of High-Density Residential, at 6 units per acre; noted the request has reduced the density overall for the multi-family units to 153 1-bedroom units, 108 2-bedroom units and 36 3BR units and a minimum of 128 townhomes with a mandatory Homeowners Association (HOA) for the townhome units; and will include landscaping, and buffer, minimum 20 feet in width; and the apartment community would be gated with brick front; noted there would be parking with some garages; the 1BR units rent would start at \$1300, 2BR units \$2000 rent and 3BR units \$2200 and the townhomes selling price would start at \$375,000 with a 5% rental cap, targeting rental professionals.

Attorney Battle noted she has met with councilmembers and community members to address questions and concerns; the plan meets the requirements of the city's ordinance, and the development is an alternative for those who may not be ready to purchase a home.

Councilwoman Barber noted staff has recommended approval asking why the apartments are not 4-sided brick.

Mr. Anderson responded that it is not a requirement for apartments.

Councilwoman Barber noted she had a conversation with Attorney Battle and the applicant Mr. Oros where she stated it was important to her to see a development that distinguished it from the standard developments, such as the ones being developed in Clayton County, and would like to see more brick.

Mr. Anderson noted that nationwide, the development is usually only front-side brick,

Councilwoman Barber expressed her concern of not having access to the retail shops with Kohl's without having to come out to Hwy. 138 and asked if that could be addressed.

Councilman Alexander noted that a Public Hearing on this item took place on June 13, 2022, and asked the attorneys if a public hearing is required on this item today.

Attorney Valerie Ross noted that because the June 13, 2022, action did not result in a decision, the item was re-advertised for an additional public hearing.

Public Hearing Opened

No Speakers in Favor

Speakers Opposed

- Ms. Mary Wilkerson 7711 Devon Ct. Jonesboro, GA (Henry County)
- Mr. Christopher Calando 358 Emerald Lake Jonesboro, GA (Henry County)
- Ms. Susan Snair 7750 Glen Devon Rd. Jonesboro, GA (Henry County)
- Mr. Charles Devonshire 2964 Lake Park Dr. Jonesboro, GA (Henry County)
- Mr. Timothy Koby 8663 North Shore Drive Jonesboro, GA (Clayton County)
- Mr. Michael Lambert 7639 Glen Devon Rd. Jonesboro, GA (Henry County)

Attorney Battle responded noting there were two points of entry and a full service stop light – Hwy. 138 and the other side of the component would be a right in right out only; noted you would not have to drive past apartments to get to the townhomes; and noted the applicant is willing to put in a sub-out street; and noted an entrance along Mt. Zion is not feasible; noted the property is zoned C-3 and there would be more traffic with that type of commercial build out; noted the rear of the homes would be 100 feet from the improvements with a 50 ft undisturbed buffer and a trail.

Public Hearing Closed

Councilman Alexander asked Attorney Battle to confirm that a full light will be in place to turn left out of the development, and that this was a \$100 million dollar investment in the community.

Attorney Battle confirmed that to be correct.

Mayor Pro Tem Thomas asked for clarification from Attorney Battle, noting during his research of the land use, it appears the property is zoned to allow for the development of a 2-story all-rental development if the applicant so desires, and would not need to seek rezoning approval to do so, correct?

Attorney Battle confirmed that was correct, noting the city's Code for MFR (Multi-Family allows for apartments, further noting, the UDC takes precedence noting C1, C2, and PTD Zoning.

Councilman Blount noted that every development comes through the Council to build; and noted his concern of the rent prices.

Councilwoman Gantt asked Attorney Battle if the developer can go lower than a high rise.

Attorney Battle noted the ability to be able to lay the development out for mixed-use, retail or the commercial component is based on the project.

Councilwoman Gantt noted the trend for mixed-use and the Council spoke about this several years ago and asked if the developer can build apartments based on the zoning, why is this item on the Agenda for Council approval.

Attorney Washington noted the Council needs to vote on the Comprehensive Plan Amendment for the developer to move forward.

Mr. Anderson noted that currently, the city's Comprehensive Plan which was adopted in 2018 is outdated and in conflict with the city's UDC (Unified Development Code) which was approved March 14, 2022, and this action will bring the Comprehensive Plan in line; and confirmed, yes, apartments can be built right, with a different density.

Attorney Battle referenced the city's land use plan and the vision of the city per the 2018 adopted Comprehensive Plan and confirmed ye now, under the current zoning, apartments can be built without any approvals required, however, the applicant prefers to build a better development with less density, 48,000 of retail (not below the residences), single-family detached townhomes and luxury apartments; and also noted the city of Stockbridge defines 6 units per acre as high density whereas 6 units per acre is defined as medium density in other municipalities.

Councilwoman Barber noted based on the size of the development, similarly to a mall, there should be multiple access points and having access to Kohl's without having to enter onto Hwy. 138.

Attorney Battle noted the property only has frontage on one road; there is no frontage on the public right-of-way and noted a commercial project would have higher, more volume of traffic than this development.

Mayor Pro Tem Thomas thanked Attorney Battle for clarifying his original question, noting it is important to know that a developer could come in and build a rental apartment only without coming before the Council for a rezoning request and wants the community to have a better understanding of that.

Councilman Alexander asked Mr. Anderson to clarify that what is needed from the Council is to approve the Comp Plan Amendment to match the UDC.

Mr. Anderson confirmed that to be correct; and confirmed that other municipalities to define 6.6 to be low to medium density, whereas the city of Stockbridge defines 6.6 as high density.

Councilman Blount asked if the Core of Engineers has been involved.

Attorney Battle noted there is a stream buffer, and the developer cannot encroach upon the stream noting a bridge would be required, and the developer cannot encroach upon the other property.

Mr. Anderson referenced the sidewalk and trail plan that is also forthcoming for future connectivity.

Attorney Battled noted she understood Councilwoman Barber's concern to be for vehicular travel, noting the developer would agree to include a Stub-Out for Inter-parcel Connectivity to address Councilwoman Barber's concern.

Councilman Alexander motioned to approve the Comp Plan Amendment with the condition to Stub-Out for Inter-parcel Connectivity. There was no second to the motion

Councilwoman Gantt called for a Point of Order noting the Council needs to vote on the Comp Plan Amendment only, not any conditions.

Attorney Ross agreed the motion should speak specifically to the Comp Plan Amendment.

Councilman Alexander motioned to approve the Comprehensive Plan Amendment; seconded by Mayor Pro Tem Thomas. The vote resulted in a tie 2-2-1 (Barber Abstained).

Councilman Blount noted he wanted to change his vote and asked the City Attorney to research the Charter as to how he could change his vote.

Mayor Ford indicated that he saw Councilman Blount's hand raised when the vote was called, and that Councilman Blount voted in opposition.

Councilman Blount noted he wanted to change his vote and asked the City Attorney to locate the information in the Charter where he could change his vote.

The consensus of the Council was to take a recess.

Attorney Washington referenced the Charter Section 3.5 regarding voting whereas three votes in the affirmative can bring back an item for reconsideration, and notified Mayor Ford that he should cast his vote either in the affirmative or opposition.

Councilman Blount stated the City Attorney had not provided the information pertaining to changing his vote.

Attorney Washington noted he made a request to IT to review the video and was advised the video would need to finish recording before it could be reviewed, and therefore must rely on the vote as captured by the City Clerk, the official record keeper who showed the tie vote as 2-2-1.

Mayor Ford noted the reason the Clerk has recorded the vote that way is because he saw Councilman Blount's hand raised in opposition and the vote was captured correctly as he also saw the hands of councilmembers with two in the affirmative, two opposed and one abstention.

Mayor Ford voted in favor of the Comprehensive Plan Amendment; the motion passed 3-2-1 (Barber Abstained).

Councilman Blount stated that he attempted to get Mayor Ford's attention to notify him that his intention was to abstain from the vote and Mayor Ford took that to be a no vote and appealed to the Council to allow him to change his vote to an abstention.

Attorney Washington advised Councilman Blount that because his vote was not in the prevailing side of the vote of affirmative, he could not bring the item back for reconsideration.

Mayor Ford noted that following review of the video and if he was incorrect in how the votes were casts, he would bring the item back for reconsideration.

6. REZONING CASE #RZ-2022-01 -- Remi Rose Development, LLC, the Applicant, represented by Battle Law, P.C. the Agent, requests the rezoning of certain property from the C-1 (Neighborhood Commercial) and C-2 (General Commercial), districts to the PUD (Planned Unit Development) Overlay district to allow for a mixed-use development. The property contains two parcels, as are listed below, with 68.87 +/- total acres within the Stockbridge City Limits. • Parcel #012-01003000 – The smaller parcel. Currently zoned 'C-1' and 'PMU'. Contains 3.131 +/- acres and comprises the property at 1036 Highway 138 West, across from Spivey Road. Located in Land Lot 55 of District 12.

Parcel #012-01002000 – The larger parcel. Currently zoned 'C-2' and 'PMU' Contains 65.743 +/- acres situated adjacent to the western side of the smaller parcel, with frontage on Highway 138 West, across from Tributary Parkway. Located in Land Lot 42 of District 12.

NOTE: *The Planning Commission recommended the approval of this case with conditions at its meeting on May 26, 2022, and the City Council recommended deferral of the vote on this item at its July 11, 2022, meeting until August 8, 2022.*

Presented by Ryan Anderson, Chief Planner

Mayor Ford noted there will be a decision only on (item 6) for the Re-Zoning and no public hearing.

Mr. Anderson noted the proposed Crescent Communities Mixed-Use Development— From C-1 (Neighborhood Commercial) and C-2 (General Commercial) to PUD (Planned Unit Development); noted this Agenda item (whereby the applicant is seeking to rezone property, approximately 69 acres located on Hwy 138 West, west of I-75 and Mount Zion Parkway from the C-1 (Neighborhood Commercial) and C-2 (General Commercial) districts to the PUD district to allow for a mixed-use development containing approximately 48,000 square feet of commercial/retail space with 2 buildings, 360 apartment units within 8 buildings and 102 townhomes within 22 buildings was originally slated to heard by the City Council on June 13, 2022; noted this re-zoning item was heard on July 11, 2022, by the City Council; noted at that meeting the applicant submitted a new site plan that reflects a reduction in scale and scope; noted the applicant is now proposing 297 apartments down from 360 for a reduction of 63 units; and noted the applicant increased the proposed number of townhomes from 102 units to 128 units; noted that will result in 26 additional townhomes thus increasing the homeownership opportunities for Stockbridge residents. The original site plan indicated a total of 488 combined units of apartments and townhomes, and the new proposed site plan indicate 425 combined units. Overall, the new site plan has a reduction of 63 units. The new gross density will be approximately 6 units per acre versus the previous proposed density of approximately 6.6 units per acre; noted this item accompanied a Comprehensive Plan Amendment which was heard earlier tonight.

Staff recommends approval of the rezoning from C1 and C2 to PUD with conditions:

1. The project will be developed in conformance with the City of Stockbridge Unified Development Code and all other City Code sections regarding site development standards and requirements.
2. Regarding the Property's Future Land Use Designation -- The approval of Case #CP-2022-01 to change the property's future land use designation from Low-Density Vertical to High-Density Residential shall occur simultaneously with the approval of Case #RZ-2022-01 for the rezoning of the property.
3. Regarding the Parcels Comprising the Development Site – If the applicant wishes to include only a portion of the smaller parcel (Parcel #012-01003000) with the larger parcel (Parcel #012-01002000) to form the project development site, then the rezoning shall not be finalized until that portion of the smaller parcel is subdivided from the remainder of the smaller parcel and combined with the larger parcel simultaneously; and this shall not be finalized until a new plat is officially recorded by the Henry County Super Court (Real Estate Records Division).
4. Regarding Environmental Matters – The applicant shall comply with the following:
 - a. Take appropriate steps for the environmental protection of Reeves Creek, the floodplain areas, and other sensitive site areas.
 - b. Submit an acceptable landscape plan to the Community Development Dept.
 - c. Preserve and maintain the existing cemetery and provide adequate access to it.

5. Regarding the Issuance of Land Disturbance and Building Permits – No land disturbance or building permit shall be issued for the subject property until the applicant has had the new recombination plat officially recorded and has submitted a copy of the recorded plat to the Community Development Department.
6. The proposed project will be developed in general conformity with the Site Plan Rezoning Exhibit for Highway 138 Dated April 4, 2022, with no more than 297 apartment units and a minimum of 128 fee simple townhome units.
7. There shall be a mandatory homeowner's association for the townhome community, with a recorded Declaration of Restrictive Covenants which limits the total number of rental units within the townhome community to no more than 5% (i.e., 6 units).
8. The frontage along GA Highway 138 adjacent to the Apartment Units shall be landscaped with trees and shrubs as approved by the City Arborist in order to provide a visual buffer from GA Highway 138. The landscape strip shall be a minimum of 20ft in width.
9. The apartment community shall be gated.
10. There shall be a separate amenity area for the apartment community and the townhome community with a pool and a clubhouse for each community.
11. The townhomes shall be all brick fronts.

Councilwoman Barber asked the condition for the Sub-Out to be included.

Councilwoman Gantt polled the Council on who made the request for all brick front design; noting everyone on the Council offers their own opinion and one person does not speak for the Council. There was no confirmation of who made the request.

Attorney Battle noted she would be happier with the 50% brick condition.

Mr. Anderson noted the brick condition was made by the applicant based on what he thought the Council wanted to see in the development.

Attorney Battle noted the original design on the unit was based on the UDC which requires a minimum of 50% brick and the intent of the developer is to comply with the UDC.

Mayor Pro Tem Thomas noted that Attorney Battle attempted to meet with all councilmembers via Zoom to review the development and address any questions, concerns, and design of the project and during those discussions, the brick front was the desired aesthetic of those who met with the developer.

Attorney Battle noted there was an attempt made to meet with all members of the Council, and that there was never a mention of a vote, but only what councilmembers would like to see in the project and address any concerns.

Councilman Alexander polled the Council for brick options, noting his approval of all brick front; Councilman Thomas was okay with all brick fronts; Councilman Blount offered no comment; Councilwoman Gantt offered no comment; Councilwoman Barber questioned why not four-sided brick as she referenced the Winding Creek development which has 4-sided brick.

Councilman Alexander motioned to approve Rezoning Item RZ-2022-01 requiring an additional Condition #12 for the Stub-Out with Inter-Parcel Connectivity as recommended by Councilwoman Barber; seconded by Mayor Pro Tem Thomas; The motion passed 3-0-2 (Blount/Gantt Abstained). Councilwoman Gantt noted her abstention is because she does not approve of the design of the brick design option prior to meeting with the developers; and noted that she met with the developer once on this project.

Mayor Ford noted there is a request to the defer Public Hearing Item #7, Item #8 and Item #9 until the August 25, 2022, Planning Commission meeting and September 12, 2022, City Council Meeting for all three items.

7. ANNEXATION CASE #AX-2022-01 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear an Annexation Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to annex a parcel, as described below, into the Stockbridge City limits from unincorporated Henry County in order to allow the parcel to be combined with an adjacent parcel for an age-restricted residential development.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use), with a land use designation of 'MIX' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7. Presented by: Ryan Anderson

NOTE: Request the deferral of the public hearing until the August 25, 2022, Planning Commission meeting and September 12, 2022, City Council Meeting for all three items.

Councilwoman Gantt motioned to Table to the September 12, 2022 meeting; seconded by Councilman Alexander. The motion passed 5-0.

8. COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-02 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Comprehensive Plan Amendment Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to change the future land use designations of certain parcels, as are described below, from 'Light Industrial' and 'Mixed-Use' to 'High-Density Residential' in order to allow for an age-restricted residential development.

Parcel #071-01034014 - Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

Parcel #071-01034012 - Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Applicant proposes to change the current County land use designation of 'Mixed-Use' to the city land use designation of 'High-Density Residential' after the parcel is annexed into the Stockbridge

City Limits. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

NOTE: Request the deferral of the public hearing until the August 25, 2022, Planning Commission meeting and September 12, 2022, City Council Meeting for all three items.

Councilman Alexander motioned to Table to the September 12, 2022 meeting; seconded by Mayor Pro Tem Thomas. The motion passed 5-0.

9. REZONING CASE #RZ-2022-02 -- The City of Stockbridge Planning Commission and the City of Stockbridge Mayor and City Council will hear a Rezoning Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to rezone certain property from 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits and 'MU' (Mixed-Use) in unincorporated Henry County to 'PUD' (Planned Unit Development) to allow for an age-restricted residential development. The property contains two parcels, as are listed below, with 42.01 +/- total acres. Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Currently zoned OI' (Office-Institutional) and 'LI' (Light Industrial). Property lies within the Parkway Mixed-Use Overlay District. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7. Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

NOTE: Request the deferral of the public hearing until the August 25, 2022, Planning Commission meeting and September 12, 2022, City Council Meeting for all three items.

Councilman Alexander motioned to Table to the September 12, 2022 meeting; seconded by Mayor Pro Tem Thomas. The motion passed 5-0.

10. Council Consideration to appoint a member to the Citywide Development Authority Board.
Presented by Quinton Washington, City Attorney
Item to be heard following Executive Session

11. Council Consideration to appoint a member to the Downtown Development Authority Board.
Presented by Quinton Washington, City Attorney
Item to be heard following Executive Session (No Action Taken)

COMMENTS FROM THE MAYOR

Mayor Ford noted we are still in a pandemic and encouraged everyone who is eligible to get their 2nd booster; noted we now have a rare disease/virus called Monkey Pox that can be easily transferred by touch and noted vaccinations are being administered by contacting the GA Public Department of Health at 706-845-4035 and get additional information by contacting the Henry County Department of Health located at 135 Henry Parkway or calling their office at 470-664-0005 for more information, noting there are more than 500+ reported cases in the state of Georgia and if you are infected with Monkey Pox, you should isolate for 2-3 weeks, stay home, separate yourself from others, frequently sanitize surfaces; and noted one of the symptoms will be skin lesions that are

highly contagious; and noted you can also visit the EPA's website at EPA.ga.gov/monkeypox; noted the city had a busy weekend with the Rick Springfield concert that was cut short due to the inclement weather, noting GRA is working to see if he can be brought back a performance, and asked that everyone hold on to their tickets; noted Sunday was the city's Centennial Celebration of 100 years that had been held off due to COVID and was highlighted by the SOS Band, and another weather delay, and included the retiring of Mary Davis; and noted the city will continue its celebrations.

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates and times and/or locations 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 (Aug 10)
- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. City Hall – Levi Meeting Room (Aug 12)
- Downtown Development Authority Meeting, 6:00 p.m. Location TBD - 3rd Tuesday of each month Via Zoom (Aug 16)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Aug 16)
- Planning Commission Meeting, 4th Thursday at 6:30 p.m. City Hall Chamber – (Aug 25)
- City Council Work Session Meeting, Tuesday – City Council Chamber-(Aug 30)
- City Council Meeting, Second Monday of each month – City Council Chamber-(Sep 12)

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: RosalyndRawls@rawls@cityofstockbridge-ga.gov Thank you for your service!
- Please join Councilwoman Barber for FREE Zumba on every Saturday morning at Clark Community Park at 8:00 a.m. Come out for fitness in the park!
- Join us for Tasty Tuesday Food Truck Takeover at Clark Park Tuesday, August 9th, August 16th, August 23rd and August 30th, each day from 5:30 – 8:30 p.m. Come out and enjoy great food and family fun!
- The City of Stockbridge will host its next Annexation Town Hall Meeting on Monday, August 15th at 6:30 p.m. at Global Impact Christian Ministries 125 Red Oak Road Stockbridge, GA. Come out and learn the facts about the Annexation Referendum, Neighborhoods in the proposed area, benefits of Stockbridge Annexation and proposed council districts.
- Main Street Movie on the City Hall Lawn will be viewed on Friday, August 19th featuring (Spiderman). The fun starts at 7:00 p.m. Bring your lawn chairs and blankets!
- Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, August 22nd from 10 a.m. to noon (In-Person). Please contact Rosalynd Rawls to schedule an appointment. 770-389-7900 ext. 248.

UPCOMING CONCERTS

- Fantasia and Johnny Gill – Saturday, August 13th SOLD OUT
- Fantasia and Johnny Gill 2nd Show – Sunday, August 14th
- Ladies Night Out Ft. 112, Blackstreet, Next and Ginuwine, Saturday, August 20th
- Justin Moore w/Spencer Crandall, Saturday, August 27th

EXECUTIVE SESSION (Exemptions from the Georgia Open Meetings Act)

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

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

Councilman Alexander motioned to reconvene the Meeting; seconded by Councilman Blount. The motion passed 3-0 (Gantt and Thomas were not present for the vote).

Motion to appoint Ariel Shaw and Cathy Hill as members of the Citywide Development Authority made by Councilman Alexander; seconded by Councilman Blount. The motion passed 3-0. (Gantt and Thomas were not present for the vote).

ADJOURN

Councilman Alexander motioned to adjourn; seconded by Councilman Blount. The motion passed 3-0 (Gantt and Thomas were not present for the vote).

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



Where Community Connects

SPECIAL CALLED MEETING AGENDA

MONDAY, AUGUST 15, 2022 2:00 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
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.

Mayor Pro Tem Thomas motioned to adopt the Agenda; seconded by Councilman Alexander. The motion passed 5-0.

Councilman Alexander motioned to convene Executive Session for Personnel; seconded by Mayor Pro Tem Thomas. The motion passed 5-0

Mayor Pro Tem Thomas motioned to adjourn Executive Session with no action; seconded by Councilman Thomas. The motion passed 4-0 (Councilman Blount was not present).

Mayor Pro Tem Thomas motioned to reconvene the meeting; seconded by Councilman Alexander. The motion passed 4-0 (Councilman Blount was not present).

Mayor Pro Tem Thomas motioned to adjourn; seconded by Councilwoman Gantt. The motion passed 4-0. (Councilman Blount was not present).

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



SPECIAL CALLED MEETING SUMMARY MINUTES

MONDAY, AUGUST 15, 2022 2:00 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
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.

Mayor Pro Tem Thomas motioned to adopt the Agenda; seconded by Councilman Alexander. The motion passed 5-0.

Councilman Alexander motioned to convene Executive Session for Personnel; seconded by Mayor Pro Tem Thomas. The motion passed 5-0

Mayor Pro Tem Thomas motioned to adjourn Executive Session with no action; seconded by Councilman Thomas. The motion passed 4-0 (Councilman Blount was not present).

Mayor Pro Tem Thomas motioned to reconvene the meeting; seconded by Councilman Alexander. The motion passed 4-0 (Councilman Blount was not present).

Mayor Pro Tem Thomas motioned to adjourn; seconded by Councilwoman Gantt. The motion passed 4-0. (Councilman Blount was not present).

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

MONDAY, AUGUST 30, 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
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 Ms. Armenta Jones.

Pledge of Allegiance was recited by all in attendance.

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

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

REVIEW OF THE MINUTES No Action

1 Council Meeting Minutes July 11, 2022

2 Work Session Minutes July 26, 2022

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated. None

PRESENTATION

3. FY2022 AUDIT REPORT – Presented by John Wiggins, City Treasurer and Hope Pendergrass of Mauldin & Jenkins

Ms. Pendergrass noted the City of Stockbridge received an unmodified/clean opinion and an is the best that you can get; noted the auditors have ascertained the financial statements were correct and commended the city on its efforts; noted one of the new

items added in 2021 was the outstanding bonds issued to the PFA (Public Facilities Authority); noted the city remains in a strong cash position; noted the city has had a history of 200% in reserves or more than one year of operations in reserves, and is now at 100% or the equivalent of one full year and not many communities have such a strong position; noted the city's Fund Balance has been decreasing due to the City's decision to move forward with a number of projects and initiatives that were previously placed on hold due to the uncertainty of the de-Annexation Referendum, and that was to be expected; noted the Merle Manders Conference Center and Ted Strickland Community Center was moved this year into the General Fund and will show up as a department to better reflect those operations because the General Fund was subsidizing those operations; noted most of the city's revenue comes from franchise taxes and the biggest expenditure coming from transfers out to complete capital projects; noted the General Fund is the heartbeat of any city, with other funds being earmarked for specific purposes; and noted the City continues to have a positive cash flow from operations; noted there were findings that are required to be reported regarding an improvement of policies and processes that have been put in place and will continue going forward.

Councilman Alexander commended the finance team and staff for their due diligence in keeping the city financially sound; noted GMA recommends 25 – 30% Fund Balance; noted it is not the city's job to keep funds in the bank, but to provide services and make improvements to the city; noted the city does not have a property tax and noted the city collects franchises taxes in cyclical times and asked that Ms. Pendergrass expand upon the General Fund accounts.

Ms. Pendergrass noted as of December 31, 2021, the General Fund had a \$13.5 million cash balance with franchise taxes that were received of about \$1.9 million and makes up majority of liquid assets; total Fund Balance was around \$16 million; with some of the Fund Balance earmarked; noted the ARPA fund had about \$5 million with only \$1.3 million used as of December 31, 2021; and noted other funds such as PFA (Public Facilities Authority) bonding, SPLOST V (Special Purpose Local Option Sales Tax) and City-Wide Capital Projects.

Ms. Pendergrass noted her firm has 12 offices across five states and audits 650 municipalities with 125 of those municipalities in the state of Georgia and less than a handful of those municipalities have 99-100% Fund Balance, with the City of Stockbridge being one of those municipalities, and should be commended, noting most municipalities only have a 3-6 month reserve; and also noted approximately \$2.22 million dollars of the Fund Balance asses are tied up in property and being held for resale and \$8 million that has been obligated to various projects.

4. Parks Master Plan Update – Presented by Decius Aaron, Public Works Director, and Bryan Bays & Beverly Bell of TSW.

Mr. Aaron noted the city has been meeting with TSW for the last six months regarding the Parks Master Plan and introduces Ms. Bell, Mr. Bays, and Ms. Hubble from TSW.

Ms. Bell noted the plan takes into account the next ten years, and accounts from the proposed annexation; referenced the city's six city parks, Clark Community Park, Gardner Park, Memorial Park, Municipal Park, Reeves Creek Trail and Trailhead and Unity Monument Park and noted there are nearby County parks that are outside of the

scope of the project, but important to take note and those parks are J. P. Moseley, Cochran Park, Mickie D. Cochran Park and Pates Nature Preserve for a total 214 acres; noted they compared the city's parks to those with similar sized communities and found that the national average per acre 9.8 acres per 1,000 resident and Stockbridge has 1.2 acres per resident and is well below the national average; and the majority of the sports and recreation amenities are below the national average.

Ms. Bell noted there have been steering committee meetings, stakeholder interviews, a public kick-off meeting, tasty Tuesday pop-up to hear from the public. Ms. Bell noted Clark Park is the most popular park and citizens would like to see walking trails within the park, public art, sports courts, community gardens, aquatic center or splash pad, security improvements and educational signage.

Ms. Bell noted proposed recommendations for Clark Park include the addition of pickleball and tennis courts, a splash pad, educational signage, restoring the stream, rebuilding the bridge, add lighting along trail, improve stormwater management, maintain the playground, add public art, and improve pedestrian connections to Gardner Park, resurface the parking lot and installing a community garden; noted proposed recommendations for Gardner Park would be to expand the park to the south, improve connectivity in park, improve pedestrian connections to Cochran Park, improve stormwater management, restore the stream, fix/repair bridge, add new playground, add signage, add benches along trail and resurface the parking lot; noted proposed recommendations for Memorial Park would be to relocate the transfer station, add a new park entrance, improve pedestrian connections to surrounding areas, add interpretive signage along MLK Senior Heritage Trail, improve internal ADA circulation, improve Reeves Creek Trail visibility, add shade features, public art, and install a community garden; noted proposed recommendations for Reeves Creek include adding shade around exercise equipment, add bathrooms, signage and information kiosk and public art; noted proposed recommendations for Unity Monument Park would be to add digital informational screens to be determined upon completion of the adjacent streetscape project for Municipal Park.

Ms. Bell noted proposed recommendations for a new park plan could have multiple sites and would include basketball courts, tennis court, pickleball court, skatepark, football fields, baseball fields, soccer fields, softball fields, playgrounds, public art, adventure zone, multi-use trails, rock climbing, picnic pavilions, open lawn, dog park and natural areas.

Mayor Ford noted more land would need to be located for more parks and the TSPLOST (Transportation Special Local Option Sales Tax) if passed would be a part of the trail heads.

Councilwoman Barber inquired on the location of a splash pad at Memorial Park.

Mr. Bays noted the next steps would be to draw the plans up to determine a location.

Councilman Alexander noted the importance of having shade around the playground area at the parks, upgrading the playground at Clark Park and the maintenance of the equipment.

Mr. Aaron mentioned staff maintains the park and have made numerous repairs since the new equipment was installed two years ago and noted the master plan would set the tone moving forward.

Councilman Blount suggested making Jennings Way a one-way street and add a walking trail along the street.

Councilwoman Gantt suggested adding benches, shrubbery, and artwork within the parks.

Mayor Pro Tem Thomas noted Memorial Park has the biggest challenge as it lacks much needed parking; noted the city would need to commit with moving the transfer station and commit to land acquisition.

NEW BUSINESS

5. Council Consideration to approve the Street Resurfacing List for the FY2024 LMIG (Local Maintenance & Improvement Grant); RFP for services will be in late FY2023.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted the request for Council approval of the LMIG 2024 street resurfacing list noting the RFP will be released in late 2023; noted approximately 5.2 miles of roads will be resurfaced and would include: Surrey Lane from Carriage Lake Dr. to Cul-De-Sac in Carriage Lake Subdivision, Chariot Court from Surrey Lane to Cul-De-Sac in Carriage Lake Subdivision , Coach Way from Carriage Lake Dr. to Cul-De-Sac in Carriage Lake Subdivision, Lakefront Court from Carriage Lake Dr. to Cul-De-Sac in Carriage Lake Subdivision , Carriage Lake Lane from Carriage Lake Dr. to Cul-De-Sac in Carriage Lake Subdivision , Gallup Dr. from Brunswick Circle to Cul-De-Sac in Pine Grove Subdivision, Gallup Dr. from Brunswick Circle to Gallup Dr. in Pine Grove Subdivision, Shatley Dr. from Gallup Dr. to Cul-De-Sac in Pine Grove Subdivision , Brunswick Circle from Baltimore Ave. to Baltimore Ave. in Pine Grove Subdivision , Rock Lane from Brannan Rd. to Cul-De-Sac in lakeside Subdivision, Needletop Ct. from Rock lance to Cul-De-Sac in lakeside Subdivision, , Falcons Ridge to Hawk Eye Ct., to Cul-De-Sac in lakeside Subdivision, Enclave Trail from Vista Creek Dr. to Thornwick Trace in Monarch Village Subdivision, Chelsea Wood ct. to Vista Creek Dr. to Cul-De-Sac in Monarch Village Subdivision, Redbud Ln. from Country Club Dr. N. to Deerwood Dr. in Windsong Subdivision, Deerwood Dr. from City Limits (755 Deerwood Dr.) to Cul-De-Sac in Windsong Subdivision, Willow Hill Ln. from Country Club Dr. to Deerwood Dr. in Windsong Subdivision, Lytton Ct. from Sunderland Way to Cul-De-Sac in Wyngate Lakeside Subdivision, Chaucer Way from Sunderland way to Cul-De-Sac in Wyngate Lakeside Subdivision, Paramount Dr. from Cul-De-Sac to Cul-De-Sac in the Summit Subdivision and Fairhaven Blvd. from Fairhaven Ct. to Sheffield Court Appleton Subdivision.

Councilwoman Gantt motioned to approve; seconded by Councilwoman Barber. The motioned passed 5-0.

6. Council Consideration to approve the T-Mobile Lease Renewal at 4617 North Henry Blvd. (Million Gallon Tank) in the amount of \$3,500 per month.

Presented by; Decius Aaron, Public Works Director

Mr. Aaron noted T-Mobile maintains the cellular antenna on top of the million-gallon water storage tank and pays the city \$3,500 month; noted the T-Mobile lease will expire December 2022 and recommends renewal of the lease.

Councilman Alexander inquired on the back-up data showing the rate is in line with the fees in the metro area.

Mr. Aaron noted he would get the information and bring comparable fees to the Council.

Councilman Blount inquired about the renewal term.

Mr. Aaron noted the lease is renewed annually.

Councilman Alexander motioned to Table to be presented at the September 12, 2022 meeting; seconded by Councilwoman Barber. The motion passed 5-0.

7. Council Consideration to approve the Georgia Power Lighting Agreement for Streetlight Enhancement in the amount of \$115,029.00. Funding Source: Proposed FY2023 Budget.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted he and the former City Manager were tasked with meeting with Georgia Power to look at enhancing the streetlights throughout the city; noted an analysis was completed and the results is to begin with adding 191 additional streetlights in the amount of \$115,029 noting this would be added to the annual streetlight budget which is currently \$550,000; and noted the proposal includes the following streets: Eagles Landing Pkwy @ Hwy 42; Eagles Landing Pkwy @ Country Club Drive; Flippen Road @ North Henry Blvd; Patrick Henry @ Jodeco Road; Hudson Bridge Rd. @ Quick Trip; Hudson Bridge Rd. @ I-75 to Hwy. 42; Campground Road @ Hwy. 42; Intersection of Hudson Bridge Rd. @ Rock Quarry Rd.; Davidson Parkway; Old Atlanta Rd.

Mayor Pro Tem Thomas noted he reviewed the proposed street lighting item with Mr. Aaron who confirmed additional streets could be added to the proposal and requested streetlights to be added to the following locations: Tye St. to Childs St.; Wilson St. to Walker St.

Councilman Alexander made a request to add Love St. to Jim Clark Dr. to the proposal noting there should be a priority placed on the downtown district.

Councilman Blount agreed with the downtown district being the priority.

Councilwoman Barber asked if there was an assessment done over the entire city.

Mr. Aaron noted GA Power made the determination of priority based on the immediate need, noting this would be an ongoing project.

Mayor Pro Tem motioned to approve the streetlight proposal as amended with the additional streets as proposed; seconded by Councilwoman Gantt. The motion passed 5-0.

8. Council Consideration to approve the Job Description, Pay and Classification, and Organizational Chart for the Management Analyst Position and Budget Amendment in the amount of \$21,108.58. Funding Source: Fund Balance.

Presented by: Frederick Gardiner, City Manager

Mr. Gardiner noted Management Analyst position was created to help move forward in technology implementation and software implementation which would help streamline operations around the strategic plan and management of operations; and noted the new position would help with looking at implementing Open Gov software and would assist with the development of the annual fiscal year budget.

Mayor Ford asked for clarification of the budget amendment noting the documents presented had two different amounts.

Mayor Pro Tem Thomas motioned for this item to be presented following Executive Session for Personnel; seconded by Councilman Blount. The motion passed 5-0.

9. Council Consideration to approve an Intergovernmental Agreement (IGA) re: New World Public Safety System Software with Henry County

Presented by: Frank Trammer, Police Chief

Chief Trammer noted the City Attorney has reviewed and approved the (IGA) Intergovernmental Agreement and it has also been approved by the Henry County Board of Commission; noted the Police Department currently uses Tyler Technologies for the Computer Automated Dispatching (CAD) and reporting management which is also used throughout the County to be on the same platform on behalf of all the agencies; noted the IGA would make city users responsible for a portion of the annual maintenance agreement with an ongoing annual cost of about \$100,000 for the system and will be divided based upon the city's usage of the system with the city paying roughly \$24,217 annually.

Mayor Ford inquired on the funding source.

Chief Trammer noted the funding source would be the police department budget.

Councilman Alexander motioned to approve an Intergovernmental Agreement (IGA) For New World Public Safety System Software with Henry County; seconded by Councilwoman Barber. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford noted we are still in a pandemic; noted Pfizer and Moderna vaccinations are available at the Henry County Health Department from 9am – 11:30 am and 1pm – 2:30 pm at 135 Henry Parkway or call their office at 470-664-0005 for more information; noted COVID Testing is taking place at Red Hawk Field on Henry Parkway Mon., Wed., and Fri. from 9am – 3pm; noted the CDC recommends everyone who is eligible to get their 2nd booster; noted Henry County has 52,823 confirmed COVID cases, 647 COVID deaths, and 2,659 COVID hospitalizations; noted there are 1,240 confirmed Monkey Pox cases in Georgia with 98% men, 79% African-American, 13% Caucasian, and 7% Hispanic and noted 16,467 1st dose vaccinations have been administered, and 1,079 2nd dose vaccinations have been administered, and asked everyone to stay safe; referenced good news for Stockbridge native, and Atlanta Braves player, Michael Harris, II has signed an

8-year \$72 million dollar contract, offering congratulations and hopeful that he may be honored with the Rookie of the Year award and asked everyone to remain safe over the Labor Day Holiday and enjoy friends and family.

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

- Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. City Hall Levi Meeting Room (Sep 9)
- City Council Meeting, Second Monday of each month – City Hall Council Chamber (Sep 12)
- Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month City Hall Levi Meeting Room - City Hall (Sep 14)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Sep 20)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Sep 20)
- Planning Commission Meeting, 4th Thursday at 6:30 p.m. City Hall Council Chamber – (Sep 22)
- City Council Work Session Meeting, Tuesday at 6:00 p.m. – City Hall Council Chamber (Sep 27)

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: [Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov](mailto:Rosalynd.Rawls@cityofstockbridge-ga.gov) Thank you for your service!
- Please join Councilwoman Barber for FREE Zumba on every Saturday morning at Clark Community Park at 8:00 a.m. Come out for fitness in the park!
- Please join Mayor Ford for the Clergy Round Tuesday, September 6th at City Hall in the Levi Meeting Room. Contact Rosalynd Rawls at 770-389-7900 ext. 248 for more information.
- The City of Stockbridge will host its next Annexation Town Hall Meeting Thursday, September 8th at 6:30 p.m. via Zoom. Tune in to learn the facts about the Annexation Referendum, Neighborhoods in the proposed area, benefits of Stockbridge Annexation and proposed council districts.
- Join us for the city's annual 9/11 Commemoration as we observe the anniversary of the September 11, 2001 attacks which took place in New York City, Washington, DC, and Shanksville, Pa where 2,53 people lost their lives. We will also honor those who responded to the attacks. Their sacrifice will never be forgotten. The ceremony will take place on the steps of City Hall beginning at 8:00 a.m. Please note there will be temporary road closures in the area.
- Main Street will host the movie on the City Hall Lawn featuring (Spiderman), The fun starts at 7:00 p.m. Bring your lawn chairs and blankets! Date TBD. Stay tuned for the announcement.

- BridgeFest is Back! Are you ready for a day filled with family fun and a great festive atmosphere, delicious food trucks, and entertainment featuring the Parliament Funkadelic. Join us Saturday, September 24th at the Stockbridge Amphitheater with activities beginning at 2:00 p.m. Contact our Events staff for vendor information at 770-389-5982.
- Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, September 27th from 10 a.m. to noon (In-Person). Please contact Rosalynd Rawls to schedule an appointment. 770-389-7900 ext. 248.
- The City of Stockbridge will host an in-person Annexation Town Hall Meeting Thursday, September 29th at 6:30 p.m. at the Monarch Village Clubhouse 240 Monarch Village Way, Stockbridge. Come out to learn the facts about the Annexation Referendum, Neighborhoods in the proposed area, benefits of Stockbridge Annexation and proposed council districts.

UPCOMING CONCERTS

- UB40, The Original Wailers, Maxi Priest, and Big Mountain – Friday, September 2nd.
- T.I., Waka Flock, and Dem Franchise Boyz, Friday, September 16th.
- HispaniFest, Saturday October 1st
- Charlie Wilson, Friday, October 14th
- Keith Sweat, Saturday, October 29th

EXECUTIVE SESSION (Exemptions from the Georgia Open Meetings Act)

Councilwoman Gantt motioned to convene Executive Session for Real Estate, Personnel, and Litigation; seconded by Mayor Pro Tem Thomas. The motion passed 5-0.

Councilwoman Barber motioned to adjourn Executive Session; seconded by Mayor Pro Tem Thomas. The motion passed 5-0.

Mayor Pro Tem Thomas motioned to reconvene the Meeting; seconded by Councilwoman Barber. The motion passed 5-0.

Councilman Blount motioned to approve Item #8 for the Job Description, Pay and Classification, and Organizational Chart for the Management Analyst Position and Budget Amendment in the amount of \$21,108.58; seconded by Councilman Alexander. The motion passed 5-0.

ADJOURN

Mayor Pro Tem Thomas motioned to adjourn; seconded by Councilman Blount. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



Estimate 22-110-1

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
2108 BENTLEY DRIVE, STONE MOUNTAIN, GA 30087
Tel (770) 413-0093 Ext. 804 / Fax (770) 413-0050
estimating@summitcd.com

PROPOSAL

Date: 10/5/2022

Project: Parking Improvements North Lee Street
Location: Stockbridge GA

To (Company): City of Stockbridge / Falcon Design Consultants
Phone: 770-560-6992
Email: slayton@fdc-llc.com

Attention: Skip Layton
Falcon Design Consultants

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL	LS	1	\$ 17,900.00	\$ 17,900.00
210-0100	GRADING COMPLETE -	LS	1	\$ 287,402.96	\$ 287,402.96
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1069	\$ 42.00	\$ 44,898.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	667	\$ 160.00	\$ 106,720.00
413-0750	TACK COAT	GL	983	\$ 3.50	\$ 3,440.50
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	538	\$ 15.00	\$ 8,070.00
441-0104	CONC SIDEWALK, 4 IN	SY	1093	\$ 54.00	\$ 59,022.00
999-5200	DETECTABLE WARNING SURFACE	SF	202	\$ 30.00	\$ 6,060.00
441-6216	CONC CURB & GUTTER, 6" X 24", TP 2	LF	2198	\$ 25.00	\$ 54,950.00
	CONCRETE FLUME	LF	50	\$ 45.00	\$ 2,250.00
636-1033	HWY SIGNS, TP 1 MATL-REFL SHEETING, TP 9	SF	27	\$ 36.00	\$ 972.00
636-2070	GALV STEEL POSTS TP 7	LF	36	\$ 15.00	\$ 540.00
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	2345	\$ 2.00	\$ 4,690.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	507	\$ 2.00	\$ 1,014.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	33	\$ 12.50	\$ 412.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	354	\$ 4.50	\$ 1,593.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	50	\$ 68.00	\$ 3,400.00
	HEADWALL, 18 IN	EA	2	\$ 2,500.00	\$ 5,000.00
	OCS - 4'	EA	2	\$ 18,500.00	\$ 37,000.00
	FOREBAY CLEANOUT MARKER POST	EA	2	\$ 2,250.00	\$ 4,500.00
161-1000	EROSION CONTROL	LS	1	\$ 47,937.50	\$ 47,937.50
700-9000	SOD	SY	1811	\$ 11.85	\$ 21,460.35
	TILIA AMERICANA 2" CAL	EA	17	\$ 650.00	\$ 11,050.00
	DECORATIVE FENCE	LF	51	\$ 150.00	\$ 7,650.00
	MODULAR RETAINING WALL per detail sheet 11.1	SF	161	\$ 75.00	\$ 12,075.00
	Note: The existing retaining walls in the Amphitheater do not match with the modular block wall indicated on the plans. The delivery time of the blocks is 15 to 20 weeks.	AGREED TO MODULAR BLOCK RETAINING WALL WITH CITY STAFF DUE TO LOCATION, DESIGN REQUIREMENTS AND COST			
	Total				\$ 750,007.81

ORIGINAL PROPOSAL AMOUNT \$801,554.00
REVISED PROPOSAL AMOUNT \$750,007.81
TOTAL NEGOTIATED SAVINGS \$ 51,546.19

Terms and Conditions:

1. Scope of Work. Contractor agrees to furnish all material, labor, installation, insurance, equipment, and tools required for the prompt and efficient execution of the work described herein in a professional and workmanlike manner.

2. Quote Amount. Owner agrees to pay Contractor for the strict performance of his work, the sum as indicated above subject to additions and deductions for changes in the scope of work as may be subsequently agreed upon. Due to current fluctuations in the materials markets, the proposal price is based upon material pricing as of the proposal date. This proposal price is valid for 30 days.

3. Disclaimer:

Due to the constant fluctuation in material costs and fuel, pricing is subject to change. If completion is delayed as a result of major or unforeseen circumstances including but not limited to any strike, lockout, shortage of materials, riot, political or civil disturbance, exceptionally inclement weather, or any variation, act, or omission on the part of the Owner, its representative or any other cause beyond the control of Summit Construction & Development LLC, then the Owner shall not for such reason have any claim against Summit Construction & Development LLC whether for damages or otherwise; The Owner agrees to hold Summit Construction & Development LLC harmless and Summit Construction & Development LLC shall be entitled to a fair and reasonable amount of time for the completion of all works contracted.

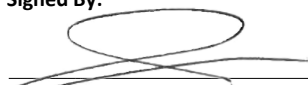
4. Payment:

Payment is to be made upon completion of work. There will be a 1.5% finance charge added to unpaid invoices after 30 days of the invoice date and completion and 18% per annum on the unpaid balance. Customer will be responsible for any fees, legal or otherwise, incurred in the process of collections of all past due and unpaid invoices.

Exclusions: (This Proposal does NOT include any of the following items)

1. Permit Fees
2. Engineering Services
3. Excavation or Hauling unsuitable soils. Rock excavation, rock breaking or drilling and haul off
4. Any scope of work other than items mentioned in the pricing sheet.

Signed By:


Ruben Duran

President

Summit Construction and Development, LLC

Date 10/5/2022

Accepted By:

Owner: _____

Date: _____

Stockbridge Amphitheater

Stockbridge, Georgia



Amphitheater Location:

4650 North Henry Blvd
Stockbridge, Georgia 30281

Administrative Offices:

4640 North Henry Blvd
Stockbridge, GA 30281
kjordan@cityofstockbridge-ga.gov

Stockbridge Amphitheater

Stockbridge, Georgia

Thank you for your interest in the Stockbridge Amphitheater located at City Hall in beautiful downtown Stockbridge, Georgia!

Constructed in 2021, the Stockbridge Amphitheater space consists of 2.7 of the park's 3.5 total acres. Terraced, stadium style, lawn seating areas, with sufficient slope, provides proper sight lines to the band stand for events.

The Amphitheater may be reserved and used for special events and performances with an expected attendance of 3,500 guests or less. Rental includes permanent restrooms, plaza, stage, dressing room, green room, loading area and terraced lawn seating areas.



Hours and Days of Availability

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Hours and Days of Availability

1. Availability Schedule

- a. The Amphitheater is available for rental during the following hours:

Sunday	9:00 am – 9:00 pm
Monday through Thursday	7:00 am – 10:00 pm
Friday and Saturday	7:00 am – 11:00 pm

- b. There will be no concerts or other special events scheduled on City of Stockbridge holidays.

New Year's Day	Martin Luther King's Day
Good Friday	Independence Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Labor Day	Christmas Eve
	Christmas Day

- c. Non-City of Stockbridge Sponsored Events will be limited to **one (1) event per month**.

Reservation Procedures

2. Rental Application

- a. Reservations are accepted on a first come, first served, first pay basis. The full facility may be reserved up to 6 months in advance upon receipt of a signed Rental Agreement and all fees. All prospective Applicants must complete and submit a Rental Application and pay the application review fee of \$ 50.00 to the City of Stockbridge. The application must contain all required attachments, including an event proposal and proposed event site plan.
- b. The City of Stockbridge has the exclusive right to determine whether to allow an individual or organization to use the facility. The decision to approve or deny facility use is based on whether or not the planned event is in the best interest of the City of Stockbridge. All facility reservation requests will be evaluated on the following factors:
- Availability on the requested date(s)
 - Nature and character of the proposed event
 - Financial condition of the Applicant to undertake the event
(The City reserves the right to request financial statements and references)
 - Ability of the Applicant to properly manage the event
 - Ability of the facility to safely accommodate the event without damage to the facility
 - Applicant's prior rental history at the Amphitheater or other venues
 - Ability of the City of Stockbridge to adequately support the event
 - Safety concerns
 - Financial return to the City of Stockbridge
 - Impact on the surrounding community
 - Other events previously scheduled by the City or its entities.

- c. No oral agreements for use of the Amphitheater are valid. Reservations are valid when confirmed in writing with the approval of the Rental Application and Rental Agreement. If the request is rejected, the Applicant will be notified in writing from when the application is submitted.
- d. Rental Fee must be paid in full at the signing of the Rental Agreement. With few exceptions, all other fees are due at the signing of the Rental Agreement.
- e. Reservations are tentative and not final or binding in any manner until a Rental Agreement is signed by the Applicant, executed by the City of Stockbridge, and all appropriate fees are paid. The agreement must contain all required attachments, including an event proposal, proposed event site plan, licenses, and insurance documentation.
- f. The City of Stockbridge's Events Manager will work with each Applicant to provide the coordination necessary to hold events at the Amphitheater. All communications between the Applicant and the City of Stockbridge shall be through the Events Manager.

3. Rental Agreement

- a. Once the Rental Application is approved, the Amphitheater Office will prepare a Rental Agreement. An Applicant, or any other person, firm, or corporation may not advertise an event, sell tickets or use any space or facilities at the Amphitheater without a properly executed Rental Agreement. The Rental Agreement will provide the terms and conditions of the rental, fee information, insurance requirements, event dates, facility use restrictions, ticket sales information, and any other special conditions associated with the rental. Rental Agreements do not cover any space or accommodations other than those listed in the document.
- b. The Rental Agreement is solely between the Applicant and the City of Stockbridge; therefore, no other party/parties are allowed to represent the contracted parties. All persons signing the agreement must be at least 21 years of age, and shall be legally and financially liable and responsible for any damages and injuries that occur during the rental period.
- c. Applicants cannot sublease or assign its reservation to another individual, group, or organization without the prior written approval of Events Manager.
- d. Any misrepresentation as to the nature of the event, expected number of attendees, contact, or payment information, or any other falsification of permit documents will result in immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future permit requests and/or legal action.
- e. **Equal Opportunity:** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with an event held at the Amphitheater based on the grounds of race, religion, color, creed, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability.

4. Applicant Responsibilities

- a. Applicants are solely responsible for organizing, financing, advertising, and conducting the event and activities stated on the Rental Application. Neither the City of Stockbridge nor the Amphitheater shall be a sponsor or supporter of an event unless agreed to in writing.

- b. Applicant shall pay for talent, sound and lights, stagehands, publicity, advertisements, backstage catering, event security, medical services, ASCAP/BMI, transportation, trash removal, equipment (to include a bucket lift, portable lighting, fencing and barricades etc.), telephones, event maintenance, crowd sanitation, runners, personnel and services necessary for the efficient and safe presentation of events at the Amphitheater.
- c. Rentals may require the provision of additional portable toilets at the sole cost of the Applicant depending on the scope and nature of the proposed event. Final determination of the number of portable toilets is at the discretion of the Events Manager.
- d. Applicant shall obtain or shall require its agents and contractors to obtain all necessary permits, licenses, and liability insurance. Applicant shall abide by all applicable laws and ordinances and these rules and regulations.
- e. Applicant shall provide the Events Manager with a list of event staff and their designated areas of responsibilities. The staff list should include a clear indication of those staff members authorized to access the facility. Applicant shall identify an authorized representative to obligate Applicant for charges for services, personnel, and equipment.
- f. Applicant is responsible for obtaining an efficient form of communication for its event staff.
- g. Upon approval from Mayor and Council; each member of the Council can have use of the Amphitheater.

Amphitheater Use Fees and Policies

5. Payment of Fees and Deposits

- a. All fees payable to the City of Stockbridge in connection with renting the Amphitheater shall be paid with a corporate check, money order, cashier's check or credit card (MasterCard, Discover or VISA). The full Rental Fee is due upon the signing of the Rental Agreement. If full payment is not received by this time, The City of Stockbridge will cancel the reservation and will retain all deposits paid by Applicant. Failure to pay all fees may also result in denial of future permit requests.
- b. For events booked within 30 days of the event date, payment will be due in full immediately, and will only be accepted in the form of money order, cashier's check or major credit card.

6. Security/Damage Deposits

- a. The minimum security/damage deposit (Dollar value equal to 1/2 of the Rental Fee) is required at the signing of the Rental Agreement. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security/damage deposit.
- b. Deposits shall be used to repair, replace, or pay for any property damage that occurs during the rental either by the Applicant or any participant at the event produced by the Applicant. The unused portion of the deposit may be refunded to the Applicant after the event. However, the deposit may be held at the City's discretion for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit shall be returned upon the following conditions:
 - 1. All terms of the contract have been met.
 - 2. All facilities are left in good and clean condition.

3. Cancellation procedures have been followed.

- c. An advance security/damage deposit does not relieve the Applicant of the obligation to provide a Certificate of Insurance as outlined in the Rental Agreement and these policies, nor does it limit the City's right to charge the Applicant for the full amount of damages incurred.
- d. If no damage is found, or if the deposit posted exceeds the damage claim, the excess security/damage deposit will be applied to any outstanding charges for rental, equipment, or services. Any remaining deposit will be refunded by City of Stockbridge check or credited to the original credit card.

7. Returned Check Policy

Any returned checks on a security/damage deposit or rental fee will result in a \$35 service fee. Upon receipt of a returned check, any and all reservations will be immediately cancelled.

8. Facility Rental and Deposit Rates

- a. All fees for the Amphitheater are established by the City of Stockbridge City Council and are subject to change.
- b. Rental charges refer to the rental of the facility and do not include the cost of any labor or other costs not explicitly stated otherwise. User costs vary depending on the nature of the event.

9. Rate Categories and Fees

Civic and Educational Events

\$2,500

(Per 6 Hour Minimum)

- Events that are held by a public, civic, educational, religious or charitable organization.
- A private, non-profit group must be registered with the Georgia Secretary of State and have a 501 (c) (3) status.
- No admission, entry, or any other fees, donation or revenue producing activities may be utilized or charged.
- Any costs for services provided by and incurred by the City of Stockbridge for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$200 per hour.

Non-Profit Benefit Events

\$2,500

(Per 6 Hour Minimum)

- Events that are held by a public, civic, educational, religious or charitable organization.
- A private, non-profit group must be registered with the Georgia Secretary of State and have a 501 (c) (3) status.
- Event is Open to the Public.
- Admission or entry fees may be charged
- The Primary focus of the event is to raise funds for a charitable purpose.
- Political action groups, political parties, and political candidates do not meet the qualifications for the non-profit or civic group rate.
- Any costs for services provided by and incurred by the City of Stockbridge for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$200 per hour.

Private Events

\$7,500

(Per 6 Hour Minimum)

- Closed to the public with no admission or entry fees charged
- Non-revenue producing event
- Any costs for services provided by and incurred by the City of Stockbridge for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$500 per hour.

Commercial / For Profit Events

\$10,000

(Per 6 Hour Minimum)

- Open to the public where the primary objective is making a profit; **however no commercial/for profit event or concerts shall be allowed in the amphitheater.**
- Admission or entry fees are charged
- Any costs for services provided by and incurred by the City of Stockbridge for the operation of the event must be paid.
- **City of Stockbridge shall share in twenty percent (20%) of the box fees**
- Sponsor signage
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$500 per hour.
- Commercial / For Profit Events require payment in full at the time of reservation.

10. Coordination of Services (Exclusive Services)

To best serve its guests and to maintain the integrity of the Amphitheater facilities, it is the policy of the City of Stockbridge that certain services shall be provided by the City or its authorized agent(s) with the Applicant reimbursing the City for all costs associated with the provision of such services. These services MAY include and are not limited to:

- Concessions
- Janitorial
- Building/grounds trash collection
- Parking management
- Emergency medical
- Law enforcement
- Fire protection
- Event Monitoring

11. Detail Pay

Fire Personnel:	\$ 55.00/hour per employee
Police Personnel (Security):	\$ 55.00/hour per employee
Police Personnel (Traffic):	\$ 55.00/hour per employee
Police Car Fee	\$ 10.00/car per hour
Electrician (Contractor):	\$ 45.00/hour per employee
Event Staff (Public Works):	\$ 40.00/hour per employee

12. Ticket Sales/Admission Fees

Tickets (if sold for the event) may not be sold prior to approval of the Rental Agreement. Applicant may charge an admission fee to guests in the form of ticket sales. Ticket sales shall not exceed the capacity of the Amphitheater and shall be limited to 3,500. Admission fees collected are subject to a \$2 per ticket facility fee to support maintenance, repairs, and improvements to the facility. All for profit renters must provide Events Manager with a valid settlement sheet from their ticket sales company after the box office has closed day of show.

13. Payment for Emergency Medical and Police Personnel

- a. Applicant shall employ, at its sole expense, police, fire and emergency medical personnel as required by the City of Stockbridge to assure the safety and security of the event, guests, and staff. The work is considered outside voluntary employment which is scheduled by the City of Stockbridge and is not considered overtime.
- b. When City of Stockbridge extra/off-duty public safety personnel are to be provided, the Stockbridge Police Department will make a determination to the number and cost of extra/off duty personnel.
- c. All City of Stockbridge personnel fees are to be paid at the signing of the Rental Agreement. Any personnel hour overages will be invoiced to the Applicant after the event with all charges due within 14 days of receipt of invoice.

Cancellations and Refunds

14. Cancellations and Refunds

- a. Applicants, their guests, and contractors are bound by these Policies and Procedures. The City reserves the right to terminate any approved use of the facilities should these policies not be followed. The failure by the City to terminate use of the facility or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Rental Agreement and shall not affect the rights of the City to enforce against any other or subsequent breach by the applicant.
- b. Refunds of fees and deposits require written notice of cancellation 90 days or more prior to rental date. Cancellation notices of less than 90 days of scheduled date will result in a complete forfeiture of security deposit and rental fees. City personnel fees will be refunded in full up until 14 days prior to event. Cancellation of event within 14 days of scheduled date will result in a complete forfeiture of personnel fees.
- c. In the event that the Amphitheater is unable to deliver possession of the facilities, it will refund all deposits and rental payments to the Applicant in their entirety.

15. Force Majeure

The City of Stockbridge is not responsible for any event that is prevented, rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the City of Stockbridge. The City will not make any refunds for, or reschedule any events cancelled as a result of a force majeure.

16. Inclement Weather

- a. The Amphitheater is an outdoor venue subject to changing and inclement weather conditions. **No refund will be made due to weather.** Events are not postponed unless the National Weather Service issues a severe thunderstorm watch or warning for the time of the event. If an event is postponed due to inclement weather, the City will attempt to reschedule the event. In the case of rain on the day of the event, it is the Applicant's responsibility to contact Events Manager to receive information about whether the facility conditions are conducive to holding the event, or to reschedule. The decision of Events Manager is final. The Amphitheater does not reserve dates for inclement weather back-up.
- b. The intent of this policy is to ensure the safety of City of Stockbridge residents, employees, and visitors and ensure efficient operation of the Stockbridge Amphitheater or parks during severe/hazardous weather. Inclement weather may be described as stormy, severe, tempestuous, harsh, or merciless.
- c. Whenever it is determined that weather conditions may endanger, or place at risk, the health or safety of our residents, employees or visitors, or that conditions or events prevent performance of regular operations, services or responsibilities assigned to a scheduled event, closure of the park and/or amphitheater may be deemed necessary.
- d. The Events Manager shall make decisions regarding the conditions affecting the closure of all parks and facilities in the Events Department. This may include the cancellation of activities or events scheduled at any of the locations including the Amphitheater.

Insurance and Indemnification

17. Indemnification

- a. The City of Stockbridge assumes no responsibility for any property placed on or in its facility or grounds. The Rental Agreement shall indemnify, save and hold harmless the City, its officers, agents, and employees from any and all claims for losses, injuries, damages, and liabilities to persons or property, caused wholly or in part by the acts or omission of users, its agents, officers, employees, guests, or any person or persons admitted to the premises by the Applicant.
- b. The Applicant assumes full responsibility for character, acts, and conduct of all persons admitted to the premises by the consent of the Applicant, its officers, employees, or agents.
- c. The Applicant shall indemnify and save harmless the City from all suits brought against the City on account of any injuries or damages received or sustained by any party or parties by and from the Applicant, its officers, agents, employees, members, or any person admitted to the premises by the Applicant in the exercise or right and privileges granted here or on account of any admission of the Applicant.

18. Hold Harmless

- a. Applicant agrees to hold the City of Stockbridge, its officers, officials, employees and agents harmless from any and all claims, demands or liability for injuries to person or damage to property, including claims by employees of Applicant or claims by any contractor or sub-contractor which damages or injuries are occasioned by or in any way arising out of use or occupancy of the premises by the Applicant, its agents, invitees, officers and employees.
- b. Applicant further agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Stockbridge and its employees from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including, but not limited to, attorney's fees arising out of, or resulting from, the use or occupancy of the premises.

19. Insurance Requirements

- a. A certificate of insurance is required from Applicants evidencing insurance with policy limits equal to or greater than the limits described below. Insurance must be written by a licensed agent in a company authorized to do business in the state of Georgia. Certificates must name the City of Stockbridge as additional insured, in an amount specified by the City of Stockbridge and must be in effect for the duration of Applicant's occupancy of the facility, including move-in, move-out, and rehearsal dates.
- b. Applicant shall obtain and maintain at their expense, insurance with policy limits equal to or greater than the limits described below for the duration of the event. Proof of insurance must be received by the City of Stockbridge within 30 days of the signing of the Rental Agreement.

c. Accordingly, the Applicant and/or User shall provide a certificate evidencing the following:

1. Workers Compensation / Employers Liability Insurance – Statutory

- a. Employers Liability Insurance by Accident, Each Accident: \$1,000,000
- b. Employers Liability Insurance by Disease, Policy Limit: \$1,000,000
- c. Employers Liability Insurance by Disease, Each Employee: \$1,000,000
- d. Must comply with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted
- e. Must cover all Applicant's personnel performing work in connection with the rental

2. Commercial General Liability Insurance (Including Contractual Liability Insurance)

- a. Bodily Injury and Personal Property Damage Liability, Each Occurrence: \$1,000,000
- b. Products Completed Operation Aggregate Limit: \$2,000,000
- c. Personal and Advertising Injury Limits: \$1,000,000
- d. Fire Damage Limits: \$300,000
- e. Commercial General Liability Insurance covering all operations (including product / completed operations and personal injury), and Fire Legal Liability of property damage and bodily injury (including death).

3. Business Automobile Liability Insurance

- a. Combined Single Limits Each Occurrence \$1,000,000
- b. Including operation of non-owned, owned and hired automobiles
- c. The policy shall cover loss due to bodily injury or death and any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased

4. Liquor Law Liability

- a. Each Occurrence: \$1,000,000
- b. Required if authorized to sell or serve alcoholic beverages

d. It is understood that insurance in no way limits the liability of the Applicant and/or User of the Amphitheater facility.

e. Certificates of Insurance are to list the City of Stockbridge, its officers, officials and employees as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (Including coverage of the indemnification and hold harmless agreement) contained within the Rental Agreement.

- 1) This insurance for the additional insured shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.
- 2) Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.
- 3) Such certificates shall be provided to the Events Manager and must identify the "Certificate Holder" as follows:

The City of Stockbridge, Georgia
4640 North Henty Blvd
Stockbridge, GA 30281

- f. The City of Stockbridge must approve all insurance certificates, endorsements and/or policies prior to the start of any activities or events.
- g. The City of Stockbridge reserves the right to cancel any event upon failure of the Applicant and/or User to provide such proof of insurance within the specified time period.

Event Safety and Security

20. Occupancy Limits

No Applicant shall schedule an event, which will have an attendance larger than the posted maximum occupancy of 3,500 guests for the Amphitheater. All capacity limits will be enforced. The City of Stockbridge reserves the right to monitor the attendance and to limit admission - should the Amphitheater reach capacity.

21. Access by Facility/City of Stockbridge Personnel

- a. In performance of their duties, Rental Facility/City of Stockbridge personnel shall have the right to enter the areas contracted by the Applicant. Any working staff person representing the Facility/The City of Stockbridge may have access to the premises as deemed necessary to address facility issues. At all times, Applicant will honor the official identification credentials worn by Facility/City of Stockbridge personnel.
- b. Nothing contained in the Rental Agreement shall be construed to prohibit the City of Stockbridge, its Police Department, Henry County Fire Department, Health Department, Henry County or any other State agency, its agents or its employees from entering the rented premises for the purpose of discharging their lawful duties.

22. Courtesy Credentials

Applicant shall provide courtesy credentials in order for Events Manager and City of Stockbridge personnel to attend and monitor the event. Applicant will also insure that all staff, contractors and guests working with the Applicant have visible identification credentials and provide a list of those contractors for staff and security.

23. Fire, First Aid and Emergency Medical Services

- a. On-site emergency medical support is the responsibility of the Applicant and may be required for all public events. The following guideline will ensure appropriate medical coverage:

1 – 1,000 Guests	At discretion of Fire Department based on type of event.
1,000 +	At least Two (2) EMS Personnel also based on type of event and total number of participants.
2,500 – 3,500	One (1) Basic First Aid Site Three (3) EMS Personnel

- b. Off-duty and/or on-duty Henry County Fire Department Personnel or its contracted ambulance service provider personnel shall provide first aid and emergency medical services during the public hours of the event. Application and payment due with approved Rental Agreement.
- c. The Henry Fire Department reserves the right to increase or decrease the level of emergency medical coverage for events, depending on the nature of the event and its associated risks.
- d. Personal injuries must be reported to Events Manager immediately. Neither the City of Stockbridge, its officials, officers, employees nor agents shall be liable for any personal or property damage or injury occurring at the Amphitheater. Nothing herein shall be construed as a waiver of any immunity or defenses available to the aforementioned parties.

24. Fire Safety, Pyrotechnics and Use of Lasers

- a. All events must comply with the City of Stockbridge Fire Code and are subject to inspection by the Stockbridge Fire Marshall Department. Events Manager may, at its sole discretion, require the presence of the City of Stockbridge Fire Marshal and/or Fire Department during certain events. Personnel are scheduled at the Applicant's expense.
- b. Open flames, welding, candles and fireworks, or smoke emitting material as part of a performance or display or incorporating a large amount of combustible materials must be individually reviewed by the City of Stockbridge Fire Marshal and are prohibited in the Amphitheater without specific approval by Events Manager.
- c. Laser shows and spotlights are permissible, though each situation must be individually pre-approved in writing by Events Manager and the Fire Marshal. If approved, the use of lasers or spotlights will be strictly controlled and continuously monitored by the Fire Marshal.
- d. All drapes, curtains, or any materials used during events or performances must be flame retardant.
- e. Fire hose cabinets, fire extinguishers, sprinklers, fire exit doors, route of egress and any other fire safety device must not be hidden, obstructed or otherwise disturbed.
- f. Crates, packing material, wooden boxes and other highly combustible materials may not be stored in any building.

25. Security and Law Enforcement

- a. Applicant is responsible for providing the necessary number of uniformed security personnel as determined by the City of Stockbridge Police Department and bears all costs of event security. The Stockbridge Police Department will determine required security based on the type of the event and projected attendance. The Stockbridge Police Extra/Off Duty Employment policy is attached.
- b. The City of Stockbridge, through its Police Department, may also require Applicant to employ, at Applicant's expense, uniformed law enforcement officer(s) from at least one hour prior to the beginning of the event until one hour after the event. The City reserves the right to, and shall have the authority to, require a reasonable number of law enforcement officers which it deems necessary for a

particular event to ensure the safety of the public and premises at all times during which the facility is used and occupied by Applicant, or by persons authorized by Applicant.

- c. Applicant is required to contract with the Stockbridge Police Department for services provided on an hourly basis. Service will be provided with a two-hour minimum fee. Application and payment due with approved Rental Agreement. Application will be included with the Rental Agreement.
- d. Additional security personnel may be utilized by or with approval of the Events Manager and the Stockbridge Police Department and are made available through City of Stockbridge contracted vendors.
- e. A security plan shall be prepared by the Applicant in consultation with the City of Stockbridge Police Department. The plan shall specify the number of off-duty officers and/or private security personnel, if applicable, to be provided by the Applicant at Applicant's expense. At the option of the Applicant, the entire security requirement may be comprised of off-duty police personnel.
- f. Security / Law Enforcement Officer Staffing Guidelines

Low Impact Events

With attendance less than 500 guests
No alcoholic beverages sold or consumed
No on-site cash
Private event without public participation

Two (2) Security Officer

Gate/Pit

Moderate Impact Events

Attendance of 501 – 1,000 guests
No alcoholic beverages sold or consumed
On-site cash collection

Four (4) Law Enforcement Officers

Gate/Platform/(2) Pit

High Impact Events

Attendance of greater than 1,000 guests

Alcoholic beverages sold or consumed
On-site cash collection
Evening events

Nine (9) Law Enforcement Officers

Per 1,000 Guests

Gate(3)/Platform(3)/Pit(3)

26. Crisis Communications

The Events Manager and the Fire Chief shall be notified immediately if a major incident occurs during the event that threatens the safety or welfare of guests, employees, or equipment including incidents that require assistance from an emergency agency such as fire rescue or police. Once notified and if deemed necessary, the City of Stockbridge will take the lead in handling all media inquiries regarding the incident. Events Manager will work with Applicant to develop communications materials and manage the media effectively and in a timely manner.

27. General Safety Requirements

- a. Sidewalks, passageways, halls, stairways, seating areas or exits may not be obstructed by any object or person.
- b. No person will be allowed to bring in or keep anything that may create a fire hazard or be detrimental to the fire protection of the facility. All decorative material must be flame proof and only use of water-

based, non-flammable paint is allowed in set preparation. Open flames of any type, i.e. candles, grills, flash pots, etc. are not allowed.

- c. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of Events Manager.
- d. The number, amperage and wattage of lights, fixtures or equipment for any event may be limited, subject to availability.
- e. The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced.
- f. Fire lanes must remain open at all times.

Amphitheater Use and Maintenance Policies

28. Use of Space

- a. Applicant shall only have use of the space for which a Rental Agreement was granted. Unauthorized use of any facilities on the amphitheater grounds for which authorization was not specified may result in immediate suspension of the use of the facility.
- b. All portable restrooms, dumpsters, fencing, generators, trailers, etc., must be removed by the next business day following the event.

29. Common Areas

Common areas of the Amphitheater including paths, sidewalks, and parking lots are to remain open to the public unless prior approval has been given by the City of Stockbridge.

30. “Back of House” Amenities and Hospitality

Applicant is solely responsible for any amenities and hospitality for dressing rooms, green room and general “back of house” areas. This includes supplying any food, drinks, towels, or other items. Applicant is responsible for all damage.

31. Clean Up and Custodial Services

- a. The Applicant will receive the facility in a “broom clean” condition prior to the move-in period. During the event, the Applicant will provide the necessary janitorial and grounds staff to maintain all guest areas in a clean and presentable condition. This includes removal of trash, cleaning and maintenance of all public areas, public restrooms, maintaining event aisles, emptying and relining trash cans, mopping up spills, clearing and cleaning of patron seating areas.
- b. Applicant is responsible for the cost of removal of trash, crates, pallets, packaging material, staging material, and lumber, prior to the event opening and during move-out. In order to secure the deposit, the facility should be left as it was found.

32. Waste Removal

- a. The Applicant is responsible for the costs of providing sufficient trash dumpsters of adequate size based on the anticipated number of event attendees. Applicant is responsible for the costs of each dumpster as well as the costs of all trash hauls. Applicant must use the City's Commercial Waste Franchisee.
- b. Applicant is responsible for proper and regulated disposal of any and all toxic biohazard goods, material and substances, and must comply with all applicable laws.

33. Storage

- a. Limited storage is available at the Amphitheater.
- b. All materials (other than backdrops) and equipment must be removed immediately after each event.
- c. The City of Stockbridge is not responsible for damage to any materials or equipment. Any costs incurred by the City for disposal of materials left on the premises will be subtracted from the deposit.

34. Amphitheater Property

Property belonging to the Amphitheater may not be removed or repositioned from stage, dressing rooms, green room, warm-up room, plazas or offices. Furniture, benches, planters or other features may not be moved from their locations. If re-arrangement of features or furniture is necessary, such re-arrangement must be approved by Events Manager prior to the event and will be performed by Amphitheater personnel.

35. Applicant's Property

The City of Stockbridge shall assume no responsibility for any property placed on its facilities or grounds. Further, the City of Stockbridge, its officers, agents and employees, are released and discharged from any and all liability for the loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs.

36. Lost, Found or Abandoned Property

The Amphitheater is not responsible for the theft, loss, or damage to any items left in the Amphitheater. The Lost and Found is located at the Stockbridge Events Department Administration Offices located at the Amphitheater. The City of Stockbridge assumes no responsibility for items left by users or lost and found items. The City reserves the right to remove from the building all property remaining in the building after the contracted time has lapsed or to charge the Applicant a storage fee of \$100.00 for the first day and \$25.00 each additional day up to 30 days. All abandoned, lost, or unclaimed property will be disposed of at the discretion of Events Manager.

37. Property Loss or Damage

Applicant is responsible for any loss, damage or theft of personal property that is incurred by the Applicant. Applicant is also responsible for restoring damaged premises to pre-event conditions.

38. Facility Alterations

Temporary or permanent alterations of the facility in any way, including adjustments to electrical power or modifications to the stage area, dressing room, green room or other areas, is prohibited. Drilling or hammering stakes into concrete or paved surfaces is not permitted.

39. Damage or Defacement of Facility, Equipment and Property

- a. The Applicant accepts the Amphitheater in good order and agrees to return it to the City of Stockbridge in the same condition, normal wear and tear excepted. The Applicant is responsible for any damages to permanent fixtures, trees, plants, furniture, fixtures, equipment or any Amphitheater structure or property. In the event that damages are sustained or policies are not followed, the event may be terminated and future requests for use of the facilities may be denied.
- b. The Amphitheater will not furnish any tools or materials.
 - a. Nails, tacks, staples, brads, etc. may not be driven into or used on any portion of the Amphitheater; and, no changes, repairs, painting, staining or alterations that will change the finish, appearance or contours of the buildings will be permitted.
 - b. Use of tape on City equipment or building structures is prohibited unless prior authorization by Events Manager and only gaffer, spike or glow tape may be used. No exhibit may be displayed around the Amphitheater or suspended from permanent fixtures or beams without the permission of Events Manager.
 - c. Decorations are not permitted on ceilings, painted surfaces, columns, fabric, decorative walls or fire sprinklers.
 - d. All decorative materials must be flameproof in accordance with fire regulations.
 - e. Adhesive backed decals, event signs, flyers, postcards and stickers may not be distributed anywhere on the premises.
 - f. The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

40. Inspections

- a. A facility rental inspection must be conducted by the Events Manager prior to and following each reservation and must be signed by the Applicant.
- b. The Applicant is required to notify the Events Manager when they have completed use of the reserved area in order to commence the Check-In/Check-out procedure. Failure to checkout with Events Manager will result in forfeiture of the damage deposit.
- c. The Applicant or his/her representative must remain at the Amphitheater until the event is over and all participants, audience, equipment and/or property have been removed. Events Manager must pre-approve any exceptions to this policy, in writing.

41. Compliance with All Applicable Laws

The Applicant, guests and other persons connected with this event, shall observe and comply with all laws, statutes, ordinances, rules and regulations of the Government of the United States, State of Georgia, and the City of Stockbridge including but not limited to the Americans with Disabilities Act. Applicant shall indemnify, defend (at the City's option) and hold harmless the State of Georgia, the City of Stockbridge, its officials, officers, employees and agents from all damages, costs and expenses in law or equity arising out of the Applicant's failure to comply with applicable laws, statutes, ordinances, rules, regulations or acts. The cost of such compliance is the responsibility of each Applicant, exhibitor or patron.

42. Accommodations for Guests with Disabilities

- a. The Amphitheater provides three accessible seating areas for guests with disabilities. Each of these areas has a limited number of wheelchair accessible seats and one companion seat for each. These seats are available on a first come, first served basis.
- b. Service animals are permitted and must remain in close proximity to the guest with a disability at all times and may not block accessible paths of travel.
- c. All flyers and written promotional materials for the event should be made accessible to people with disabilities, including those with hearing and visual impairments. It is recommended that the following statement be included on promotional materials: "If you require a reasonable accommodation due to a disability, including information about this event in an alternative format due to a communication-related disability, please contact [your number followed by word "voice"] for the Georgia Relay Service for the hearing impaired at".

43. Licenses and Permits

Applicant shall ensure that all contractors and vendors obtain the necessary permits and licenses required by any City ordinance or state law. The Applicant and all vendors shall be required to comply with and acquire any and all applicable federal, state and county permits or licenses for doing business within the State of Georgia, Henry County and the City of Stockbridge.

44. Business Licenses

Any individual or entity intending on selling tickets, concessions, or merchandise, or performing any services, before, during, or after the event must be properly licensed to operate in the State of Georgia.

45. Taxes

Applicant is responsible for collecting all applicable taxes, including federal, state, county and City of Stockbridge taxes where applicable.

46. Move-in/Move-out (Load-In/Load-Out)

- a. The Applicant is responsible for all activities related to setting up for, and cleaning up after, an event. The Amphitheater must be returned to the condition prior to setting up an event.

- b. Move-in or move-out activities are not permitted during event hours or while guests are in the facility. Move-in/out time must be completed within the hours provided for in the Agreement. Additional time must be approved by Events Manager and will be charged at the appropriate rate.
- c. City of Stockbridge personnel are not available to assist with loading or unloading event equipment or materials.

47. Deliveries

Applicant is to have an approved agent available to receive and ship all freight within contracted hours of use. Freight will not be accepted prior to contracted dates and Events Manager will not be responsible for any freight shipped to or from the Amphitheater. Similarly, all event materials must be removed during move-out.

48. Building and Electrical Permits

The City's Building Department must issue a building permit for all events involving temporary construction or the use of temporary electrical power. Examples of temporary construction include, but are not limited to, freestanding tents, stages, fences, bleachers and electrical connections.

49. Contractors

- a. Applicants must provide a list of contractors upon the signing of the Rental Agreement. Contractor staff shall conduct themselves in a professional manner at all times, which includes following all policies and procedures governing the Amphitheater.
- b. All contractors must be properly licensed to do business in the state of Georgia.
- c. Events Manager reserves the right to review any contracts between Applicants and other parties involved in the event.

50. Sound and Lighting

No on-site lighting and sound equipment is available at the Amphitheater. Therefore, the Applicant is responsible for providing all light and sound equipment necessary for their event including a lift to gain access to rig the lights and speakers. Applicant may only contract and use qualified, licensed, and insured professional sound and lighting companies. The Applicant is responsible for all costs associated with the sound and lighting company.

51. Electrical Use

- a. Adequate electrical capacity to meet the demands of the event is the sole responsibility of the Applicant. The cost of additional electrical supply beyond the permanent service in the Amphitheater is the sole responsibility of the Applicant.
- b. The Applicant will take all necessary precautions to protect the existing electrical service from overload and damage.
- c. All electrical work shall be performed by licensed personnel only. A City of Stockbridge electrician or a State of Georgia-licensed electrician is responsible for and required for all electrical hook-up and on-call duty. Electrical panels may not be modified by any outside electrician. Modifying the City's

electrical panel will result in a fine of \$1,000 plus any and all necessary repairs to the electrical panels as a result of Applicant's modification.

- d. All electrical equipment used for lighting, sound, or other effects must meet applicable National Electrical Code and facility requirements. Electrical fixtures and fittings must be UL listed and so marked. Events Manager reserves the right to withhold electrical power until the City of Stockbridge electrical inspector approves the connection. The City of Stockbridge reserves the right to inspect and approve or reject all electrical installations.

52. Rigging

- a. A licensed and insured professional rigging company must provide all rigging. The Applicant is responsible for all costs associated with the rigging company. Applicant may only contract and use rigging companies from the Amphitheater's list of qualified, licensed, insured, and approved professional rigging companies.
- b. All rigging in the Amphitheater shall be in accordance with all national, state, and local safety codes, including, but not limited to OSHA and City of Stockbridge policies.
- c. All attachments to any portion of the permanent structure of the Facility shall meet accepted engineering and safety standards. All attachments shall have sufficient strength to support weight placed on them and be secured in such a way to prevent items from falling or causing damage.
- d. Events Manager reserves the right to demand clarification of welds and safe working loads, deny installation, demand removal of questionable attachments and/or require appropriately qualified personnel to install or remove such attachments.
- e. No rigging is allowed in The Green Room or Dressing Rooms.

53. Amplified Sound and Noise

- a. The Applicant shall be subject to the general prohibitions of the City's Noise Ordinance. All outdoor concerts must end no later than 10:00 pm Monday through Thursday; 11:00 pm on Friday and Saturday and not later than 9:00 pm on Sundays.
- b. Monitoring of sound levels will be taken periodically throughout the event as well as during set-up and sound check. If sound levels exceed the established level, Events Manager will request that the volume is turned down. Failure to comply with such a request shall constitute a violation of the Stockbridge City Code and be cause for fines, immediate termination of the event, and forfeiture of deposit and rental fees.
- c. No loud, excessive or unusual noise is allowed between the hours of midnight and 7 a.m. during set-up or teardown of the event.
- d. No profane, lewd, indecent or slanderous speech or music shall be audible at the property line.

54. Curfew and Time Limitations of Performances and Sound Checks/Rehearsals

- a. All events must conclude by the designated ending time. Applicant shall be responsible for vacating the spectator, concession and parking areas not later than 11:00 p.m. on the date of the rental, or 10:00 p.m. on Sundays.

- b. Sound checks and rehearsals must conclude one hour prior to doors opening for the event.
- c. Individual exceptions for use of the facilities beyond normal hours of operation must be approved by Events Manager. Any additional costs associated with the extension are the Applicant's responsibility.
- d. During ticketed events, the gates open two hours prior to show time.

55. Smoking and Tobacco Products

Smoking or the use of tobacco products is not permitted anywhere on the Amphitheater property, Applicant must comply with all state and county laws, rules and regulations relating to no-smoking on public properties or within facilities.

56. Confetti, Glitter and Streamers

Confetti cannons, fireworks, pyrotechnics and streamers are prohibited from use in a performance unless specifically permitted by Events Manager. If approved by Events Manager, any confetti, streamers or glitter used must be biodegradable and additional cleaning fees in the amount of \$5,000 will be required.

57. Tents

- a. All tents must be secured using alternative means such as water barrels, weights or sandbags. Any tent placed on sidewalks, concrete or asphalt surfaces must have rubber tips under the footings.
- b. Tents must be erected by a company licensed to do business in the state of Georgia, must furnish proof of general liability insurance, and all applicable fire/tent inspections and temporary structure permits obtained, if necessary.
- c. If event requires the use of tents, a tent permit application must be submitted for each tent that exceeds 120 square feet. Any tent that exceeds 120 square feet must be permitted and inspected by the Building and Fire Departments prior to the start of the event.

58. Animals

- a. Animals and pets are not permitted on the Amphitheater property except in conjunction with an authorized performance or event, or as aids to persons with disabilities.
- b. Where an animal is used in an authorized event or performance, all federal, state and local laws and regulations must be followed in order to insure the safety of the animals, guests, and any other persons.
- c. Animals must be confined to a specific area by means of a properly enclosed pen, cage, stall, collar or harness when not performing.
- d. Animals must be attended to and held in such a manner that they do not present a danger to the public or themselves. The animal handler must remain with the animal at all times.
- e. Adequate food and water must be provided to all animals.

- f. Provisions must be made for sanitary disposal of animal waste. Applicant is responsible for the removal of animal waste from the facility daily.

Advertising and Sponsorship

59. Advertising

- a. Advertising and/or ticket sales for an event are not permitted until a signed Rental Agreement and all applicable fees have been received and executed by the City of Stockbridge.
- b. All advertising and promotion materials, including press releases, flyers, radio and/or television spots, and website content shall be reviewed and approved by the City of Stockbridge Events Manager and Public Information Officer (PIO) prior to production.
- c. The venue shall be referred to as the “Stockbridge Amphitheater” in all marketing and promotional materials.
- d. Use of the City of Stockbridge, Stockbridge Amphitheater, Stockbridge Events Department, or its names or logos is prohibited except as a description of location, or unless approved in writing by the Events Manager or designee.

60. Event Sponsorship

Event sponsorship is permissible for events at the Amphitheater. Any signage or event sponsorship is restricted to areas designated by Management. Generally, event signage and displays are permitted around the stage area. Events Manager must approve of additional locations. The City of Stockbridge retains all venue advertising and sponsorship rights.

61. Banners and Signs

- a. Sponsorship banners and signage are allowed within the designated Amphitheater perimeter only and may be displayed only during the event with prior approval from Events Manager. All signs and banners that require tape must use banner tape to avoid damage to the property. Signs and banners must be immediately removed from the site following the event.
- b. The placement of any signs, banners, posters or placards associated with an event must be approved by Events Manager prior to installation. All banners and signs must be professionally executed and comply with any applicable ordinances, rules or regulations of the City of Stockbridge. The Amphitheater will remove – at the Applicant’s expense – any unauthorized signs.
- c. Small directional and event promotional signs may be placed in the interior entrances subject to approval in advance by the Events Manager. Any signs placed outside of the amphitheater will require a temporary sign permit.

62. Artist/Performer Contracts

Applicant shall provide, upon request by Events Manager, a copy of a fully-executed contract -with artist(s)/performer(s) scheduled to perform during its event. If a performer does not appear or perform, as advertised,

the promoter will explain to ticket holders (if applicable) why there was no performance and will make refunds, as required.

63. Copyrights and Royalties

Applicants may not violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Applicant shall ensure that all programs, performances, concerts, etc. to be performed involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representative thereof. Applicant further agrees to indemnify and hold harmless the City of Stockbridge, its agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

64. Filming

The name "the City of Stockbridge, Georgia" must appear in the credits of any event filmed on site and must comply with City of Stockbridge Policies and Procedures.

Concessions – Food, Beverages and Merchandise

65. Alcoholic Beverages

- a. The City of Stockbridge reserves the right to restrict service of alcoholic beverages to any person or event when the City of Stockbridge determines it is in the best interest of the public and the facility. A Special Event Permit is required and must be approved by City Council a minimum of **60 days prior** to the event date.
- b. If approved, all alcoholic beverages must remain within the Amphitheater perimeter, and all sales of alcoholic beverages shall cease one hour prior to the end of the event.
- c. Alcoholic beverages sold by the Amphitheater's concessionaire must be dispensed in paper or plastic containers.
- d. The City of Stockbridge must be listed as "Additional Insured" on insurance policies when alcoholic beverages are consumed or sold at the Amphitheater.

66. Concessions/Merchandise Sales

- a. The Amphitheater shall designate concession space(s) to the Applicant for the sale of merchandise.
- b. The sale of any merchandise or products other than concession items must be disclosed on the application.

67. Food and Beverage

- a. The Amphitheater reserves all concession rights, including but not limited to food and beverages. No food or other edibles or drinks may be served or given away in buildings or on grounds by the Applicant unless authorized by Events Manager.
- b. Amphitheater guests may bring their own food and beverages into the Amphitheater. The Amphitheater Concessions will not be open unless authorized by Events Manager.

- c. The Applicant may bring in food trucks and food and beverage vendors. The food truck must have grease mats to avoid spillage onto the Amphitheater concrete or grounds.
- d. Food Vendors using grease or oil must have at their site a Class K fire extinguisher. They must also use grease mats to avoid spillage onto concrete.
- e. Food Vendors with any heating device must have a Class ABC fire extinguisher at their site.
- f. If grease is dumped down storm/sewer drains, Applicant will be responsible for cleanup costs and fines.

Traffic Control and Parking

68. Parking and Traffic Control

- a. If it is anticipated that traffic control is needed on public roadways as a result of Applicant's event, all costs associated with traffic control will be borne by the Applicant.
- b. Parking is limited at the Amphitheater. There are multiple parking areas in downtown Stockbridge. However, the Applicant may be required to utilize shuttle buses to and from parking outside of the downtown area. Designated city owned lots are available for overflow parking; Tag Office, Library, Merle Manders Conference Center lots as long as each respective location does not have their own event ongoing at the same time.
- c. Parking shall be in designated areas only. Cars may not park on turf, grassy areas or sidewalks. Service vehicles or other heavy equipment shall be allowed only in areas authorized by the City.
- d. Backstage parking is limited to Tour Bus or Production related vehicles only and must display a proper parking pass. Applicant is responsible for official identification of these vehicles.
- e. Event-related personnel must park in the designated parking area(s). Vehicles and/or trailers left on the grounds overnight will be required to purchase a \$25 overnight parking permit and are also restricted to designated parking areas. This service is not available more than 24 hours prior to move-in.
- f. During the move-in, event and move-out periods, the Amphitheater MAY need to provide the necessary parking and traffic staff to maintain all traffic and parking direction accessing on and off Amphitheater property. This includes the placement of traffic cones and directional signage on and surrounding the property and providing direction at loading/parking areas.
- g. These labor expenses are provided in the signed Rental Agreement. Any additional Amphitheater labor expenses related to these services shall be itemized and deducted from the Refundable Deposit following the event.
- h. Vehicles parked in an area not permitted or not having a valid permit shall be at risk of being towed at the owner's expense.

Guests Rules and Regulations

69. Allowable Items or Activities

- Coolers 28 quarts and smaller are permitted
- Cloth bags, soft packs 12"x17"x12" and smaller are allowed
- Food and beverages are permitted
- Camping Chairs / Bag Chairs / Blankets with no plastic backing
- Alcoholic beverages are permitted but must be kept in a cup. No glass containers allowed in the venue.
- All coolers, bags and picnic baskets are subject to search.
- Service Animals

70. Prohibited Items or Activities

- No glass bottles or containers,
- Coolers larger than 28 quarts not permitted
- No saving large areas with ropes, caution tape, tarps, blankets, etc. Individual chairs only.
- PLASTIC or TARPS on the ground.
- Stakes in the ground.
- Tents
- Tall tables over 2 feet in height.
- Sitting or standing in/on aisle ways, stairs, and walls.
- Helium filled balloons.
- Large shade/patio umbrellas or handheld umbrellas during the show.
- Smoking, vaping or use of tobacco products, illegal drugs.
- Laser pointers or recording devices, bullhorns, or noisemakers.
- Fireworks, confetti, flying objects such as, but not limited to, projectiles, beach balls, Frisbees.
- No Pets, Service Animals Only.
- Skateboards, bikes, or inline skates.
- Personal property that is a potential hazard to others.
- Fires, open flames, charcoal/gas barbecue grills, fuel powered lanterns, camping and "tailgating".
- Littering, Gambling, Loitering, Picketing or Soliciting.
- Anything that detracts from the entertainment value of the event to other participants.
- Pamphlets, inserts, advertising matter, political handbills or the like.

71. Violations of Guest Rules and Regulations

- a. Failure to abide by or violations of rules and policies may result in termination/cancellation of event or rental contract, eviction from the premises and loss of future rental privileges.
- b. The City of Stockbridge reserves the right to refuse any group the privilege of using the Amphitheater due to abuse of the policies of the facility. In addition, any group charged with an occurrence of abuse may be barred from making any further reservations and any future reservations may be cancelled in the sole discretion of the City.
- c. Failure to cooperate with Amphitheater staff, who are enforcing the policies of the City of Stockbridge and acting in the performance of their duties, could cause the event to be cancelled and the right to use the facility forfeited without refund.
- d. Anyone found abusing, destroying or removing City property could be barred from the premises.
- e. These rules and regulations are enforced by the Stockbridge Police Department and Fire Marshal within their respective discretion.



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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:

James E. Acey Lodge No. 600 request to adopt Campground Road from Winbrook Drive to Hwy 42.

BACKGROUND INFORMATION:

The Adopt-A-Road Program has been established for the City of Stockbridge community and civic organizations, citizens, and private businesses to contribute toward the effort of maintaining cleaner and more beautiful roads. The Stockbridge Youth Council commits to pick up litter and remove illegal signs once per quarter (4 times a year or more if necessary) along its section of roadway and promote a better environment in the community. This agreement shall remain in effect until terminated by either party. The City or Group may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT _____

ATTACHMENTS:

ADOPT-A-ROAD PROGRAM AGREEMENT

On this date of August 29, 2022, the City of Stockbridge (herein after referred to as the "City") and JAMES E Acey Lodge #600 Phq (enter your Group name, herein after referred to as the "Group") recognize the need and the desirability of litter-free and visually-improved roadways.

The Adopt-A-Road Program has been established for the City of Stockbridge community and civic organizations, citizens, and private businesses to contribute toward the effort of maintaining cleaner and more beautiful roads.

An Individual Registration Form must be completed prior to a cleanup. As indicated by their signatures on the Individual Registration Form, the individual participants of the Group are aware of the hazardous nature of the work which is to be performed and have agreed to follow the City's safety guidelines and instructions. All participants have agreed to not hold the City responsible for any injuries they may suffer or damages that they may cause or suffer as a result of participation in the program.

The City recognize the Group as the adopting organization for Campground Rd (the road your Group is adopting) from WINBROOK (crossroad that begins your chosen road section) to Hwy 42 (crossroad that ends your chosen road section).

The Group commits to pick up litter and remove illegal signs once per quarter (4 times a year or more if necessary) along its section of roadway and promote a better environment in the community. This agreement shall remain in effect until terminated by either party. The City or Group may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

John K Bailey
Authorized Group Representative Name

4043091081
Primary Phone Number

144 montclair Place
Street Address

Ellenwood
City

30294
Zip Code

John K Bailey
Authorized Group Representative Signature

seekinlite@gmail.com
E-mail Address

***FOR NEW GROUPS: Road sign nameplates only have room for two (2) lines of approximately 8-10 characters (including spaces). Please write how you would like your sign name to read, using abbreviations if need be.

Group Name on Sign:

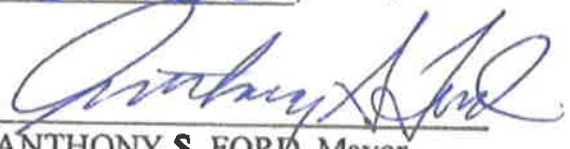
Line 1: JAMES E Acey #600

Line 2: MWPHGLGA

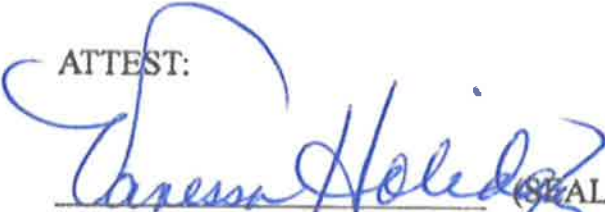
Please e-mail, mail or fax completed form to the City of Stockbridge

4640 North Henry BLVD, Stockbridge, GA 30281

SO RESOLVED this 26th day of October, 2021.


ANTHONY S. FORD, Mayor

ATTEST:


(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON WASHINGTON, City Attorney

SCHEDULE OF CLEANUPS

Please submit dates for your cleanups. These dates are used for planning purposes. By submitting these dates to us, you are not committing your Group to definitely cleaning up on that date; however, if you choose to change a date due to weather or unforeseen circumstances, you must still complete a minimum of four (4) cleanups per year.

Please note, if you would like to receive recognition for a status of Excellence, you must complete **MORE** than four (4) cleanups each annual year.

Group: JAMES E Acey Lodge 600 PHA
Contact: John K Bailey
Phone: 404 309 1081
First Cleanup Date: MARCH 5
Second Cleanup Date: June 4
Third Cleanup Date: AUGUST 6
Fourth Cleanup Date: NOVEMBER 5
Optional Cleanup Date: _____
Optional Cleanup Date: _____

Please e-mail, mail or fax completed form to the City of Stockbridge
4640 North Henry BLVD Stockbridge, GA 30281



Logo for Sign



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 2022

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
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- ☐ OTHER

- ☐ GENERAL FUND
- ☒ SEWER DEPT 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: Sewer

ITEM/PROJECT/EVENT:

REQUEST FOR PROPOSAL (RFP) NUMBER 2022-001, WATER CONTROL OFFICE & LAB RENOVATION SERVICES

BACKGROUND INFORMATION:

The Procurement Division is requesting Council approval for the award of Request For Proposal (RFP) Number 2022-0011, Water Control Office and Lab Renovation Services, for the demolition of the laboratory and offices includes the removal of 2,500 SF of flooring, wall base, and all the ceiling tiles and light fixtures. The removal of all the restroom plumbing fixtures, including toilets, sinks, tile shower, and toilet partitions, and the removal of all the locker room lockers and bench, in the estimated overall cost of \$591,294.00.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$591,294.00

ATTACHMENTS:

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval for the award of Request For Proposal (RFP) Number 2022-0011, Water Control Office & Lab Renovation Services , for the demolition of the laboratory and offices includes the removal of 2,500 SF of flooring, wall base, and all the ceiling tiles and light fixtures. The removal of all the restroom plumbing fixtures, including toilets, sinks, tile shower, and toilet partitions, and the removal of all the locker room lockers and bench, in the estimated overall cost of \$591,294.00.

The demolition of the laboratory and offices includes the removal of 2,500 SF of flooring, wall base, and all the ceiling tiles and light fixtures. The removal of all the restroom plumbing fixtures, including toilets, sinks, tile shower, and toilet partitions, and the removal of all the locker room lockers and bench. The removal of the wall between office 4 and 3, and the removal of the conference room wall. The removal of all the laboratory casework, countertops, and plumbing fixtures and accessories, and the removal of the breakroom cabinets, countertops, and plumbing fixtures and accessories.

Request For Proposal (RFP) Number 2022-001, Water Control Office and Lab Renovation Services, was solicited in accordance with the City Ordinance.

On April 6, 2022, RFP No. 2022-0011, for the City of Stockbridge Water Control Office and Lab Renovation Services was solicited.

On June 30, 2022, the solicitation opened; Three (3) firms submitted proposals in response to the RFP, McWright General Contractor and Electrical, Crown Services Contractors, and Diversified Construction of Georgia, Inc.

On August 16, 2022, an Evaluation Committee Meeting was held. After evaluation and scoring, the Evaluation Committee named Diversified Construction of Georgia, Inc., as the first ranked firm (Exhibit 1).

On August 30, 2022, City Staff met with Diversified Construction of Georgia, Inc., for negotiations of cost and terms for the Water Control Office and Lab Renovation Services contract.

The Procurement Division is requesting Council approval for the award of Request For Proposal (RFP) Number 2022-0011, Water Control Office and Lab Renovation Services for the City of Stockbridge to Diversified Construction of Georgia, Inc.

The City of Stockbridge Ordinance Section 3.30.110 - Competitive sealed proposals, (H). Award of Proposal. (2). Approval of Proposal. The City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

Fiscal Impact: Funds will be provided from account 505-43300-541462 (WWTP Facility Improvements).



Procurement Division
Summary Score Sheet Evaluation Committee Meeting
RFP No. 2022-0011– City Of Stockbridge - Water Control Office & Renovation Services
August 16, 2022

Proposer – Organization Name	Brecca Carter	Jeremy Goodwin	Brad Holsinger	Kellie Russell	Renee Wheeler	Total Points	Ranking
Crown Service Contractors	38	39	20	45	32	174	3
Diversified Construction of Georgia, Inc.	42	47	35	50	34	208	1
McWright, LLC	30	44	45	50	30	199	2

Procurement Division

4640 North Henry Boulevard, Stockbridge, Georgia 30218 | (770) 389-7900 | www.cityofstockbridge.com

RFP No:	2022-0011		Date Advertised:		04/06/2022
Title:	City of Stockbridge Water Control Office & Lab Renovations		Date Opened:		6/30/2022
Agency:	Public Works Department		Number of Responses Received:		3
Project Manager:	Decius Aaron				
RESPONDERS		ADDRESS	CITY	STATE	ZIP CODE
McWright General Contractor & Electrical		115 Hwy 96, P O Box 903	Bonaire	Georgia	31005
Crown Services Contractors		4258 Oliver Road, Suite 1	Flowery Branch	Georgia	30542
Diversified Construction of Georgia, Inc.		2104 Vista Dale Court	Tucker	Georgia	30038
COMMENTS:			Date Created:		7/15/2022
			Date Updated:		



Diversified Construction of Georgia, Inc.

2104 Vista Dale Court

Tucker, Georgia 30038

(678)705-4373 Office

(404)597-5016 Cell

(404)633-5932 Facsimile

bids@dcofgeorgia.com

davidlubin@dcofgeorgia.com

Proposal

For

**WATER CONTROL OFFICE AND
LAB RENOVATION SERVICES**

REP No. 2022-0011

June 30th, 2022

3:00 PM

COPY

Tab 1
Letter of Transmittal



June 30th, 2022

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

Subject: Letter of Interest – Water Control Office and Lab Renovation Services

Diversified Construction of Georgia, Inc is pleased to submit a statement of qualifications for the Water Control Office and Lab Renovation Services 1& II. In 2001 David Lubin opened Diversified Construction of Georgia, Inc. and had been providing construction services in Georgia ever since.

Our in-house experience allows us to deliver quality work at competitive pricing to our clients. Our yearly workload consists of repeat clients; this shows our good character and dedication to our work. Our success and longevity are due to planning, communication, and long-term relationship with our clients. From the contract award to project close out, our team communicates with the clients, architects, engineers, subcontractors, distributors, and anyone with a part to play in this project.

Diversified Construction of Georgia, Inc. has constructed health care facilities, fire stations, municipal courts, schools, religious institutions, private institutions, and parks in the past twenty years.

With over six years of construction experience, our Project Manager, Leo Steinberg has successfully managed over 14 projects. His strengths lie in his attention to detail, ability to communicate with all team members, and honesty. Leo brings original ideas and solutions to all projects.

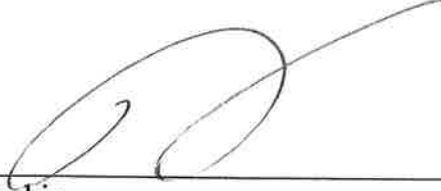
Over the last 35 years, Dave Gavulic has worked on commercial and residential projects in the construction industry. Dave is a master at supervising complex projects with aggressive scheduling. Subcontractors and Owners highly regard him. Dave maintains safety on all projects.

Point of contact information: Water Control Office and Lab Renovation Services
David Lubin, President
Address: 2104 Vistadale Ct., Tucker, GA., 30084
Phone: (678)705-4373 Mobile: (404)597-5016

Fax: (404)633-5932

Email: davidlubin@dcofgeorgia.com

Thank you for the opportunity to submit our qualifications package for Water Control Office and Lab Renovation Services



David Lubin
President

Tab 2
Company Information

Firm Information



2104 Vista Dale Court
Tucker, Georgia 30038
(678)705-4373 Office
(404)597-5016 Cell
(404)633-5932 Facsimile
bids@dcoggeorgia.com
davidlubin@dcoggeorgia.com

Primary Contact for RFP:

David Lubin

Email: davidlubin@dcoggeorgia.com

Number of Employees: 12

Business Type: S Corporation

Years in Business: 22

Executive Management Team:

David Lubin

Sarah O'Neal

Tab 3
Project Team

NATHAN HORTON

901-350-8682 | nhorton@dcoggeorgia.com

SKILLS PROFILE

- Project Planning, buyout, scheduling, and negotiation
- Coordination with subcontractors, architects, owners, and design teams
- Proven successful job completion, on time, and within budget

EMPLOYMENT HISTORY

Senior Project Manager – Diversified Construction of Georgia

2019-Present

Atlanta, GA

- Assist newer PM's with project management oversight
- Manage public hard bid and private negotiated projects up to \$15M
- Buyout and award subcontracts for large and complex projects
- Oversee and implement project management processes
- Oversee and implement site supervision processes
- Oversee superintendents and site safety
- Manage budgets, schedules, and changes
- Hold project meetings with owners, design teams, construction managers, or other stakeholders.
- Assist with estimating and interview processes for potential new projects
- Build new subcontractor relationships

Project Manager – Choate Construction

2017-2019

Atlanta, GA

- Manage private negotiated lump sum projects up to \$7M
- Buyout, contract, award, schedule, subcontractor negotiation
- Manage budgets, schedules, and changes
- Assist with estimating and interview processes to get more work in the backlog
- Attend business development and marketing initiatives
- Create and track submittals, RFI's, and project documentation
- Hold project meetings with owners, design teams, construction managers, or other stakeholders.

Project Manager – Winter Construction

2015-2017

Atlanta, GA

- Manage private negotiated GMP projects and low bid/hard bid projects up to \$5M
- Buyout, contract, award, schedule, subcontractor negotiation
- Manage budgets, schedules, and changes
- Assist with estimating and interviews
- Create and track submittals, RFI's, and project documentation
- Hold project meetings with owners, design teams, construction managers, or other stakeholders.

Project Manager – Diversified Construction of Georgia

2013 — 2015

Decatur, GA

- Manage private negotiated project and public low bid/hard bid projects up to \$3M
- Buyout, contract, award, schedule subcontractors
- Create and track submittals, RFI's, and change orders
- Hold project meetings with owners, design teams, construction managers, or other stakeholders.

Superintendent – Diversified Construction of Georgia

2013 — 2013

Decatur, GA

- Responsible for all on site safety and OSHA Compliance
- Responsible for all on-site construction activities including schedule, sub-coordination, and quality control
- Ensure work complies with contract documents and local building codes
- Schedule inspections and obtain Certificate of Occupancy when complete
- Ensure project and subcontractor safety and cleanliness
- Document site issues through daily reports
- Attend and provide project updates for OAC meetings
- Hold weekly subcontractor coordination meetings

Sales – CPO Commerce

2009 — 2013

Lawrenceville, GA

- Inside and outside power tool sales rep for leading online distributor
- Led sales team in overall revenue and net sales for 39 straight months
- Assisted with social media management, including Facebook, Twitter, and Youtube

Superintendent – Cork Howard Construction

2007 — 2009

Marietta, GA

- Responsible for all on-site construction activities including schedule, sub-coordination, and quality control
- Ensure work complies with contract documents and local building codes
- Schedule inspections and obtain Certificate of Occupancy when complete
- Ensure project and subcontractor safety and cleanliness

Owner – Envision Woodworks

2001 — 2007

Lawrenceville, GA

- Owned / Operated a finish carpentry company for 6 years
- Performed all sales, bidding, and estimating to acquire new projects
- Performed retail finish carpentry and millwork installations for Victoria Secrets, Bath and Body Works, Great American Cookie Company, American Eagle, Build-a-Bear Workshop, Charlotte Russe, Tommy Hilfiger, Popeyes Chicken, Wendy's, Cheesecake Factory, and more
- Performed interior trim carpentry on homes up to \$15M

Activities / Volunteering

- Special Olympics Volunteer
- Ice Hockey Coach (USA Hockey Level 4)
- SPARKS Special Needs Hockey Coach
- Junior Achievement
- Habitat for Humanity

Project List:

Project Manager:

- Prairie Medical Group – Medical Office Addison TX - \$3M
 - Prairie Medical Group, ThrasherWorks
 - Ground up new construction medical office 3200 sq ft
- Swanton Heights Renovations \$14.5M
 - Decatur Housing Authority, Martin Riley Associates
 - 12 building apartment renovation
 - 1 addition
 - 1 new amenities building ground up
- Birmingham Health Clinic, \$4.5M
 - DCo1, ACME Architects
 - New ground up medical office 7,000 Sq ft.
- Fairview Heights Health Clinic, \$4.5M
 - Raider Ventures, Options Design
 - Medical office renovation 7,000 sq ft
- Consolidated Container Company – Interior buildout – \$3.01M
 - Transcend, Transwestern, Cooper Carry
 - Interior build out, 29,000 sq feet
- North River Shopping Center – Façade Renovation \$1.2M
 - Stream Realty, ASD
- The Pointe – Lobby, Corridors and Restroom Renovations \$2.2M
 - The Dilweg Company, ASD
- Community Assistance Center, occupied renovation of non-profit food pantry --- \$450K
- Safe Systems – Occupied renovation --- \$150K
 - Rubenstein Partners - WB
- 715 Peachtree Street Repositioning --- \$4.4 M
 - Carter, CBRE - ASD
- Special Olympics GA new headquarters new ground up construction --- \$4.4M
 - NAI – Brannan Goddard, LDDI
- Fulton County School CBI Renovation --- \$2.2M
 - Jacobs - Collins, Cooper, Carusi
- Good Mews Animal Foundation new building construction --- \$1.1M
- Farmers Insurance Branch Legal Office --- \$220K
- Terrell Mill Park – Concession Building --- \$600K
- Crews MS, Harbins ES, Richards MS, Simonton ES, Gwinnett County School HVAC and Gymnasium upgrades--- \$400K
- Meadowcreek ES, Minor ES, Hopkins ES, Simpson ES, Stripling ES, Gwinnett Schools Gym, Kitchen and HVAC upgrades \$500K
- Fullers Park – 3 Concession Buildings ground up construction ---\$1.1M
- DeKalb County Magistrate Court renovation – Ground up addition and renovation ---\$1.3M
- Haven Academy Renovation ---\$1.1M
- Kell High School Renovation---\$600K
- Kennesaw Jail renovation--- \$700K
- Scott Candler Water Treatment Facility – Electrical Building #2 repairs – Micropiles --- \$500K
- Argyle Elementary School – Kitchen addition ---\$1.1M
- Swimmerman Swim School--- \$400K
- Bethesda Park – Concession, office and maintenance building--- \$1.2M
- Gwinnett County Government Annex building 3rd floor renovation---\$400K
- Sandy Springs Police Fitness Center---\$250K
- Dunwoody High School Door and Hardware replacement---\$300K

Leo Steinberg

Project Manager



Certifications
10 Hour OSHA
CPR
Procore
Fall Protection
E-Builder

Years with Firm
6 Years

Years of Experience
6 Years

Leo Steinberg has been employed by Diversified Construction of Georgia for over six years in positions of progressive responsibility, from Assistant office staff, Estimator, and Project Manager. His desire to grow and expand his career in the construction industry brought him to Diversified Construction of Georgia. Leo Steinberg is experienced in team leadership, project scheduling, subcontractor coordination, client quality assurance and control, project budgeting, and closeout procedures. His responsibilities include being responsible for the performance of all personnel assigned to the project. He will be in daily contact with all field personnel providing support and assistance. Leo will be the company liaison to the owner and the architect.

Project Experience:

Dawson County Senior Center, Dawsonville, Georgia

Leo served as project manager for the new construction of a 7,800-SF senior center in Dawsonville. This building provides care that addresses the emotional, mental, and physical needs of seniors over 60. The Dawson County Senior Center features a game room, movie theater, salon, multipurpose room, multiple offices, and a kitchen that services meal-on-wheel to the community.

Dekalb County Senior Center, Lithonia, Georgia.

Leo served as a project manager for the new construction of the new 11,094-sq ft senior center and site work improvements. The senior center includes a game room, ballet rooms, a multipurpose room, and a stage. The Dekalb County Senior Center will service residents over 60 by providing physical, wellness, mental activity.

Georgia Highlands College Building Renovation, Dallas, Georgia.

Leo served as a project manager for the renovation and addition of a 12,000-sq ft educational building in Dallas Town Square. The campus building. They

featured multiply classrooms, study rooms, a workout center, and a science lab. This project required all new site utilities and landscape. This building serves thousands of students yearly.

Coweta County Transfer Station, Newnan, Georgia.

Leo served as a project manager to construct a 10,080-sq ft pre-engineered metal building in Newnan, Georgia. The Coweta County Transfer Station was built to replace the previous one destroyed in a fire 2020 and service the surrounding communities for all trash-related.

Gwinnett County Fire Apparatus, Lawrenceville, Georgia.

Leo Served as a project manager for the demolition and renovation of a 1,500-sq ft pre-engineered metal building of office space.

Good Samaritan Healthcare, Norcross, Georgia.

Leo served as a project manager for the 800 sq ft addition and interior renovation to an existing building. The addition includes a new lobby, check-out services area, examination rooms, and a nurse's station.

Winta Haile

Assistant Project Manager



Winta Haile is Diversified Construction of Georgia, Inc. Assistant Project Manager. Her strengths lie in her attention to detail and communicating with all team members. Winta has held various construction titles as Estimator and Project Manager. With her background, Winta brings a fresh idea to all projects. Winta oversees the budget and estimate costs, ensure supplies and equipment are ordered and delivered according to the schedule, ensure compliance with safety regulations & building codes, evaluate risks, collaborate with subcontractors, engineers, architects, and key team members of the project team to solve problems, keep owner and architect aware of the progress and issues affecting schedule on projects.

Education
B.S Engineering-
Georgia Tech
Certifications
10 Hour OSHA
CPR
Procore

Years with Firm
3 Years

Years of Experience
6 Years

Project Experience:

Carroll County DFCS, Carrollton, Georgia.

Winta was the project manager for constructing a 12,000 sq ft office building and the renovation of a 15,000 sq ft building. The new construction included a lobby, restrooms, meeting room, training room, multiply office spaces, and a breakroom. Building renovation call for a reconfiguration of the existing floor plan.

Coweta County Public Work, Newnan, Georgia.

Wine served as a project manager to construct an 18,000 sq ft 2-story municipal building and associated site improvements. Include multiple office spaces, break room, conference room

Dekalb County Senior Center, Lithonia, Georgia.

Winta served as an assistant project manager for the new construction of the new 11,094-sq ft senior center and site work improvements. The senior center includes a game room, ballet rooms, a multipurpose room, and a stage. The Dekalb County Senior Center will service residents over the age of 60 by providing physical, wellness, mental activity.

Coweta County Transfer Station, Newnan, Georgia.

Winta Served as an assistant project manager for the new construction of a 10,080-sq ft pre-engineered metal building in Newnan, Georgia. The Coweta County Transfer Station was built to replace the previous one destroyed in a fire 2020 and service the surrounding communities for all trash-related.

Gwinnett County Fire Apparatus, Lawrenceville, Georgia.

Winta served as an assistant project manager for the demolition and renovation of a 1,500-sq ft pre-engineered metal office space building.

Good Samaritan Healthcare Center, Norcross, Georgia.

Winta served as an assistant project manager for the 800 sq ft addition and interior renovation to an existing building. The expansion includes a new lobby, check-out services area, examination rooms, and a nurse's station.

Dave Gavulic

Superintendent



Dave Gavulic has more than 35 years of commercial and residential experience in the construction industry. Dave is a master at supervising complex projects with aggressive scheduling to accomplish set deadlines. Known for his excellent work ethic, strong attention to detail, and knowledge of construction, he is highly regarded by subcontractors and owners; Dave can work with all personality types. As a superintendent, Dave has been employed by Diversified Construction of Georgia for over nine years. In addition to being a superintendent, Dave is a certified residential contractor, registered roofer, and earth craft, contractor. Dave is responsible for enforcing our safety program on the Jobsite. Dave's day-to-day responsibilities include inspecting, coordinating with subcontractors and suppliers, adjusting the schedule as needed, inspecting the quality of work, and maintaining a safe and clean worksite.

Certifications

10 Hour
OSHA
CPR
NPDES
CABO Building
Inspection

Years with Firm
3Years

Years of Experience
35Years

Project Experience:

Coweta County Transfer Station, Newnan, Georgia.

Dave Served as a Superintendent for the new construction of a 10,080-sq ft pre-engineered metal building in Newnan, Georgia. The Coweta County Transfer Station was built to replace the previous one destroyed in a fire 2020 and service the surrounding communities for all trash-related.

required all new site utilities and landscape. This building serves thousands of students yearly.

Gwinnett County Fire Apparatus, Lawrenceville, Georgia.

Dave was the superintendent for the demolition and renovation of a 1,500-sq ft pre-engineered metal office space building.

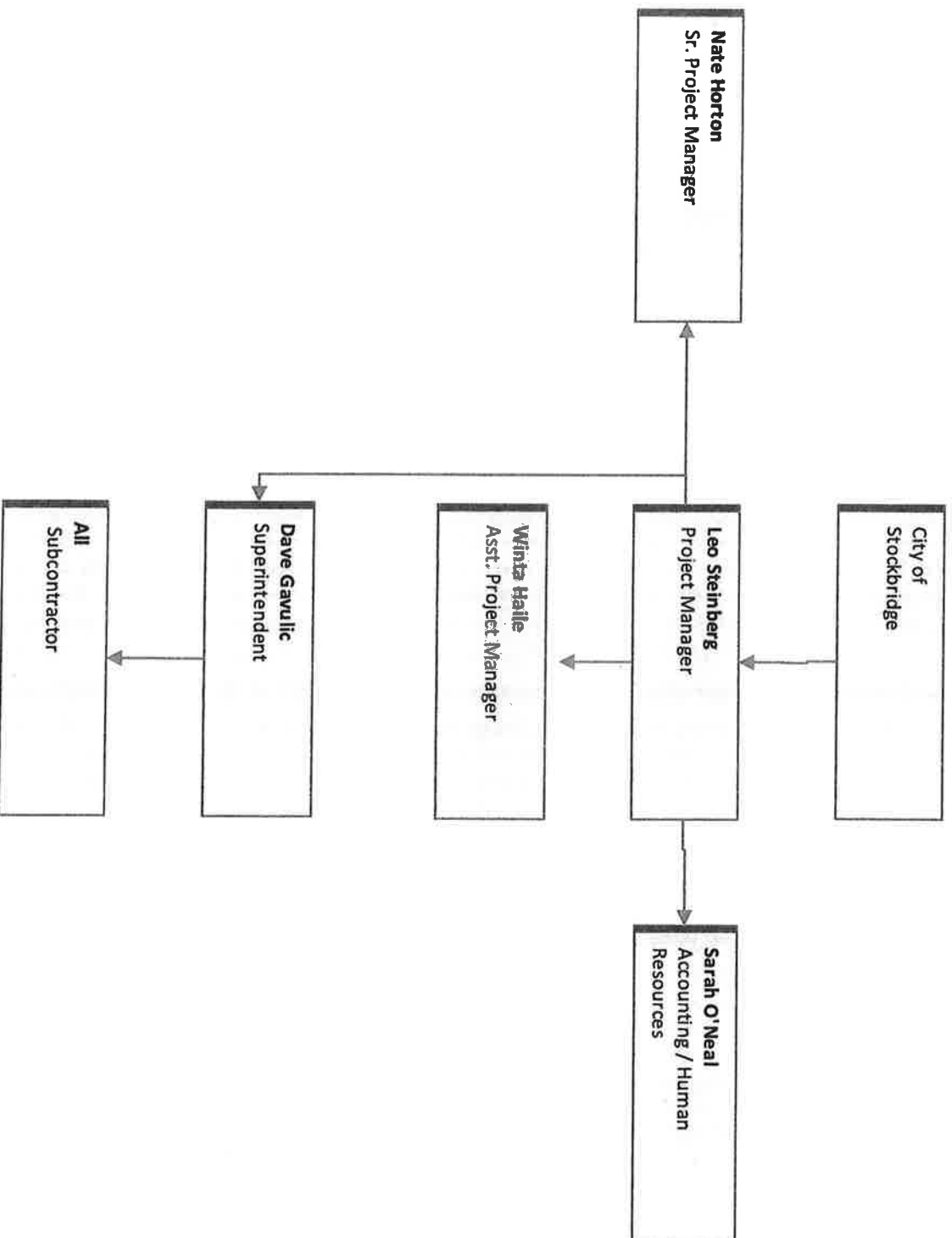
Georgia Highlands College Building Renovation, Dallas, Georgia.

Dave Served as a Superintendent for the renovation and addition of a 12,000-sq ft educational building in Dallas Town Square. The campus building features multiply classrooms, study rooms, a workout center, and a science lab. This project

Coweta County Public Work, Newnan, Georgia.

Dave was the superintendent for constructing an 18,000 sq ft 2-story municipal building and associated site improvements. Include multiple office spaces, break room, conference room, and bathrooms.

ORGANIZATION CHART



Key Team Member :

Key Personnel	Nate Horton Sr. Project Manager	Leo Steinberg Project Manager	Winta Haile Asst. Project Manager	Dave Gavulic Superintendent	Sarah O'Neal Accounting / Human Resources
Percentage time on project	10%	35%	15%	100%	10%
Licenses/ Certification	OSHA 30	OSHA 30	OSHA 30	OSHA 30	
Current Workload:	4 Project	2 Project	4 Project	1 Project	5 Project

Team Directory:

Name	Firm Name	Corporate Office	Telephone No.	Email Address
David Lubin President	Diversified Construction of Georgia, Inc.	2104 Vistadale Ct. Tucker, GA., 30084	(678)705-4373 (404)597-5016	davidlubin@dcofgeorgia.com
Nate Horton Sr. Project Manager	Diversified Construction of Georgia, Inc.	2104 Vistadale Ct. Tucker, GA., 30084	(678)705-4373 (901)350-8682	nhorton@dcofgeorgia.com
Leo Steinberg Project Manager	Diversified Construction of Georgia, Inc.	2104 Vistadale Ct. Tucker, GA., 30084	(678)705-4373 (404)941-6093	leo@dcofgeorgia.com
Winta Haile Asst. Project Manager	Diversified Construction of Georgia, Inc.	2104 Vistadale Ct. Tucker, GA., 30084	(678)705-4373 (404)514-1470	winta@dcofgeorgia.com
Dave Gavulic Superintendent	Diversified Construction of Georgia, Inc.	2104 Vistadale Ct. Tucker, GA., 30084	(678)705-4373 (770)365-7327	dave@dcofgeorgia.com
Richard Murrah Estimator	Diversified Construction of Georgia, Inc.	2104 Vistadale Ct. Tucker, GA., 30084	(678)705-4373 (770)241-9485	richard@dcofgeorgia.com
Sarah O'Neal Accounting Manager Human Resources	Diversified Construction of Georgia, Inc.	2104 Vistadale Ct. Tucker, GA., 30084	(678)705-4373 (404)503-7209	sarah@dcofgeorgia.com

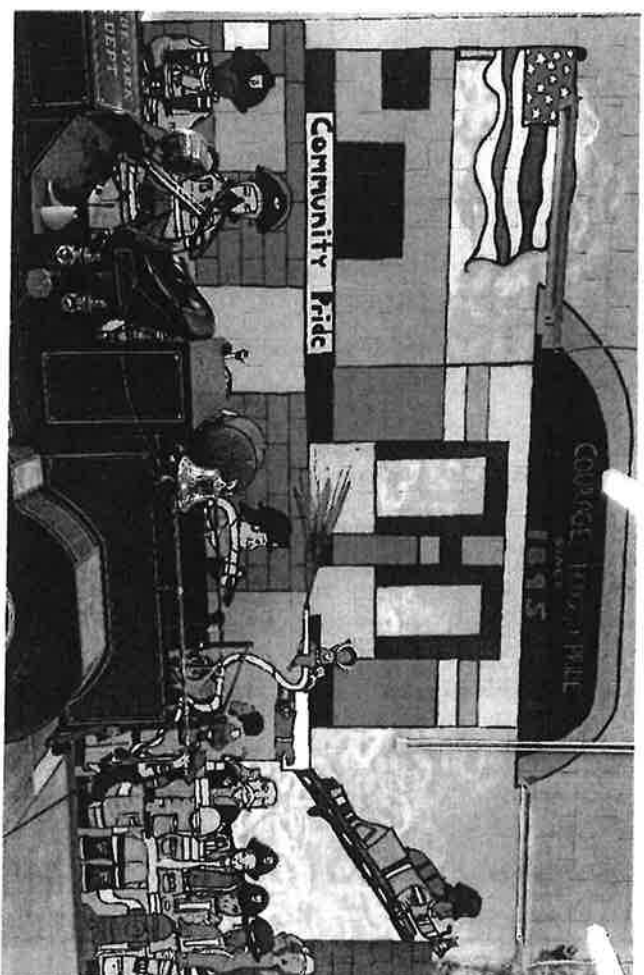
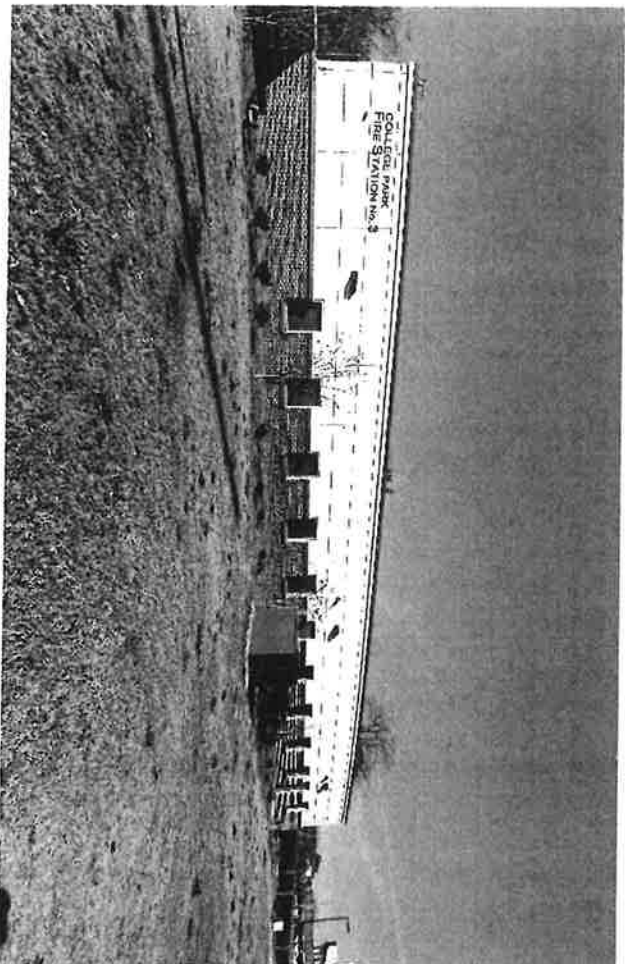
Tab 4
Past Project

Building Experience

Project Experience: College Park Fire Department

Project Name & Location	Owner Name Contact Information	Architects Contact Information	Contract Completion Date (Original)	Contract Completion Date (Actual or Estimated)	Final Contract Value
College Park Fire Department College Park, GA	City of College Park	Brown Design Robert Rougely (404) 559-1805 rrougely@thebrowndesigngroup.com	April 2018	April 2018	\$2,077,590.81

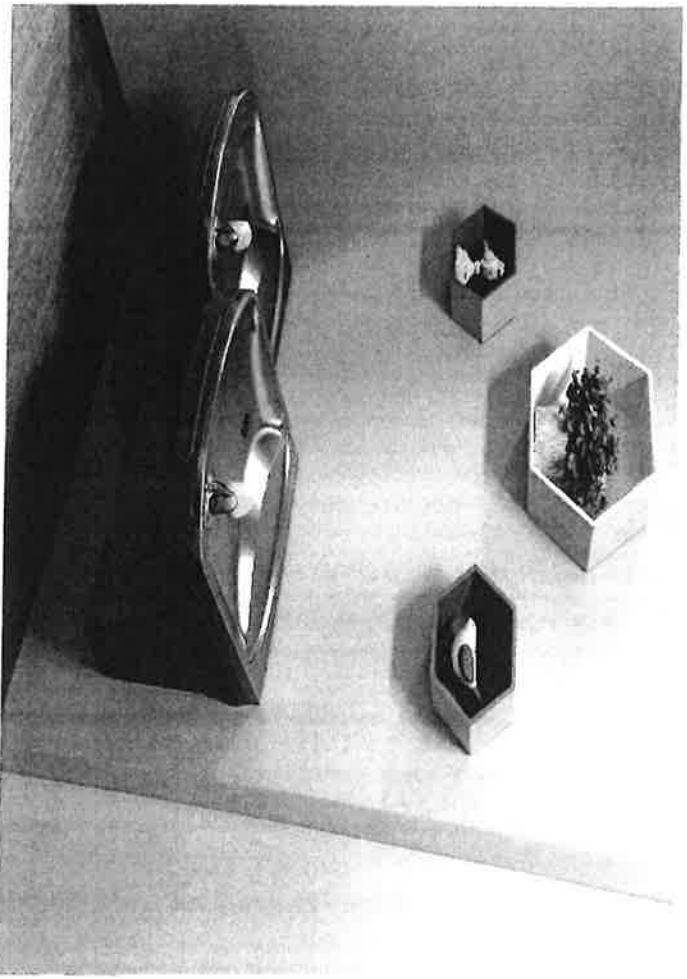
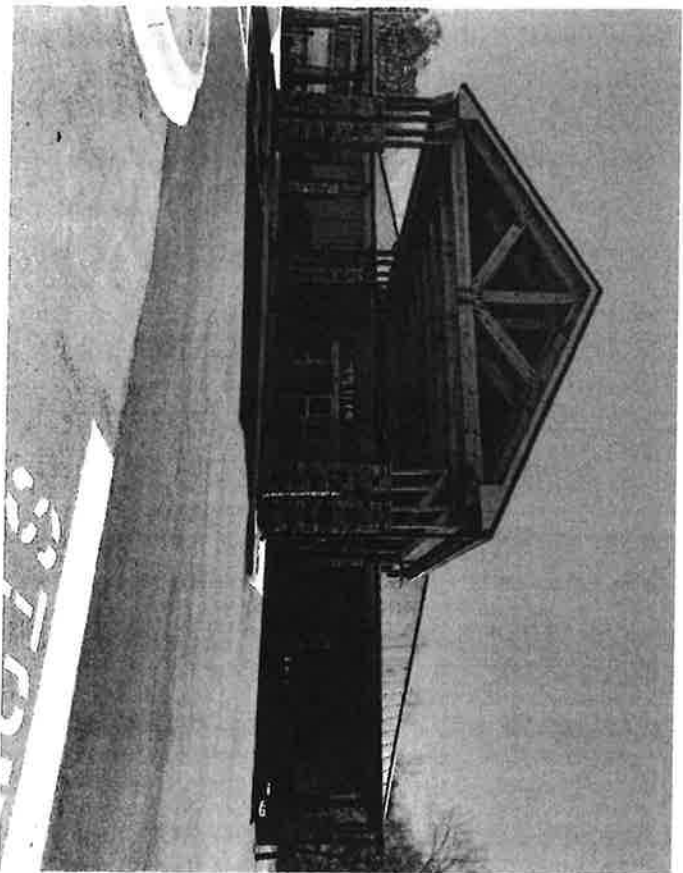
Diversified provided General Construction services for the new construction and site development for the College Park Fire Station #3. The Project consisted of two bays, eight bunk rooms, a dining room, kitchen, dayroom, lobby, locker room, multipurpose room, and exterior patio.



Project Experience: Dawson County Senior Center

Project Name & Location	Owner Name Contact Information	Architects Contact Information	Contract Completion Date (Original)	Contract Completion Date (Actual or Estimated)	Final Contract Value
Dawson County Senior Center Dawsonville, Ga	Dawson County Melissa Hawk (706)344-3501 ex 422233 mhawk@dawsoncounty.org	Nelson Architects Brian Lachat (678)533-1057 blachat@nelsonww.com	September 2020	September 2020	\$2,054,663.00

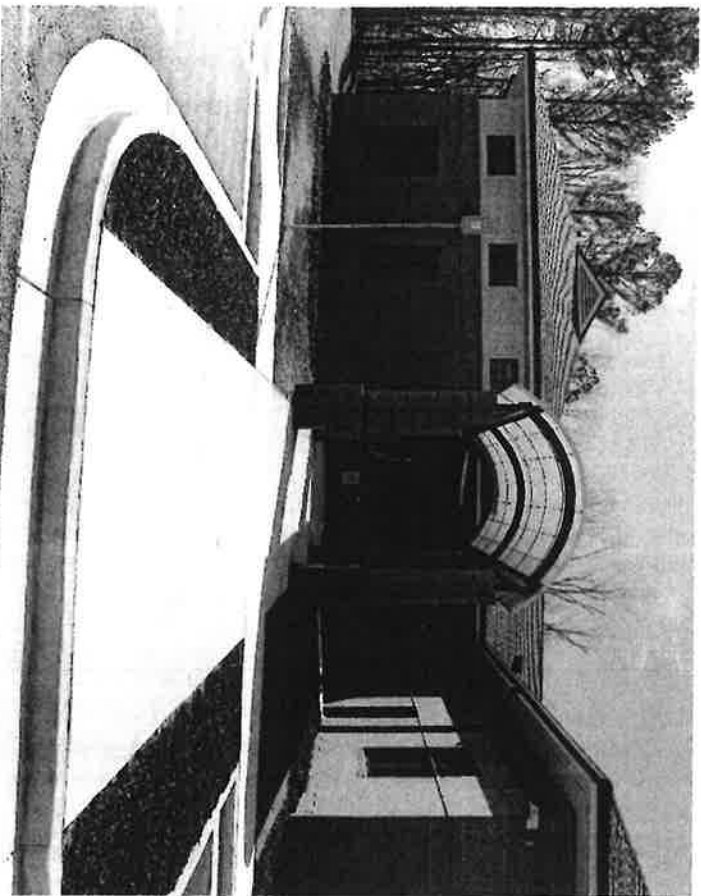
Diversified provided construction services for the senior center building that included an ample multi-purpose space with an attached kitchen, game room, several offices for staff, and an area specifically for those visitors needing memory care. The space is approximately 8,260 square feet and includes a large porch area wrapped around the exterior, which extended as a breezeway to the existing building to provide visitors with covered access between the two (2) buildings.



Project Experience: Coweta Public Works

Project Name & Location	Owner Name Contact Information	Architects Contact Information	Contract Completion Date (Original)	Contract Completion Date (Actual or Estimated)	Final Contract Value
Coweta Public Works Newman, Ga	Coweta County	Gardner Smith Trench & Jarbeau Joe Gardner (404)522-8805 jgardner@gssjtj.com	March 2021	March 2021	\$3,240,164.74.

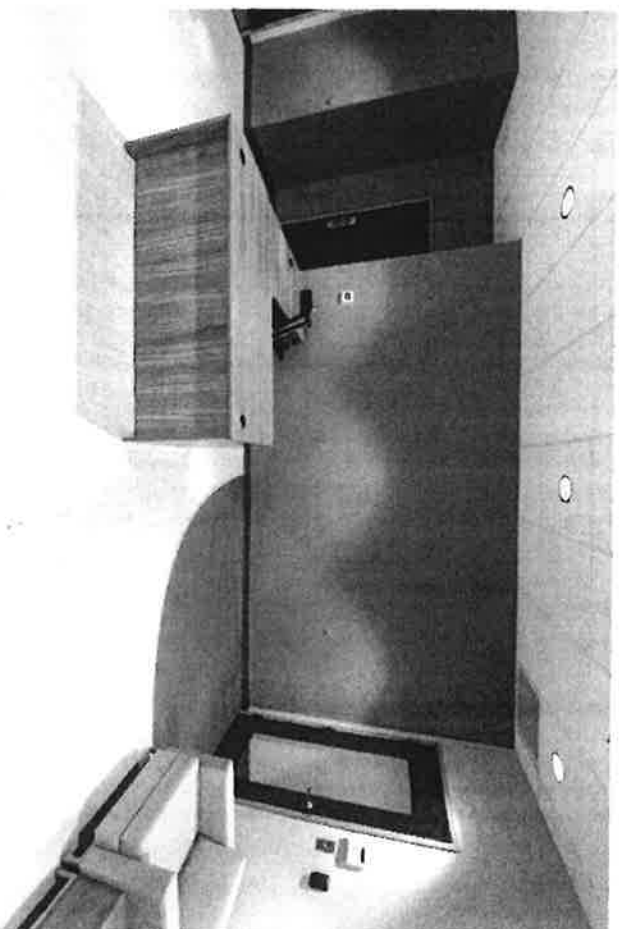
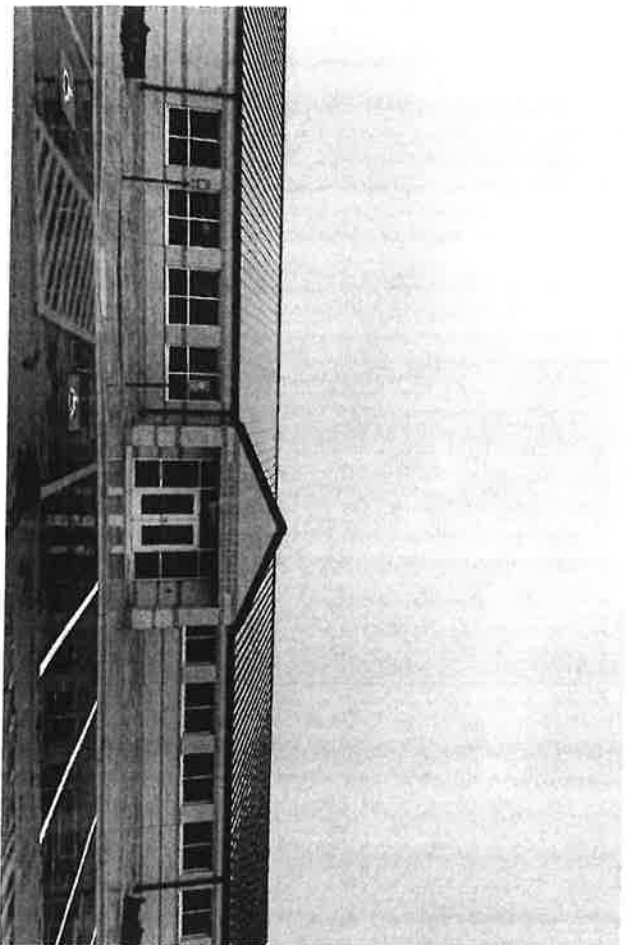
Diversified provided construction of a new 2-story, free-standing building and associated site improvement of a municipal facility in Newman, Georgia. The pandemic created a challenge, but with communication and alternative planning, we were able to complete a project with the owners' approval.



Project Experience: Carroll County DFCS

Project Name & Location	Owner Name Contact Information	Architects Contact Information)	Contract Completion Date (Original)	Contract Completion Date (Actual or Estimated)	Final Contract Value
Carrollton DFCS Carrollton, GA	Carrollton County	Kevin Franklin, Peacock Partnership, Inc. (404) 214-5200 kevin@peacockpartnership.com	February 2020	February 2020	\$2,077,590.81

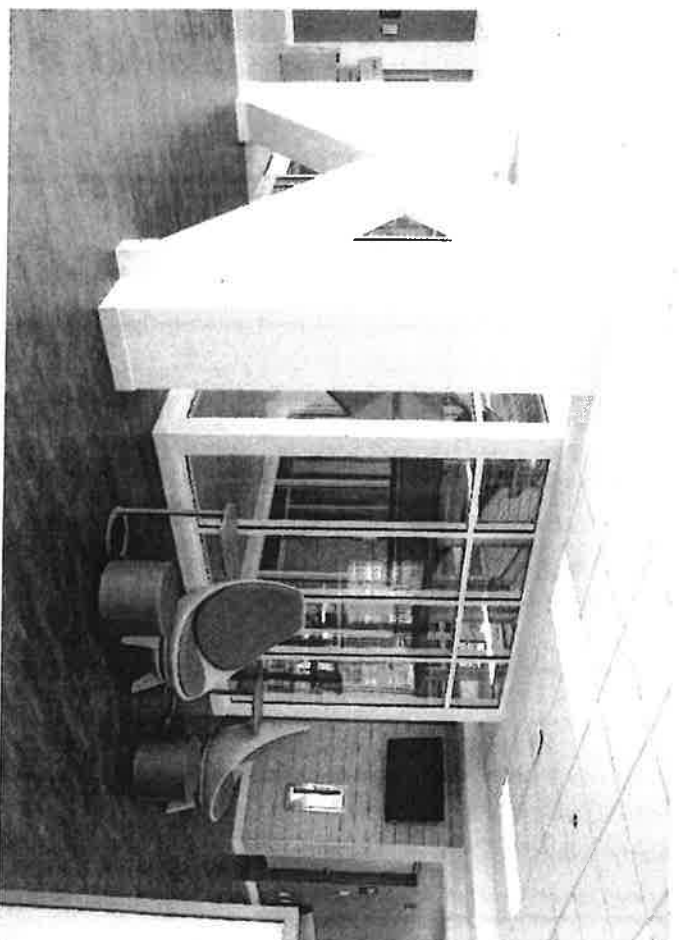
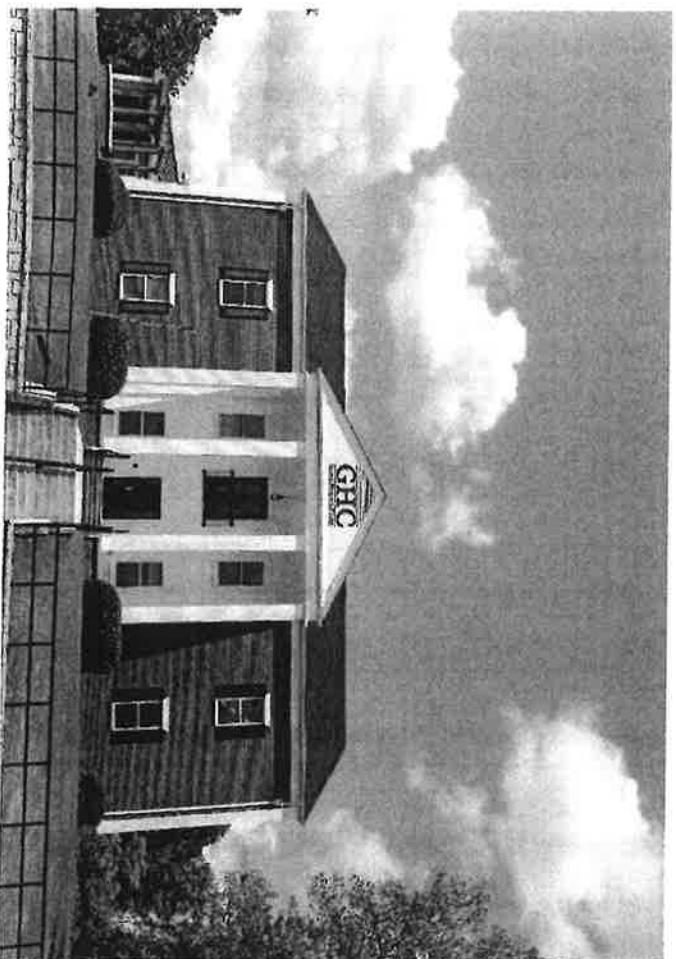
Diversified provided General Construction Services for the Department of Human Services, Division of Family and Children Services at 165 Independence Drive, Carrollton, Georgia, 30116 had the construction of a new one-story expansion facility and the complete interior renovation of the existing facility. The project was broken down into two phases: the new building construction and the renovation. Safety was a priority as business continued as construction was performing.



Project Experience: Georgia Highland College: Winn Bagby Building

Project Name & Location	Owner Name Contact Information	Architects Contact Information)	Contract Completion Date (Original)	contract Completion Date (Actual or Estimated	Final Contract Value
Georgia Highlands College Building Renovation Dallas, GA	University System of Georgia	Pond and Company (678)336-7740 Doug Hannah hannahd@pondco.com	October 2021	October 2021	\$2,770,000.00

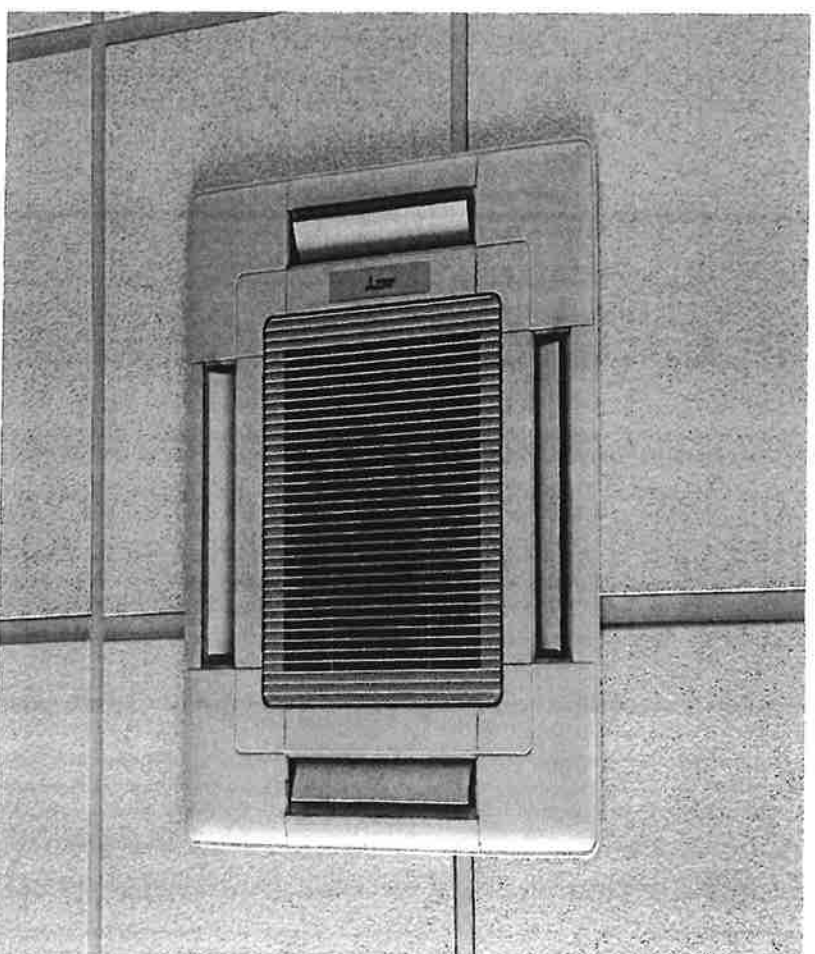
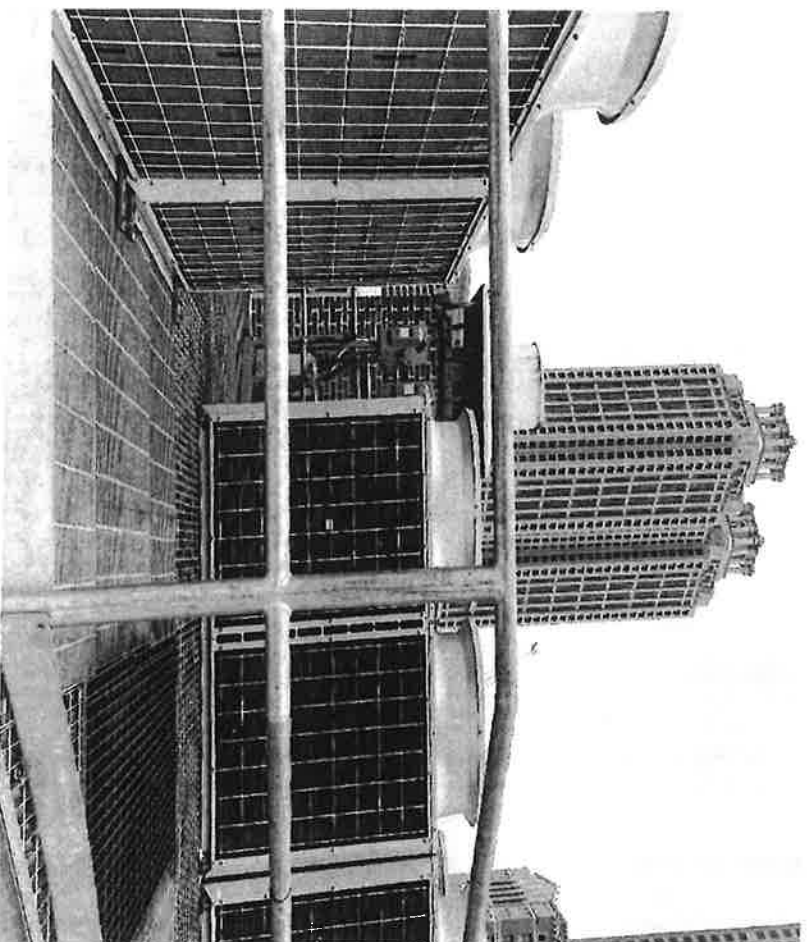
Diversified provided General Construction services for the renovation and addition to an existing bank building. The floor plan was repurposed to include labs, a lounge, and a workout facility. The project required new site utilities and landscaping for the Georgia Highland Colle.



Project Experience: GSU Haas Howell

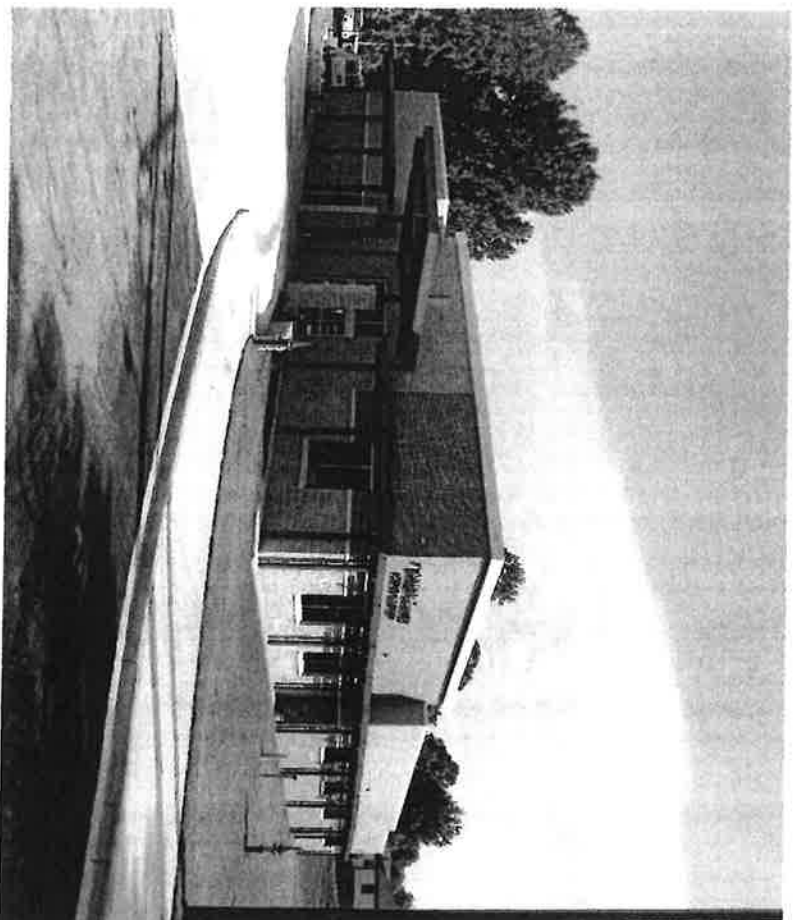
Project Name & Location	Owner Name Contact Information	Architects Contact Information)	Contract Completion Date (Actual or Estimated)	Contract Completion Date (Actual or Estimated)	Final Contract Value
Haas Howell Atlanta, GA	GSU	Pond and Company (404)391-4001 Michael Fax faxm@pondco.com	April 2019	April 2019	\$2,230,000.00

DC of Georgia installed the VRF heating and cooling system on five floors. Installation of a new roof and rooftop mechanical platform. New ceilings and five-foot lighting are affected by the new VRF system.



Project Experience: Dekalb County Senior Center					
Project Name & Location	Owner Name Contact Information	Architects Contact Information)	Contract Completion Date (Actual or Estimated)	Contract Completion Date (Actual or Estimated)	Final Contract Value
Dekalb County Senior Center	Dekalb County Chuck Burleson (404)371-2154 cburleson@dekalbcountyga.gov	Pond and Company (678)336-7740 Sonia Sabherwal sabhewals@pondeo.com	June 2022	June 2022	\$5,498,992.00

Diversified provided construction of a new single-story, free-standing building, and associated site improvement of a senior center in, Lithonia, Georgia. The pandemic created a challenge, but with communication and alternative planning, we were able to complete a project with the owners' approval.



Tab 5
Project Approach

PROJECT APPROACH

A thorough understanding of this project is very important in today's unique times as working on an active site can be very challenging. Project safety is very important when working in an occupied as it is extremely difficult. This is where constant supervision is very important. In addition to safety, scheduling can be impacted by worker activity and must be accounted for in timing and material deliveries.

APPROACH

Diversified Construction of Georgia Inc will provide the following services for the Test Kitchen:

Provide all contract documents and necessary insurance. Provide a Construction Schedule.

Provide a list of all sub-contractors/vendors for the project. Provide an SOV for approval and AIA or owner specific pay application. Provide and keep updated a Product Submittal registry. Provide a list of all company contacts needed for the project and create a line of communication with the County and Project Architect.

Project Management of the Project:

DC of GA will put under Contract all necessary Sub Contractors and Vendors Provide all required Submittals, shop drawing and product samples.

Permit all work required for the project with county, fire, state, and any local municipality. This will be specific to this project, and we will coordinate with the Owner.

Coordinate all 3rd party testing and inspections throughout the project. Coordinate with the owner for any work they provide.

Provide weekly updates to the County Representatives and the Project Architect. Coordinate weekly site visits and Safety meetings. Coordinate Quality Control site meetings between the Project Manager and Superintendent. Provide agenda and run Biweekly OAC meetings. Provide an updated schedule weekly and present it at the OAC meeting.

Provide a recovery schedule if needed.

Submit necessary RFI's as needed. We have found that when we can provide a solution to the RFI it speeds up the process. If the RFI will incur a cost, we will notify the owner in the RFI.

Change Orders will be submitted as per the contract documents. Monthly Pay applications will be submitted as per the contract requirements. Closeout documents will be completed and submitted as per the Contract Documents.

QUALITY ASSURANCE/QUALITY CONTROL

We will provide a full-time on-site supervisor throughout the project. All material will be inspected before acceptance to verify it complies with the specifications. The project will be opened and closed daily by the onsite supervisor and all trades will be supervised daily.

The onsite supervisor will provide Daily reports that will include, list of subs, material delivered, work completed and any issues that may have occurred. The onsite supervisor will coordinate the onsite work with all trades. We will have a weekly sub-contractor meeting/conference call to discuss the schedule and quality control issues. We will maintain a project safety program for the duration of the project. We will maintain project security until the need is not required or completion of the project. Daily quality control evaluations are made by the onsite Supervisor. Enforcement of the project quality control is performed daily along with identification of delays and providing solutions to maintain the project quality. Create and Complete General Contractors punch list.

Diversified Construction of Georgia has been in business since 2001. We have always worked in the Government Sector. We understand this project, the scope of work, and what is required to get the job done correctly.

The county will not have a learning curve with our firm or the subs and suppliers that will be using on this project. We pride ourselves on keeping an open line of communication with the client, architect, and any other stakeholder in the project. We do not bid a project with the goal of finding change orders to make up our mistakes. Our goal is to build a relationships one project at a time. We will work to create this relationship through honesty, dependability, and providing a quality product at a fair price.

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 3, 2022												Qtr 4, 2022				Qtr 1, 2023				
						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar												
1	★	Mobilization	5 days	Mon 8/1/22	Fri 8/5/22	</																				

Project: Water Control Schedule Date: Wed 6/29/22	Task	Inactive Summary	External Tasks
	Split	Manual Task	External Milestone
	Milestone	Duration-only	Deadline
	Summary	Manual Summary Rollup	Progress
	Project Summary	Manual Summary	Manual Progress
	Inactive Task	Start-only	
	Inactive Milestone	Finish-only	

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023
18	Task	Electrical Inspection	2 days	Fri 12/9/22	Mon 12/12/22	Jul	Aug	Sep
19	Task	Install Ceramic Tile	5 days	Tue 11/29/22	Mon 12/5/22	Oct	Nov	Dec
20	Task	Paint Interior	5 days	Tue 12/6/22	Mon 12/12/22	Jan	Feb	Mar
21	Task	Install Cabinets	7 days	Tue 12/13/22	Wed 12/21/22	Apr	May	Jun
22	Task	Install Doors	2 days	Tue 12/13/22	Wed 12/14/22	Jul	Aug	Sep
23	Task	Install Ceiling Tile	2 days	Thu 12/15/22	Fri 12/16/22	Oct	Nov	Dec
24	Task	Install Flooring	4 days	Mon 12/19/22	Thu 12/22/22	Jan	Feb	Mar
25	Task	Final Clean	2 days	Fri 12/23/22	Mon 12/26/22	Apr	May	Jun
26	Task	Punch Out	5 days	Tue 12/27/22	Mon 1/2/23	Jul	Aug	Sep

Project: Water Control Schedul Date: Wed 6/29/22	Task	Inactive Summary	Inactive Summary	External Tasks
	Split	Manual Task	Manual Task	External Milestone
	Milestone	Duration-only	Duration-only	Deadline
	Summary	Manual Summary Rollup	Manual Summary Rollup	Progress
	Project Summary	Manual Summary	Manual Summary	Manual Progress
	Inactive Task	Start-only	Start-only	
	Inactive Milestone	Finish-only	Finish-only	

Tab 6
Cost Proposal

Section 6 – Cost Proposal

The cost proposal has been submitted in a separate, sealed envelope as required.

Tab 7
Location

Office Location



2104 Vista Dale Court
Tucker, Georgia 30038
(678)705-4373 Office
(404)597-5016 Cell
(404)633-5932 Facsimile
bids@dcoggeorgia.com
davidlubin@dcoggeorgia.com

Tab 8
Current Project

Current Workload

Project in-progress:

Project Name	Midway Park Improvements
Owner	Forsyth County Board of Commissioners
Address	5100 Post Road, Cumming, GA., 30040
Architect	Woolpert
Contract Amount	2,445,000.00
Percent Complete	92%
Scheduled Completion Date	06/28/2022

Project Name	Gwinnett County Fleet Maintenance Building
Owner	Gwinnett County Board of Commissioners
Address	770 Hi Hope Road, Lawrenceville, Ga., 30044
Architect	Jericho Design Group
Contract Amount	1,698,000.00
Percent Complete	65%
Scheduled Completion Date	07/22/2022

Project Name	GA Veterans Ed. Career Trans. Resource Ctr
Owner	Technical College System of Georgia
Address	980 S Cobb Drive SE., Marietta, GA., 30060
Architect	Nelson
Contract Amount	\$1,447,406.00
Percent Complete	90%
Scheduled Completion Date	07/31/2022

Project Name	Group B Security Vestibules
Owner	Dekalb County Board of Education
Address	Multiple Location
Architect	Croft
Contract Amount	\$2,010,775.00
Percent Complete	0%
Scheduled Completion Date	09/30/2022

Project Name	Freedom Middle School Security Vestibule
Owner	Dekalb County Board of Education
Address	505 S. Hairston Rd., Stone Mountain, GA., 30088
Architect	Stanley, Love-Stanley, PC
Contract Amount	\$352,136.00
Percent Complete	15%
Scheduled Completion Date	09/01/2022

Project Name	Big Creek Trailhead, Phase 5
Owner	Forsyth County Board of Commissioners
Address	1605 Canton Hwy, Cumming, GA., 30040
Architect	Jericho Design Group
Contract Amount	\$1,689,000.00
Percent Complete	15%
Scheduled Completion Date	First Quarter of 2023

Tab 9
Financial Information



2104 Vista Dale Court
Tucker, Georgia 30038
(678)705-4373 Office
(404)597-5016 Cell
(404)633-5932 Facsimile

June 30th, 2022

I David Lubin, President of Diversified Construction of Georgia, Inc. so swear that Diversified Construction of Georgia, Inc. has not filed petition(s) for Federal Bankruptcy or State insolvency.

Wherefore, the foregoing disclosure is fully complete and true and may be relied upon by the City of Stockbridge

Signature: 

Printed Name: David Lubin

Firm Name: Diversified Construction of Georgia Inc.

Date: 6/30/2022

Sworn to and subscribed for me this 30 day of June, 2022.



NOTARY PUBLIC (SEAL) / My Commission Expires: 11-04-2025

C Philbert
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires
11/04/2025



Independent Accountants' Review Report

Board of Directors
Diversified Construction of Georgia, Inc
Atlanta, Georgia

We have reviewed the accompanying balance sheet of Diversified Construction of Georgia, Inc. as of December 31, 2021, and the related statement of income and retained earnings, and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Consolidated Financial Statement

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. This information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with the accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information

May 16, 2022

Brown & Associates PC

Diversified Construction of Georgia, Inc.

Balance Sheet

December 31, 2021

ASSETS

CURRENT ASSETS

Cash and equivalents	\$ 897,233
Contracts receivables	1,483,333
Less Allowance for doubtful accounts	(1,000)
Other	3,775
Costs in excess of billings	87,627
Marketable securities	260,909
Other	-
Total current assets	<u>2,731,877</u>

PROPERTY AND EQUIPMENT

Office equipment, furniture and fixtures	23,035
Vehicles	54,986
Total	78,021
Less accumulated depreciation	(59,950)
Property and equipment - net	<u>18,071</u>

TOTAL ASSETS \$ 2,749,948

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 418,685
Billings in excess of costs and revenues	867,520
Current portion of long-term debt	-
Total current liabilities	<u>1,286,205</u>

LONG-TERM LIABILITIES

Long-term debt, less current maturities	<u>-</u>
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STOCKHOLDER'S EQUITY

Common stock, \$1 par value	
500 shares issued and outstanding	500
Additional paid-in capital	70,000
Retained earnings	1,393,243
Total stockholder's equity	<u>1,463,743</u>

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY \$ 2,749,948

See accountant's report and notes to financial statements

Diversified Construction of Georgia, Inc.
Statement of Income and Retained Earnings
For the Year Ended December 31, 2021

REVENUES	\$ 7,940,083
COST OF REVENUES	<u>7,060,106</u>
GROSS PROFIT	879,977
GENERAL AND ADMINISTRATIVE EXPENSES	<u>356,697</u>
OPERATING INCOME	523,280
OTHER INCOME(EXPENSE):	
Discounts earned	2,566
Interest expense	-
Investment income	<u>41,831</u>
Total	44,397
NET INCOME	567,677
RETAINED EARNINGS, BEGINNING OF YEAR	1,191,439
DISTRIBUTIONS TO SHAREHOLDER	<u>(365,873)</u>
RETAINED EARNINGS, END OF YEAR	<u><u>\$ 1,393,243</u></u>

See accountant's report and notes to financial statements

Diversified Construction of Georgia, Inc.
Statement of Cash Flows
For the Year Ended December 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	\$ 567,677
Adjustments to reconcile net income to net cash used by operating activities:	
Depreciation	5,687
Changes in operating assets and liabilities	
Contract receivables	379,419
Prepaid expenses	(25)
Net change in billings over/under	483,585
Change in marketable securities	(128,997)
Accounts payable and accrued expenses	(29,837)
NET CASH USED BY OPERATING ACTIVITIES	<u>1,277,509</u>
CASH FLOWS USED IN INVESTING ACTIVITIES:	
Purchase of fixed assets-net	<u>(18,116)</u>
CASH FLOWS USED IN FINANCING ACTIVITIES	
Distributions to shareholder	<u>(365,873)</u>
INCREASE IN CASH	893,520
CASH, BEGINNING OF YEAR	<u>3,713</u>
CASH, END OF YEAR	<u><u>\$ 897,233</u></u>

See accountant's report and notes to financial statements

Diversified Construction of Georgia, Inc.
Notes to Financial Statements
December 31, 2021

Note 1. Summary of Significant Accounting Policies

Nature of Business

Diversified Construction of Georgia, Inc. (the "Company") primarily is involved in renovating housing projects as a general contractor for government agencies and as a general contractor for private companies in the Georgia. The work is performed under fixed-price and cost-plus contracts.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and investments in short-term highly liquid securities which generally have maturities of three months or less.

Property and Equipment

Property and equipment are recorded at cost and are depreciated over the estimated useful lives of the assets which are generally five to fifteen years, using principally the straight-line method for financial reporting purposes and accelerated methods for income tax purposes.

Revenue and Cost Recognition

The Company recognizes revenues from construction contracts on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. This method is used because management considers total cost to be the best available measure of progress on the contracts.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

Diversified Construction of Georgia, Inc.
Notes to Financial Statements
December 31, 2021

Note 1. Summary of Significant Accounting Policies (continued)

New Accounting Standard

For year ends after December 15, 2019, the FASB issued Accounting Standards Update ASU 2014-09, which provides a single comprehensive accounting standard for revenue recognition for contracts with customers and supersedes current industry-specific guidance, including ASC 605-35. The new standard prescribes a five-step revenue recognition model that focuses on transfer of control and entitlement to payment when determining the amount of revenue to be recognized. The new model requires companies to identify contractual performance obligations and determine whether revenue should be recognized at a point in time or over time for each of these obligations. These concepts as well as other aspects of the ASU should not change the method and/or timing of revenue recognition for our construction contracts. We expect that revenue generated from our construction contracts will continue to be recognized over time utilizing the cost-to-cost measure of progress consistent with current practice.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Impairment of Long-Lived Assets

Long-lived assets are periodically reviewed for impairment based on an assessment of future operations. The Company records impairment losses on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than the assets' carrying amounts.

Income Taxes

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an *S Corporation*. In lieu of corporate income taxes, the shareholders of an *S Corporation* are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements. The Company's tax filings are subject to audit by various taxing authorities. The Company's Federal income tax returns for 2020, 2019 and 2018 along with the 2020, 2019 and 2018 filings with the State of Georgia are open to examination.

Diversified Construction of Georgia, Inc.
Notes to Financial Statements
December 31, 2021

Note 2. Contracts Receivable

Billed contracts receivable consisted of the following:

	<u>December 31, 2021</u>
Contracts in progress	916,272
Completed contracts	128,506
Retainage	436,555
Allowance for doubtful account	<u>(1,000)</u>
	<u>\$1,482,333</u>

Management has reviewed contracts receivable as of December 31, 2021 and almost all are considered to be collectible. Therefore, a small provision for uncollectible accounts has been established for \$1,000.

Note 3. Uncompleted Contracts

Costs and estimated earnings in excess of billings on uncompleted contracts represents revenues recognized in excess of amounts billed. Billings in excess of costs and estimated earnings on uncompleted contracts represents billings in excess of revenues recognized.

Costs, estimated earnings and billings on uncompleted contracts are summarized as follows:

	<u>Year ended December 31, 2021</u>
Costs incurred on uncompleted contracts	\$4,875,491
Estimated earnings	1,155,786
Billings to date	<u>(6,811,170)</u>
	<u>\$(779,893)</u>

Included in the accompanying balance sheets under the following captions are:

	<u>Year ended December 31, 2021</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 87,627
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(867,520)</u>
	<u>\$ (779,893)</u>

Diversified Construction of Georgia, Inc.
Notes to Financial Statements
December 31, 2021

Note 4. Line of Credit

The Company has a secured working capital line of credit in the amount of \$500,000 which matures on December 31, 2022; interest only is payable monthly at prime plus 2%. The line had a zero balance at December 31, 2021. The line is secured by inventory, receivables and property and equipment.

Note 5. Use of Estimates in the Preparation of Financial Statements

The percentage of completion computations are based upon management's estimate of the total cost of construction compared to the actual costs incurred at year-end. Generally, cost estimates are reasonably accurate, but they are subject to change over the next year based upon several unknown future factors.

Note 6. Certain Concentrations of Risk

The company performs fairly similar construction work for a relatively small number of customers generally in the Georgia and Tennessee area. There are items of risk such as a change in customer status, demand for company services, or geographical concentration.

Note 7. Backlog

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2021. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun.

Backlog balance at December 31, 2020	\$ 6,599,561
New contracts during the year	12,921,888
Less contract revenue earned during the year	<u>(7,940,083)</u>
Backlog balance at December 31, 2021	<u>\$ 11,581,366</u>

Diversified Construction of Georgia, Inc.
Notes to Financial Statements
December 31, 2021

Note 8. Lease Commitments

The Company leases its office premises from a related party on a month-to-month basis at a rate of \$2,200 per month. The total rental expense under the lease for the year then ended December 31, 2021 was \$26,400.

Note 9. Related Party

The company periodically does business with a related party. Contracts are competitively bid and are at fair-market value. The Company also leases its office space from a related party (See Notes 2 and 8).

Note 10. Investments

The Company has a brokerage account which invests in readily marketable securities. These investments are not trading securities or securities to be held to maturity. The securities can be sold as needed to fund short term working capital requirements.

Note 11. Date of Management Review

Management has evaluated subsequent events through May 16, 2022, the date on which the Financial Statements were made available to be issued.

Supplementary Information

Diversified Construction of Georgia, Inc.
Selling, General and Administrative Expenses
For the Year Ended December 31, 2021

Automobiles	\$ 6,325
Bank charges	622
Bid costs	250
Building permits	6,419
Charitable donations	6,702
Internet	336
Depreciation	5,687
Equipment expense	670
Freight and delivery	905
Fuel	2,645
Insurance	24,453
Legal	5,480
Meals & entertainment	2,110
Office	20,969
Professional	8,577
Rents	26,400
Salaries, fringes & payroll taxes	187,216
Taxes	16,804
Telephone	7,682
Travel	3,361
Utilities	16,509
Other	6,575
Total	\$ 356,697

See accountant's report and notes to financial statements.

Diversified Construction of Georgia, Inc.
Work In Progress Report
December 31, 2021

Project Name	Contract Price	Estimated Costs	Estimated Gross Profit	Costs To Date	% Complete	Costs to Complete	Revenue Earned to date	Billings To Date	Costs in excess of billings	Billings in excess of Costs
203 RIO CIRCLE-GUN RANGE	\$ 28,750	\$ 10,000	\$ 18,750	\$ 6,533	65%	\$ 3,468	\$ 18,781	\$ -	\$ 18,781	\$ -
CARTERSVILLE	26,734	19,000	7,734	13,260	70%	5,740	18,658	26,209	-	7,551
DEKALB: GROUP B VESTIBULES	2,010,775	1,849,913	160,862	23,608	1%	1,826,305	25,661	0	25,661	-
DEKALB SENIOR CENTER	5,684,139	5,054,927	629,212	3,782,633	74.83%	1,272,294	4,253,476	4,739,950	-	486,474
FORSYTH: MIDWAY PARK IMP	2,445,000	1,704,578	740,422	436,980	26%	1,267,598	626,986	787,398	-	160,412
GAINESVILLE MIDLAND WYE	1,412,461	1,260,000	152,461	599,494	48%	660,506	672,104	881,393	-	209,289
GWINNETT COUNT POLICE FLEET	1,698,000	1,550,000	148,000	62,324	4%	1,487,676	68,275	25,090	43,185	-
LAKE LANIER OLYMPIC PARK	390,119	362,960	27,159	322,760	89%	40,200	347,336	351,130	-	3,794
	\$ 13,695,978	\$ 11,811,378	\$ 1,884,600	\$ 5,247,591		\$ 6,563,787	\$ 6,031,277	\$ 6,811,170	\$ 87,627	\$ 867,520

Diversified Construction of Georgia, Inc
Completed Contracts
As of December 31, 2021

Name	Recognized in Current Year			Recognized in Prior Year			Total for Contract		
	Revenue	Cost	Gross Profit	Revenue	Cost	Gross Profit	Revenue	Cost	Gross Profit
COWETA COUNTY PUBLIC WORKS	\$ 18,084	\$ 210,877	\$ (192,793)	\$ 3,190,030	\$ 2,763,715	\$ 426,315	\$ 3,208,114	\$ 2,974,592	\$ 233,522
COWETA TRANSFER BUILDING	703,201	655,533	47,668	235,189	199,911	35,278	938,390	855,444	82,946
GHC WINN BAGBY	551,531	670,186	(118,655)	2,572,523	2,270,741	301,782	3,124,054	2,940,927	183,127
KH/GJAC CEILING AND LIGHTING	47,932	31,044	16,888	24,816	17,691	7,125	72,748	48,735	24,013
GOOD SAMARITAN HEALTH CENTR	469,932	334,675	135,257	8,621	7,534	1,087	478,553	342,209	136,344
CARTERSVILLE	26,210	13,780	12,430	-	-	-	26,210	13,780	12,430
BANNISTER	43,741	33,112	10,629	-	-	-	43,741	33,112	10,629
GWNNET COUNTY FIRE APPARATUS	260,833	196,761	64,072	-	-	-	260,833	196,761	64,072
SWANTON HEIGHTS	366,314	83,194	283,120	-	-	-	366,314	83,194	283,120
SMALL JOBS AND WARRANTY WORK	110,071	150,944	(40,873)	-	-	-	110,071	150,944	(40,873)
	\$ 2,597,849	\$ 2,380,106	\$ 217,743	\$ 6,031,179	\$ 5,259,592	\$ 771,587	\$ 8,629,028	\$ 7,639,698	\$ 989,330

Tab 10
Litigation

Section 10 – Litigation

Diversified Construction of Georgia, Inc. does not have any “material” case filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent, or subsidiary of the vendor, or any predecessor organization.

Tab 11
Business Licenses & COI



CITY OF TUCKER

2022

BUSINESS LICENSE

OCCUPATIONAL TAX CERTIFICATE

1975 LAKESIDE PKWY., STE. 350
TUCKER, GA 30084

LICENSE NUMBER: 2022-1905
LEGAL BUSINESS NAME: DIVERSIFIED CONSTRUCTION OF
GEORGIA INC
DBA NAME: DIVERSIFIED CONSTRUCTION OF
GEORGIA INC
LICENSEE: DAVID LUBIN
BUSINESS LOCATION: 2104 VISTADALE CT
NAICS DESCRIPTION: Commercial and Institutional Building Constr

LICENSE STATUS: Issued
DATE ISSUED: 01/21/2022
DATE EXPIRES: 12/31/2022

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

DIVERSIFIED CONSTRUCTION OF GEORGIA INC
DAVID LUBIN
2104 VISTADALE CT
TUCKER, GA 30084



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors

LICENSE NO. **GCQA001689**

Hal David Lubin

Diversifield Construction of Georgia Inc

2104 Vistadale Court

Tucker GA 30084

Company Name: Diversified Construction of Georgia Inc

Company License NO: GCCO001672

General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active

Issue Date: 07/11/2008

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing

237 Coliseum Drive

Macon GA 31217

Phone: (404) 424-9966

www.sos.ga.gov/plb

Hal David Lubin
Diversifield Construction of Georgia Inc
2104 Vistadale Court
Tucker GA 30084



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors

License No. **GCQA001689**

Hal David Lubin

Diversifield Construction of Georgia Inc

2104 Vistadale Court

Tucker GA 30084

Company Name: Diversified Construction of Georgia Inc

Company License NO: GCCO001672

General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active

Issue Date: 07/11/2008

3.31 INVOICES

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall
Finance Department Accounts Payable
4640 N. Henry Boulevard
Stockbridge, GA 30281**

3.32 PAYMENT

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

3.34 PUBLIC RECORDS DISCLOSURE:

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

3.35 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City's Authorized Representative of the work / services performed.

3.36 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

3.37 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

3.38 PRICE VALIDITY

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID FORM SIGNATURE(S)

The Corporate Seal of

Diversified Construction of Georgia, Inc. (Bidder - print the full name of your firm)
was hereunto affixed in the presence of:



President
(Authorized signing officer, Title)

(Seal)

Corporate Secretary
(Authorized signing officer, Title)

IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

INSURANCE AND RISK MANAGEMENT PROVISIONS

CITY OF STOCKBRIDGE WATER CONTROL OFFICE & LAB RENOVATION SERVICES

- copy of the Contractor's current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE –

STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	Aggregate	\$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations**

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
--	-----------------	-------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.



Where Community Connects

City of Stockbridge Procurement Division

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

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government
Procurement Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors,

successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: Diversified Construction of Georgia, Inc. SIGNATURE: 

NAME: David Lubin TITLE: President DATE: 06-30-2022



DIVECON-01

STATUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snellings Walters Insurance Agency 1117 Perimeter Center West Suite W101 Atlanta, GA 30338	CONTACT NAME: PHONE (A/C, No, Ext): (770) 396-9600 FAX (A/C, No): (770) 399-9880 E-MAIL: ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURED Diversified Construction of Georgia Inc 2104 Vista Dale Ct Tucker, GA 30084	INSURER A : Selective Way Ins Co. INSURER B : Insurance Company of the West INSURER C : INSURER D : INSURER E : INSURER F :
NAIC # 26301	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	S 2408219	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	S 2408219	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			S 2408219	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X WGA 5053506 02	2/1/2022	2/1/2023	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP No. 2022-0011 WATER CONTROL OFFICE AND LAB RENOVATION SERVICES

The City of Stockbridge Government, Owner and all other parties required of the Contractor/Vendor

CERTIFICATE HOLDER

CANCELLATION

City of Stockbridge Government
 Procurement Division
 4640 N. Henry Boulevard
 Stockbridge, GA 30281

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: DIVECON-01

STATUS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Snellings Walters Insurance Agency		NAMED INSURED Diversified Construction of Georgia Inc 2104 Vista Dale Ct Tucker, GA 30084
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance****Forms & Endorsements****Commercial General Liability**

- CG 73 00 (01/19) ElitePac General Liability Extension Endorsement

Commercial Auto Liability

- CA 78 09 (11/17) ElitePac Commercial Automobile Extension Endorsement

Workers' Compensation

- WC 99 06 27 (10/98) Blanket Waiver of Subrogation

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 11 17

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident"
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension

DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or

b. Anyone considered an insured under
SECTION II - WHO IS AN INSURED;

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V - DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

EMPLOYEE HIRED AUTOS

COMMERCIAL AUTO
CA 20 54 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Auto Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto, and Auto Dealers Coverage Forms and Paragraph 5.f. of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule1. ☐ Specific Waiver

Name of Person or Organization

☒ Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Operations: GEORGIA OPERATIONS ONLY

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2022 Policy No. WGA 5053506 02

Endorsement No.

Insured DIVERSIFIED CONSTRUCTION OF

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

Tab 12

References

EXHIBIT II REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0011

**SOLICITATION TITLE: CITY OF STOCKBRIDGE WATER CONTROL OFFICE &
LAB RENOVATION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Diversified Construction of Georgia, Inc.

Date of Verification:

06/30/2022

Reference Organization:

Technical College System of Georgia

Project Verified (Include the Project Name / Title and a brief description of the Project):

Georgia Veterans Education Career Transition Resource Center Renovation(Interior Renovations)

Person Contacted:

David Simmons

Title of Contact:

Vice President for Facilities

Telephone Number including extension:

(706)253-4504

Email Address:

dsimmors@chattahoocheetech.edu

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date



Where Community Connects

City of Stockbridge Procurement Division

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

**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2022-0011

SOLICITATION TITLE: **CITY OF STOCKBRIDGE WATER CONTROL OFFICE &
LAB RENOVATION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Diversified Construction of Georgia, Inc.

Date of Verification:

06/30/2022

Reference Organization:

Gwinnett County

Project Verified (Include the Project Name / Title and a brief description of the Project):

Norcross Senior Center (Interior Renovations)

Person Contacted:

Meg Needle

Title of Contact:

Architect

Telephone Number including extension:

(404)253-1467

Email Address:

needle@lordaechsargent.com

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact: 

Signature Date



Where Community Connects

City of Stockbridge Procurement Division

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

**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2022-0011

SOLICITATION TITLE: **CITY OF STOCKBRIDGE WATER CONTROL OFFICE &
LAB RENOVATION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Diversified Construction of Georgia, Inc.

Date of Verification:

06/30/2022

Reference Organization:

Dekalb County

Project Verified (Include the Project Name / Title and a brief description of the Project):

Dekalb County Senior Center (New Construction)

Person Contacted:

Chuck Burleson

Title of Contact:

Project Manager

Telephone Number including extension:

(404)371-2154 or (404)387-2356

Email Address:

cburleson@dekalbcountyga.gov

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

EXHIBIT II REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0011

SOLICITATION TITLE: **CITY OF STOCKBRIDGE WATER CONTROL OFFICE &
LAB RENOVATION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Diversified Construction of Georgia, Inc.

Date of Verification:

06/30/2022

Reference Organization:

Coweta County

Project Verified (Include the Project Name / Title and a brief description of the Project):

Coweta Public Work (New Construction)

Person Contacted:

Joe Gardner

Title of Contact:

Architect

Telephone Number including extension:

(404)522-8805

Email Address:

jgardner@gsstj.com

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact: 

Signature Date

**EXHIBIT II
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2022-0011

SOLICITATION TITLE: **CITY OF STOCKBRIDGE WATER CONTROL OFFICE &
LAB RENOVATION SERVICES**

PROPOSING FIRM (List name exactly as provided in proposal):

Diversified Construction of Georgia, Inc.

Date of Verification:

06/30/2022

Reference Organization:

Dawson County

Project Verified (Include the Project Name / Title and a brief description of the Project):

Dawson County Senior Center (New Construction)

Person Contacted:

Melissa Hawk

Title of Contact:

Purchasing Manager

Telephone Number including extension:

(706)344-3501 Ex42223

Email Address:

mhawk@dawsoncounty.org

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature Date

Tab 13
Documents and Forms

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Diversified Construction of Georgia, Inc.
2104 Vista Dale Court
Tucker, GA 30084

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

OWNER:

(Name, legal status and address)

City of Stockbridge Procurement Division
4640 North Henry Blvd
Stockbridge, GA 30281

BOND AMOUNT: \$ Five Percent of Bid Estimate (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Water Control Office & Lab Renovation Services

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of May, 2022

Winta Haile
(Witness)

Kathryn Kleinschmidt
(Witness)

Diversified Construction of Georgia, Inc.
(Contractor as Principal) (Seal)

(Title)

Great Midwest Insurance Company
(Surety) (Seal)

Edward Mooney, Attorney-In-Fact
(Title)

Init.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Sarah Hancock, Kathryn Kleinschmidt, Edward Mooney, Annette Wisong, Joseph R. Williams

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



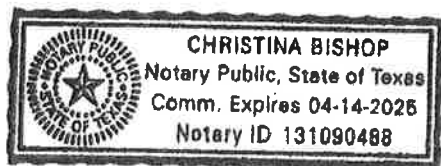
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of May, 2022.



BY

Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

EXHIBIT III
REQUIRED CERTIFICATIONS/ATTACHMENTS
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☒
2. Technical Proposal	☒
3. Acknowledgement of each Addendum	☒
4. Financial and Litigation Requirements	☒
5. Reference Verification Form	☒
6. Required Certifications and Attachments ☒ Form 1: Non-Collusion Bidding Certificate ☒ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☒ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☒ Form 4: Ineligibility Certificate. ☒ Form 5: Certification of a Drug-Free Workplace. ☒ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☒ Form 7: Affidavit Verifying Status for City Public Benefit Application ☒ Form 8: Certification Regarding Lobbying. ☒ Form 9: Bid Submittal Letter. ☒ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☒ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☒ Form 12: Certificate of Acceptance of a Solicitation Requirements ☒ Attachment 1: Addendum Acknowledgement Form	☒

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.



Signature of Authorized Agent

David Lubin President
Name/Title of Authorized Agent

06/30/2022

Date

FORM 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

The Proposer, Diversified Construction
of Georgia, Inc., certifies to the best of its knowledge and that it and its
principals: belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, Diversified Construction of Georgia, Inc., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Signature of Authorized Agent

David Lubin President

Name/Title of Authorized Agent

06/30/2022

Date _____

Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

Diversified Construction
of Georgia, Inc., and it is also whose address is

2104 Vistadale Ct., Tucker, GA., 30084, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.



Signature of Authorized Agent

David Lubin President

Name/Title of Authorized Agent

06/30/2022

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Diversified Construction of Georgia, Inc., and it is also whose address is 2104 Vistadale Ct., Tucker, GA., 30084, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.



Signature of Authorized Agent

David Lubin President

Name/Title of Authorized Agent

06/30/2022

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Diversified Construction
of Georgia, Inc., and it is
also, whose address is 2104 Vistadale Court, Tucker, GA., 30084, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing
services for City of Stockbridge.



Signature of Authorized Agent

David Lubin President

Name/Title of Authorized Agent

06/30/2022

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Diversified Construction of Georgia, Inc.
Name of Applicant

1) X I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: _____

Date: 06/30/2022

Printed Name: David Lubin

*Alien Registration number for non-citizens:
N/A

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the 30 Day of June, 2018.

Notary Public: C Philbert

My Commission Expires: 11/04/2025

C Philbert
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires

11/04/2025
*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM 8 CERTIFICATION REGARDING LOBBYING

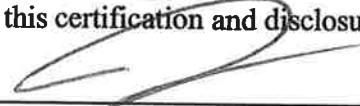
This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: 

Name and Title of Contractor Authorized Agent: David Lubin President

Date: 06/30/2022 Telephone No: (678) 705-4373
(404) 597-5016

Firm or Company Name: Diversified Construction of Georgia, Inc.

Address: 2104 Vista Dale Court, Tucker, GA., 30084

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned, Diversified Construction of Georgia, Inc., hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this 30 day of June, 2018

By

President
Title

C Philbert
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires
11/04/2025

Sworn to and subscribed before me the 30 day of June, 2018.

Notary Public

C Philbert
My Commission Expires:

11/04/2025

Date

**STATE OF GEORGIA
CITY OF STOCKBRIDGE**

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program^{*,2} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

146561

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

David Lubin

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30 day of June, 2022

Notary Public: C. Philbert

City: Decatur

Commission Expires: 11/04/2025

C. Philbert
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires
11/04/2025

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. ²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 75 inclusive, including any addenda # 1 to # 2 exhibit(s) # 1 to # 3, attachment(s) # 1 to # 2, and/or appendices# _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: Diversified Construction of Georgia, Inc.

Signature: _____

Name: David Lubin President

Title: Date: 06/30/2022

(Affix Corporate Seal)

ATTACHMENT 1

ADDENDUM ACKNOWLEDGMENT FORM

Note: If Addendums have been issued, respondents should complete and return this attachment with their proposal. Failure to do so may result in disqualification of the proposal.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: 06/30/2022

Addendum #: 2 Dated: 06/30/2022

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): Diversified Construction of Georgia, Inc.

Signature (in ink): 

Name (Typed/printed): David Lubin

Title: President Date: 06/30/2022

**ATTACHMENT 2
GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Diversified Construction of Georgia, Inc.

Performing work as: Prime Contractor X Sub-Contractor _____

Professional License Type: General Contractors

Professional License Number: GCCO001672

Expiration Date of License: 06/30/2024

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed:  _____

Date: 06/30/2022

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA001689

Hal David Lubin
Diversifield Construction of Georgia Inc
2104 Vistadale Court
Tucker GA 30084

Company Name: Diversified Construction of Georgia Inc
Company License NO: GCCO001672
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
Issue Date: 07/11/2008

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Hal David Lubin
Diversifield Construction of Georgia Inc
2104 Vistadale Court
Tucker GA 30084

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCQA001689

Hal David Lubin
Diversifield Construction of Georgia Inc
2104 Vistadale Court
Tucker GA 30084

Company Name: Diversified Construction of Georgia Inc
Company License NO: GCCO001672
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
Issue Date: 07/11/2008



Where Community Connects

City of Stockbridge Purchasing Division

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

ADDENDUM NO. 1

Solicitation No.: REQUEST FOR PROPOSALS (RFP) NO. 2022-0011

Solicitation Title: WATER CONTROL OFFICE AND LAB RENOVATION SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

☒

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☐

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, June 2nd, 2022.
2. The deadline for questions has not changed. The deadline for questions was Friday, May 13th, 2022 (12:00 noon, EDT)
3. Non Mandatory Site Visit. A Non-Mandatory Site Visit is scheduled for May 4th, 2022 (10:00 Am). The Location of the Nonmandatory Site Visit :

Sewer Lab Administration Building
100 Stapleton Drive
Stockbridge, Georgia 30281



Where Community Connects

City of Stockbridge Purchasing Division

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

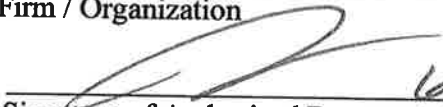
The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. All other terms, conditions, and specifications of the solicitation remain unchanged.

Diversified Construction of Georgia, Inc.

Name of Company / Firm / Organization

David Lubin, President

Printed Name of Authorized Rep. / Title

 6/30/22
Signature of Authorized Representative / Date



Where Community Connects

City of Stockbridge Purchasing Division

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

ADDENDUM NO. 2

Solicitation No.: REQUEST FOR PROPOSALS (RFP) NO. 2022-0011

Solicitation Title: WATER CONTROL OFFICE AND LAB RENOVATION SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

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2. The deadline for questions has not changed. The deadline for questions was Friday, May 13th, 2022 (12:00 noon, EDT)
3. Non-Mandatory Site Visit. A Non-Mandatory Site Visit is scheduled for June 1st, 2022 (10:00 Am). The Location of the Nonmandatory Site Visit :
Sewer Lab Administration Building
100 Stapleton Drive
Stockbridge, Georgia 30281

QUESTIONS AND RESPONSES

- Question 1. In release of the RFP referenced above, there was referrals to the scope of work but no plans or specifications. We have recently been awarded a contract with Henry County for a design build delivery method, is that the expectations here or will the City be issuing plans for bidding and building purposes?

- Answer 1. The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. Solicitation is also posted on the State of Georgia's website. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp.
- Question 2. May we ask a copy of the plans and specifications of the Water Control Office and Lab Renovation Services Project, please.
- Answer 2. Please see above, Non-mandatory Site Visit date, time and location.
- Question 3. Can we broadcast your WATER CONTROL OFFICE AND LAB RENOVATION SERVICES on the DemandStar platform (for free)? We have a network of over 150,000 vendors who may not be checking your website regularly, but they are certainly interested in the opportunity!
- Answer 3. The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. Solicitation is also posted on the State of Georgia's website. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp.
- Question 4. May we request for a Site Walkthrough (Date and Time) for the Water Control Office and Lab Renovation Services Project, please. This is to make sure that we will provide you the most accurate proposal.
- Answer 4. Please see above, Non-mandatory Site Visit date, time and location.
- Question 5. I see that the non-mandatory pre bid is set up for a Webex meeting, but will there also be an in person pre bid walk? If not, when can we visit the site to take measurements/photos?
- Answer 5. Please see above, Non-mandatory Site Visit date, time and location.
- Question 6. Good Morning, Are you able to email me the GC bidders, or Plan Holders list for this project, or direct me on where to get it?
- Answer 6. No list of bidders was compiled.

- Question 7. Site visit for all trades?
- Answer 7. Please see above, Non-mandatory Site Visit date, time and location.
- Question 8. Furniture- who is removing and purchasing new items?
- Answer 8. The City of Stockbridge will remove all furniture and will be purchasing all the office furniture.
- Question 9. Laboratory Sink- per A.10 there is a note to fix drain. Will new underground piping be needed?
- Answer 9. Yes, all new drain lines will be needed for the laboratory corner sink and the maintenance building bathroom sink.
- Question 10. Will ceiling grids will be replaced with the tiles?
- Answer 10. Ceiling grid to remain as much as possible in the existing areas, new ceiling Grids will be needed for newly created print room and office 3. Replace any Bad ceiling grid sections as needed.
- Question 11. Is the city providing FFE or should the bidding contractor consider this in proposal?
- Answer 11. The City of Stockbridge is purchasing all office furniture.
- Question 12. Clarify that the epoxy flooring color F-1 is a different color than the associated epoxy base B-1.
- Answer 12. The epoxy base B-1 will be the same color and finish as the epoxy flooring F-1.
- Question 13. Should we consider grit or smooth epoxy flooring? (A1.6 and A.02 seem to differ)
- Answer 13. The epoxy floor should be smooth in office and circulation areas, and include grit for all wet areas.

- Question 14. When were these buildings constructed? Has there been any environmental? Testing done (asbestos or mold)?
- Answer 14. The main laboratory was built in 1992, with the office addition completed in 2005. No testing has been performed.
- Question 15. Is the city pulling their own Data and Low volt wiring or is this part of the contractor's scope?
- Answer 15. Include the data & low voltage wiring in your scope.
- Question 16. When can we perform a site visit?
- Answer 16. Please see above, Non-mandatory Site Visit date, time and location.
- Question 17. Will the site need to remain operable during construction? Will any phasing be necessary?
- Answer 17. Yes, the main control panel in the laboratory will need to be access by Personnel periodically during the day and possibly at night.
- Question 18. Will any phasing be necessary?
- Answer 18. Yes, the maintenance room will be used by the City as a temporary command room. The laboratory and the maintenance room will need to be completed in two different phases. Please include the phasing in the scope of work and coordinate with the water control personal, what the preferred ordered of phasing should be.
- Question 19. Can you provide the GC bidder list for this project?
- Answer 19. No list of bidders was compiled.
- Question 20. Need to submit an RFI. Hamilton Labs is the basis of design on the lab casework. The drawings call for a metal cabinet and wood doors and drawers. Hamilton is no longer making cabinets with wood doors and drawers. Hamilton also does not offer push to open concealed hardware. Would like to know if we can quote Hamilton metal cabinet with metal door and drawers and traditional hardware.
- Answer 20. Yes, Hamilton metal cabinets with metal doors & drawers with standard hardware is acceptable.



Where Community Connects

City of Stockbridge Purchasing Division

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

Question 21. Is any laboratory equipment in the contractor's scope?

Answer 21. Yes, please include the following in the proposal:

- HACH HQ430D Water Quality Laboratory Biochemical Oxygen Demand (BOD) Meter Package with Optical LBOD101 Sensor, Product Number 25638018 – 2 each
- HACH Incubator, Water Bath, 110, Product Number 2616300 – 1 each
- HACH Digital Reactor Block, DRB200, 15x16mm Wells, 115VAC, LTV082.53.4000, Part Number 200753 – 1 each
- SP Bel-Art Secador Vertical Profile Clear 4.0 Auto-Desiccator Cabinet, 120V, 1.9 CU. FT., Part Number F42074-1115 – 1 each
- Quincy Lab Gravity Convection Oven, 2.00 ft, Part Number 68772 – 1 each

Question 22. A substitution request for the metal lockers has been submitted, are composite lockers an acceptable alternative?

Answer 22. No, please provide a metal locker meeting the basis of design criteria.

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. All other terms, conditions, and specifications of the solicitation remain unchanged.

Diversified Construction of Georgia, Inc.

Name of Company / Firm / Organization

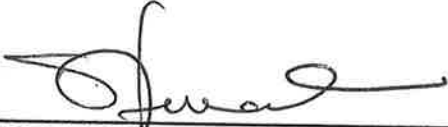
David Lubin, President

Printed Name of Authorized Rep. / Title

 6/30/22
Signature of Authorized Representative / Date

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sarah O'Neal, certify that I am the Secretary of the Corporation named as principal in the within bond; that David Lubin, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for on behalf of said Corporation by authority of its governing body.



SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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
- ☐ SEWER DEPT 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: Water, Sewer, Stormwater, Government Buildings, Parks, and General Maintenance.

ITEM/PROJECT/EVENT:

REQUEST FOR PROPOSAL (RFP) NUMBER 2022-0006 ON - CALL GENERAL ENGINEERING SERVICES

BACKGROUND INFORMATION:

The Procurement Division is requesting Council approval for the award of Request For Proposal (RFP) Number 2022-0006, On-Call General Engineering Services, to Falcon Design Consultants, LLC and Carter & Sloope Consulting Engineers to provide On-Call General Municipal Engineering Services, on a per task order basis, related to but not limited to: general consulting; civil engineering; surveying; management of Capital Improvement Projects (CIPs); project design (water, sewer, stormwater, and roadway infrastructure); construction support and other civil engineering and/or community development projects deemed necessary by the City.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT Per Task Order

ATTACHMENTS: ☒

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval for the award of Request For Proposal (RFP) Number 2022-0006, On-Call General Engineering Services, to Falcon Design Consultants, LLC and Carter & Sloope Consulting Engineers to provide On-Call General Municipal Engineering Services, on a per task order basis, related to but not limited to: general consulting; civil engineering; surveying; management of Capital Improvement Projects (CIPs); project design (water, sewer, stormwater, and roadway infrastructure); construction support and other civil engineering and/or community development projects deemed necessary by the City.

Request For Proposal (RFP) Number 2022-0006, On-Call General Engineering Services, was solicited in accordance with the City Ordinance.: The Public Works Department is seeking comprehensive engineering services to perform planning, design, construction services, and related tasks for new designs and renovation of existing facilities. Typical project assignments may include engineering services related to the design and construction of new facilities, modifications to existing facilities or general planning efforts including, but not limited to:

- Design
- Site design
- Design and construction documents
- Commissioning in accordance with current standards
- Construction phase services
- Engineers may be required to perform various tasks
- Interested teams are required to have the ability to provide services in certain disciplines
- Additional services may be required to a part of Engineers' core team

On March 30, 2022, RFP No. 2022-0006, for the City of Stockbridge On Call General Engineering Services was solicited.

On July 7, 2022, the solicitation opened; Four (4) firms submitted proposals in response to the RFP, Keck & Wood, Inc., Falcon Design Consultants, LLC, Prime Engineering Incorporated, and Carter & Sloope Consulting Engineers.

On August 17, 2022, an Evaluation Committee Meeting was held. After evaluation and scoring, the Evaluation Committee named Falcon Design, as the first ranked firm and Carter & Sloope Consulting Engineers as the second ranked firm. (Exhibit 1).

On August 30, 2022, City Staff met with Falcon Design and second Carter & Sloope Consulting Engineers for negotiations of cost and terms for the On Call General Engineering Services contract.

The Public Works Department requesting Council approval for the award of Request For Proposal (RFP) Number 2022-0006, On Call General Engineering Services, for the City of Stockbridge to Falcon Design Consultants, LLC. and Carter & Sloope Consulting Engineers.

The City of Stockbridge Ordinance Section 3.30.110 - Competitive sealed proposals, (H). Award of Proposal. (2). Approval of Proposal. The City of Stockbridge City Council shall approve all awards where cost or revenue is greater than fifty thousand dollars (\$50,000.00).

Fiscal Impact: Funds will be provided from accounts 505-44200-521230, 505-43300-521230, 510-42500-521230, 100-42200-521230, 100-15650-521230, and 100-62200-521230.



Procurement Division

Summary Score Sheet Evaluation Committee Meeting
RPF No. 2022-0006 City Of Stockbridge On-Call Engineering Services
August 17, 2022

Proposer – Organization Name	Renee Wheeler	Kira Harris-Braggs	Brad Holsinger	Total Points	Ranking
Carter & Sloope Consulting Engineers	65	100	100	265	2
Falcon Design, Inc	70	100	100	270	1
Keck & Wood, Inc	70	100	60	230	4
Prime Engineering, Inc	80	100	60	240	3

Procurement Division

4640 North Henry Boulevard, Stockbridge, Georgia 30218 | (770) 389-7900 | www.cityofstockbridge.com

RFP No:	2022-0006		Date Advertised:		03/30/2022
Title:	City of Stockbridge -On Call General Engineering Services		Date Opened:		05/26/2022
Agency:	Public Works Department		Number of Responses Received:		4
Project Manager:	Decius Aaron				
RESPONDERS		ADDRESS	CITY	STATE	ZIP CODE
Keck & Wood, Inc.		445 Jeff Davis Drive, N., Suite B	Fayetteville	Georgia	30214
Falcon Design		40 Greenway Court, Suite A	Newnan	Georgia	30265
Prime Engineering Incorporated		3715 Northside Parkway, NW Building 300, Suite 200	Atlanta	Georgia	30327
Carter & Sloope Consulting Engineers		1031 Stonebridge Parkway	Watkinsville	Georgia	30677
COMMENTS:			Date Created:		7/15/2022
			Date Updated:		



City of Stockbridge Procurement Division

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

Responder: Please complete the attached 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. 2022-0006 City of Stockbridge On-Call General Municipal Engineering Services" 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: Carter & Sloope, Inc.

Address: 1031 Stonebridge Parkway Watkinsville, GA 30677

Contact Person Submitting Proposal: Martin C. Boyd, P.E.

Title of Contact Person: President

Telephone Number: (706) 769-4119

Fax Number: (706) 769-4546

E-mail Address: mboyd@cartersloope.com

Signature of Contact Person

PRESIDENT

Title of Contact Person

REVISED
COST PROPOSAL AND EVALUATION CRITERIA

CLASSIFICATION	2022 Hourly Billing Rate	2023 Hourly Billing Rate	2024 Hourly Billing Rate	2025 Hourly Billing Rate
Principal Engineer	\$ 230 /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Senior Manager	\$ 165 /Per hour	\$ 170 /Per hour	\$ 175 /Per hour	\$ 180 /Per hour
Project Manager	\$ 130 /Per hour	\$ 135 /Per hour	\$ 140 /Per hour	\$ 145 /Per hour
Senior Designer	\$ 180 /Per hour	\$ 185 /Per hour	\$ 190 /Per hour	\$ 195 /Per hour
Project Engineer	\$ 105 /Per hour	\$ 110 /Per hour	\$ 115 /Per hour	\$ 120 /Per hour
Appraiser	\$ 125 /Per hour	\$ 130 /Per hour	\$ 135 /Per hour	\$ 140 /Per hour
CAD Technician	\$ 80 /Per hour	\$ 85 /Per hour	\$ 90 /Per hour	\$ 95 /Per hour
Mapping Technician	\$ 80 /Per hour	\$ 85 /Per hour	\$ 90 /Per hour	\$ 95 /Per hour
Licensed Surveyor	\$ 105 /Per hour	\$ 110 /Per hour	\$ 115 /Per hour	\$ 120 /Per hour
2- Person Survey Team	\$ 165 /Per hour	\$ 170 /Per hour	\$ 175 /Per hour	\$ 180 /Per hour
3- Person Survey Team	\$ 200 /Per hour	\$ 205 /Per hour	\$ 210 /Per hour	\$ 215 /Per hour
Senior Inspector	\$ 135 /Per hour	\$ 140 /Per hour	\$ 145 /Per hour	\$ 150 /Per hour
Inspector	\$ 95 /Per hour	\$ 100 /Per hour	\$ 105 /Per hour	\$ 110 /Per hour
Cost Estimator	\$ 125 /Per hour	\$ 130 /Per hour	\$ 135 /Per hour	\$ 140 /Per hour
CAD Drafter	\$ 60 /Per hour	\$ 65 /Per hour	\$ 70 /Per hour	\$ 75 /Per hour
Information System Professional	\$ 150 /Per hour	\$ 155 /Per hour	\$ 160 /Per hour	\$ 165 /Per hour
Clerical	\$ 60 /Per hour	\$ 65 /Per hour	\$ 70 /Per hour	\$ 75 /Per hour

The cost proposal shall be based on the labor categories and qualifications. The Consultant shall identify hourly rates by labor category. Rates shall be fully burdened billing rates to include all overhead and profit, at the prime and sub-consultant levels. Hourly rates shall be provided for each of the four (4) years (one year contract with the option to renew for four (4) additional one year period Agreement. Labor rates to be included in the Services Agreement will be negotiated with the selected Consultant based on its Proposal and the City's analysis of the labor rate proposals submitted by all Consultants.

Carter & Sloope, Inc.
2022 BILLING RATE TABLE

Staff Level	Activity	Description	Rate
30	03	Principal III	230.00
30	02	Principal II	205.00
30	01	Principal I	200.00
30	00	Principal	190.00
31	05	Senior Professional Engineer V	230.00
31	04	Senior Professional Engineer IV	215.00
31	03	Senior Professional Engineer III	195.00
31	02	Senior Professional Engineer II	180.00
31	01	Senior Professional Engineer I	165.00
32	06	Project Engineer VI	155.00
32	05	Project Engineer V	145.00
32	04	Project Engineer IV	135.00
32	03	Project Engineer III	125.00
32	02	Project Engineer II	115.00
32	01	Project Engineer I	105.00
32	00	Staff Engineer	95.00
33	09	Project Manager IX	210.00
33	08	Project Manager VIII	200.00
33	07	Project Manager VII	190.00
33	06	Project Manager VI	180.00
33	05	Project Manager V	170.00
33	04	Project Manager IV	160.00
33	03	Project Manager III	150.00
33	02	Project Manager II	140.00
33	01	Project Manager I	130.00
34	05	Design Technician V	120.00
34	04	Design Technician IV	110.00
34	03	Design Technician III	100.00
34	02	Design Technician II	90.00
34	01	Design Technician I	80.00
35	00	CADD Drafter	60.00
36	07	Construction Observer VII	145.00
36	06	Construction Observer VI	135.00
36	05	Construction Observer V	125.00
36	04	Construction Observer IV	115.00
36	03	Construction Observer III	105.00
36	02	Construction Observer II	95.00
36	01	Construction Observer I	75.00
37	05	Administrative Support Staff V	100.00
37	04	Administrative Support Staff IV	90.00

REVISED
COST PROPOSAL AND EVALUATION CRITERIA

CLASSIFICATION	2022 Hourly Billing Rate	2023 Hourly Billing Rate	2024 Hourly Billing Rate	2025 Hourly Billing Rate
Principal Engineer	\$ 175 /Per hour	\$ 175 /Per hour	\$ 185 /Per hour	\$ 185 /Per hour
Senior Manager	\$ 150 /Per hour	\$ 150 /Per hour	\$ 155 /Per hour	\$ 155 /Per hour
Project Manager	\$ 135 /Per hour	\$ 135 /Per hour	\$ 140 /Per hour	\$ 140 /Per hour
Senior Designer	\$ 120 /Per hour	\$ 120 /Per hour	\$ 125 /Per hour	\$ 125 /Per hour
Project Engineer	\$ 140 /Per hour	\$ 140 /Per hour	\$ 145 /Per hour	\$ 145 /Per hour
Appraiser	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour
CAD Technician	\$ 105 /Per hour	\$ 105 /Per hour	\$ 110 /Per hour	\$ 110 /Per hour
Mapping Technician	\$ 115 /Per hour	\$ 115 /Per hour	\$ 120 /Per hour	\$ 120 /Per hour
Licensed Surveyor	\$ 120 /Per hour	\$ 120 /Per hour	\$ 125 /Per hour	\$ 125 /Per hour
2- Person Survey Team	\$ 150 /Per hour	\$ 150 /Per hour	\$ 155 /Per hour	\$ 155 /Per hour
3- Person Survey Team	\$ 185 /Per hour	\$ 185 /Per hour	\$ 195 /Per hour	\$ 195 /Per hour
Senior Inspector	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour
Inspector	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour
Cost Estimator	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour
CAD Drafter	\$ 90 /Per hour	\$ 90 /Per hour	\$ 95 /Per hour	\$ 95 /Per hour
Information System Professional	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour	\$ N/A /Per hour
Clerical	\$ 60 /Per hour	\$ 60 /Per hour	\$ 65 /Per hour	\$ 65 /Per hour

The cost proposal shall be based on the labor categories and qualifications. The Consultant shall identify hourly rates by labor category. Rates shall be fully burdened billing rates to include all overhead and profit, at the prime and sub-consultant levels. Hourly rates shall be provided for each of the four (4) years (one year contract with the option to renew for four (4) additional one year period Agreement. Labor rates to be included in the Services Agreement will be negotiated with the selected Consultant based on its Proposal and the City's analysis of the labor rate proposals submitted by all Consultants.

STATEMENT OF QUALIFICATIONS & PROPOSAL
FOR
ON-CALL GENERAL ENGINEERING SERVICES
RFP #2022-0006



CITY OF STOCKBRIDGE



Carter & Sloope
CONSULTING ENGINEERS

ATHENS ♦ CANTON ♦ MACON ♦ MOULTRIE

July 7, 2022

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Section 7: Location

Section 8: Recent, Current, and Projected Workload

Section 9: Proposer Financial Information

Section 10: Litigation

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Section 12: References

Section 13: Required Documents and Forms



July 7, 2022

City of Stockbridge, Procurement Division
Attn: Lindell Miller, Purchasing Manager
4640 N. Henry Blvd
Stockbridge, GA 30281

SUBJECT: City of Stockbridge, Georgia
2022 Qualifications for On-Call General Engineering Services
RFP #2022-0006

Dear City of Stockbridge:

Carter & Sloope, Inc. greatly appreciates the opportunity to present this Statement of Qualifications (SOQ). We are sincerely interested in providing on-call engineering services for the projects outlined in the City's Request for Proposals (RFP) dated March 30, 2022. After having reviewed the RFP, Addendum 1, Addendum 2, and the requested scope of work, we are confident in our ability to meet the requirements of the City and are committed to entering into a contract to perform work assigned as a result of this RFP. Carter & Sloope has provided civil and environmental engineering design services since 1990 to cities and counties throughout Georgia. Utilizing our expertise and extensive experience with on-call general municipal engineering services, we have developed a project team approach to address your needs for the service categories listed and below:

1. Environmental Engineering
2. Civil Engineering, Transportation Engineering, and Site Design
3. Master Planning and Feasibility Studies
4. Permitting and Reporting
5. Landscape Architecture
6. Construction Observation and Administration
7. Funding Assistance and Cost Estimating
8. O&M and Commissioning
9. Surveying

Our relevant project experience is extensive and many of our key engineering staff that executed the projects listed in this submittal will lead efforts on any project the City of Stockbridge may need. If selected, the principal in-charge for these assignments will be Martin C. Boyd, P.E. Mr. Boyd serves as the president of Carter & Sloope and the branch manger of our Watkinsville office, which is approximately 55 miles from Henry County. Mr. Chad Peden, P.E., will serve as the Project Manager responsible for managing and overseeing all projects. He is also based out of the Watkinsville office, but he lives approximately 20 minutes

from the City of Stockbridge. A complete list of all project team members and key personnel is included in Section 3.

Our approach to providing on-call engineering services to the City is a proven strategy that has worked successfully for the past 10 years for both Stockbridge and Carter & Sloope. Typically, City staff identifies a problem or a project and works with Carter & Sloope to develop a scope of work and estimate of project costs, including fees from Carter & Sloope for professional services. Carter & Sloope provides a written scope of work and associated fee, which is reviewed and approved by the City prior to beginning any work. This approach has proven successful for all parties as we are able to tailor both the scope of work and fee to fit the City's budget.

It is our team's goal to provide quality, professional services in the completion of all proposed projects. We feel confident in our ability to reach this goal and look forward to working with the City of Stockbridge. Please feel free to contact us if you have any questions concerning this submittal or its contents. Additional information can be provided upon request. Mr. Boyd may be reached by phone or email using the contact information provided below.

Sincerely,



Martin C. Boyd, P.E.

President

mboyd@cartersloope.com

(706) 769-4119

Section 2 – Executive Summary

Carter & Sloope, Inc. has provided beneficial civil and environmental engineering and planning solutions to more than 100 municipalities, counties, authorities, industries and private companies in Georgia. Our firm has earned repeat business and has worked with many of our core clients for over two decades.

These solid relationships with our clients are a result of striving to fully understand our client's needs, providing innovative and economical solutions, assisting them with a variety of funding alternatives, and delivering quality service ahead of schedule and budget.

The principals and staff at Carter & Sloope, Inc. are committed to working with our clients to reach engineered solutions to complex engineering problems.

Understanding Scope of Work

The City of Stockbridge is seeking a qualified firm(s) to provide on-call general municipal engineering services related to but not limited to: general consulting; civil engineering; surveying; management of Capital Improvement Projects (CIPs); project design (water, sewer, stormwater, and roadway infrastructure); construction support and other civil engineering and/or community development projects deemed necessary by the City.

The City of Stockbridge will assign tasks to the selected Consultants on an on-call or as-needed basis, and the Consultant will be expected to adequately staff the project and provide high-quality deliverables at the deadlines established for each project. **Our project approach for providing on-call engineering services to the City of Stockbridge is detailed in Section 5 – Project Approach.**

Contact Persons: Martin C. Boyd, P.E., President & Senior Design Engineer, (706) 769-4119
J. Chad Peden, P.E., Project Engineer IV & Project Manager, (706) 769-4119

Firm Background

Carter & Sloope, Inc. (C&S) was founded in Macon, Georgia in 1990 and has been in business for over 32 years offering a full range of civil and environmental engineering and planning services with concentrations in water and wastewater systems and civil site design. The firm continues to diversify and also offers expertise in master planning, loan/grant funding assistance, landscape architecture, construction contract administration and permitting assistance.

Since its inception and throughout its growth, C&S has maintained a clear vision of its mission of providing superior, innovative and personal consulting engineering services. The principals and staff at C&S are committed to working with our clients to reach engineered solutions to complex engineering problems. Our emphasis is on developing strong, long-term relationships with our clients. In order to do that, we recognize that we must continually provide great service, dependable and economical design solutions, and be responsive to the needs of our clients. It is this philosophy which has been the basis of our success and how we continue to earn repeat business from our core clients.

C&S currently maintains a staff of over 60 employees comprised of professional engineers, project engineers, funding specialists, landscape architects, technicians, construction observers



and clerical employees. Our staff is experienced in and dedicated to providing complete planning, engineering design and construction contract administration services to public and private clients. Listed below is a breakdown of staff positions:

Professional Engineers – 17

Project Engineers and Managers – 16

Technicians / CADD Operators – 9

Administrative / Clerical – 10

Funding Specialist - 3

Landscape Architects – 2

Construction Observers – 7



Principals

C&S is managed by five principals, which are registered professional engineers in Georgia and provide professional engineering services to clients throughout Georgia on a daily basis.

Tom H. Sloope, P.E. serves as Vice-President and is a founding partner of C&S. He works from the corporate office in Macon with cities, counties and utility authorities throughout Georgia on a variety of water, sewer, street and storm drainage improvements. Mr. Sloope is a 1982 graduate of Southern Polytechnic State University.

Mark C. Gatlin, P.E. is a former Partner and Vice-President of C&S, but now serves on our Board of Directors and as a Senior Design Engineer. Along with Mr. Sloope, Mr. Gatlin works from the corporate office in Macon. His primary areas of concentration and expertise include water and wastewater treatment. He is a 1980 graduate of Auburn University and received a Master's degree from Auburn in 1982.

Matthew D. Smith, P.E. also serves as a Vice-President for C&S and manages the Canton branch office. His expertise is with projects involving general civil and environmental issues. Mr. Smith is a 1998 graduate of the University of Georgia.

William C. Sipe P.E. also serves as a Vice-President at C&S. Mr. Sipe co-manages the Canton branch office of C&S along with Mr. Smith. His expertise is with projects involving groundwater wells and water distribution systems. Mr. Sipe is a 2001 graduate of the University of Georgia.

Martin C. Boyd, P.E. serves as President for C&S and also manages the Watkinsville office. His areas of service are focused on water treatment and distribution, and sewerage collection and wastewater treatment. Mr. Boyd is a 1994 graduate of Georgia Institute of Technology and received a Master's degree from Georgia Tech in 1997.

Mr. Sloope and Mr. Gatlin have known each other since 1982 when they worked together at another engineering firm. Together with a third partner, Don Carter, they opened the doors of C&S in April 1990. Mr. Smith and Mr. Sipe joined C&S upon graduation from college in 1998 and 2001 respectively and Mr. Boyd joined the firm in 2003 after several years working for other Georgia-based engineering firms. Mr. Smith and Mr. Boyd joined Mr. Sloope and Mr. Gatlin as principals of C&S in January of 2018 and Mr. Sipe joined as a principal in January 2019. These four principals bring over 100 years of combined engineering experience to form a strong, diverse team committed to working with their clients to reach engineered solutions to complex engineering problems.

C&S Principals

Martin C. Boyd, P.E. – President

Tom H. Sloope, P.E. – Vice-President

Matthew D. Smith, P.E. – Vice-President

William C. Sipe, P.E. – Vice-President



Licensed Professionals & Engineering Resources

C&S has licensed professional engineers and, if the project requires, landscape architects who may assist in providing professional services for the City of Stockbridge. Below is a listing of all licensed professionals employed by our firm and their respective license numbers in Georgia:

Civil Engineers

Tom H. Sloope, P.E. – 18809
Mark C. Gatlin, P.E. – 15682
Martin C. Boyd, P.E. – 25423
Matt D. Smith, P.E. – 28763
William C. Sipe, P.E. – 31298
Alex S. Wiseman, P.E. – 31780
Chase M. West, P.E. – 38078
J. Chad Peden, P.E. – 42771
Kurt T. McCord, P.E. – 35089
Thomas Roos, P.E. – 14713

Jared J. Wozny, P.E. – 42829
Charles F. Tucker, P.E. – 38574
Spencer Senerman, P.E. – 42054
R. Tom Clark, P.E. – 23872
Jennifer Rich, P.E. – 45427
Kenny Miller, P.E. – 048212
Brian Caffrey, P.E. – 048265

Landscape Architect

John L. Stover, L.A. – 1267
Stephen Rakestraw – 1205

In addition to our licensed professionals, C&S Staff is comprised of surveyors, project managers, engineers, design technicians, CADD drafters, licensed water and wastewater operators, construction observers, funding specialists, and administrative assistants. Please see our corporate organization chart at the end of this section for more information on our staff and engineering resources.

C&S holds a Certificate of Authorization to provide engineering services in the States of Alabama, Florida, Georgia, Mississippi, North Carolina, and South Carolina, while engineers in the firm are registered to practice in Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee and Texas.

Based on the firm's extensive knowledge and experience from successfully completing the types of projects listed herein, we are able to better recognize and provide innovative and economical solutions while delivering superior service to each and every client. C&S signifies excellence in capabilities, services, and results by improving the quality of life in the communities in which we work.

Corporate Organization Chart

A Corporate Organization Chart can be found on the next page. This chart indicates the overall organizational structure of our firm and employee location assignments. Carter & Sloope operates as a single entity and is not under the control of any other corporation or organization. The legal status of Carter & Sloope is classified as a Domestic Profit "S" Corporation.



Corporate Organization Chart



CARTER & SLOOPE, INC. BOARD OF DIRECTORS

Martin C. Boyd, P.E. – President/Principal III
 Tom H. Sloope, P.E. – Vice-President/ Principal III
 Matthew D. Smith, P.E. – Vice-President/ Principal III
 W. Chad Sipe, P.E. – Vice-President/ Principal III
 Mark C. Gatlin, P.E. – Board Member

CARTER & SLOOPE, INC. (MACON) - CORPORATE

Susan Meyers – Administrative Support Staff V
 Connie Persall –Administrative Support Staff IV
 Gabriel Morris – Funding Specialist IV
 Thomas Roos. P.E. – Project Engineer V / Construction Observer V
 April TeSelle – Administrative Support Staff I

CARTER & SLOOPE, INC. (MACON)

Tom H. Sloope, P.E. – Principal III
 John L. Stover, Jr., R.L.A. – Project Manager IX
 Jared J. Wozny, P.E. – Project Engineer IV
 Cameron R. Brown, PLS – Project Engineer III
 N. Gray Widstrom E.I.T. – Project Engineer II
 William Jackson E.I.T – Project Engineer I
 Bill Myers – Construction Observer IV
 Jamie Reddick – Design Technician II
 Jennifer L. Horne – Design Technician II
 Shannon McGehee – Admin Support Staff II

CARTER & SLOOPE, INC. (ATHENS)

Martin C. Boyd, P.E. – Principal III
 Alex S. Wiseman, P.E. – Senior Professional Engineer III
 Chase M. West, P.E. – Senior Professional Engineer II
 Kenny Miller, P.E. – Project Engineer IV
 Brian Caffrey, P.E. – Project Engineer III
 Gregory E. Duff, P.M.P. – Project Manager V
 J. Chad Peden P.E. – Project Engineer VI
 Jeremy Pirkle – Project Manager IV
 Dr. Lindsey Bryant, E.I.T. – Project Engineer III
 Isaac St.Clair, E.I.T – Project Engineer I
 Brianne Wiseman – Design Technician V
 Christian Greene – Design Technician II
 Salomon Raas – Design Technician I
 David Thieme – Construction Observer V
 Pete Taylor – Construction Observer IV
 Eric Van Deventer – Design Technician II
 John Bailey – Construction Observer I
 Amy Chinouth – Administrative Support Staff IV
 Morgan Arnold – Funding Specialist I

CARTER & SLOOPE, INC. (CANTON)

Matthew D. Smith, P.E. – Principal III
 W. Chad Sipe, P.E. – Principal III
 Kurt T. McCord, P.E. – Senior Professional Engineer I
 Spencer L. Senerman, P.E. – Project Engineer VI
 Jennifer Rich, P.E. – Project Engineer III
 Mark Hain, E.I.T. – Project Engineer III
 Skylar Waddell, E.I.T. – Project Engineer I
 Jim Lewis – Construction Observer IV
 Shane Lawson – Construction Observer III
 D. Keith Green – Design Technician V
 David Pittard – Design Technician III
 Chrissy Garrison – Administrative Support Staff III
 Brittany Tataryn – Administrative Support Staff I

CARTER & SLOOPE, INC. (MOULTRIE)

Charles F. Tucker, P.E. – Senior Professional Engineer I
 G. Arin Howell E.I.T. – Project Engineer I
 Stephen Rakestraw – Project Manager VI
 R. Glen Langston – Design Technician V
 Jonah Rowan – Design Technician I
 Mike Alderman – Construction Observer VII
 Scott Alderman – Construction Observer V
 Caitlin Wilkerson – Administrative Support Staff I
 Regan Young – Funding Specialist I



Geographic Proximity

Carter & Sloope, Inc. operates four offices in Georgia. Our corporate office is located in Macon and our other offices are located in Watkinsville, Canton and Moultrie. **All work for the City of Stockbridge will be based out of our Athens area office located in Watkinsville.** Since we have ongoing projects in the area and our project manager, Mr. Chad Peden, P.E., lives approximately 20 minutes from Stockbridge, our response time for meetings and site visits would be relatively short. For a detailed listing of each office and the name and contact information of the managing engineer, please see **Section 7 – Location.**

Technical Resources

C&S is fully equipped with state-of-the art computerized drafting, design and surveying equipment. All drawings, maps and plans are prepared using AutoCAD® Civil 3D 2020. Full- size color plots are produced in-house on an HP color plotter and reduced prints are produced on a Canon color laser printer. Reproduction jobs are done in-house using our large format HP scanner/printer. Some larger reproduction jobs may be outsourced to local reproduction facilities. Our data is shared across all offices through a virtual private network secured with unified threat management firewalls at each office location. Data from each remote office is synced daily across multiple servers for fail-over operation and efficient data recovery. Our CADD operators are fully trained in the latest versions of AutoCAD® Civil 3D. The firm also utilizes ArcGIS 10.7 for GIS applications and mapping plus InfoWater, InfoSewer and InfoSwmm by Innovyze for water and sewer and stormwater system hydraulic modeling. C&S also maintains ten (10) pressure data loggers and three (3) fire hydrant testing equipment (pilot tubes with diffusers) that are available to conduct pressure studies and hydraulic transient studies.



With multiple licensed Unmanned Aircraft Systems (UAS) pilots, C&S can offer a full-range of surveying and mapping services. Equipped with the latest Carlson software and the use of Leica and GeoMax total station and GPS equipment, C&S surveyors have the tools they need to get the job done. Also, with the addition of a Phantom 4Pro UAV (Unmanned Aerial Vehicle) and Metashape data processing software, C&S can perform aerial mapping and photo observations for any number of projects.

Section 3 – Project Team Qualifications

Carter & Sloope's team of highly qualified individuals have a wide range of skills and experiences to provide the required expertise for all of the City of Stockbridge's engineering needs. Projects will be assigned based on scope and type to suit team members strengths with each project under the oversight of a Senior Level Engineer, ensuring projects are completed in accordance with our internal Quality Assurance/Quality Control program. Not only is the right technical expertise present, but a solid foundation of leadership and management skills exist in this Project Team as well. This effective combination will produce the quality results the City of Stockbridge is seeking and deserves.

Included in this section is our Project Organization Chart, which is unique, like us. We do not use a traditional linear organization chart, but instead use a circular one because it is a better visual representation of the various team leaders the City of Stockbridge will see during different types and phases of projects. The following key individuals presented in the Project Organization Chart were selected and organized on our project team based on their depth of experience with on-call engineering services in the following areas: environmental engineering, transportation and civil/site engineering, master planning and feasibility studies, permitting and reporting, funding assistance, construction phase services, landscape architecture, and O&M and commissioning.

At the center of our project organization chart is the City of Stockbridge with the Principal In-Charge as Mr. Marty Boyd, P.E., surrounding the City. Mr. Boyd serves as the president of Carter & Sloope, Inc. and will oversee and be responsible for the overall quality assurance/quality control throughout the various phases of each assigned project. Surrounding both the City of Stockbridge and Mr. Boyd is our Project Manager, Mr. Chad Peden, P.E. Mr. Peden will oversee and manage all projects assigned to our firm. Team leaders have been assigned to each project category based on their extensive experience and qualifications. Team leaders will oversee each team member listed under the respective categories to ensure both timeliness and effectiveness of project completion. Our team leaders and team members are currently active in a number of different projects for other municipalities but are available to begin work immediately on any project assignment from the City of Stockbridge.

In addition to our Project Organization Chart, this section includes the resumes of the principal in-charge, project manager and each team leader. Resumes for all other team members can be made available upon request.



Project Organization Chart



Team Directory:

Name	Office Location & Contact Information	Certification & License Number
Mr. Marty Boyd, P.E. President & Principal In-Charge	Carter & Sloope, Inc. 1031 Stonebridge Parkway Watkinsville, GA 30677 (706) 769-4119 mboyd@cartersloope.com	Professional Engineer GA PE #25423
Mr. Chad Peden, P.E. Project Manager Team Leader – <i>Transportation & Civil/Site Engineering Team</i>	Carter & Sloope, Inc. 1031 Stonebridge Parkway Watkinsville, GA 30677 (706) 769-4119 cpeden@cartersloope.com	Professional Engineer GA PE #42771
Mr. Chase West, P.E. Team Leader – <i>Master Planning & Feasibility Studies Team</i>	Carter & Sloope, Inc. 1031 Stonebridge Parkway Watkinsville, GA 30677 (706) 769-4119 cwest@cartersloope.com	Professional Engineer GA PE #38078
Dr. Lindsey Bryant, E.I.T, PhD Team Leader – <i>Permitting & Reports Team</i>	Carter & Sloope, Inc. 1031 Stonebridge Parkway Watkinsville, GA 30677 (706) 769-4119 lbryant@cartersloope.com	Engineer in Training GA EIT #27890
Mr. Tom Roos, P.E. Team Leader – <i>Funding Team</i>	Carter & Sloope, Inc. 6310 Peake Road Macon, GA 31210 (478) 477-3923 troos@cartersloope.com	Professional Engineer GA PE #14713
Mr. Kenny Miller, P.E. Team Leader – <i>Construction Phase Services Team</i>	Carter & Sloope, Inc. 1031 Stonebridge Parkway Watkinsville, GA 30677 (706) 769-4119 kmiller@cartersloope.com	Professional Engineer GA PE #048212
Mr. John Stover, L.A. Team Leader – <i>Landscape Architecture Team</i>	Carter & Sloope, Inc. 6310 Peake Road Macon, GA 31210 (478) 477-3923 jstover@cartersloope.com	Landscape Architect GA LA #1267
Mr. Jeremy Pirkle Team Leader – <i>O&M and Commissioning Team</i>	Carter & Sloope, Inc. 1031 Stonebridge Parkway Watkinsville, GA 30677 (706) 769-4119 jpirkle@cartersloope.com	Class 1 Water Treatment Plant Operator – GA #W1-014530 Class 3 Wastewater Treatment Plant Operator – GA #W3-016041



LIST OF PROJECT TEAM SERVICES

Below is a list of services that fall under each category listed on the Project Organization Chart:

➤ **Environmental Engineering**

Water Treatment

- Surface Water Treatment Plants
- Groundwater Treatment Plants
- Process Design
- Hydraulic Evaluations
- Operating/Assistance/Troubleshooting

Wastewater Treatment

- Process Design
- Advanced Reuse Treatment
- Constructed Wetlands
- Land Application Systems
- Biosolids Management
- O&M Manuals
- Operating Assistance/Troubleshooting
- Onsite Treatment Systems

➤ **Civil Engineering/Site Design & Transportation Engineering**

- Water Distribution & Sewer Collection
- Storm Drainage Management
- Utility Mapping & Utility Relocation
- Site Layout and Development
- Soil Erosion and Sediment Control
- Roadway Design, Streetscape and Pedestrian Facilities
- Railroad Systems
- Hydraulic Modeling Analysis of Water & Sewerage Systems
- Hydrology Studies
- Raw Water Reservoirs
- Traffic Studies

➤ **Planning**

- Land Use Plans
- Recreation Plans
- Utilities Planning
- Rate Studies
- Feasibility Studies
- Wellhead Protection
- Master Planning
- Watershed Assessments
- Infrastructure Condition Assessments
- Minimum Development Standards
- Geographic Information Systems (GIS)

➤ **Permitting & Reports**

- Departments of Transportation
- Georgia Environmental Protection Division

- Army Corps of Engineers
- National Environmental Policy Act
- State Environmental Review Process

➤ **Construction Services**

- Construction Contract Administration
- Onsite Construction Observation

➤ **Landscape Architecture**

➤ **Funding Assistance**

- Cost Estimating
- USDA – Rural Development (RD)*
- USCD – Economic Development Admin. (EDA)*
- Ga. Department of Community Affairs*
 - ❖ Community Development Block Grant (CDBG)
 - ❖ Employment Incentive Program (EIP)
 - ❖ Redevelopment Fund
- Ga. Department of Transportation*
 - ❖ Traffic Enhancement Activity (TEA)
 - ❖ State Aid High Priority Project (HPP)
- Georgia Environmental Facilities Authority (GEFA)*
 - ❖ Clean Water State Revolving Fund (CWSRF)
 - ❖ Drinking Water State Revolving Fund (DWSRF)
 - ❖ Georgia Fund
- OneGeorgia*
- US Environmental Protection Agency (EPA)*
 - ❖ Special Appropriations Projects (SPAP)
- Special Purpose Local Option Sales Tax (SPLOST)*
- Water/Sewer Revenue Bonds*
- Appalachian Regional Commission*

➤ **O&M and Commissioning**

➤ **Surveying**

- Topographic Surveying
- Linear Surveying
- GIS Surveying and Mapping



PROJECT TEAM RESUMES

Enclosed in this section are resumes for the proposed Principal In-Charge, Project Manager and Project Team Leaders. These resumes indicate past engineering experience and educational background.





Carter & Sloope

CONSULTING ENGINEERS

Education

Georgia Institute of Technology
Atlanta, Georgia
Masters of Science of
Civil Engineering, 1997

Georgia Institute of Technology
Atlanta, Georgia
Bachelor of
Civil Engineering, 1994

Experience

Carter & Sloope, Inc.
May 2003 - Present

G. Ben Turnipseed Engineers, Inc.
May 1998 - May 2003
March 1990 - Sept. 1994
(co-op student)

Welker & Assoc., Inc.
July 1995 - May 1998

Licensed Engineer

Alabama PE #30617
Georgia PE # 25423
Florida PE # 72630
Mississippi PE # 21404
North Carolina PE #35544
South Carolina PE #21108
Texas PE #11199

Certifications & Training

GSWCC Level II Certified

Design Professional #3581

Atlanta Regional Commission
2010 Regional Leadership
Institute Graduate

Leadership Newton County 2012
Graduate

MARTIN C. BOYD, P.E.

PRESIDENT/PRINCIPAL ENGINEER III



Mr. Boyd has been involved in a wide-range of civil and environmental engineering projects across the southeast for both the public and private sector. He is currently the President of Carter & Sloope and the Branch Manager of our office in Watkinsville, GA. As Branch Manager, he manages the day-to-day operations of this office, which is responsible for designing and administering the construction of ±\$100 million in utility infrastructure projects annually. As a Senior Design Engineer, Mr. Boyd leads a team of engineers, technicians and support staff that specialize in master planning, surveying, designing, permitting and bidding assistance and construction administration and observation for a variety of water resource and public utility projects like groundwater supply and surface water reservoir projects, water treatment plants and water distribution systems, wastewater treatment plants and collection systems, advanced reuse water reclamation facilities, land application systems, stormwater management and treatment facilities, transportation and streetscape projects, site development projects and recreational amenities like multi-use trails, parks, ball fields, tennis and basketball courts, skate parks and kayak/canoe launches. He has been involved in all phases of project planning including financial analysis of alternatives, writing funding and grant applications, and grant administration. Recognizing that stakeholder involvement is a key component of a successful project, Mr. Boyd integrates owners, operators, regulatory personnel, funding agencies and contractors into the design, construction and start-up/commissioning phases of his projects. Several water and wastewater treatment plant improvement projects that he has been directly involved in while working at Carter & Sloope or other firms (denoted by "**") include:

*Banks Co. Racetrack LAS**
Barrow Co. Barber Creek WRF
*Columbia Co.'s Reed Creek WPCP**
Comer WPCP Improvements
Cornelia WPCP Improvements
*Dahlonega WPCP Improvements**
*Etowah W&SA LAS**
Eatonton Eastside/Westside WPCP
*Harlem WPCP Improvements**
Harrison Poultry LAS
*Locust Grove Skyland WPCP**
Monticello WPCP Improvements
Newton Co. Cornish Creek WTP
*R.L. Sutton WRF**
*Soperton WPCP Improvements**
Statham WPCP Improvements

Thomson WPCP Improvements
Trion WPCP Improvements
*Waco LAS**
Washington WPCP Improvements
*Zebulon LAS**
Atlanta's Chattahoochee WTP (60 MGD)
Blue Ridge WTP Improvements
Cornelia WTP Improvements
Eatonton WTP Improvements
Monticello WTP Improvements
*Reinhardt College LAS**
Sanderson Farms Kinston, NC LAS
Sinclair Water Authority WTP
*Summerville WTP Improvements**
Thomson WTP Improvements
Toccoa WTP Improvements

Professional Associations

American Society of Civil Engineers (ASCE)
American Water Works Assoc. (AWWA)
Nat'l Society of Prof. Engineers (NPSE)
Water Environment Federation (WEF)

American Concrete Institute (ACI)
GA Assoc. of Water Prof. (GAWP)
GA Rural Water Assoc. (GRWA)
GA Society of Prof. Engineers (GSPE)

In addition to being actively involved in professional associations, Mr. Boyd is involved in several civic organizations serving as a Board Member on the Yellow River Water Trail and on the Kimberly Chance Atkins Foundation, which promotes breast cancer awareness and provides free mammograms to those in need in Rockdale, Newton and Walton Counties. He also serves in leadership positions at his church, Crossroads UMC. He has mentored students interested in careers in engineering through the ACE Mentoring and Future Cities programs.



Carter & Sloop

CONSULTING ENGINEERS
Education

University of Georgia
Athens, Georgia
Bachelor of Science in
Biological Engineering
(Environmental Emphasis),
Certificate in Water Resources,
May 2009

Experience

Carter & Sloop, Inc.
Project Engineer
May 2009-Present

Carter & Sloop, Inc.
Intern
May 2006-April 2009

P.C. Simonton & Assoc.
Field Technician
May 2005-August 2005

Joined Firm

May 2006 – Intern

*May 2009 – Full-Time
Engineer*

Licensed Engineer

State of Georgia
Professional Engineer
(PE # 038078)

Certifications & Training

GSWCC Level II Design
Professional #69261

Leadership Oconee County 2016
Graduate

*American Council of Engineering
Companies Future Leaders
Program 2019 Graduate*

CHASE M. WEST, P.E.

SENIOR PROFESSIONAL ENGINEER II



Mr. West has experience with a variety of civil and environmental projects primarily with municipal clients in Georgia and South Carolina. His project experience has primarily been in the areas of water distribution and storage, sewerage collection, site layout and development, roadway and drainage improvements, and water resources including storm water management. Other experience includes water and wastewater treatment, water supply, and raw water reservoirs. Mr. West has been responsible for the planning, funding assistance, surveying, design, permitting assistance, bid administration, construction observation, construction administration, and project management for projects that have included, water mains, groundwater wells, booster pump stations, ground storage tanks, water tank cleaning and rehabilitation, reservoir dredging, utility relocations, sewer mains, lift stations, roadways, and storm drainage. He has a field perspective from performing construction observations during his time as an E.I.T. and understands that owner, regulatory personnel, contractor, and other stakeholder input is vital to project success.

Mr. West is very proficient at water and sewerage system modeling using ArcGIS based InfoWater and InfoSewer with eight (8) different municipal systems modeled to date. Reports Mr. West has written from these models include capacity analysis, capital improvement plans, fire flow analysis, hydraulic restriction analysis, closed valve identification, inflow and infiltration studies, and life cycle evaluations.

Mr. West also has survey experience and has surveyed for raw water reservoirs, water lines, sewer lines, water and wastewater treatment plants, residential and commercial site developments including line surveys, utility locations, topographic surveying, and construction staking.

Capabilities Summary

- ❖ Water Distribution Systems
- ❖ Wastewater Collection Systems
- ❖ Storm Drainage Systems
- ❖ Road Design
- ❖ Project/Construction Management
- ❖ Onsite Construction Observation/Field Engineer
- ❖ Water Distribution System Modeling
- ❖ Sewerage Collection System Modeling
- ❖ Storm Drainage System Modeling
- ❖ Hydrology
- ❖ Funding Assistance (CDBG, EIP, OneGeorgia, GEFA, GDOT, ARC, Storm Water Utility)
- ❖ Surveying
- ❖ GIS
- ❖ Sewerage Monitoring



Carter & Sloope

CONSULTING ENGINEERS

Education

University of Mississippi
Oxford, Mississippi
Bachelor of Science in Civil
Engineering (Water
Resources Emphasis), May
2013

Experience

Carter & Sloope, Inc.
Project Engineer
June 2019-Present

*Newton County Water &
Sewerage Authority*
Assistant Engineer
August 2013-June 2019

*Mississippi Department of
Transportation*
Engineering Intern
May 2012-August 2012

Joined Firm

*June 2019 – Full-Time
Engineer*

Licensed Engineer

State of Georgia
Professional Engineer
(PE # 042771)

Certifications & Training

GSWCC Level II Plan
Reviewer Professional
#72528

Leadership Newton County
2015 Graduate

*Georgia Association of
Water Professionals*
Leadership Academy Level
I & II 2016

CHAD PEDEN, P.E.

PROJECT ENGINEER VI

Mr. Peden has experience in a wide range of civil and environmental projects as well as experience in the operation and management of water distribution, wastewater collection and wastewater treatment systems. His project experience includes preliminary planning, permitting assistance, design, bid administration, construction observation and construction administration for a variety of projects that include land application expansions, wastewater plant upgrades, lift station rehabilitation and upgrades, booster pump stations, distribution and collection system replacements and extensions, large diameter meter replacement and various utility relocations.



In addition to design and project management knowledge, his experience at a public utility gives him a unique perspective of the needs and preferences of municipal clients. He has experience developing and implementing Capital Improvement Programs and understands the importance of stakeholder input in the success of projects, specifically from community leaders, utility leaders, operators and employees and the public. Mr. Peden understands the challenges that utilities face regarding customer billing, operation and maintenance of systems, satisfying regulatory requirements, ensuring public health and safety and the importance of customer service and keeps these challenges in mind from preliminary planning through project closeout. He also has experience with private development plan review and working with developers on residential, commercial and industrial projects and understands what is needed to ensure a mutually satisfactory project that provides benefit to the community.

Mr. Peden also has experience drafting and designing water distribution systems, wastewater collection systems and site design and drainage system. He has also used ArcGIS for collection, analysis and asset management of water and sewerage systems.

Capabilities Summary

- ❖ Water Distribution Systems
- ❖ Wastewater Collection Systems
- ❖ Storm Drainage Systems
- ❖ Road Design
- ❖ Project/Construction Management
- ❖ Onsite Construction Observation/Field Engineer
- ❖ Surveying
- ❖ GIS
- ❖ Sewerage Monitoring



Carter & Sloop

CONSULTING ENGINEERS

Education

University of Georgia
Athens, Georgia
Bachelor of Science in
Environmental
Engineering
May 2017

Experience

Carter & Sloop, Inc.
Project Engineer
May 2017 – Present

Joined Firm

*May 2017 – Full Time
Engineer*

Licensed Engineer

State of Georgia
Professional Engineer
(PE# 048212)

KENNY MILLER, P.E.

PROJECT ENGINEER IV



Mr. Miller's experience includes preliminary planning, surveying, design, permitting assistance, bid administration, construction observation and construction administration for a variety of civil and environmental projects. His project experience has been primarily in the areas of water supply and distribution systems, sewerage collection systems, and roadway and drainage projects. Other experience includes project management, lift stations design, and planning. Construction experience includes shop drawing review, field engineering, and construction observation.

Along with being a civil and environmental engineering consultant, Mr. Miller is also a CAD specialist and has experience in drafting and designing water distribution systems, sewerage & stormwater collection systems, and site design and drainage systems, and water and wastewater treatment plants. He also has surveyed for city parks, water lines, and sewer lines. Using ArcGIS, InfoWater and InfoSewer, Mr. Miller has collected data and analyzed existing water & sewerage systems for capacity analysis and for future planning.

Capabilities Summary

- ❖ Water Distribution Systems
- ❖ Wastewater Collection Systems
- ❖ Storm Drainage Systems
- ❖ Road Design
- ❖ Construction Management
- ❖ Onsite Construction Observation/Field Engineer
- ❖ Funding Assistance
- ❖ Surveying
- ❖ GIS



Carter & Sloop

CONSULTING ENGINEERS

Education

University of Georgia
Athens, Georgia
Masters of Science of
Engineering, 2018

*University of Rhode
Island*
Narragansett, Rhode
Island
Doctor of Philosophy of
Oceanography, 2013

Boston University
Boston, Massachusetts
Bachelors of Arts of
Biology, 2008

Employment Experience

Carter & Sloop, Inc.
June 2017 - Present

University of Georgia
College of Engineering
July 2016 – May 2018

Joined Firm

June 2017 –Engineer

*May 2018 – Full-time
Engineer*

Licensed Engineer

State of Georgia
Engineer-In-Training

LINDSEY BRYANT, Ph.D., E.I.T.

PROJECT ENGINEER II



Dr. Bryant's experience includes preliminary planning, design, permitting assistance, and data analysis for a variety of environmental and civil projects. Her project experience is primarily in the areas of water and wastewater treatment. She has participated in the design and process design of multiple water and wastewater plant improvement projects. Other experience includes raw water intakes and sludge dredging and dewatering projects.

She has performed technical analyses of Industrial Pre-Treatment Programs and Surcharge Rates, and written plant assessment reports, population and water use projections, Emergency Action Plans for dam breaches, O&M Manuals for raw water reservoirs, and assessments of pilot study results.

Capabilities Summary

- ❖ Permitting Assistance
- ❖ Industrial Pre-treatment Program Technical Evaluations & Surcharge Analyses
- ❖ Water & Wastewater Treatment Plant Design
- ❖ Process Design
- ❖ Hydraulic Design
- ❖ Pump Station Design
- ❖ Funding Assistance
- ❖ O&M Manual
- ❖ Water Conservation Plans
- ❖ Emergency Action Plans

Along with being a civil and environmental engineering consultant, Dr. Bryant has served as a college instructor for undergraduate engineering programs. She recently published a book chapter on Water and Wastewater Infrastructure as part of Springer's Women in Engineering and Science Book Series (Women in Infrastructure, 2022). Dr. Bryant has nearly 10 years of experience in environmental science and has published several research articles in areas related to wastewater treatment biology. She has served as a mentor to numerous college students and is actively involved in the community in her role as Coordinator and Instructor of the SAFE Women's Self Defense Program based in Athens.



Carter & Sloope

CONSULTING ENGINEERS

Education

Georgia Institute of Technology
Atlanta, Georgia
Bachelor of Civil Engineering,
1979

Experience

Georgia Environmental Protection Division
July 1979 - February 2014

Georgia Environmental Finance Authority
March 2014 - October 2016

Joined Firm

March 2017 - Present

Licensed Engineer

State of Georgia
Professional Engineer
(PE # 14713)

THOMAS M ROOS, P.E.

CONSTRUCTION OBSERVER V



Mr. Roos began his professional career with the Georgia Environmental Protection Division (EPD) in 1979. Mr. Roos spent three years of his career in the Engineering & Technical Support Unit reviewing plans & specifications and engineering reports for municipal wastewater systems, two years in the Safe Dams Program classifying and inventorying dams, and 30 years in the Construction Management Unit providing construction management/administration services for projects funded by the EPA Municipal Grants Program, Georgia Fund, State Revolving Fund, and Appalachian Regional Commission. Mr. Roos developed/co-developed numerous funding-related procedures, guidance, and instructional documents. Mr. Roos also supervised engineering, technical, and administrative staff for eight years during his service at EPD. The Construction Management Unit was transferred to the Georgia Environmental Finance Authority in 2014 where Mr. Roos worked until his retirement in 2016. Mr. Roos joined Carter & Sloope, Inc. in 2017 and is involved in project management, construction management, plans & specification review, and client support.

Capabilities Summary

- ❖ Construction Management
- ❖ Loan & Grant Administration
- ❖ DBE
- ❖ Water Distribution Systems
- ❖ Wastewater Collection Systems
- ❖ Land Application Systems
- ❖ Wastewater Treatment
- ❖ Water & Wastewater Pumping Systems
- ❖ Storm Water Systems
- ❖ Solid Waste Facilities
- ❖ Dams
- ❖ Supervision of Engineering Staff



Carter & Sloop

CONSULTING ENGINEERS

Education

Truett-McConnell

Bachelor of Science in Business Administration, 2017

North Georgia Tech College

Associates Degree in Environmental Technology, Specializing in Water / Wastewater Treatment Technology, 2010

Experience

Environmental Management Services, Inc.

Operations Director
2018 – 2019

Tallulah Falls School

Director of Plant Services
2017 – 2018

City of Roswell

Water Operations Manager 2015-2017

City of Clarkesville

Water/Wastewater Director
2012 – 2015

Town of Breckenridge, CO.

Water Systems Operator A
2008 – 2012

City of Cornelia

Water Treatment Plant Operator/Laboratory Analyst
2004 – 2007

Joined Firm

June 2019 –

Certifications & Training

Class 1 Water Treatment Plant Operator's License

State of GA # W1-014530

Class 3 Water Treatment Plant Operator's License

State of GA # W3-016041

JEREMY PIRKLE

PROJECT MANAGER III



- ❖ Successful grant writing for water related projects
- ❖ Organization and record keeping of regulatory compliance documents
- ❖ Management of \$3 million annual budget
- ❖ Management and maintenance of a \$15 million dollar drinking water treatment plant and all water plant assets including elevated finished water storage tanks
- ❖ Advise and coach 20 full-time staff including licensed water/wastewater plant operators
- ❖ Meet with and present to the public, state and local officials to discuss various topics related to water quality
- ❖ Prepare Monthly Operation Report for regulatory reporting to the Drinking Water Division of the Environmental Protection Division
- ❖ Planning, scheduling and directing a team to accomplish goals before deadlines
- ❖ Coauthor of the City of Roswell Water Utility Strategic Plan
- ❖ Performing employee evaluations
- ❖ Payroll, Purchasing, Budget development
- ❖ Training employees and successfully preparing them for State exams
- ❖ Giving presentations to City Council and making recommendations for capital expenditures
- ❖ Oral presentation of Roswell's new water plant at the Georgia Association of Water Professionals
- ❖ Presenting at Professional Conferences
- ❖ Directing new construction of a \$14 Natatorium and maintaining 500 acres to include athletic facilities and fields, utilities, roads, fleet, 750,000 square feet of buildings including all mechanical, electrical, plumbing.
- ❖ Consulting for water and wastewater treatment systems to include: business plan preparation, emergency management plans, sample site plans, corrective action plans, permit renewal/transfer applications

Jeremy Pirkle grew up in Gainesville, GA and graduated from North Georgia Technical College with an Associate's of Applied Science in Environmental Technology in 2010 and Truett-McConnell University with a Bachelor of Science in Business Administration in 2017. He has worked as the Water/Wastewater Director for the City of Clarkesville, Water Operations Manager for the City of Roswell, Director of Plant Services for the Tallulah Falls School and the Operations Director for Environmental Management Services before joining Carter & Sloop in June.

He currently lives in Cornelia with his wife Laura and 3 children Lily, Bear and Elly. He is an active member of Concord Baptist Church in Demorest. In his free time, he enjoys whitewater kayaking, mountain biking, hiking and anything outdoors with his family.



Carter & Sloop

CONSULTING ENGINEERS

Education

University of Georgia
Athens, Georgia
Bachelor of Landscape
Architecture, 1998

Experience

Carter & Sloop, Inc.
Project Manager
January 2007-Present

*Paragon Consulting Group,
Inc.*
Project Manager
April 2003 – January 2007

*Integrated Science &
Engineering, Inc.*
Landscape Architect
September 1998 – March 2003

Professional Registration

State of Georgia
Registered Landscape
Architect
(LA #1267)

Certifications

Level II Certified
Design Professional
(Cert. #10474)

JOHN L. STOVER, JR., R.L.A. PROJECT MANAGER



Mr. Stover has 18 years of experience in the design and management of a wide range of engineering projects in Georgia, Alabama, and South Carolina for both the public and private sector. His experience has primarily focused in the fields of site development, industrial development, railway design, roadway and drainage improvements, storm water management, streetscapes, water system modeling, water supply and distribution, ground water wells and treatment, wastewater collection, and funding assistance. He has been involved in all phases of these types of projects from preliminary planning and evaluation of funding options to designing and managing construction projects. He has experience in public infrastructure construction projects through the traditional Design-Bid-Build model as well as private development projects.

Experience Summary

- ❖ Water Supply and Treatment
- ❖ Water Distribution Systems
- ❖ Elevated Water Tanks
- ❖ Wastewater Collection Systems
- ❖ Water Distribution System Modeling
- ❖ Storm Water Systems
- ❖ Road Design
- ❖ Rail Spur Design
- ❖ Industrial Development Projects
- ❖ Streetscape and Transportation Enhancement
- ❖ Permitting
- ❖ Funding Assistance (GEFA, EDA, EIP, OneGeorgia, USDA, GDOT, CDBG, SBA, EPA, FEMA, GEMA)

Section 4 – Past Performance

Over the past five (5) years, Carter & Sloope, Inc. has been involved in the following projects for the City of Stockbridge:

City of Stockbridge – Carter & Sloope, Inc. Project List		
Project Name:	Completion Date:	Company Role & Key Personnel:
Modifications to Wastewater Treatment Plant S9100.013	February 2020	Lead Design Engineer Martin Boyd, P.E. Chad Peden, P.E.
HVAC Evaluation S9100.018	August 2020	Lead Design Engineer Martin Boyd, P.E.
Central Line Water Main Replacement S9100.021	January 2019	Lead Design Engineer Chad Peden, P.E.
Watershed Monitoring S9100.022	December 2020	Lead Design Engineer Chad Peden, P.E.
Ammonia Study S9100.023	June 2019	Lead Design Engineer Chad Peden, P.E.
Annual Biosolids Report S9100.024	Submitted annually	Lead Design Engineer Dr. Lindsey Bryant, E.I.T
Annual Water Audit S9100.025	Submitted annually	Lead Design Engineer Dr. Lindsey Bryant, E.I.T.
Standards and Specifications for Water and Sewer S9100.026	November 2019	Lead Design Engineer Chad Peden, P.E.
Pavement Evaluation S9100.027	September 2019	Lead Design Engineer Martin Boyd, P.E.
Groundwater Withdrawal Permit S9100.028	November 2019	Lead Design Engineer Chad Peden, P.E.
Rate Study S9100.030	ONGOING	Lead Design Engineer Chad Peden, P.E.
Consumer Confidence Report Preparation S9100.032	Submitted annually	Lead Design Engineer Chad Peden, P.E.
Delegated Plan Review S9100.033	ONGOING	Lead Design Engineer Chad Peden, P.E.
May's Crossing Lift Station and Force Main Rehab S9100.034	ONGOING	Lead Design Engineer Chad Peden, P.E.
Burke Street Sanitary Sewer Line Rehab S9100.035	ONGOING; working on punch list.	Lead Design Engineer Chad Peden, P.E.
Utility Relocation for SR 138 & SR 42 S9100.036	ONGOING	Lead Design Engineer Chad Peden, P.E.
Watershed Monitoring and Reporting S9100.037	ONGOING	Lead Design Engineer Chad Peden, P.E.
Tax Reimbursement for WWTP Improvements S9100.038	January 2022	Lead Design Engineer Chad Peden, P.E.
Water System Modeling and Hydraulic Improvements S9100.039	ONGOING	Lead Design Engineer Chad Peden, P.E.



Pole Barn at WWTP S9100.042	ONGOING	Lead Design Engineer Chad Peden, P.E.
Water Service Line Replacements S9100.043	ONGOING	Lead Design Engineer Chad Peden, P.E.
Water System Improvements S9100.044	ONGOING	Lead Design Engineer Chad Peden, P.E.
GIS Mapping Program S9100.045,.056,.057	ONGOING	Lead Design Engineer Chad Peden, P.E.
Walter Way Lift Station Rehab S9100.046	ONGOING	Lead Design Engineer Chad Peden, P.E.
Northbridge Sanitary Sewer Rehab S9100.048	ONGOING	Lead Design Engineer Chad Peden, P.E.
Sludge Management Plan Update S9100.050	ONGOING	Lead Design Engineer Dr. Lindsey Bryant, E.I.T.
Permitting Manhole Rehab Frames S9100.051	ONGOING	Lead Design Engineer Chad Peden, P.E.
Wastewater Treatment Plant Improvements S9100.052	ONGOING	Lead Design Engineer Chad Peden, P.E.
WWTP Capacity Review S9100.053	ONGOING	Lead Design Engineer Chad Peden, P.E.
Clay Pipe Replacement Program S9100.055	ONGOING	Lead Design Engineer Chad Peden, P.E.

City of Cornelia – Carter & Sloope, Inc. Project List		
Project Name:	Completion Date:	Company Role & Key Personnel:
Camp Creek 4.0 MGD WTP	December 2020	Lead Design Engineer Martin Boyd, P.E.
Modification to Existing Embankment Dam	Ongoing	Lead Design Engineer Martin Boyd, P.E.
Groundwater Well Exploration	Ongoing	Lead Design Engineer Chase West, P.E.
WWTP Expansion to 4.5 MGD	Ongoing	Lead Design Engineer Martin Boyd, P.E.
NPDES Permit Modifications	Ongoing	Lead Design Engineer Martin Boyd, P.E.
Hampton Inn Lift Station Upgrade	April 2022	Lead Design Engineer Chase West, P.E.
FY 2021 CDBG	Ongoing	Lead Design Engineer Chase West, P.E.
FY 2021 Infrastructure Improvements	September 2022	Lead Design Engineer Chase West, P.E.
2022 Paving Project	June 2022	Lead Design Engineer Chase West, P.E.
Market Corners Paving	Ongoing	Lead Design Engineer Kenny Miller, P.E.
Chenocetah Retaining Wall	July 2022	Lead Design Engineer Chase West, P.E.
Front Street & Main Street Sidewalk	Ongoing	Lead Design Engineer Kenny Miller, P.E.



City of Covington – Carter & Sloope, Inc. Project List		
Project Name:	Completion Date:	Company Role & Key Personnel:
Water and Sewer Rate Study	Ongoing	Lead Design Engineer Chad Peden, P.E.
WRF Evaluation & Implementation	Ongoing	Lead Design Engineer Martin Boyd, P.E.
Eastside Sewer Capacity Analysis	Ongoing	Lead Design Engineer Chase West, P.E.
Service Delivery Area Swap	Ongoing	Lead Design Engineer Chad Peden, P.E.

Newton County Water & Sewerage Authority – Carter & Sloope, Inc. Project List		
Project Name:	Completion Date:	Company Role & Key Personnel:
Paine's Crossing Transmission Main	Ongoing	Lead Design Engineer Chad Peden, P.E.
Hub Junction Regional PS & FM	Ongoing	Lead Design Engineer Chad Peden, P.E.
Utility Relocation	Ongoing	Lead Design Engineer Chad Peden, P.E.
Risk & Resiliency Evaluation	December 2020	Lead Design Engineer Martin Boyd, P.E.
Yellow River Outfall Rehabilitation	July 2021	Lead Design Engineer Chad Peden, P.E.
Hwy 36 Tank Rehab	January 2020	Lead Design Engineer Chase West, P.E.

City of Thomson – Carter & Sloope, Inc. Project List		
Project Name:	Completion Date:	Company Role & Key Personnel:
Water Meter Replacement	Ongoing	Lead Design Engineer Dr. Lindsey Bryant, E.I.T.
WWTP Improvements – Phase III	Ongoing	Lead Design Engineer Martin Boyd, P.E.
Emergency Bypass Pump for Lift Stations	Ongoing	Lead Design Engineer Dr. Lindsey Bryant, E.I.T.
Betsy Branch/Westwood PS Basin I/I Study	Ongoing	Lead Design Engineer Dr. Lindsey Bryant, E.I.T.

City of Winder – Carter & Sloope, Inc. Project List		
Project Name:	Completion Date:	Company Role & Key Personnel:
Quarry Water Supply Project	Ongoing	Lead Design Engineer Chase West, P.E.
Quarry Raw Water Storage Pond	Ongoing	Lead Design Engineer Martin Boyd, P.E.
SR 53 Water System Improvements	Ongoing	Lead Design Engineer Chase West, P.E.
Midland Ave Water System Improvements	Ongoing	Lead Design Engineer Chase West, P.E.



Additionally, the Watkinsville Branch of Cater & Sloope, Inc. currently provides on-call engineering services to the following clients:

Newton County Water Resources:

Mr. James Brown, Water Resources Manager
11905 Alcovy Road
Covington, GA 30014
Phone: (770) 784-2125
Email: jabrown@co.newton.ga.us

Newton County Water & Sewerage Authority:

Mr. Mike Hopkins, Executive Director
11325 Brown Bridge Road
Covington, GA 30016
Phone: (770) 385-3915
Email: mah@ncwsa.us

City of Thomson:

Mr. John Waller, City Manager
210 Railroad Street
Thomson, GA 30824
Phone: (706) 595-1781
Email: mike.stewart@thomson-mcduffie.net

City of Winder:

Mr. Roger Wilhelm, Assistant City Manager
138 Sweetwater Trail
Winder, GA 30680
Phone: (770) 867-7978
Email: roger.wilhelm@cityofwinder.com

City of Cornelia:

Mr. Donald Anderson, Jr., City Manager
181 Larkin St.
Cornelia, GA 30531
Phone: (706) 778-8585
Email: dee@corneliageorgia.org

City of Covington:

Mr. Kevin Sorrow, Public Works Director
2194 Emory Street
Covington, GA 30015
Phone: (678) 758-4105
Email: ksorrow@cityofcovington.org



Section 5 – Project Approach

Authorized Signature: Martin C Boyd
Martin C. Boyd, P.E., President

Approach to Providing Scope of Work

Carter & Sloope, Inc. currently serves as the On-Call Engineer for multiple clients including the City of Cornelia, the City of Commerce, the City of Covington, the City of Thomson, the City of Toccoa, the City of Stockbridge, the City of Winder, and the Newton County Water & Sewerage Authority. We have an established core group of Project Engineers/Managers that serve these clients to ensure that each receives the level of service deserved and are treated as high priority. Because of our experience working in these communities, we understand how to balance workload and schedules to meet the needs of our clients and their projects.

Carter & Sloope understands that communication is key to project success and establishing a solid foundation for each project is only achieved through clear communication with the Owner, their staff and operators regarding goals for a project; therefore, C&S will meet with the City of Stockbridge to clearly communicate the objectives and expectations by focusing on these important elements for every project: scope, schedule, budget, funding, innovative designs, and community impact. Below, we will explain why these elements matter. Once C&S has an understanding of the concept of the specific project and needs of the Client, we complete an internal project evaluation to assemble a team of professionals best suited for the schedule and scope of the project; ensuring success of the project.



Scope Matters – We work closely with our clients from the beginning to define the scope and boundaries of each project and communicate this information in writing for everyone to understand and agree to. Developing a clearly defined scope will ensure that we understand what we are tasked to do so we can develop an honest and fair fee for the work required. It will also ensure that we are delivering the desires of the City of Stockbridge and will help prevent scope creep that can negatively impact the project budget and schedule.

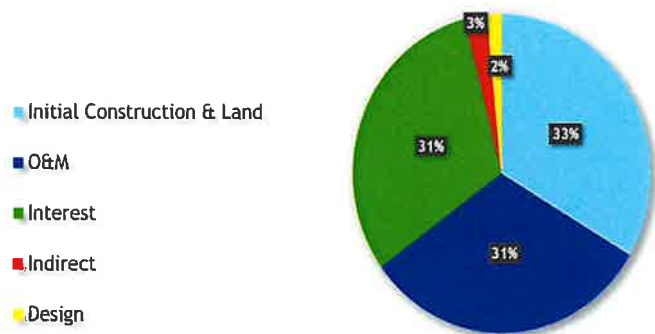
Schedule Matters – We understand the importance of developing project schedules that are realistic and achievable, so we work closely with our owners in understanding their needs and deadlines. We identify the critical tasks to achieving such deadlines and then systematically work towards completing those tasks. Scheduling matters because you cannot manage project costs without managing time.

Budget Matters – We are keenly aware of the value of making innovative and cost-effective recommendations and design decisions that maximize your community's dollars. Ultimately, our recommendations must be in the best, long-term interest of rate payers, so we consider not only capital costs, but also long-term operations and maintenance costs when evaluating alternatives. In some cases, it may mean spending slightly more on capital so that the City receives a better, more durable and efficient solution that has lower costs to operate.

Funding Matters – Over our 30-year history, C&S has successfully obtained loan and grant funding for our clients throughout Georgia. We work with all agencies that fund municipal infrastructure projects, including the Georgia Environmental Finance Authority (GEFA), Georgia Department of Community Affairs (DCA), USDA-Rural Development, and US Department of Commerce-Economic Development Administration (EDA) to name a few. Local Option Sales Tax and the private bond market have also been utilized by C&S clients to fund projects. Because many of our clients have had limited budgets and relied on State and Federal funding to complete their projects, we have learned the value of developing innovative and economical solutions, and the importance of getting the most value out of our clients' dollars.

Design Experience/Innovation Matters -

Typically, about 2% of a project's total cost is spent on engineering design, but our team's decisions effect 95% of the project's life cycle costs (see chart). Whomever the City chooses to provide on-call engineering services must have the necessary experience to develop innovative, cost-effective solutions that have the lowest long-term project costs. We have demonstrated our corporate culture of making design decisions and recommendations that are in the best interest of the community even when those recommendations mean less engineering work and lower fees for us. Just ask our existing clients how we spend their dollars – wisely is what you will hear.



Community Impact Matters – Every project must be approached with the idea that what we do must positively impact the community and protect the health, safety and welfare of the rate payers who live there. To accomplish this, we develop a wholistic approach to engage all the stakeholders of each project, which extends beyond just the Owner and the Engineer, and may include funding agencies, regulatory agencies like EPD or the Army Corps of Engineers, City of Stockbridge operators, the public and contractors.

Regulations Matters – Local, State and Federal regulations can not only impact the project scope and timeline, but they can also significantly impact project costs. Although we are licensed to practice engineering in other states, we work exclusively in Georgia with few exceptions. Our local knowledge and relationships with regulatory agencies are vital to the success of our projects. We can anticipate regulatory obstacles and design solutions to mitigate regulatory impacts. All projects for the City of Stockbridge will be assigned teams that are knowledgeable and experienced with applicable Local, State and Federal Standards, Codes and Regulations to make certain all projects are designed and administered to meet those requirements. Additionally, a Senior Level Engineer will provide guidance to the team and perform QA/QC on all projects.

Project Management

Carter & Sloope, Inc. employs several internal methods for controlling project time and costs throughout preliminary planning, design and construction phases on all of our projects. We are committed to completing our projects on time and within budget so that we can meet or exceed our clients' expectations and requirements. We believe that for us to do this successfully, we must work closely in partnership with our clients through all phases of a project and effectively communicate the project goals, constraints, schedule, funding, scope and expectations to all team members

including the client. To that end, we have developed the following elements to our project management approach:

- Project Estimate & Status Report (PE&SR)
- Communication
- Quality Assurance / Quality Control (QA/QC)
- Cost Control
- Progress Control

1. Project Estimate & Status Report

Our Project Estimate & Status Report (PE&SR) is an easy, quick reference guide that we prepare for our internal use on each project once a contract is executed with a client. The PE&SR provides each team member with the critical project requirements including an overview of the scope of work, project tasks, permitting requirements, status of permits, organization of project staff including sub-consultants, schedules, budget and project close-out procedures. After a contract has been executed, we complete a project initiation form and assign each project a unique project number that is used to identify and manage the project. Next, a brief description of the project and its scope and objectives are written. Then the project is broken down into specific phases or tasks which are assigned a unique task code with a detailed description of what work is included within the scope of basic services. This information is used to create the PE&SR. Prior to beginning work on a project, each employee assigned to a specific project is instructed on the job number and any relevant task codes and job descriptions which are used to identify time spent on a project.

2. Communication

Each team member and sub-consultant assigned to a project is provided a copy of the PE&SR along with their assignment and responsibilities. We typically communicate internally through project meetings, phone, and email. Our project manager, Mr. J. Chad Peden, P.E., will be the main client contact person to communicate with the Owner and any permitting authority or other agency on this project. We have clear vertical lines of communication from Mr. Peden to our other project team members including engineering staff, technicians, administrative staff and sub-consultants. Mr. Peden will assign Mr. Kenny Miller, P.E., to also stay in the loop on all communications in the event that he is unavailable for an unforeseen reason.

All project files will be maintained at our Watkinsville office location. Our computer network is set-up, however, so that we can share electronic information and data files remotely with our other offices, sub-consultants and owners, if needed. We can utilize email or our internal File Transfer Protocol (FTP) site. Depending on the size and scope of individual projects, we may also utilize web-based project management software to disseminate information to all project team members.

We can also provide monthly written and oral reports and attend meetings on an as-needed basis to provide current project status updates. These reports typically include activities and milestones accomplished, tasks remaining to be completed, problems or obstacles to overcome and recommendations.

3. Quality Assurance / Quality Control

Repeat business is the core principal behind our business model. Our core clients have continued to use us for consulting engineering services for well over a decade because of our strong, long-term relationships which have been built on quality and trust. Therefore, quality control is just as important to us as it is to the Owner because we understand the value and importance in name recognition and doing good, quality engineering design. Although we do provide an internal Quality Assurance/Quality Control (QA/QC) step in the design process, QC really begins with the individual employee. That is why we strive to hire good, talented engineers, technicians and other staff members who are conscientious, honest and self-motivated. We create a culture of accountability within our staff and project managers and try to instill the importance of doing quality work while staying within budgetary constraints.

All project deliverables undergo a formal review process prior to submittal to the client, regulatory authorities, contractors, etc. Our QA/QC reviewers are typically our most seasoned senior level engineers and principals of our firm having the most experience with design and construction of these types of projects. The formal review process consists of a peer review of the project requirements, design documentation, plans, specifications, and other project deliverables. Recommendations and corrections are made prior to release. All project deliverables are noted with release dates and descriptions so that we can better manage them (i.e. released for QA/QC, released for regulatory review, released for bid, released for construction, etc.). We have also teamed on some projects with general contractors to assist us with project cost estimates and constructability issues.

4. Cost Control

Our internal engineering cost control procedures were introduced above when we discussed the PE&SR. Controlling engineering project costs and time go hand-in-hand so managing and controlling both is critical. Trying to manage one without managing the other is an exercise in futility. That is why we emphasize project meetings and communication with our project team members using and updating the PE&SR regularly. We incorporate project schedules and milestones including any critical paths that affect the overall project timeliness in the PE&SR and update them monthly along with staff budget man-hours and resource planning. We have bi-monthly meetings with our engineers and project managers to discuss project status, weekly assignments and answer questions relative to assignments and coordination with design team members. Time billed to individual project numbers and their task codes is updated daily by all personnel and is submitted on a weekly basis to our in-house accounting/bookkeeping staff, which is located at our corporate office in Macon, using an Internet based timekeeper program. Sub-consultants are required to submit the same information to us on a monthly basis. Our project managers review each individual's time weekly and detailed billing reports are sent to each project manager on a monthly basis or more frequently if needed. These standard accounting procedures and detailed billing reports allow the project managers to monitor job progress versus hours budgeted and invoiced.

Both man-hours estimates and labor expenses are established for each project and included in the PE&SR. Project budgets are then distributed by the project manager to key team members so that they can efficiently design the project and manage the technicians and other staff members. Labor hours and project costs are reviewed on a regular basis by the project manager. If the project manager identifies inefficiencies in execution of the scope of work or scope creep with the project, then they will determine the cause and correct the problem immediately. If the client requests a change in the scope of work, then we will



provide the client with a written description of the change along with any impact to the engineering fee, schedule and overall project costs. We will not begin any out-of-scope work without receiving prior written authorization from the client.

5. Progress Control

Carter & Sloope, Inc. works hard to maintain project schedules and work within budgets. We have done this successfully over the years through proper planning during the initial phases of each project and by maintaining and improving efficiency. Providing adequate training and continuing education opportunities for our employees helps us stay up-to-date with the latest tools and technologies, but more importantly, it helps our organization function more effectively and more efficiently.

Although our team members are actively working on other projects, our current workload would allow us to begin immediately to work on this project. Once we receive authorization to proceed, we will complete a project schedule and identify the critical paths and distribute this information to the project team members via the PE&SR. The schedule will identify each task required and the allotted time to complete it. Depending on the size and complexity of the project, we may employ the use of scheduling software or web based project management tools that assist us in identifying critical paths and communicating the status of each task to project team members regardless of their physical location. We typically review the project schedule monthly and communicate our progress monthly to our clients. If any problems are identified with meeting our project milestones, we can pull additional labor from our other offices or use extended hours of our existing labor force.

To improve efficiency both in design and project management, C&S has actively embraced new, proven technologies. We consistently upgrade our AutoCAD drafting and design software, GIS software and water, sewer and storm sewer modeling software through our annual licensing agreements, which keeps us on the cutting edge of design tools and efficiencies. Our internal project management approach has shifted from relying on traditional paper to electronic media that can be distributed across multiple platforms regardless of location. For example, we primarily review and approve shop drawings electronically, which reduces our review time, reduced costs for printing, reproduction and postage, but more importantly, it allows us to push approvals and comments to equipment contractors, vendors, owners and field personnel quicker. We are also investing resourced into utilizing drone technology into our surveying practices to reduce survey time and obtain aerial pictures. These are just a few examples of the tools that help improve our ability to serve our clients.



Subcontractor Information

In the event that the scope of work or needs of a project fall outside our area of expertise, Carter & Sloope will utilize the following subcontractors:

- Electrical/Mechanical Engineering: EDEC, Inc.
- Geotechnical Engineering: Geosystems Engineering, Inc.
- GIS and Mapping Services: GeoSpatial Technology Solutions
- Watershed Sampling: Vanasse Hangen Brustlin, Inc.
- Structural Engineering: Nadolsky Engineering
- Traffic Engineering: Lumin8 Transportation Technologies
- Transportation Engineering: American Consulting Professionals, LLC
- Environmental Consulting: Nutter & Associates



Section 6 – Cost Proposal

Included in a separately sealed envelope is the Cost Proposal & Evaluation Criteria form required by the City plus Carter & Sloope, Inc.'s standard 2022 billing rate table that includes employee categories not listed in the City's Cost Proposal & Evaluation Criteria form.



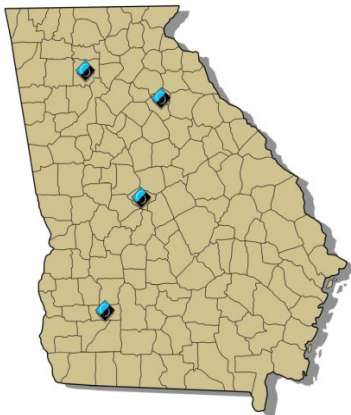
Section 7 – Location

Legal Name of Firm: Carter & Sloope, Inc.

State of Incorporation: Georgia

Geographic Proximity

Carter & Sloope, Inc. operates four offices in Georgia. Our corporate office is located in Macon and our other offices are located in Watkinsville, Canton and Moultrie. **All work for the City of Stockbridge will be based out of our Athens area office located in Watkinsville.** Below is a listing of each of our offices and the name and contact information of the managing engineer in each office.



Watkinsville

Marty Boyd, P.E.
1031 Stonebridge Pkwy
Watkinsville, GA 30677
P: (706) 769-4119
mboyd@cartersloope.com

Macon (Corporate Office)

Tom Sloope, P.E.
6310 Peake Road
Macon, GA 31210
P: (478) 477-3923
tsloope@cartersloope.com

Canton

Matt Smith, P.E.
115 Woodland Way, Ste. 120
Canton, GA 30114
P: (770) 479-8782
msmith@cartersloope.com

Moultrie

Charlie Tucker, P.E.
415 S. Main Street
Moultrie, GA 31768
P: (229) 668-0663
ctucker@cartersloope.com



Section 8 – Recent, Current, and Projected Workload

Attached is a complete list of all clients and projects over the past five (5) years:



Client Name	Project Name	% Complete
Boqart	Boqart Streetscapes Construction Phase	100%
Boqart	Storm System Master Plan	75%
Boqart	Fowler Mill Decel Lane	25%
Briarwood Academy	Wastewater Treatment Pond Improvements	5%
City of Clayton	FY 2021 CDBG	70%
City of Clayton	Derrick Street Water Improvements	70%
City of Clayton	Scott Creek Sewer Rehabilitation	50%
Cornelia	Camp Creek 4.0 MGD WTP	100%
Cornelia	Modif. to Existing Embankment Dam	100%
Cornelia	Groundwater Well Exploration & Dev.	100%
Cornelia	WWTP Expansion to 4.5 MGD	25%
Cornelia	NPDES Permit Modifications	100%
Cornelia	Hampton Inn Lift Station Upgrade	95%
Cornelia	FY 2021 CDBG	50%
Cornelia	FY 2021 Infrastructure Improvements	70%
Cornelia	BC Grant Townhomes	95%
Cornelia	2022 Paving Project	95%
Cornelia	Market Corners Paving	30%
Cornelia	Chenocetah Retaining Wall	80%
Cornelia	Front Street & Main Street Sidewalk	50%
Cornelia	FY 2022 CDBG-Grant Administration	5%
Cornelia	FY 2022 CDBG - Engineering	5%
Cornelia	Coosa North GA Regional Council	25%
Covington	Water and Sewer Rate Study	95%
Covington	WRF Evaluation & Implementation	65%
Covington	Eastside Sewer Capacity Analysis	70%
Hartwell	WWTP Improvements	70%
Hartwell	NPDES Permitting	30%
Hartwell	WWTP Flow EQ Basin	70%
Henry County	NW Fairview Sanitary Sewer Extension Imp	100%
Henry County	Towaliqa WTP Building Renovation	90%
Madison	GA Conservation Safari Park Pump Station	75%
Madison	I-20 & Hwy 83 Sewer System Improvements	75%
Monticello	GP Booster P.S. Hydraulic Improvements	40%
Monticello	WWTP Disinfection System Improvements	20%
Monticello	WTP and WWTP Permit Renewals	100%
Newton County Board of Commissioners	Water Treatment Plant Permit Renewals	100%
Newton County W&SA	Paine's Crossing Transmission Main	100%
Newton County W&SA	Hub Junction Regional PS & FM	35%
Oxford	2019 CDBG	60%
Piedmont Water Company	Raw Water Intake Improvements	5%
Poterdale	Plan Review	No completion date - ongoing
Porterdale	Operations Consulting	No completion date - ongoing
Porterdale	Water Meter and Service Line Replacement	70%
Rayle	FY 2020 CDBG Water System Improvements	80%
Rooker	Bana Industrial Sewer and Pump Station	100%
Rutledge	Old Train Depot Parking Lot	95%
Southeastern Gas Engineering	SR 172 DOT Permit	100%
Southeastern Gas Engineering	SR 51 DOT Permit	100%
Stockbridge	Consumer Confidence Report Preparation	Annual
Stockbridge	May's Crossing Lift Sta./F.M. Rehab	78%
Stockbridge	Burke Street Sanitary Sewer Line Rehab.	95%
Stockbridge	Watershed Monitoring/Reporting (2021-23)	Ongoing
Stockbridge	Pole Barn at WWTP (Task Order 35)	60%
Stockbridge	Water Service Line Replacements	70%
Stockbridge	Water System Improvements	50%
Stockbridge	Walter Way Lift Station Rehabilitation	65%
Stockbridge	Northbridge Sanitary Sewer Rehab.	40%
Stockbridge	WWTP Capacity Review	30%
Thomson	Water Meter Replacement	65%
Thomson	WWTP Improvements - Phase III	55%
Thomson	Emergency Bypass Pump for Lift Stations	75%
Thomson	Betsy Branch/Westwood PS Basin I/I Study	90%
Tignall	Utility Relocation for SR 17	100%
Toccoa	Eastanollee Creek WPCP Impr. - PH I	85%
Toccoa	Eastanollee Creek WPCP Impr. - PH II	45%
Toccoa	WPP Monitoring	Ongoing
Toccoa	WTP Dechlorination System	73%
Toccoa	Alum Storage Tank	40%
Toccoa	Lead and Copper	5%
Toccoa	UCMR5	5%

Toccoa	WTP Building & Structure Repairs	33%
Trion	WWTF Improvements - Phase 1	100%
Universal Planning & Development	Alcovy Road Sewer	100%
Villa Rica	Cowan's Lake Pump Station	40%
Villa Rica	Indirect Potable Reuse	70%
Villa Rica	WTP Control Valve	70%
Washington	Water and Sewerage System Improvements	Ongoing
Washington	FY 2019 Water System Improvements	100%
Washington	FY 2022 CDBG Project	5%
Washington	WTP Dechlorination System	38%
Waycross	Wastewater Treatment Plant Evaluation	100%
Winder	Quarry Water Supply Project	25%
Winder	Quarry Raw Water Storage Pond	25%
Winder	SR 53 Water System Improvements	30%
Winder	Midland Ave Water System Improvements	40%
Winder	Federal Grant Application	100%

Section 9 – Proposer Financial Information

Carter & Sloope, Inc. has been in business for over 30 years and, in that time, has maintained sufficient capital resources to meet expenses without securing loans through any financial institutions. Carter & Sloope, Inc. is a private corporation and not subject to public audits and public disclosures. The requested information is confidential and cannot be disclosed in documents that may be subject to open records requests. For further information on Carter & Sloope's financial strengths and credit worthiness, you may contact our accountant Howard Holleman at McNair, McLemore and Middlebrooks in Macon, GA at (478) 746-6277.

Carter & Sloope's Dun & Bradstreet DUNS number is 78-689-6365.





Carter & Sloope
CONSULTING ENGINEERS

To Whom It May Concern:

I, Susan O'D. Meyers, in my capacity as the Corporate Business Manager for Carter & Sloope, Inc. do solemnly swear that Carter & Sloope, Inc. has never filed any petition(s) for Federal Bankruptcy or State insolvency.

Carter & Sloope, Inc.

Name of Contractor

City of Stockbridge

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing statement is true and correct.

Executed on June 9th in Macon, GA.

Susan O'D. Meyers

Signature of Authorized Officer or Agent

Susan O'D. Meyers

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 9th DAY OF JUNE 2022,

Shannon McGehee
NOTARY PUBLIC

My Commission Expires: July 23, 2022



Section 10 – Litigation

Litigation Summary

During the past five (5) years, Carter & Sloope, Inc. has been named a defendant in two (2) legal proceedings. The first case involved multi-party defendants who were sued because of a fatality on a Georgia Department of Transportation roadway improvement project in the City of Gray, Georgia in Jones County on SR 18 & 129. Carter & Sloope was not involved in the roadway design project but had designed the City's utilities that were being relocated as a result of the road widening. Carter & Sloope, Inc. was not negligent in this case and was eventually dismissed/removed from this legal proceeding.

In 2019 we received notification of Indemnity Obligation in connection with a lawsuit filed in the U.S. District Court for the Northern District of Georgia, Linda McLean v. White County and Charles Black Construction, Inc. regarding the Yonah Preserve Park Improvements – Phase I. Carter & Sloope, Inc. planned, designed, and assisted with obtaining permits for a recreational ballfield project for the White County Board of Commissioners. A property owner adjacent to a portion of the project filed suit against the General Contractor and White County (Owner) for alleged sediment runoff from that portion of the project. The suit contended that the Contractor and Owner failed to properly install and maintain erosion control best management practices to prevent erosion and sediment runoff onto their property. The adjacent property owner and their attorney did not file suit against Carter & Sloope, Inc., but the attorney for the White County Board of Commissioners advised them to add Carter & Sloope as a Third-Party Defendant to reduce their exposure. The plaintiff and defendants met for third party mediation and subsequently signed a settlement agreement in April 2021, attributing the issue to an erosion control retrofit failure during construction, not a professional design issue. The court issued a consent decree to the settlement and the matter is now closed.



Section 11 – Business Licenses and Insurance

Carter & Sloope, Inc.'s business license and proof of insurance are included in this section. There are no regulatory or license agency sanctions.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doherty Duggan Hart & Tiernan Insurors P.O. Box 71628 Albany GA 31708-1628		CONTACT NAME: PHONE (A/C, No, Ext): 229-888-2040 FAX (A/C, No): 229-435-3036 E-MAIL ADDRESS: ServiceCenter@ddhtins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Utica National Insurance Grp	25976
INSURED Carter & Sloope, Inc. 6310 Peake Rd Macon GA 31210-3960		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 668549615**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			5410378	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5410379	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			5422823	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	5410409	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 1745 N. Brown Road Suite 250 Lawrenceville GA 30043	CONTACT NAME: Ambrosia Patton PHONE (A/C, No, Ext): (678) 690-5995 E-MAIL ADDRESS: apatton@risk-strategies.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
INSURED Carter & Sloope, Inc. 6310 Peake Road Macon GA 31210		

COVERAGES**CERTIFICATE NUMBER:** CL2181929034**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9982699	08/26/2021	08/26/2022	Each Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

CERTIFICATE HOLDER**CANCELLATION**Specimen
Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PEF001004

Carter & Sloope Inc

6310 Peake Road
Macon GA 31210

Engineer Firm

EXP DATE - 06/30/2024 Status: Active
Issue Date: 07/01/1992

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Carter & Sloope Inc
6310 Peake Road
Macon GA 31210



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Registration for Professional Engineers and
Land Surveyors

License No. PEF001004

Carter & Sloope Inc

6310 Peake Road
Macon GA 31210

Engineer Firm

EXP DATE - 06/30/2024 Status: Active
Issue Date: 07/01/1992

Section 12 - References

Professional References

Below are professional references that have direct knowledge of our experience and capabilities on designing, construction administration, and funding administration for various municipal infrastructure projects. The required Reference Verification Forms are included in this section.

Mr. Donald Anderson, Jr., City Manager
City of Cornelia,
Phone: (706) 778-8585
Email: dee@corneliageorgia.org

Mr. Harry Scott, Utilities Director
City of Toccoa
Phone: (706) 282-3305
Email: hscott@cityoftoccoa.com

Mr. James Wascher, City Manager
City of Commerce
Phone: (706) 335-3277
Email: jamesw@commercega.org

Ms. Rebecca Harkins, Utility Director
City of Blue Ridge
Phone: (706) 632-2091
Email: rharkins@cityofblueridgega.gov

Mr. Don Powers, Former City Administrator/Current
Economic Development Director
City of Thomson
Thomson/McDuffie County Government Complex
Phone: (706) 699-0395
Email: don.powers@thomson-mcduffie.net

Mr. Greg Fanning, WWTP Superintendent
City of Washington
Phone: (706) 401-0328
Email: greg-fanning68@yahoo.com

Mr. Roger Wilhelm
City of Winder
Phone: (770) 867-7978
Email: roger.wilhelm@cityofwinder.com

Mr. Jerry deBin, City Manager
City of Washington
Phone: (706) 678-3277
Email: Jdebin@washingtonwilkes.org

Ms. Sherri Bailey, Former City Manager
City of Washington
Phone: (706) 401-2329
Email: sbailey@gacities.com

Mr. Tres Thomas, III, P.E., City Engineer/ Planning &
Development Director
City of Covington
Phone: (770) 385-2180
Email: TresThomas@cityofcovington.org

Mr. Kevin Simpson, Operator/Plant Manager
City of Madison
Phone: (706) 343-1273
Email: ksimpson@madisonga.com

Mr. Lamar Fain, WWTP Superintendent
City of Thomson
Phone: (706) 595-5572
Email: Harry.Fain@thomson-mcduffie.net

Mr. Brad Holtsinger, WWTP Superintendent
City of Stockbridge
Phone: (770) 474-1232
Email: BHoltsinger@cityofstockbridge-ga.gov

Mr. Andy Pilgrim, WPCP Supervisor
City of Cornelia
Phone: (706) 778-6464
Email: APilgrim@corneliageorgia.org





REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0006

SOLICITATION TITLE: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

PROPOSING FIRM (List name exactly as provided in proposal):

Carter & Sloope, Inc.

Date of Verification:

June 13, 2022

Reference Organization:

City of Covington

Project Verified (Include the Project Name / Title and a brief description of the Project): See Section 4.

Person Contacted: Kevin Sorrow

Title of Contact: Water Resources Director

Telephone Number including extension: (678) 758-4105

Email Address: ksorrow@cityofcovington.org

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? Yes
2. Did the firm adhere to the scope of work/services as specified in the solicitation and/or agreement? Yes
3. Did the firm provide deliverables as agreed upon? Yes
4. Would you engage this firm again? Yes

Additional comments provided by Proposer's contact:

Signature Kevin Sorrow

Date 6-13-2022



REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0006

SOLICITATION TITLE: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

PROPOSING FIRM (List name exactly as provided in proposal):

Carter & Sloope, Inc.

Date of Verification: 06.09.2022

Reference Organization:

Newton County Water & Sewerage Authority

Project Verified (Include the Project Name / Title and a brief description of the Project): See Section 4.

Person Contacted: Mike Hopkins

Title of Contact: Executive Director

Telephone Number including extension: 770-385-3915

Email Address: mah@ncwsa.us

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? Yes
2. Did the firm adhere to the scope of work/services as specified in the solicitation and/or agreement? Yes
3. Did the firm provide deliverables as agreed upon? Yes
4. Would you engage this firm again? Yes

Additional comments provided by Proposer's contact: See below

Signature Mike Hopkins

Date 06.09.2022

We have enjoyed our working relationship with Carter/Sloope. They have been trusted engineers, advisers, and long-term partners. NCWSA is blessed to have them work alongside us as we grow our water systems and our communities.



REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0006

SOLICITATION TITLE: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

PROPOSING FIRM (List name exactly as provided in proposal):

Carter & Sloope, Inc.

Date of Verification:

6-6-22

Reference Organization:

City of Windsor

Project Verified (Include the Project Name / Title and a brief description of the Project): See Section 4.

Person Contacted: Roger Wilhelm

Title of Contact: Assistant City Administrator

Telephone Number including extension: (770) 867-7978 ext: 6860

Email Address: roger.wilhelm@cityofwinder.com

Questions Yes No

1. Yes Were you satisfied with the Company/Organization's overall performance?
2. Yes Did the firm adhere to the scope of work/services as specified in the solicitation and/or agreement?
3. Yes Did the firm provide deliverables as agreed upon?
4. Yes Would you engage this firm again?

Additional comments provided by Proposer's contact:

Signature

Date

6-6-22



REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0006

SOLICITATION TITLE: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

PROPOSING FIRM (List name exactly as provided in proposal):

Carter & Sloope, Inc.

Date of Verification: June 6, 2022

Reference Organization: City of Cornelia

Project Verified (Include the Project Name / Title and a brief description of the Project):

See below
comments and
Section 4 of this
proposal.

Person Contacted: Donald Anderson

Title of Contact: City Manager

Telephone Number including extension: 706-894-3060

Email Address: danderson@corneliageorgia.org

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? **Yes**
2. Did the firm adhere to the scope of work/services as specified in the solicitation and/or agreement? **Yes**
3. Did the firm provide deliverables as agreed upon? **Yes**
4. Would you engage this firm again? **Yes**

Carter & Sloope has been the city's engineering firm since 2008. During that time they have design and overseen dozens of projects. Their work has always been exemplary!

Additional comments provided by Proposer's contact:

Signature 

Date June 6, 2022



REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0006

SOLICITATION TITLE: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

PROPOSING FIRM (List name exactly as provided in proposal):

Carter & Sloope, Inc.

Date of Verification: June 6, 2022

Reference Organization:

City of Thomson

Project Verified (Include the Project Name / Title and a brief description of the Project): See below comment and Section 4.

Person Contacted: John Waller

Title of Contact: City Administrator

Telephone Number including extension: (706) 597-7378

Email Address: john.waller@thomson-mcduffie.gov

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? YES
2. Did the firm adhere to the scope of work/services as specified in the solicitation and/or agreement? YES
3. Did the firm provide deliverables as agreed upon? YES
4. Would you engage this firm again? YES. Carter and Sloope is Thomson's 'contract engineering firm' and will remain so based on the quality of their work, responsiveness and customer service. Highly recommended.

Additional comments provided by Proposer's contact:

Signature

Date June 6, 2022

Section 13 – Required Documents and Forms

All required documents and forms are included in this section.



EXHIBIT III
REQUIRED CERTIFICATIONS/ATTACHMENTS
REQUEST FOR PROPOSALS. 2022-0006
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked 'Original', and five (5) copies on CD/Thumb Drive	☐
2. Technical Proposal	☐
3. Acknowledgement of each Addendum	☐
4. Financial and Litigation Requirements	☐
5. Reference Verification Form	☐
6. Required Certifications and Attachments ☐ Form 1: Non-Collusion Bidding Certificate ☐ Form 2: Non-Collusion Affidavit of Sub-Contractor. ☐ Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. ☐ Form 4: Ineligibility Certificate. ☐ Form 5: Certification of a Drug-Free Workplace. ☐ Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. ☐ Form 7: Affidavit Verifying Status for City Public Benefit Application ☐ Form 8: Certification Regarding Lobbying. ☐ Form 9: Bid Submittal Letter. ☐ Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. ☐ Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. ☐ Form 12: Certificate of Acceptance of a Solicitation Requirements ☐ Attachment 1: Addendum Acknowledgement Form	☐



City of Stockbridge Purchasing Division

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for on behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

This form is N/A. Carter & Sloope, Inc. is not submitting a bond.

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication, or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost, or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership, or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Martin C Boyd
Signature of Authorized Agent

Martin C. Boyd, P.E., President
Name/Title of Authorized Agent

07/07/2022
Date

N/A. This form will be completed if a subcontractor is used at a later date.

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ City of _____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached solicitation.

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham solicitation in connection with the Contract for which the attached solicitation has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20____.

Name _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

The Proposer, CARTER & SLOPE, INC., certifies to the best of its knowledge and that it and its principals: MARTIN C. BOYD belief,

- TOM H. SLOPE MATTHEW D. SMITH WILLIAM C. SIPE
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
 2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
 4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

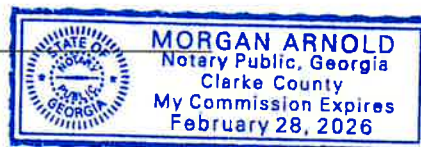
Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, CARTER & SLOPE, INC., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

M C Boyd
Signature of Authorized Agent

Martin C. Boyd, P.E., President
Name/Title of Authorized Agent

7/7/2022
Date
Morgan Arnold
Witness





City of Stockbridge Purchasing Division

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

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

Carter & Sloope, Inc., and it is also whose address is

1031 Stonebridge Parkway, Watkinsville, GA 30677, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.


Signature of Authorized Agent

Martin C. Boyd, P.E., President
Name/Title of Authorized Agent

7/7/2022
Date

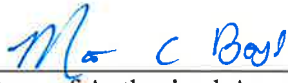
FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Carter & Sloope, Inc., and it is also whose address is 1031 Stonebridge Parkway, Watkinsville, GA 30677, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.



Signature of Authorized Agent

Martin C. Boyd, P.E., President

Name/Title of Authorized Agent

7/7/2022

Date

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Carter & Sloope, Inc., and it is also, whose address is 1031 Stonebridge Parkway, Watkinsville, GA 30677, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

Martin C Boyd

Signature of Authorized Agent

Martin C. Boyd, P.E., President
Name/Title of Authorized Agent

7/7/2020

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Carter & Sloope, Inc.

Name of Applicant

1) ✓ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: Martin C. Boyd

Date: 7/7/2022

Printed Name: Martin C. Boyd, P.E., President

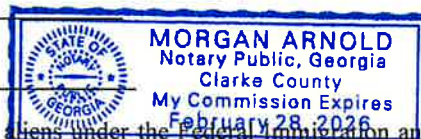
*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the 7 Day of July, 2022

Notary Public: MS Arnold

My Commission Expires: 2/28/26



*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that ~~clients under the Federal Immigration and Nationality Act~~ legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



City of Stockbridge Purchasing Division

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

**FORM 8
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: Martin C. Boyd

Name and Title of Contractor Authorized Agent: Martin C. Boyd, P.E., President

Date: 7/7/2022 Telephone No: (706) 769-4119

Firm or Company Name: Carter & Sloope, Inc.

Address: 1031 Stonebridge Parkway, Watkinsville, GA 30677

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned, CARTER & SLOPE, INC., hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions, and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this 7 day of JULY, ~~2018~~ 2022

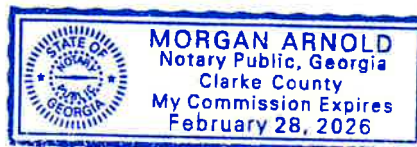
Martin C. Boyd
By MARTIN C. BOYD, P.E.

PRESIDENT
Title

Sworn to and subscribed before me the 7 day of JULY, ~~2018~~ 2020.
Notary Public

2/28/26
My Commission Expires:

2/28/26
Date



**STATE OF GEORGIA
CITY OF STOCKBRIDGE**

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program^{*,2} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

226918

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor
Martin C. Boyd, P.E.

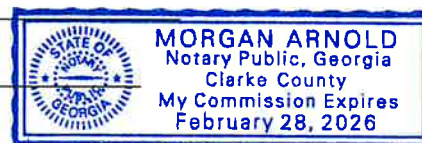
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7 day of July, 2022

Notary Public: Morgan Arnold

City: Watkinsville, GA

Commission Expires: 2/28/26



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. ²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



City of Stockbridge Purchasing Division

This form is N/A. If a subcontractor is used, the form will be completed.

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

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program^{*,4} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

City: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. ⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 93 inclusive, including any addenda # 1 to # 2 exhibit(s) # I to # III, attachment(s) # 1 to # 12, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: Carter & Sloope, Inc.

Signature: 

Name: Martin C. Boyd, P.E.

Title: President

(Affix Corporate Seal)

**ATTACHMENT 1
ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHOULD
COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: May 17, 2022

Addendum #: 2 Dated: June 7, 2022

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): Carter & Sloope, Inc.

Signature (in ink): 

Name (Typed/printed): Martin C. Boyd, P.E.

Title: President Date: July 7, 2022

ATTACHMENT 2
REQUEST FOR PROPOSAL (RFP) NO. 2022-0006

GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Carter & Sloope, Inc.

Performing work as: Prime Contractor x Sub-Contractor

Professional License Type: Professional Engineers and Land Surveyors

Professional License Number: PEF001004

Expiration Date of License: 6/30/2024

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 7/7/2022

(ATTACH COPY OF LICENSE)



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Carter & Sloop Inc
6310 Peake Road
Macon GA 31210



ADDENDUM NO. 1

Solicitation No.: REQUEST FOR PROPOSAL (RFP) NO. 2022-0006

Solicitation Title: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

☐

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☒

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. RFP Due Date has changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, ~~May 26th~~ **June 16th**, 2022.
2. The deadline for questions has not changed. The deadline for questions was Friday, May 6th, 2022 (12:00 noon, EDT)

CLARIFICATIONS

1. **Please see the attached Reference Verification Form.**



City of Stockbridge Purchasing Division

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

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp . All other terms, conditions, and specifications of the solicitation remain unchanged.

CARTER & SCOPE, INC

Name of Company / Firm / Organization

MARTIN C. BOYD, P.E. / PRESIDENT

Printed Name of Authorized Rep. / Title

M/C Boyd

Signature of Authorized Representative / Date



City of Stockbridge Purchasing Division

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

ADDENDUM NO. 2

Solicitation No.: REQUEST FOR PROPOSAL (RFP) NO. 2022-0006

Solicitation Title: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

☐

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☒

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☒

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2. The deadline for questions has not changed. The deadline for questions was Friday, May 6th, 2022 (12:00 noon, EDT)

CLARIFICATIONS

1. Section 4, page 37 has been revised.

Section 4 – Past Performance - Describe proposer's experience in ~~renovation of buildings/community centers~~ **On-Call General Engineering Services** for the past five (5) years regarding the proposer.

2. Section 5, page 37 has been revised.

Project Approach Proposer shall describe their approach in the On-Call Engineering Services for the City as identified in the Scope of Work (Exhibit I). ~~and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the On-Call Engineering Services.~~

Technical Approach/Services:

- a. Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced, and licensed individuals in the areas of **On Call General Engineering Services** ~~commercial office renovations.~~
- b. ~~Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.~~

3. Section 11 - Business Licenses, Licenses, and Insurance has been revised.

~~Wrecker service~~ **On-Call General Engineers for this service** will have a current business license and be in compliance with the local jurisdictions zoning

4. Please see the revised Indemnification and Hold Harmless Agreement section. Please disregard the hold harmless section on page 75.

To the fullest extent of the law, Contractor shall indemnify, release, and hold harmless the City, its elected officials, employees, Sub-Contractors, successors, assigns and agents from and against any and all liability or claims for damages, costs, expenses (including reasonable attorney's fees and expenses incurred by the City or any of its elected officials, employees, Sub-Contractors, successors, assigns and agents), to the extent caused by, resulting from, grounded in or based on, wholly or partially, the alleged or actual negligence, recklessness, or intentionally wrongful conduct, including, but not limited to, employment discrimination or any other type of discrimination, harassment or retaliation, of the Contractor or other persons employed or utilized by Contractor in the performance of this Contract.

If Contractor's services are delayed by reason of ordinary negligence or the breach of any provision of this Contract on the part of the Contractor, Contractor shall indemnify the City against all reasonable costs, expenses, liabilities, or damages resulting from such delay. In addition, Contractor shall provide accelerated services at its own expense to make up time lost because of such delay.

Contractor further agrees to indemnify, release, and hold harmless the City, its elected officials, employees, Sub-Contractors, successors, assigns and agents from and against any and all liability or claims for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

This indemnification obligation extends to the successors and assigns of the Contractor and survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. Notwithstanding any provision in this Contract to the contrary, in no event shall the indemnification obligations of Contractor prescribed by this Contract exceed that which is authorized pursuant to Code Section 13-8-2 of the Official Code of Georgia Annotated.

5. Please disregard Section 2.27, 2.17, 2.24, 3.10, 3.16, and 3.20 .
6. Please disregard Section 2.15 a. and 3.8 a. Codes, Permits, Fees, Licenses and Law
Please disregard Paragraphs 3.4 to 3.37



City of Stockbridge Purchasing Division

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

7. Page 39 - Financial Information has been revised, please see below:

The Procurement Division is concerned about proposers' financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the Procurement Division reserves the right to perform additional due diligence in this area, at the sole discretion of the Division, prior to award of any contract

8. Page 40 - Section 11 - Business Licenses, Licenses, and Insurance has been revised.
Please see below:

~~Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning~~

9. **Section Proposal Evaluation – Selection Criteria and Cost Proposal Form listed on page 41 and 60 has been revised. Please see the attached revised section.**

QUESTIONS AND RESPONSES

Question 1. Submission Requirements (Sect. 3.1) – We need clarification on how to submit the proposal. The RFP states that proposals are due “via Cisco WebEx” but then states six hard copies and one flash drive containing a pdf format of the proposal are due to City Hall. Please clarify the method of submission.

Answer 1. 3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than Thursday, ~~May 26th~~ , **July 7th**, 2022, at 3:00 PM, EDT ~~via Cisco WebEx~~ and must be addressed to:

REQUEST FOR PROPOSALS (RFP) NO. 2022-0006
CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281

Question 2. Section 2.9 – Section 2.9 talks about showing unit price (2.9.b), products (2.9.c), samples (2.9.d), brands and model numbers (2.9.e), specified articles and materials (2.9.f), and equivalency(2.9.g).

Answer 2. Section 2.9 Preparation of Proposals: Please disregard the following sections.
~~Section 2.9.b~~
~~Section 2.9.e~~
~~Section 2.9.d~~
~~Section 2.9.e~~
~~Section 2.9.f~~

Question 3. Section 2.37 – Please confirm that any dispute arising out of the agreement will be litigated in the Henry County Judicial Courts and not the City of Henry.

Answer 3. Please see the correction below. Section 2.37 and 3.26 Controlling Law, Venue. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the ~~City~~ **County** of Henry Judicial Courts.

- Question 4 Section 2.60 – Please confirm the commencement term of the agreement. It states in this section that it shall begin on January 1, 2021, and end on December 31, 2021. When will the agreement actually start and end? Also, please confirm that the first renewal term will start sometime after 2022 and the schedule for future renewals will be adjusted accordingly.
- Answer 4. Please see page 32 section 2.60 – As stated Multi-Year Contract Term is not applicable. Please see page 57, Exhibit I, Scope of Work for the contract term:
- AGREEMENTS The City's intent is to retain company(s) with the qualifications and staff resources necessary to perform the services outlined in this document for a minimum of one year with a maximum possibility of four (4) additional years.
- Contract Term is for one year, with an option to renew for four (4), additional, one-year periods.**
- Question 5. Please see below:
- Question 5a. Can you provide a list of potential projects being considered under this contract?
- Answer 5a. There is not a list of potential projects.
- Question 5b. Can you confirm that you require service capabilities for structural engineering, mechanical and electrical engineering, and security and monitoring in this contract as described in the Scope of Work paragraph 7?
- Answer 5b. The City will require a firm that has structural, mechanical, and electrical engineering capabilities. The City is also looking for firms that have knowledge of access control and security monitoring installation
- Question 6. Will the City be posting Pre-Bid attendance?
- Answer 6. No. Due to Covid-19, the Pre-Proposal Conference, or any other information session (if indicated in the schedule of events) is held via teleconference on Web-EX.

- Question 7. Section 3.2 Overview of Proposal Requirements
- Question 7a. Page 36: Provide details of how Managers/Lead Crew Workers shall use their Experience and training to prevent, detect and control adverse conditions. Describe in detail the method to be used for physically inspecting On-Call Engineering Services. What is meant by “physically inspecting On-Call Engineering Services”?
- Answer 7a. Provide details of how Managers/Lead Crew Workers shall use their experience and training to prevent, detect and control adverse conditions. ~~Describe in detail the method to be used for physically inspecting On-Call Engineering Services.~~
- Question 7b. Page 36: Availability of Key Personnel - What project?
- Answer 7b. Section 3 (II) Page 36 has been revised.
~~II. Availability of Key Personnel Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the proposed Project Manager and their support team:~~
~~a. Percentage of time key personnel will spend on this project; and~~
~~b. Current workload of key personnel.~~
C. Please list contractor's licenses, certifications, and education qualifications as it relates to City of Stockbridge On-Call Engineering Services.
- Question 7c. Are you asking for a list of all projects both completed and active with approximately percent complete?
- Answer 7c. Section 8, page 39: Recent, Current, and Projected Workloads of Firms has been revised.

List all current clients, during the past five (5) years, ~~both completed and active~~ with approximate percent completed, similar in size as the City of Stockbridge.

- Question 8. Scope of Work
- Question 8a. Page 47: Interested teams are required to have the ability to provide services in The following disciplines:
E. Security and monitoring
Please provide clarification on what is meant. Are we to provide site security and monitoring services?
- Answer 8a. The City is also looking for firms that have knowledge of access control and security monitoring installation.
- Question 8b. Page 48: Additional services that may be required to be part of Engineer's core Team may include:

J. Prepare annual stormwater and sanitation billing documents.

Please provide clarification. Are you requesting the consulting engineer Prepare billing documents to be sent to your customers?
- Answer 8b. The engineering firm will prepare the billing files that are submitted to the Henry County Tax Commissioner to be used for the billing of the City's stormwater and sanitation customers.
- Question 9. Cost Proposal Form:
- Question 9a. What are the units? Are we supposed to assume a certain number of hours? How many hours are we expected to provide?
- Answer 9a. The price is per hour. The cost of the classification hourly rate. Please see the revised cost proposal form.
- Question 9b. Total Cost for Hourly Services: How many hours are we expected to provide?
- Answer 9b. The price is per hour. The cost of the classification hourly rate. Please see the revised cost proposal form.
- Question 9c. What if we have additional employee categories not listed on the cost proposal form? Can we provide a list of those in a separate page?
- Answer 9c. Proposers can provide a list of additional services on a separate sheet, for informational purposes.

Question 10. Insurance and Risk Management Provisions

We did not see any requirement for Professional Liability coverage (commonly known as “Errors & Omissions Insurance”). Should we assume that coverage is required? If so, in what amount? It is customary to require \$1,000,000 per claim, \$2,000,000 annual aggregate.

Answer 10. Please see the revised insurance requirements. Please disregard previous insurance requirements as listed in the referenced solicitation.

Insurance - The successful consult agrees to maintain in full force at all times during the contract term the following coverages. Provide documentation for this requirement.

- **Statutorily required Worker compensation insurance**
- **Liability insurance, with an endorsement naming the City as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate**
- **Automobile liability insurance, with an endorsement naming the City as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.**
- **Professional Liability insurance.**
- **Errors and Omission insurance**

Question 11. Section 2.25 – This appears to be boilerplate language for a construction or materials Purchase contract and is not applicable for a professional services contract. The title says “Not Applicable” so we are assuming this can be ignored.

Answer 11. As indicated, Section 2.25 is not applicable to this solicitation.



City of Stockbridge Purchasing Division

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

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CARTER & SCOPE, INC.

Name of Company / Firm / Organization

MARTIN C. BOYD, P.E. / PRESIDENT

Printed Name of Authorized Rep. / Title

M/C Boyd

Signature of Authorized Representative / Date

FALCON DESIGN

CIVIL ENGINEERING ♦ LAND PLANNING ♦ SURVEYING
CONSTRUCTION MANAGEMENT ♦ LANDSCAPE ARCHITECTURE
WWW.FDC-LLC.COM

TRANSPORTATION &
CIVIL DESIGN



SURVEYING &
GIS MAPPING



WATER/WASTEWATER &
STORMWATER MANAGEMENT



MUNICIPAL PLANNING &
LANDSCAPE ARCHITECTURE



CONSTRUCTION ADMIN. &
PROGRAM MANAGEMENT



City of Stockbridge, GA



RFP No. 2022-0006
On-Call General Engineering Services

July 7, 2022



City of Stockbridge Purchasing Division

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

ADDENDUM NO. 1

Solicitation No.: REQUEST FOR PROPOSAL (RFP) NO. 2022-0006

Solicitation Title: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

☐

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

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☐

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CLARIFICATIONS

1. **Please see the attached Reference Verification Form.**



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4640 North Henry Boulevard
Stockbridge, Ga 30281

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp . All other terms, conditions, and specifications of the solicitation remain unchanged.

Falcon Design Consultants, LLC

Name of Company / Firm / Organization

John Palmer, President

Printed Name of Authorized Rep. / Title

 7/7/22
Signature of Authorized Representative / Date

ADDENDUM NO. 2

Solicitation No.: REQUEST FOR PROPOSAL (RFP) NO. 2022-0006

Solicitation Title: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

ATTENTION ALL POTENTIAL BIDDERS:

☐

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☒

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☒

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. RFP Due Date has changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, ~~May 26th~~ **July 7th**, 2022.
2. The deadline for questions has not changed. The deadline for questions was Friday, May 6th, 2022 (12:00 noon, EDT)

CLARIFICATIONS

1. Section 4, page 37 has been revised.

Section 4 – Past Performance - Describe proposer's experience in ~~renovation of buildings/community centers~~ **On-Call General Engineering Services** for the past five (5) years regarding the proposer.

2. Section 5, page 37 has been revised.

Project Approach Proposer shall describe their approach in the On-Call Engineering Services for the City as identified in the Scope of Work (Exhibit I). ~~and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the On-Call Engineering Services.~~

Technical Approach/Services:

- a. Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced, and licensed individuals in the areas of **On Call General Engineering Services** ~~commercial office renovations.~~
- b. ~~Include a listing of the City's responsibilities and the Responder's responsibilities required to complete the project; and c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.~~

3. Section 11 - Business Licenses, Licenses, and Insurance has been revised.

~~Wrecker service~~ **On-Call General Engineers for this service** will have a current business license and be in compliance with the local jurisdictions zoning

4. Please see the revised Indemnification and Hold Harmless Agreement section. Please disregard the hold harmless section on page 75.

To the fullest extent of the law, Contractor shall indemnify, release, and hold harmless the City, its elected officials, employees, Sub-Contractors, successors, assigns and agents from and against any and all liability or claims for damages, costs, expenses (including reasonable attorney's fees and expenses incurred by the City or any of its elected officials, employees, Sub-Contractors, successors, assigns and agents), to the extent caused by, resulting from, grounded in or based on, wholly or partially, the alleged or actual negligence, recklessness, or intentionally wrongful conduct, including, but not limited to, employment discrimination or any other type of discrimination, harassment or retaliation, of the Contractor or other persons employed or utilized by Contractor in the performance of this Contract.

If Contractor's services are delayed by reason of ordinary negligence or the breach of any provision of this Contract on the part of the Contractor, Contractor shall indemnify the City against all reasonable costs, expenses, liabilities, or damages resulting from such delay. In addition, Contractor shall provide accelerated services at its own expense to make up time lost because of such delay.

Contractor further agrees to indemnify, release, and hold harmless the City, its elected officials, employees, Sub-Contractors, successors, assigns and agents from and against any and all liability or claims for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

This indemnification obligation extends to the successors and assigns of the Contractor and survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. Notwithstanding any provision in this Contract to the contrary, in no event shall the indemnification obligations of Contractor prescribed by this Contract exceed that which is authorized pursuant to Code Section 13-8-2 of the Official Code of Georgia Annotated.

5. Please disregard Section 2.27, 2.17, 2.24, 3.10, 3.16, and 3.20.
6. Please disregard Section 2.15 a. and 3.8 a. Codes, Permits, Fees, Licenses and Law. Please disregard Paragraphs 3.4 to 3.37.

7. Page 39 - Financial Information has been revised, please see below:

The Procurement Division is concerned about proposers' financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the Procurement Division reserves the right to perform additional due diligence in this area, at the sole discretion of the Division, prior to award of any contract

8. Page 40 - Section 11 - Business Licenses, Licenses, and Insurance has been revised. Please see below:

~~Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning~~

9. **Section Proposal Evaluation – Selection Criteria and Cost Proposal Form listed on page 41 and 60 has been revised. Please see the attached revised section.**

QUESTIONS AND RESPONSES

Question 1. Submission Requirements (Sect. 3.1) – We need clarification on how to submit the proposal. The RFP states that proposals are due “via Cisco WebEx” but then states six hard copies and one flash drive containing a pdf format of the proposal are due to City Hall. Please clarify the method of submission.

Answer 1. 3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by the City in a sealed package no later than Thursday, ~~May 26th~~, **July 7th**, 2022, at 3:00 PM, EDT ~~via Cisco WebEx~~ and must be addressed to:

REQUEST FOR PROPOSALS (RFP) NO. 2022-0006
CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES
City of Stockbridge, City Hall
Procurement Division
4640 N. Henry Blvd., Stockbridge GA 30281

Question 2. Section 2.9 – Section 2.9 talks about showing unit price (2.9.b), products (2.9.c), samples (2.9.d), brands and model numbers (2.9.e), specified articles and materials (2.9.f), and equivalency(2.9.g).

Answer 2. Section 2.9 Preparation of Proposals: Please disregard the following sections.
~~Section 2.9.b~~
~~Section 2.9.c~~
~~Section 2.9.d~~
~~Section 2.9.e~~
~~Section 2.9.f~~

Question 3. Section 2.37 – Please confirm that any dispute arising out of the agreement will be litigated in the Henry County Judicial Courts and not the City of Henry.

Answer 3. Please see the correction below. Section 2.37 and 3.26 Controlling Law, Venue. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the ~~City~~ **County** of Henry Judicial Courts.

Question 4 Section 2.60 – Please confirm the commencement term of the agreement. It states in this section that it shall begin on January 1, 2021, and end on December 31, 2021. When will the agreement actually start and end? Also, please confirm that the first renewal term will start sometime after 2022 and the schedule for future renewals will be adjusted accordingly.

Answer 4. Please see page 32 section 2.60 – As stated Multi-Year Contract Term is not applicable. Please see page 57, Exhibit I, Scope of Work for the contract term:

AGREEMENTS The City's intent is to retain company(s) with the qualifications and staff resources necessary to perform the services outlined in this document for a minimum of one year with a maximum possibility of four (4) additional years.

Contract Term is for one year, with an option to renew for four (4), additional, one-year periods.

Question 5. Please see below:

Question 5a. Can you provide a list of potential projects being considered under this contract?

Answer 5a. There is not a list of potential projects.

Question 5b. Can you confirm that you require service capabilities for structural engineering, mechanical and electrical engineering, and security and monitoring in this contract as described in the Scope of Work paragraph 7?

Answer 5b. The City will require a firm that has structural, mechanical, and electrical engineering capabilities. The City is also looking for firms that have knowledge of access control and security monitoring installation

Question 6. Will the City be posting Pre-Bid attendance?

Answer 6. No. Due to Covid-19, the Pre-Proposal Conference, or any other information session (if indicated in the schedule of events) is held via teleconference on Web-EX.

- Question 7. Section 3.2 Overview of Proposal Requirements
- Question 7a. Page 36: Provide details of how Managers/Lead Crew Workers shall use their Experience and training to prevent, detect and control adverse conditions. Describe in detail the method to be used for physically inspecting On-Call Engineering Services. What is meant by “physically inspecting On-Call Engineering Services”?
- Answer 7a. Provide details of how Managers/Lead Crew Workers shall use their experience and training to prevent, detect and control adverse conditions. ~~Describe in detail the method to be used for physically inspecting On-Call Engineering Services.~~
- Question 7b. Page 36: Availability of Key Personnel - What project?
- Answer 7b. Section 3 (II) Page 36 has been revised.
~~II. Availability of Key Personnel Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the proposed Project Manager and their support team:~~
~~a. Percentage of time key personnel will spend on this project; and~~
~~b. Current workload of key personnel.~~
C. Please list contractor's licenses, certifications, and education qualifications as it relates to City of Stockbridge On-Call Engineering Services.
- Question 7c. Are you asking for a list of all projects both completed and active with approximately percent complete?
- Answer 7c. Section 8, page 39: Recent, Current, and Projected Workloads of Firms has been revised.

List all current clients, during the past five (5) years, ~~both completed and active with approximate percent~~ **completed, similar in size as the City of Stockbridge.**

- Question 8. Scope of Work
- Question 8a. Page 47: Interested teams are required to have the ability to provide services in The following disciplines:
E. Security and monitoring
Please provide clarification on what is meant. Are we to provide site security and monitoring services?
- Answer 8a. The City is also looking for firms that have knowledge of access control and security monitoring installation.
- Question 8b. Page 48: Additional services that may be required to be part of Engineer's core Team may include:

J. Prepare annual stormwater and sanitation billing documents.

Please provide clarification. Are you requesting the consulting engineer Prepare billing documents to be sent to your customers?
- Answer 8b. The engineering firm will prepare the billing files that are submitted to the Henry County Tax Commissioner to be used for the billing of the City's stormwater and sanitation customers.
- Question 9. Cost Proposal Form:
- Question 9a. What are the units? Are we supposed to assume a certain number of hours? How many hours are we expected to provide?
- Answer 9a. The price is per hour. The cost of the classification hourly rate. Please see the revised cost proposal form.
- Question 9b. Total Cost for Hourly Services: How many hours are we expected to provide?
- Answer 9b. The price is per hour. The cost of the classification hourly rate. Please see the revised cost proposal form.
- Question 9c. What if we have additional employee categories not listed on the cost proposal form? Can we provide a list of those in a separate page?
- Answer 9c. Proposers can provide a list of additional services on a separate sheet, for informational purposes.

Question 10. Insurance and Risk Management Provisions

We did not see any requirement for Professional Liability coverage (commonly known as "Errors & Omissions Insurance"). Should we assume that coverage is required? If so, in what amount? It is customary to require \$1,000,000 per claim, \$2,000,000 annual aggregate.

Answer 10. Please see the revised insurance requirements. Please disregard previous insurance requirements as listed in the referenced solicitation.

Insurance - The successful consult agrees to maintain in full force at all times during the contract term the following coverages. Provide documentation for this requirement.

- **Statutorily required Worker compensation insurance**
- **Liability insurance, with an endorsement naming the City as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate**
- **Automobile liability insurance, with an endorsement naming the City as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.**
- **Professional Liability insurance.**
- **Errors and Omission insurance**

Question 11. Section 2.25 – This appears to be boilerplate language for a construction or materials Purchase contract and is not applicable for a professional services contract. The title says "Not Applicable" so we are assuming this can be ignored.

Answer 11. As indicated, Section 2.25 is not applicable to this solicitation.



City of Stockbridge Purchasing Division

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

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Falcon Design Consultants, LLC

Name of Company / Firm / Organization

John Palmer, President

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date

7/7/22

REVISED
COST PROPOSAL AND EVALUATION CRITERIA

CLASSIFICATION	2022 Hourly Billing Rate	2023 Hourly Billing Rate	2024 Hourly Billing Rate	2025 Hourly Billing Rate
Principal Engineer	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Senior Manager	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Project Manager	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Senior Designer	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Project Engineer	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Appraiser	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
CAD Technician	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Mapping Technician	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Licensed Surveyor	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
2- Person Survey Team	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
3- Person Survey Team	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Senior Inspector	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Inspector	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Cost Estimator	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
CAD Drafter	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Information System Professional	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour
Clerical	\$ /Per hour	\$ /Per hour	\$ /Per hour	\$ /Per hour

The cost proposal shall be based on the labor categories and qualifications. The Consultant shall identify hourly rates by labor category. Rates shall be fully burdened billing rates to include all overhead and profit, at the prime and sub-consultant levels. Hourly rates shall be provided for each of the four (4) years (one year contract with the option to renew for four (4) additional one year period Agreement. Labor rates to be included in the Services Agreement will be negotiated with the selected Consultant based on its Proposal and the City's analysis of the labor rate proposals submitted by all Consultants.

REVISED
COST PROPOSAL AND EVALUATION CRITERIA

The rates are to remain set at these levels for 1- year, the initial term

1. All cost shall be included in the Billing Rates you provide. No separate payment will be allowed for office space, supplies, transportation, etc.
2. There shall be no Billing Rate escalation for the life of the Contract.

REVISED
COST PROPOSAL AND EVALUATION CRITERIA

Weight/Points	Item
30	Firms Qualifications and Experience , and Reference - Professional Capabilities - Engineer must not be subject to a material adverse condition, such as pending litigation. - Please provide a narrative describing your firm's experience in providing relevant on-call engineering services. - Proposers are advised that it is a proposer's obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the City
40	Technical Approach/Project Management Proposer shall describe their approach to the City as identified in the Scope of Work (Exhibit I) and A reasonable timeline based on general conditions and project objectives. - Overall project management approach and methodology. - Schedule, quality, and cost control procedures. - Project tracking and performance monitoring procedures. - Project progress reporting procedures.
30	Project Organization, Personnel and Staffing - Principal in Charge - Project Manager - Key technical personnel; and - Staffing level/Organizational chart 1) Include names, titles, fields of expertise, and relevant experience for all proposed personnel and staff. Resumes can list licenses and certificates. 2) Services proposed to be provided. 3) Percent availability to work on this contract. 4) Sub-consultants required to perform proposed services. 5) Team organization, including project role/function chart. 6) Total relevant human resource availability throughout agreement term (anticipated to be at least three years), particularly for the project manager and key personnel.

REVISED
COST PROPOSAL AND EVALUATION CRITERIA

~~Total points awarded for price will be determined by applying the following formula:~~

$$\text{(Lowest Overall Cost / Proposer's Price)} \times 50 = \text{Price Score}$$

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

Cost Proposal – Proposal Fee Schedule (above). Cost Proposal will become part of the Services Agreement, following negotiations, if a Services Agreement is awarded pursuant to this procurement. The intent of Cost proposal is to set forth the negotiated agreement between the successful Proponent, if any, and the City concerning the base employee classifications required to provide Services under the Services Agreement and the fully burdened hourly billing rates applicable to actual Services provided by such employees.

The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for "RFP No. 2022-0006, City of Stockbridge ON-CALL ENGINEERING SERVICES on the outside of the envelope. Responders are required to submit their costs on Cost Proposal Forms Responder shall not alter the cost proposal form.



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Section 1:

Letter of Transmittal



July 7, 2022

City of Stockbridge City Hall
Procurement Division
4640 N. Henry Blvd.
Stockbridge, GA 30281

Re: RFQ #2022-0006 – On-Call General Engineering Services

Falcon Design Consultants, LLC (FDC) is pleased to submit this proposal in response to RFQ# 2022-0006, *On-Call General Engineering Services for the City of Stockbridge*. We look forward to the opportunity to once again working with the City of Stockbridge by being selected as an on-call engineer. FDC understands the scope, size, and complexity of the range of project types that the City of Stockbridge has for the foreseeable future. FDC has a qualified professional staff that can assist with providing general consulting services including, but not limited to; civil engineering, surveying, management of Capital Improvement Projects (CIPs), project design (water, sewer, stormwater, and roadway infrastructure), construction support, and other civil engineering and/or community development projects deemed necessary by the City. FDC is an experienced team that can deliver these services in a professional and comprehensive manner.

Range of Skills: FDC utilizes the latest technologies throughout our services in order to provide the most accurate and reliable data collection, analysis, and design for our clients.

Experience: FDC understands the realities of engineering design and the importance of formulating realistic and achievable goals. Our team is known for its unique design approach, client responsiveness, detailed in-house review, value engineering, and the ability to manage projects from beginning to end.

Local Vendor: FDC qualifies for the Local Performance Bonus as we qualify to be considered local to the City of Stockbridge. Our company's headquarters is located in Stockbridge, GA, which will allow our team close proximity to the subject project(s). FDC also holds the most recent on-call contract for general engineering services for the City of Stockbridge.

The designated point of contact for this project will be Adam L. Price, PE, Managing Partner. He is based out of our Stockbridge office and can be contacted via email at aprice@fdc-llc.com, or by phone at 770.389.8666. Any correspondence and/or communications regarding this project should be directed to him. We understand and value the level of trust and confidence that will be placed with FDC upon selection, and we promise a relationship with the City of Stockbridge that is supportive, inclusive, and protective. We hope you will enjoy reviewing the information that follows, as we present our qualifications, project experience, professional support, capabilities, and leadership team in more detail. We look forward to assisting the City of Stockbridge with this *On-Call General Engineering Services* opportunity. If you have any questions or would like to discuss any aspect of our proposal, please do not hesitate to contact our office at 770.389.8666.

Sincerely,

Falcon Design Consultants, LLC

Adam L. Price, P.E.
Managing Partner

John Palmer
President

Section 2:

Executive Summary



City of Stockbridge, GA
RFQ #2022-0006 - On-Call General Engineering Services
July 7, 2022

Executive Summary

Company Name:

Falcon Design Consultants, LLC

Company Address:

Stockbridge Office (Parent Company)
235 Corporate Center Drive, Suite 200
Stockbridge, GA 30281
tel. 770-389-8666, Fax. 770-389-8656
www.fdc-llc.com

Newnan Office
40 Greenway Court, Suite A
Newnan, GA 30265
tel. 770-755-7978

Cumming Office
500 Pirkle Ferry Road, Suite C
Cumming, GA 30040
tel. 678-807-7100

Primary Contact:

Adam L. Price, PE, Managing Partner
tel. 770-389-8666, email: aprice@fdc-llc.com

Full-Time Employees:

65 Employees

Company's Approach and Corporate Structure:

Falcon Design Consultants, LLC, (FDC), was founded in 2006 as a Limited Liability Corporation with Georgia as its State of Residency. FDC provides full-service civil engineering, surveying, planning, landscape architecture, and construction management services. Falcon Design Consultants is headquartered in Stockbridge, Georgia, with two satellite offices located in the City of Cumming, and City of Newnan, Georgia. Established in 2006, (16 years in business), the firm is identified by the State of Georgia as an LLC, and is led by Adam L. Price, PE. The *RFP No. 2022-0006, On-Call General Engineering Services for the City of Stockbridge* will be performed and projects will be managed from the parent office located in Stockbridge, Georgia, with a close proximity to the proposed projects. Recognized as one of the largest full-service civil engineering firms south of the I-20 corridor, we can manage all of your projects from beginning to end. Our consulting services include; civil engineering, transportation engineering, surveying, GIS, construction administration, planning, and landscape architecture. Our project coordination and design abilities have provided many Cities and Counties substantial cost savings throughout their projects. We are committed to providing excellent service and ensuring compliance with all state and federal jurisdictional requirements.

Section 3:

Project Team Qualifications

Key Personnel



City of Stockbridge, GA
RFQ #2022-0006 - On-Call General Engineering Services
May 26, 2022

Project Team Qualifications/Key Personnel

G.A. “Skip” Layton, Jr.
Director of Municipal Services

EXPERTISE

Construction Management
Bid Documents & Specifications
Procurement
Contract Management

EDUCATION

Macon College
Associates Degree - Engineering

PROFESSIONAL EXPERIENCE

35+ Years Experience

PROFESSIONAL LICENSURE

HAZWOPER Supervisor
(O.S.H.A.)
Level 1A GSWCC Cert. No.
0000075901

Skip is the Director of Municipal Services for Falcon Design Consultants, with more than 35 years of experience in construction management, bid documents, design specifications, construction oversight, and project design.

Project Experience

City of Stockbridge, GA, South Berry Street Pedestrian Improvements Phase I & II
FDC provided construction administration and oversight for a sidewalk along South Berry Street. Coordinated design support services to eliminate location conflicts. Identified site constraints including topography, existing driveway cuts, utilities, lighting, and drainage systems. Coordinated with all design entities and support services to keep project on schedule. Assisted owner in pre-bid meeting to ensure that requests for information, clarification, or substitutions were responded to in a timely manner. Issued bid proposal and specifications, received and certified all bid responses, reviewed and evaluated bids with design professionals, and provided recommendations to the City. Reviewed all pay requests to ensure compliance with GDOT policies and procedures for LMIG program and City’s procurement department.

City of Stockbridge, GA, LMIG13, LMIG14, LMIG15 & LMIG16 Transportation Improvement Projects

Transportation projects that encompass the milling and resurfacing of local roads within the City of Stockbridge. Established and managed a written schedule for each project including milestones achieved, existing status, and potential delays. Coordinated all design entities to keep project moving forward. Managed required material testing and contractor QA/QC measures. Oversight of pavement evaluation and boring recommendations, bridge lift remediation for base failures, construction material estimating, traffic control plans, bid documents, bid letting, QA/QC and construction observation.

City of Stockbridge, GA, Smith Barnes Sanitary Sewer Rehabilitation

The City of Stockbridge proposed to rehabilitate the sanitary sewer collection system within the Smith - Barnes sanitary sewer basin. The sanitary sewer collection system is comprised of approximately 5.4 miles of 8-inch gravity sewer collection mains that were constructed out of varying materials. There were approximately 103 sanitary sewer man-holes installed at the junctions of these 8” collection mains. All of the sewers flow to an existing duplex pumping station. All sewage from the basin is then pumped approximately 0.9 miles north in a force main that terminates on the north side of North Henry Boulevard. The first phase of the project was to identify problems within the system by use of high-pressure line cleaning and CCTV (Closed Circuit Television). Phase II of the project included development of the project maps to identify areas that required cleaning and access modifications, creation of contract bid documents for the City’s CDBG, construction management, and final report.

City of Cochran, GA, Recreation Department 48” Stormwater Repair

Conducted miscellaneous meetings for City Council, City Staff and general administrative duties. Developed a comprehensive set of engineered plans and specifications that included base maps, plan sheet development, notes and details. FDC provided bidding assistance including advertisement, issuance of plans and specifications to contractors, recommendation of award to City Council, on site project review, photo log, progress meetings as needed and construction observation services.

Project Team Qualifications/Key Personnel

Adam L. Price, PE

Managing Partner/ Project Manager

EXPERTISE

General Engineering Design
Financial Management
Scheduling

EDUCATION

Georgia Institute of Technology
B.S. in Civil Engineering

PROFESSIONAL EXPERIENCE

20 Years Experience

PROFESSIONAL LICENSURE

GA Engineer #030440
NC Engineer #031398
AL Engineer #27368
SC Engineer #24855
MO Engineer #2007034082
UT Engineer
#6827393-2202
Level II GSWCC Design
Professional #9371

PROFESSIONAL AFFILIATIONS

Henry County Chamber of
Commerce
GA Society of Professional
Engineers
American Society of Professional
Engineers

Adam has over 20 years of experience working within the engineering and construction management industry. Adam has designed and managed various municipal construction projects including; educational facilities, fire stations, public safety buildings, CDBG projects, TE projects, water/wastewater improvements, drainage, parks and transportation projects. Adam will serve as the Project Manager for this project and will be responsible for all aspects of the successful implementation and management of the On-Call Engineering Services.

Project Experience

Hillcrest Road Improvements, City of Lilburn, GA

Engineer of record and responsible for overseeing vertical and horizontal design per latest AASHTO & GDOT standards for a 700 linear foot pedestrian pathway located in Lilburn, Georgia. The project design necessitated the acquisition and preparation of survey right-of-way and easement plats. FDC also performed field run topographic and as-built survey information for the design of the project. The project was a CDBG funded pathway for the City of Lilburn.

Strong Rock Christian School Master Plan, City of Locust Grove, GA

FDC has taken this project from concept to implementation beginning with the construction of the Strong Rock Christian School Campus. FDC performed everything from survey staking to FF&E design, layout, and installation on behalf of the owner/developer. FDC provided contract documents and technical specifications, project bidding, review of bidders qualifications and references, made recommendation of award, coordinated executed contracts, preconstruction meetings and construction oversight, as well as, reviewed and approved the field modifications, change orders, pay applications and assisted owner with all facets of the project through closeout.

City Hall Turnaround and Parking, City of Stockbridge, GA

Construction manager responsible for design support for various tasks including; demolition, paving, landscaping, masonry barriers and handicap access, development of contract documents and technical specifications, project bidding, bidder qualifications and references, recommendation of award, and coordination of executed contracts. Coordinated a preconstruction conference with all applicable participants to ensure compliance with approved design plan. Reviewed project schedules and milestones with the contractor, documented and managed all records, reports, and facilitated information in accordance with schedule and funding requirements. Reviewed change orders, requests, and made recommendations for acceptance, mediation, or refusal.

Monument Park, City of Stockbridge, GA

Responsible for design support for construction of multi-story structural steel and masonry structure and public park with amenities. Coordination of multi-disciplinary professionals with development of contract documents and technical specifications to ensure compliance with approved plans. Project bid, qualification of bids, and award recommendation of project.

Project Team Qualifications/Key Personnel

Sean P. Hayes, PE

Cumming Office Director / Engineering Manager

EXPERTISE

General Engineering Design
Environmental Permitting
Municipal Coordination

EDUCATION

Southern Polytechnic State University
B.S. in Civil Engineering

PROFESSIONAL EXPERIENCE

20 Years Experience

PROFESSIONAL LICENSURE

GA Engineer #033637
NC Engineer #036054
Level II GSWCC Design Professional

PROFESSIONAL AFFILIATIONS

GA Society of Professional Engineers
American Society of Professional Engineers
National Society of Professional Engineers

Sean has over 20 years of experience managing and directing numerous multi-disciplinary construction projects for municipal clients throughout Georgia. His extensive experience in project management includes transportation, infrastructure, and vertical construction projects. He is proficient with the requirements associated with local, state, and federal permitting and managing projects with prescribed schedules, deadlines, and budgets.

Project Experience

City of Fairburn Downtown Plaza, City of Fairburn, GA

Design engineer responsible for site design and project coordination for an outdoor amphitheater project consisting of stage, pervious paver parking, landscaping and restroom facilities. Project included coordination with the City, local business owners, and local theatre group.

Manor on Broad Street, City of Fairburn, GA

Design engineer responsible for design and project coordination for an EarthCraft Communities certified 88-bed senior living facility situated behind the City of Fairburn Police and Fire Department buildings. Project included design and coordination with GDOT, local utility companies, City Police Department, City Fire Department, as well as the City of Fairburn. Project included public outreach to facilitate design charrette with the City and stakeholders. Reviewed and reported public input, questions, and decisions reached at design charrette.

North Hill Street Corridor & City of Griffin LCI Project, City of Griffin, GA

Sean provided oversight, design, and project coordination in implementing the results and recommendations of the Livable Centers Initiative (LCI) grant through this high priority project in Griffin's Historic Downtown District, listed on the National Register of Historic Places. During the concept development phase of the project, FDC coordinated objections on the City's behalf that successfully mitigated GDOT policies and standards in order to preserve and maintain the existing historic urban corridor within its commercial district. Responsibilities included implementing complete streets/context sensitive design techniques such as shared lanes for bicycles and automobiles, traffic calming measures, access management, intersection bump-outs, bicycle parking racks, street furniture, improved pavement markings and wayfinding signage.

Shoal Creek Manor, City of Locust Grove, GA

Shoal Creek Manor is a corridor-loaded, three and four split level building. This project was built under the requirements of the EarthCraft Multi-Family and Communities Programs. Responsible for design, utility coordination, sanitary sewer extension plans, and construction administration. Reviewed project workmanship, compiled punch list for deficiencies and assisted with field changes and project modifications. Coordinated with contractor and design professionals for as-built record documents. Prepared written reports and coordinated deliveries in hardcopy and electronic formats.

Downtown Pedestrian Improvements, City of Stockbridge, GA

Responsible for client liaison, contract management, construction management and CDBG program management related to the renovation portion of Stockbridge's historic downtown pedestrian corridor.

Project Team Qualifications/Key Personnel

Tyler Price, PE
Engineering Manager

EXPERTISE

Transportation Engineering Design
Utilities Coordination

EDUCATION

Georgia Institute of Technology
B.S. in Civil Engineering

PROFESSIONAL EXPERIENCE

13 Years Experience

PROFESSIONAL LICENSURE

GA Engineer #037614
Level II GSWCC Design
Professional #69300

PROFESSIONAL AFFILIATIONS

GA Society of Professional
Engineers

Tyler is an Engineering Project Manager for Falcon Design with more than 13 years of experience in civil engineering, transportation design, utility coordination and hydro studies. Tyler was employed by Henry County Department of Transportation for 7 years prior to employment with Falcon Design, where he provided utility oversight, paving coordination, scheduling and inspections.

Project Experience

Civil Engineer, Henry County Department of Transportation

As an engineer with the Henry County DOT, Tyler served as both utility and paving coordinator during his tenure. He oversaw the design and construction of over 100 culverts throughout the county. These ranged in sizes from 18" pipes to 10' x 10' box culverts. As utility coordinator, he was responsible for permitting new utilities and utility construction oversight. Performed paving and coordinator duties and was responsible for scheduling inspections and LMIG applications and budgets.

Henry County DOT Culvert Experience *

91 Panola Road: Multiple barrel culvert replacement project for 1.16 square mile drainage basin of perennial stream just west of SR 155.

1117 Stagecoach Road: Multiple barrel culvert replacement project for a 90-acre drainage basin of perennial stream on Stagecoach Road just east of the Clayton County line.

Cross Creek Way: Multiple perennial stream crossings on Cross Creek near the top of Birch Creek.

John Wesley Way at Lake Dow Road

Stormwater improvement project to improve flooding conditions at the intersection of John Wesley Way and Lake Dow Road. Work consisted of adding a cross drain under John Wesley Way and tying into the Bridleridge subdivision drainage system via a new drainage system.

SR 155 Bypass, Sandersville, GA, GDOT TIA Project, PI #245090 *

Designed culverts and closed storm systems per GDOT Drainage Manual for an approximate 4.6-mile proposed 4-lane bypass with concrete and grass medians at various segments of the project from SR 242 to SR 15. Prepared erosion control plans in accordance with the Manual for Erosion and Sediment Control in Georgia.

SR 324 Interchange, Gwinnett County, GA, GDOT Project PI #0012698*

Project Description: GDOT project adding four new ramps to create a new location, full access diamond interchange with the existing overpass of SR 324 over I-85. Responsible for quality control review for drainage plans and GDOT MS4 report. Provided ditch lining design for erosion control plans.

(* denotes career experience prior to employment with FDC)

Project Team Qualifications/Key Personnel

Todd Cosby, PE

Senior Engineer Project Manager

EXPERTISE

Stormwater Infrastructure Design
Land Development Permitting
General Engineering Design

EDUCATION

Rose-Hulman Institute of
Technology
B.S. Civil Engineering
Georgia Institute of Technology
M.S. Civil Engineering

PROFESSIONAL EXPERIENCE

17 Years Experience

PROFESSIONAL LICENSURE

GA Engineer #032682
Level II GSWCC Design
Professional #0000058948

PROFESSIONAL AFFILIATIONS

Ocmulgee Basin Advisory Council
Southeastern Stormwater
Association (SESWA)
GA Association of Water
Professionals (GAWP)

Todd Cosby is a senior engineering project manager at Falcon Design Consultants with more than 17 years of experience. He is skilled in stormwater infrastructure design, land development permitting, program management, and conflict resolution. Todd joined the Falcon Design team with a wealth of experience, skills, and abilities. Working in the Stormwater Department in Rockdale County for over 10 years provided Todd with the experience FDC was looking for to improve our host of professional abilities. Todd has extensive experience with the County and municipal understanding specific to stormwater.

Project Experience

Falcon Design Consultants, Stockbridge, GA, Senior Engineering Project Manager

- AutoCAD, HY-8, Hydraulic Toolbox, HEC-RAS, HEC-HMS, HydroCAD
- Hydra flow Hydrographs and Storm Sewers, Hydrology Studio Suite, ESRI
- ArcReader, Adobe Acrobat, Adobe Photoshop, Microsoft Office

Rockdale County Government, Principal Engineer, Department of Stormwater Management *

Director of Stormwater Management, General Engineering Manager for the Stormwater Division, Stormwater Engineer II.

- Performed and managed design, plan review, permitting, procurement, and construction activities.
- Authorized engineering reports, bid documents, contracts, ordinances, policies, forms, brochures, etc.
- Led and facilitated regulatory compliance, master planning, funding, staffing, and public relations.
- Completed the Milstead II and Lakefield Dam projects, both of which had been delayed for decades.
- Recognized as the 2015 Rockdale County Employee of the Year

Civil Engineer, D.W. Smith Design Group, McDonough, GA*

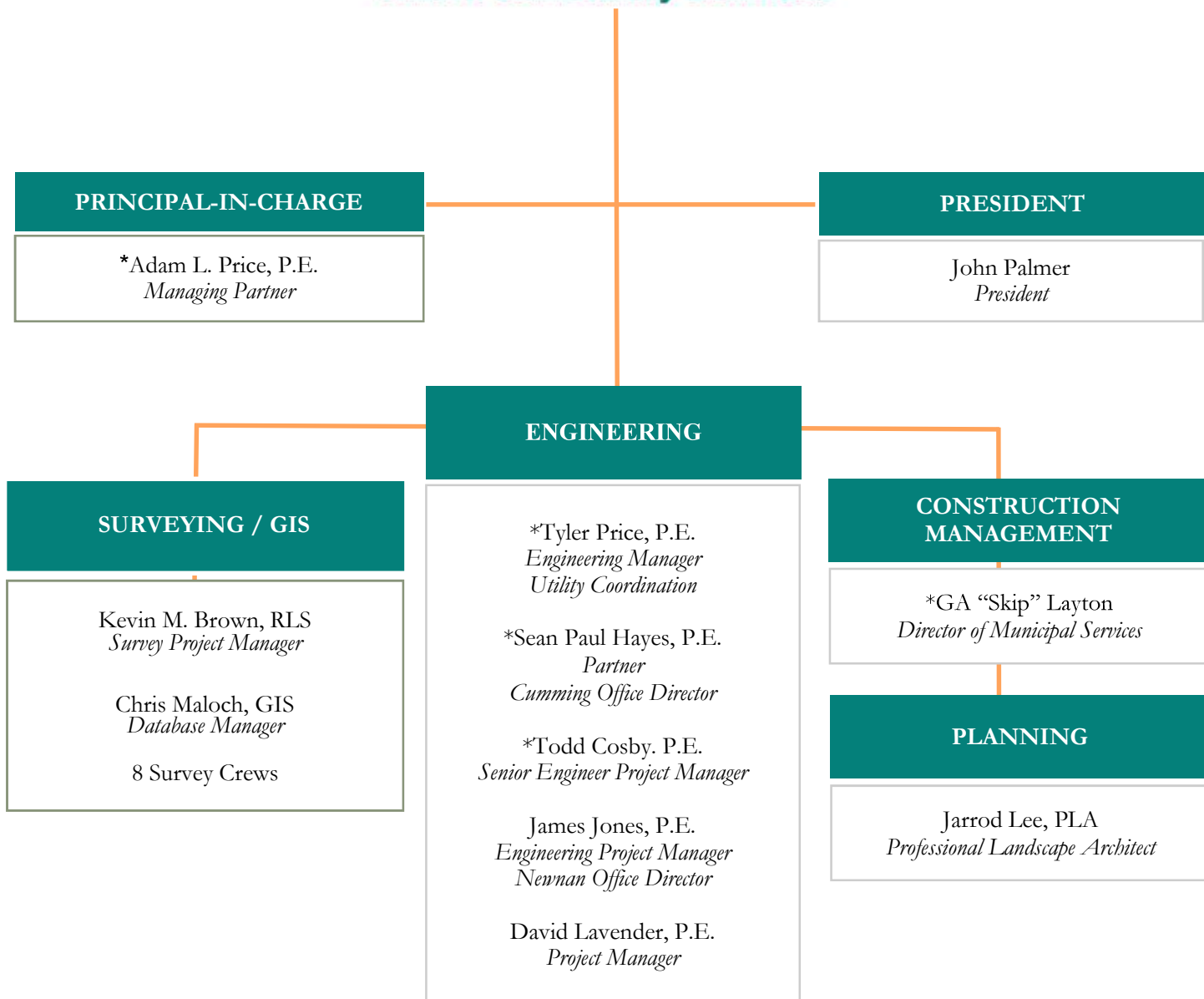
- Provided design, plan preparation, and permitting for a broad range of land development projects.
- Prepared stormwater management plans, NPDES documents, hydrology reports, and flood studies.
- Reviewed plans and hydrology reports for the Henry County Stormwater Management Department.

(* denotes career experience prior to employment with FDC)

Organizational Chart



Where Community Connects



*denotes Key Team Leaders

Availability of Key Personnel

Key Team Leader	PI/Project # for GDOT Projects/ Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
G.A. "Skip" Layton, Jr.	City of Stockbridge East Atlanta/Lee Street Roadway Improvements	Construction Manager and Project Oversight	Road Widening, New Roadway Alignment, and New Traffic Control Signals	Under Construction	30%	20 Hours
	City of Stockbridge Smith-Barnes Sewer Basin Rehabilitation	Construction Manager and Project Oversight	Construction of New Sanitary Sewer Force Main and Mitigation of Basin Inflow & Infiltration	Under Construction	50%	20 Hours
Key Team Leader	PI/Project # for GDOT Projects/ Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Adam L. Price, PE	City of Fayetteville, SR 92 Streetscape Improvements	Project Manager	Streetscape Improvements	Final Design	90%	8 Hours
	Butts County, River Park Parkway	Project Manager, Designer	6 Lane Industrial Development	Design	80%	8 Hours
Key Team Leader	PI/Project # for GDOT Projects/ Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Tyler Price, PE	LGS Industrial, LLC	Project Manager	SR 16 & I-75 Ramp Widening & Improvements	Initial Design	20%	20 Hours
	City of Locust Grove, Safety & Operation Improvements	Project Manager	Bill Gardner & I-75 Ramp Widening & Improvements	Initial Design	50%	20 Hours

Section 4:

Past Performance

Past Performance

PROJECT RESUME

Title and Location (City & State)	Year Started/Completed	
Tanger Park (Chase Maddox Park) Locust Grove, GA	2020	
PROJECT OWNER'S INFORMATION		
Project Owner	Point of Contact	Telephone Number & Email
City of Locust Grove, GA	Tim Young, City Manager 3644 Hwy 42, Locust Grove, GA 30248	770-957-5043 tyoung@locustgrovega.gov

Chase Maddox Park is the City of Locust Grove's newest and largest park. Chase Maddox Park features paved parking, two enclosed dog areas, a rubber walking track, a pavilion with public restrooms, and a grassy field for open play. Chase Maddox Park is named after Officer Chase Maddox, who was tragically killed in the line of duty in February of 2018. Falcon Design provided bidding assistance and construction management for this project. Services included; preparing contract documents and technical specifications, conducted pre-bid meeting, oversaw questions and answers, assisted City with bid opening, coordinated all design intent issues regarding contract drawings and specifications, conducted reviews of construction activity as needed for compliance with specifications, quality, current schedule, and equipment testing and training, maintained photographic records for construction activities observed during on-site visits, developed monthly project progress reports for submission to the City, developed a project RFI log and a project submittal log and assisted as needed with submittal distribution, reviewed and approved all pay applications, provided Value Engineering Analysis on an as-needed basis for project components related to cost and time savings.



Past Performance

PROJECT RESUME

Title and Location (City & State)	Year Started/Completed
Police Precinct, McDonough, GA	2019
PROJECT OWNER'S INFORMATION	

Project Owner	Point of Contact	Telephone Number & Email
City of McDonough, GA	Keith Dickerson, former City Manager at the City of McDonough	706-754-4216 kdickerson@clarkesvillega.com

Falcon Design Consultants provided civil engineering, staking, and construction administration services for the Edward “Boots” Welch Police Precinct, located in the City of McDonough. Services included interacting with the contractor as the City’s Authorized Representative to assist in maintaining the project schedule and budget, conducted project meetings as required during the construction period, provided periodic construction observations, processed pay requests, processed required change orders, responded to RFP’s, maintained project photographs and related administrative duties, assisted with the development of closeout documents in accordance with the project’s Contract Drawings and Technical Specifications.

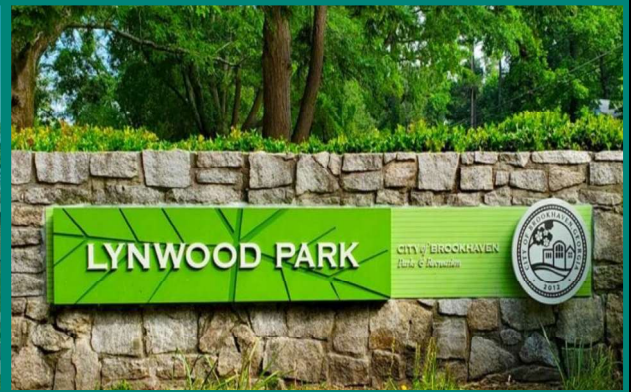


Past Performance

PROJECT RESUME

Title and Location (City & State)	Year Started/Completed	
Lynwood Recreation Center ADA Bathroom Upgrade, Brookhaven, GA	2020	
PROJECT OWNER'S INFORMATION		
Project Owner	Point of Contact	Telephone Number & Email
City of Brookhaven, GA	Brian Borden, Director of Parks & Recreation 4362 Peachtree Road, Brookhaven, GA 30319	404-637-0500 Brian.borden@brookhavenga.gov

Falcon Design was contracted by the City of Brookhaven to provide ADA regulated upgrades to the recreation center's bathrooms. FDC provided bidding assistance and construction management, developed a comprehensive set of contract documents and technical specifications, served as the clearinghouse for bidding of this project on behalf of the City of Brookhaven, maintained a "Plan Holders List," and distributed plans, addenda, and any project modifications required by the City. Conducted a preconstruction conference, addressed all written RFI's from the contractor, reviewed all product submittals from the contractor in collaboration with the approved design team to assure compliance with the contract documents, conducted necessary project meetings between the contractor, the City of Brookhaven, DeKalb County, CDBG, the approved design team and FDC to assure that the project was being constructed in accordance with the contract documents and approved contract schedule, as well as the Americans with Disabilities Act guidelines. Reviewed all periodic pay requests from the contractor and provided the City of Brookhaven with a written recommendation for payment. Developed necessary change orders and provided periodic on-site construction observations as required, submitted project updates at the end of each month to the City of Brookhaven and assisted the contractor with the development and submission of all closeout documents.



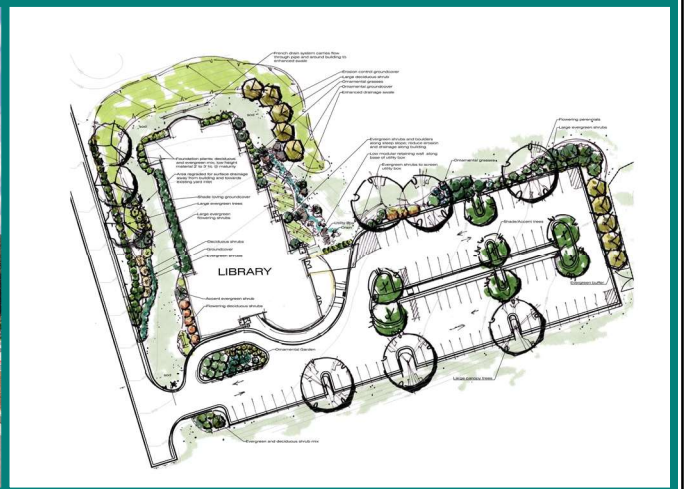
Past Performance

PROJECT RESUME

Title and Location (City & State)	Year Started/Completed
Villa Rica Public Library, Villa Rica, GA	2017
PROJECT OWNER'S INFORMATION	

Project Owner	Point of Contact	Telephone Number & Email
City of Villa Rica, GA	Tom Barber, City Manager 571 W. Bankhead Hwy., Villa Rica, GA 30180	678-840-1211 tbarber@villarica.org

Falcon Design was retained by the City of Villa Rica to provide a grading and drainage analysis report for the newly constructed library which was experiencing erosion and sediment issues. As part of the permanent mitigation plan, FDC prepared two (2) landscape concepts which were presented to the library board, City officials, and parks and recreation staff for consideration. A concept was agreed upon and the design progressed into landscape and hardscape design drawings. The overall design plan introduced drought tolerant plant material and native species in organic forms around the building. The planting plan provided multi-seasonal interest through texture, leaf color and size, varying bloom time, and use of edibles. Additionally, the landscape provided niches for small animal habitat and food sources for butterflies and hummingbirds. The design provided access for all and is designed within the provisions of the Americans with Disabilities Act (ADA).

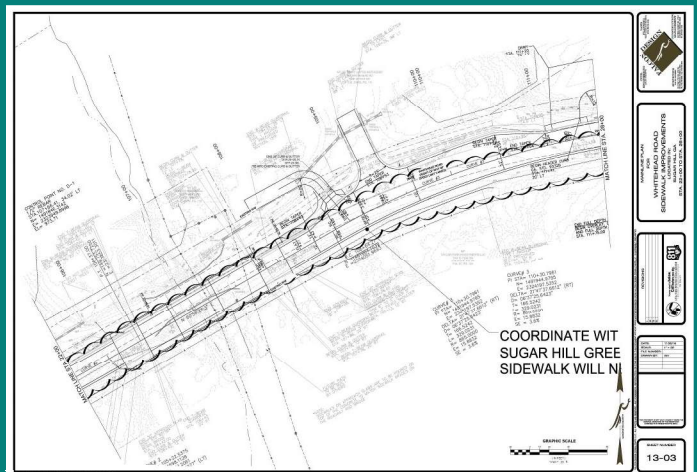


Past Performance

PROJECT RESUME

Title and Location (City & State)		Year Started/Completed
Suwanee Dam Road & Whitehead Road Sidewalk Improvements, Sugar Hill, GA		2017
PROJECT OWNER'S INFORMATION		
Project Owner	Point of Contact	Telephone Number & Email
City of Sugar Hill, GA	Troy Bessesche, Assistant City Manager 5039 West Broad Street, Sugar Hill, GA 30518	770-945-6716 tbessesche@cityofsugarhill.com

The work consists of surveying, engineering design, contract and bid services, construction management, and related services required for a complete project in accordance with the Contract Documents. This project includes but is not limited to the required erosion and sediment control, traffic control, grading and drainage, $\pm 10,600$ LF of 30" concrete curbs, $\pm 29,300$ LF of 5' wide concrete sidewalks, retaining and barrier walls, guardrail installation and replacement, stormwater structures, and related appurtenances along the project limits. The project design conforms to the regulatory guidelines of the Americans with Disabilities Act (ADA), AASHTO, GDOT, Gwinnett County DOT, and MUTCD. Project was completed on time and within budget.



Section 5:

Project Approach

Project Approach

Methodology and Approach

Falcon Design Consultants, LLC will serve the City of Stockbridge as a consulting engineer and advise and design projects related to *RFP No. 2022-0006, On-Call General Engineering Services*. All design and bidding will be performed as described in the RFP. These requests can be provided on a formal or informal basis determined by the circumstances and the wishes of the City of Stockbridge. We can provide review of existing system data and provide advice related to operations, planning, expansion, repair or other matters that may concern the City. FDC can serve on behalf of the City to provide support and recommendations for projects as it relates to planning, scope of work development, project oversight, budget/financial review and scheduling. FDC is available on short notice and will provide professional feedback and discuss ideas about current or future ideas. We are responsive, reliable, and professional. FDC is able to serve as the City's agent for Capital Improvement Projects (CIPs), provide pre-design site evaluation, master planning studies, engineering evaluations, cost estimates, schematic designs, design development, contract documents, bidding/awards, construction administration, resident project representation (RPR), and commissioning specifically requested by the City.

Project Management and Planning

For Falcon Design Consultants, quality project management and planning are deemed imperative to the successful execution and completion of any project. This is especially true for programs that rely on set funding mechanisms, budgets, timelines, schedules, manual logs, and public reviews and/or resolutions. FDC has established project management protocols that are specifically suited for on-call engineering service contracts. Our staff provides oversight at every level, ensuring each task is performed to the highest level of accuracy and accountability. With multiple licensed professionals, FDC is well-qualified to provide in-house project management and planning services.

Feasibility Studies and Technical Reports

Falcon Design Consultants is well-versed in preparing feasibility studies and preparing many types of technical reports. On behalf of the City, we have the ability to produce:

- MS4 reports for local public entities which allows them to own and operate a stormwater system which plays a key role in preventing or reducing the negative impacts of stormwater runoff into valuable water resources.
- LMIG reports which determine allocations based on the total centerline road miles for each local road system and the total population of each county or city as compared with the total statewide centerline road miles and total statewide population. The LMIG program allows local governments greater flexibility and quicker project delivery while allowing GDOT to effectively administer the program.
- Pavement evaluation, this evaluation determines pavement performance which is a function of its ability to serve traffic over a period of time. This evaluation can be used to aid in making decisions such as establish maintenance priorities, determine maintenance, rehabilitation strategies and predict pavement performance.
- Sewer/water system capacity, conditions, and evaluations to manage water/wastewater facilities.
- General engineering including feasibility studies, alternative design evaluations and construction cost estimates.
- GIS inventory/mapping to set up and help manage all of the City's essential utilities.

Local Perspective

With a staff of over 60 local professionals that live, work, and play in the area, Falcon Design Consultants is a local civil engineering firm that brings a wealth of design and construction knowledge that will help create savings to enhance the character areas and aesthetics of projects. Our team is keenly aware that we are tasked with providing designs that are cost effective during construction, as well as cost effective to maintain. With a low overhead and a strong work ethic, our business model allows us to provide quality services with costs that will benefit each project we have an opportunity to bid. FDC is functioning as the largest full-service civil engineering firm south of the I-20 corridor. At FDC, our professional team focuses on developing close relationships with our clients. We thrive on person-to-person interaction and value the ability to respond to challenges immediately. Our responsiveness is often what our clients appreciate most, in addition to our capable, veteran professional staff.

Project Approach

Project Turnaround Times

Location. Location. Location. Being located in Henry County within 5 miles of the City of Stockbridge will allow FDC the opportunity to produce designs and make decisions quicker and more accurately, while producing shorter turnaround times in project production. FDC has the ability to meet on-site or upon the call of those responsible for the projects, quickly, creating a true “on-call” experience. This presents itself as a valuable commodity with the services being rendered. FDC understands that all project sites remain under control of the City of Stockbridge. FDC will provide strict project coordination, and can provide supervision to review installation procedures, installation progress and handle any problems during construction through project completion.

Cost Savings

Project cost savings is one of Falcon Design’s most valuable characteristics. FDC has proven this ability by recently being placed on the Henry County Stormwater Consultants bid list. FDC has proved our worth to Henry County by providing bids, design and plans all within the time schedule provided, and at the best cost presented on the majority of the bid requests. FDC could boast of our cost-effectiveness, but the savings is really recognized by the Henry County tax payer with lower design costs and the highest of value engineering.

Listen and Develop Objectives and Goals

Kick-off and subsequent meetings are necessary to ensure that FDC understands the objectives and goals of the City on every project. Project scope, schedule/task milestones, and budget will be established and adhered to throughout concept and development.

Conceptual Design

FDC will use the survey database along with environmental studies to prepare a conceptual design that meets the objectives of the project. The conceptual design will include items such as the proposed layout, centerline alignments, proposed edge of pavement, proposed profile grade, major drainage structures, along with pertinent survey information such as property lines, property owners, and existing and proposed edge right-of-way.

Database Preparation

FDC will use the survey database along the environmental studies to prepare a conceptual design that meets the objectives of the project.

Section 6: Cost Proposal



City of Stockbridge, GA
RFQ #2022-0006 - On-Call General Engineering Services
July 7, 2022

Cost Proposal

Cost Proposal
Under Separate Cover

Section 7: Location



City of Stockbridge, GA
RFQ #2022-0006 - On-Call General Engineering Services
July 7, 2022

Location

Office Location:

The office location responsible for the *On-Call General Engineering Services* project will be our Stockbridge office, located at 235 Corporate Center Drive, Suite 200, Stockbridge, GA 30281. The legal firm name is Falcon Design Consultants, LLC, and the state of incorporation for our firm is Georgia. We have two satellite offices located in the City of Newnan, Georgia, as well as the City of Cumming, Georgia, with our headquarters being our Stockbridge office.

Key Firm Contacts:

Adam L. Price, PE, Managing Partner, aprice@fdc-llc.com, 770.389.8666

John Palmer, President, jpalmer@fdc-llc.com, 770.389.8666

Mike Crawford, Business Development Manager, mcrawford@fdc-llc.com, 770.389.8666



Section 8:

Recent, Current & Projected
Workloads of Firm

Recent, Current, & Projected Workload of Firm

Falcon Design Consultants provides similar design services for the following government entities:

- ◆ Clayton County On-Call Land Boundary and Topographical Surveys
- ◆ City of Stockbridge On-Call Engineering Services
- ◆ City of Sugar Hill On-Call Engineering Services
- ◆ City of Lilburn On-Call Engineering Services
- ◆ City of Fort Oglethorpe On-Call Engineering Services
- ◆ City of Fayetteville On-Call Engineering Services
- ◆ City of Hampton On-Call Engineering Services
- ◆ City of Forest Park On-Call Engineering Services
- ◆ City of Griffin North Hill Street Corridor & Historic Downtown LCI Project Concept Report, Design, and Surveying
- ◆ City of Cochran CDBG Sidewalk Project, CDBG Sanitary Sewer Extension, Construction Management, and Design
- ◆ City of Cochran GIS Database and Mapping of Existing Stormwater Infrastructure
- ◆ City of Cochran Construction Administration and Programming
- ◆ City of Cochran Concept Park Planning
- ◆ City of Cochran Surveying
- ◆ Clayton County IT Building
- ◆ City of Lilburn Hillcrest Road Pedestrian Extension Design, Milling/Overlay and Surveying
- ◆ City of Stockbridge North Berry Street Sidewalk Improvements Phase I & II Design and Construction Management
- ◆ City of Stockbridge North Davis Road and South Berry Street Pedestrian Improvements Design & Construction Management
- ◆ City of Stockbridge Reeves Creek Multi-Use Trail & Parking Facility Design
- ◆ Henry County Frog Road Design Project
- ◆ Henry County New Hope Road Design Project
- ◆ City of Thomasville South Pinetree Blvd. and Roundabout Design Project
- ◆ City of Fairburn Manor on Broad Street
- ◆ City of Fairburn Downtown Plaza Amphitheater Construction Management and Surveying
- ◆ City of McDonough Alexander Park Stormwater Facility Design, Surveying
- ◆ Clayton County Regional Burn/EVOC Facility
- ◆ City of Newnan Design Improvements for Lower Fayetteville Road Concept Report
- ◆ City of Locust Grove Historic Train Depot Porous Parking Facility Design and Sidewalk Improvements
- ◆ City of Locust Grove Tanger Park Design
- ◆ City of McDonough Hampton Street "Green Parking Lot" Design and Construction Management
- ◆ City of McDonough "Boots" Welch Police Precinct Design and Construction Management

Proposer's Financial Information



The following is the Dun & Bradstreet D-U-N-S® Number for **FALCON
DESIGN CONSULTANTS LLC**
D-U-N-S number: **014644155**

Proposer's Financial Information



May 18, 2022

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

To whom it may concern:

I, Timothy Thompson, confirm that Falcon Design Consultants, LLC has not filed a petition(s) for Federal Bankruptcy nor State Insolvency.

Sincerely,

Timothy Thompson
Accountant for Falcon Design Consultants, LLC

Subscribed and sworn before me this 18th day of May, 2022.
Notary Public: Peggy D Johnson
My Commission Expires: May 17, 2023



Section 10: Litigation



City of Stockbridge, GA
RFQ #2022-0006 - On-Call General Engineering Services
July 7, 2022

Litigation

Litigation:

Falcon Design Consultants, LLC has not been involved in any litigation in the past three years, with or within other clients. Falcon Design Consultants, LLC has no active or pending litigations. Falcon Design Consultants, LLC does not have any “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date. Furthermore, neither the firm or a principal have been issued any indictments.

Section 11:
Business License, Licenses
and Insurance

Business Licenses, Licenses, and Insurance



City of Stockbridge

4640 North Henry Boulevard Stockbridge, GA 30281
(770) 389 7900

OCCUPATIONAL TAX CERTIFICATE

Business Name: FALCON DESIGN CONSULTANTS
DBA: FALCON DESIGN CONSULTANTS

Business Type(s): 54133F ENGINEERING SVC-FLAT RATE

Business Location: 235 CORPORATE CENTER DR
STOCKBRIDGE, 30281

Mailing Address: 235 CORPORATE CENTER DR
STOCKBRIDGE, GA 30281

Owner: LARRY D. ADAMS

License Number: 2146-2018

License Type: Occupational Tax Certificate

Issued Date: 1/1/2022

Classification: Commercial

Expiration Date: 12/31/2022

Fees Paid: \$2,070.00

Uneeda Smith-Selles

Occupational Tax Department

If the business moves from the location listed then the occupational tax certificate is null and void

TO BE POSTED IN A CONSPICUOUS PLACE



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE030440

Adam Leonard Price

313 Archway Lane
Peachtree City GA 30269

Professional Engineer

EXP DATE - 12/31/2022 Status: Active

Issue Date: 06/06/2005



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

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Apply for a New License

Apply to Reinstate Your License

Request a Pocket Card or Wall Certificate

Change Your Business Mailing/Personal Address

Change Your Mailing Address

Logout

Georgia Online Licensing

<<< Please select an option from the menu on the left <<<

NOTE: If you have started, but not completed your license application or renewal process, click the **Continue** link in the **Your Licenses** section below.

Name: Todd Allen Cosby
Address: 43 Mt. Bethel Road
McDonough, GA 30252

Your Licenses

Professional Engineer	Print License		
Profession: Engineer / Land Surveyor	License Number: PE032682	License Status:	Active
Issued: 12/19/2007	Expires: 12/31/2022		



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE033637

Sean Paul Hayes
143 Riverview Dr.
Dawsonville GA 30534

Professional Engineer

EXP DATE - 12/31/2022 Status: Active
Issue Date: 12/30/2008



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE037614

Tyler Lamar Price
25 Hillock Ct
Covington GA 30016

Professional Engineer

EXP DATE - 12/31/2022 Status: Active
Issue Date: 12/13/2012

Sanctions:

Falcon Design Consultants, LLC does not have any regulatory or license agency sanctions.

Business Licenses, Licenses, and Insurance



HAVEHOL-01

GINGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waites & Foshee Insurance P.O. Box 4803 Macon, GA 31208	CONTACT NAME: PHONE (A/C, No, Ext): (478) 743-0588 FAX (A/C, No): (478) 743-0589 E-MAIL ADDRESS:
INSURED Falcon Design Consultants, LLC 235 Corporate Center Dr Ste100 Stockbridge, GA 30281	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company Of South Carolina INSURER B : Hartford Insurance Co of SE INSURER C : Travelers Casualty and Surety Company INSURER D : INSURER E : INSURER F :

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			S 2453019	1/6/2022	1/6/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EPL \$ 250,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2453019	1/6/2022	1/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			S 2453019	1/6/2022	1/6/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WECAE7L18	1/6/2022	1/6/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			107238545	3/19/2022	3/19/2023	2,000,000
A	Property			S 2453019	1/6/2022	1/6/2023	200,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
City of Stockbridge Procurement Division 4640 N. Henry Boulevard Stockbridge, GA 30281	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Section 12: References



REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFP NO. 2022-0006

SOLICITATION TITLE: CITY OF STOCKBRIDGE ON-CALL GENERAL ENGINEERING SERVICES

PROPOSING FIRM (List name exactly as provided in proposal):

Falcon Design Consultants, LLC

Date of Verification:

6-8-22

Reference Organization:

City of Fayetteville, GA

Project Verified (Include the Project Name / Title and a brief description of the Project):

Fayetteville Stormwater Improvements/Stormwater Improvements Across the City (Stonewall Ave. parking lot)

Person Contacted: Ray Gibson

Title of Contact: City Manager

Telephone Number including extension: 770-461-6029

Email Address: rgibson@fayetteville-ga.gov

Questions Yes No

1. Were you satisfied with the Company/Organization's overall performance? Yes
2. Did the firm adhere to the scope of work/services as specified in the solicitation and/or agreement? Yes
3. Did the firm provide deliverables as agreed upon? Yes
4. Would you engage this firm again? Yes

Additional comments provided by Proposer's contact:

Signature

Date

6-7-2022

Section 13:
Documents and Forms
Required by the City



City of Stockbridge Purchasing Division

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

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication, or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost, or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership, or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.



Signature of Authorized Agent

John Palmer, President

Name/Title of Authorized Agent

7/7/22

Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia City of Stockbridge, being first duly sworn, deposes and says that:

(1) He/She is President (owner, partner officer, representative, or agent) of Falcon Design Consultants, LLC, the sub-contractor that has submitted the attached solicitation.

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham solicitation in connection with the Contract for which the attached solicitation has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

President

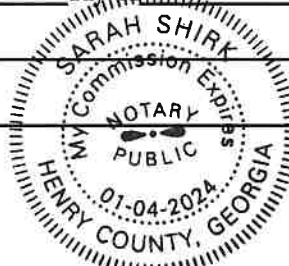
(Title) _____

Subscribed and Sworn to before me this 7th day of July, 2022.

Name Sarah Shirk

Title Sarah Shirk

My commission expires (Date) 1/4/2024





City of Stockbridge Purchasing Division

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

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

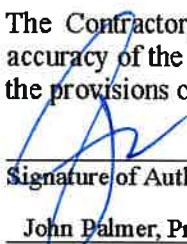
This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

The Proposer, Falcon Design Consultants, LLC, certifies to the best of its knowledge and that it and its principals: _____ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, Falcon Design Consultants, LLC, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.



Signature of Authorized Agent

John Palmer, President

Name/Title of Authorized Agent

7/7/22

Date



Witness



City of Stockbridge Purchasing Division

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

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

Falcon Design Consultants, LLC, and it is also whose address is

235 Corporate Center Drive, Suite 200, Stockbridge, GA 30281, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.



Signature of Authorized Agent

John Palmer, President

Name/Title of Authorized Agent

7/7/22

Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid may be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC, and it is also whose address is 235 Corporate Center Drive, Suite 200, Stockbridge, GA 30281, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.



Signature of Authorized Agent

John Palmer, President

Name/Title of Authorized Agent

7/7/22

Date



City of Stockbridge Purchasing Division

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

FORM 6

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Falcon Design Consultants, LLC, and it is also, whose address is 235 Corporate Center Drive, Suite 200, Stockbridge, GA 30281, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

Signature of Authorized Agent

John Palmer, President

Name/Title of Authorized Agent

7/7/22

Date

FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Falcon Design Consultants, LLC
Name of Applicant

1) X I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: _____

Date: 7/7/22

Printed Name: John Palmer, President

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the 7th Day of July

Notary Public: _____

My Commission Expires: 1/4/2024



*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



City of Stockbridge Purchasing Division

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

**FORM 8
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: _____

Name and Title of Contractor Authorized Agent: John Palmer, President

Date: 7/7/22 Telephone No: 770-389-8666

Firm or Company Name: Falcon Design Consultants, LLC

Address: 235 Corporate Center Drive, Suite 200, Stockbridge, GA 30281



City of Stockbridge Purchasing Division

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

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid may be Deemed Non-responsive.

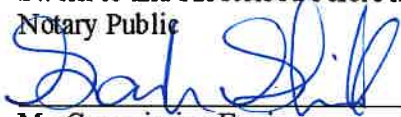
The undersigned, Falcon Design Consultants, LLC, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions, and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this 7th day of July, 2022

John Palmer
By 
President
Title

Sworn to and subscribed before me the 7th day of July, 2022

Notary Public

My Commission Expires:

1/4/2024
Date





City of Stockbridge Purchasing Division

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

STATE OF GEORGIA
CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

3284555

EEV/Basic Pilot Program* User Identification Number

Falcon Design Consultants, LLC

BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor
John Palmer

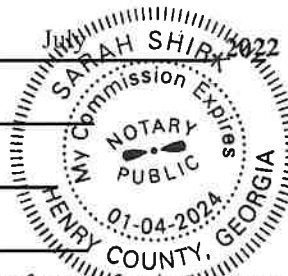
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7th day of July

Notary Public: Sarah Shirk

City: Stockbridge

Commission Expires: 1/4/2024



1.O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. *Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



City of Stockbridge Purchasing Division

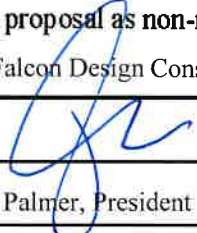
City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

FORM 12

CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 93 inclusive, including any addenda # 1 to # 2 exhibit(s) # 1 to # 3, attachment(s) # 1 to # 12, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: Falcon Design Consultants, LLC

Signature: 

Name: John Palmer, President

Title: Date: July 7, 2022

(Affix Corporate Seal)



City of Stockbridge Purchasing Division

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

ATTACHMENT 1

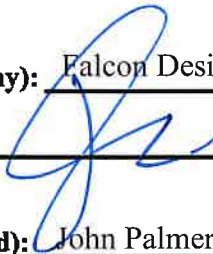
ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHOULD COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: 5-6-22
Addendum #: 2 Dated: 5-6-22
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____

Respondent (Company): Falcon Design Consultants, LLC

Signature (in ink): 

Name (Typed/printed): John Palmer

Title: President Date: 7/7/22

ATTACHMENT 2
REQUEST FOR PROPOSAL (RFP) NO. 2022-0006

GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Falcon Design Consultants, LLC

Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: Professional Engineers and Land Surveyors

Professional License Number: PEF004790

Expiration Date of License: 6/30/2022

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project

Signed: 

Date: 7-7-2022

(ATTACH COPY OF LICENSE)



SERVICE AGREEMENT

**BY AND BETWEEN
FALCON DESIGN GROUP, LLC
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this _____ day of September, 2022, by and between Falcon Design Group, LLC. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services regarding annual on-call engineering services, as stated in City RFP No. 2022-0006 (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. Termination. This Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods. The provisions of Section 2(c) below 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 on Exhibit A entitled "Scope of Work" and all responses to the RFP all attached hereto and incorporated herein by reference. The RFP No. 2022-0006 and all terms therein shall be incorporated completely herein by reference.

(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 cost proposal attached hereto as 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.

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

By:_____

CITY OF STOCKBRIDGE, GEORGIA

By:_____

Falcon Design Group, LLC

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A – Scope of Services

Exhibit B – Pricing/Cost Proposal



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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: Water and Sewer

ITEM/PROJECT/EVENT:

Caterpillar, Inc. Model 289D3 Compact Track Loader (Skid Steer).

BACKGROUND INFORMATION:

The purpose of the Caterpillar, Inc. Model 289D3 Compact Track Loader (Skid Steer) is for the Water and Sewer Department to clear and maintain water and sewer easements. The cost of the skid steer will be split as follow:

Sewer	\$65,893.50
Water	\$65,893.50
Total	\$131,787.00

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$131,787.00

ATTACHMENTS: ☒

DESCRIPTION: The Procurement Division is requesting approval to award a contract to Yancy Brothers, Inc, under the State of Georgia Contract 99999-001-SDP-0000177-0024 for Tractors & Mowers and Earthmoving Equipment, City of Stockbridge Procurement Contract Number Request For Proposals (RFP) No. 2020-00018P, for the Water and Sewer Department for an estimated cost of 131,787.00 (Exhibit).

The purpose of this contract is to provide the City with a Caterpillar, Inc. Model 289D3 Compact Track Loader (Skid Steer), necessary for the Water and Sewer Department to clear and maintain water and sewer easements. By utilizing the State of Georgia contract, the City is able to take advantage of lower costs available through competitive pricing. Upon Council approval, the Water and Sewer Department will prepare the requisition to purchase the skid steer.

The contract became effective on June 1, 2021, and expires May 31, 2023. The City of Stockbridge Ordinance 3.30.080, authorizes the city to participate in a *cooperative* purchase for commodities, supplies and services when determined that it is in the best interest of the city.



Aug 18, 2022

CITY OF STOCKBRIDGE

4640 N. HENRY BOULEVARD
STOCKBRIDGE
Georgia
30281

RE: Quote 222842-03

Donnie,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 289D3 Compact Track Loaders

MACHINE SPECIFICATIONS

289D3 CTL ULTRA CAB HF	512-4289
TRACK,RUBBER,450MM(17.7 IN)BAR	454-6059
REAR LIGHTS	356-6082
SEAT BELT, 2"	542-6994
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3745
SERIALIZED TECHNICAL MEDIA KIT	421-8926
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
FILM, SELF LEVEL, ANSI	435-9238
PACK, DOMESTIC TRUCK	0P-0210
PRODUCT LINK, CELLULAR PL243	566-7115
RIDE CONTROL, NONE	556-5898
DOOR, CAB, POLYCARBONATE	539-8061
CAB PACKAGE, ULTRA	588-9134
BATTERY,HD,DISCONNECT, 850 CCA	568-5602
BUCKET-GP, 74", BOT	279-5374

SELL PRICE	92,382
CSA	Included
NET BALANCE DUE	92,382
TOTAL QUOTE PRICE	92,382

WARRANTY

Standard Warranty: 2yr/2,000 premier coverage
CSA 12/500 (Parts and Fluids Only) CVA

F.O.B/TERMS:

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Carson Singletary
Machine Sales Representative



\$ 131,787

Aug 18, 2022

CITY OF STOCKBRIDGE

4640 N. HENRY BOULEVARD
STOCKBRIDGE
Georgia
30281

RE: Quote 222882-02

Donnie,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: WT-SSL Work Tools

MACHINE SPECIFICATIONS

SKID STEER LOADER WORK TOOLS

0P-0096

MULCHER, HM316, HF XPS, BL

551-4680

CARRIAGE, PAL C2, 46", SSL

351-9371

FORK, PAL C2, 48" X 4" X 1.5"

195-8545

SELL PRICE	39,405
NET BALANCE DUE	39,405
TOTAL QUOTE PRICE	39,405

WARRANTY

Standard Warranty: 12 month or 1,500 hour full machine

F.O.B./TERMS:

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title <u>Tractors, Mowers, and Earthmoving Equipment</u>	Solicitation Number <u>99999-001-SPD000177-0024</u>	Contract Number <u>99999-001-SPD000177-0024</u>
--	--	--

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services

(hereafter called Agency)

Contractor's Name

YANCEY BROS. CO.

(hereafter called Contractor)

2. Contract to Begin:
06/01/2021

Date of Completion:
05/31/2023

Renewals:
5

3. Performance Bonds, if any:

Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency: Eric Merder

Authorized Person to Receive Contract Notices for Contractor: JIM PACE

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract for Goods and Ancillary Services

Attachment 2: Solicitation (referenced above)

Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

YANCEY BROS. CO. Corporation

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Jim Pace Govt. MNGR

Address

330 LEE INDUSTRIAL BLVD. AUSTELL, GA 30168

7. Agency

Agency Name
Department of Administrative Services

By (Authorized Signature)

Date Signed

Lisa Eason

3/8/2021

Printed Name and Title of Person Signing

Lisa Eason Deputy Commissioner, State Purchasing Division

Address

200 Piedmont Avenue, Atlanta, GA 30334-8010

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** Delivery and set-up fees may be an optional charge from the supplier to the authorized user and shall be pre-paid and added to the invoice. If a delivery fee is charged, it may be by loaded mile based on Google Maps or a supplier set fee. Delivery and set-up fee charges must be annotated on the invoice as a separate line item. Authorized users reserve the right to pick up equipment at no charge. All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the authorized user. Liability for product delivery remains with the supplier until delivered and accepted. Damaged or non-operational equipment or products may be rejected. If the damage is not detectable or readily apparent at the time of delivery, supplier must allow equipment to be returned within a reasonable time at no cost to the authorized user. Authorized users reserve the right to inspect all equipment upon delivery or within a reasonable time after delivery if inspection could not be performed upon delivery. Supplier must make arrangements for the return of damaged equipment at no cost to the authorized user. Delivery shall be made in accordance with instructions on the purchase order from each authorized user. The supplier shall seek clarification from the authorized user if there is a discrepancy between the purchase order and what is listed on the contract.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the

Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency

reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its

performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

- (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;

- (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
 - (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.
5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the

State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
 - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- 5. Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
- 6. Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
- 7. Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

- 12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
- (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
 - (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of

this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Statewide Information Sheet

Statewide Contract Number	99999-001-SPD0000177-0024	NIGP Code	Please reference TGM.
Name of Contract	Tractors, Mowers, and Earthmoving Equipment		
Effective Date	June 1, 2021	Expiration Date	May 31, 2023
Contract Table of Contents			
Suppliers Awarded	35	Contract Information:	MANDATORY
Contract Information for Supplier			Page Number
Yancey Brothers Co.			2
Additional Contract Information			
Changes/Extensions/Renewals			3

Supplier Information Sheet

Supplier Name: Yancey Brother Co.

Contract Information			
Statewide Contract Number		99999-001-SPD0000192-0024	
Contract Name		Tractors, Mowers, and Earthmoving Equipment	
PeopleSoft Supplier ID		0000009858	Location Code 001
Supplier Name & Address			
Yancey Brothers Co. 3300 Lee Industrial Blvd Austell, GA 30168-7406			
Contract Administrator			
Jim Pace Telephone: 229-344-2101 Email: jim_pace@yanceybros.com			
Contract Details			
Ordering Information		3300 Lee Industrial Blvd Austell, GA 30168-7406	
Remitting Information		Drawer C S 198757 Atlanta, GA 30384-8757	
Delivery Days		Delivery will be quoted by the supplier at the time of order.	
Discounts		Please reference the supplier's catalog(s).	
Payment Terms		Net 30 days	
Bid offer includes		State and Local Governments	
Acceptable payment method		Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card Program.	
Ordering Instructions		Orders may be placed via phone or e-mail to the supplier's Contract Administrator referenced above.	
Product/Pricing Schedule		Please reference the supplier's catalog(s).	



Changes/Extensions/Renewals

Initial Term: June 1, 2021 – May 31, 2023

* See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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:

Amend FY2023 LMIG list to remove Northbridge Drive and replace it with Burke Street and the portion of Davis Road that was impacted by the Burke Street sewer project.

BACKGROUND INFORMATION:

The project will remove Northbridge Drive from the original bid and add the resurfacing of Burke Street and Davis Road from North Henry BLVD to Parkwood Drive to repair road that was impacted by the Burke Street sewer project.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT N/A

ATTACHMENTS:





CITY OF STOCKBRIDGE
2023 LMIG PROGRAM
ITB NO.: 2022-0013

CHANGE ORDER
NO. 1

Date of Issuance: September 13, 2022

Effective Date: October 3, 2022

Owner: City of Stockbridge, Georgia

Owner's Contract No.: ITB NO.: 2022-0013

Project: 2023 LMIG Program

Notice to Proceed: October 3, 2022

Contractor: East Coast Grading, Inc.

Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Adjustment of quantities from the original bid to add the resurfacing of Burke Street and Davis Road from N. Henry Boulevard to Parkwood Drive to correct paving damage during the City's Sanitary Sewer Main Upgrades.

Attachments (list documents supporting change):

Spreadsheet with bid quantities, actual quantities, scope changes, and the total over/under for each line item.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: 90 Calendar days

\$ 1,670,217.22

Substantial completion days: 75 Calendar days

Ready for final payment days: 90 Calendar days

Change from previously approved Change Orders No.: N/A

Change from previously approved Change Orders No.: N/A

\$ 0.00

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 1,670,217.22

Substantial completion days: 75 Calendar days

Ready for final payment days: 90 Calendar days

INCREASE of this Change Order:

Additional Contract Time Change for this Change Order:

\$ 154,503.00

Substantial completion (days or date): **10 DAYS**

Ready for final payment (days or date): **10 DAYS**

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 1,824,720.22

Substantial completion (days or date): **85 DAYS**

Ready for final payment (days or date): **100 DAYS**

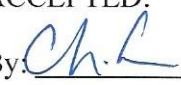
RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 

By: _____

By: 

Falcon Design Consultants, LLC

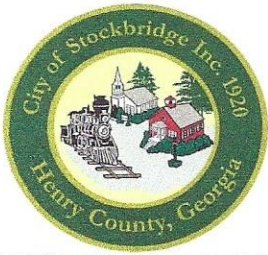
City of Stockbridge, GA

East Coast Grading, Inc.

Date: September 13, 2022

Date: _____

Date: 9-16-2022



CHANGE ORDER NO. 1
CITY OF STOCKBRIDGE, GEORGIA
2023 LMIG PROGRAM - ITB NO: 2022-0013
ADDITION OF BURKE STREET AND DAVIS ROAD

EAST COAST GRADING, INC.
1111 COMMERCE DRIVE
MADISON, GA 30650

ITEM NO.:	Estimated Quantity	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	L.S.	MOBILIZATION, BONDS AND TRAFFIC CONTROL @ 3.5%	\$ 5,250.00	\$ 5,250.00
2	4,100	L.F.	6" MIN. WIDTH EDGE MILLING, 2 1/2" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS)	\$ 3.25	\$ 13,325.00
3	0	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 175.00	\$ -
4	285	TON	ASPHALTIC CONCRETE OPEN GRADED CRACKED RELIEF INTERLAYER, GP BLEND, INCLUDING BITUMINOUS MATERIAL & H LIME (PERMAFLEX) 1" RECYCLED ASPHALTIC CONC. OR EQUIVALENT	\$ 150.00	\$ 42,750.00
5	495	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 135.00	\$ 66,825.00
6	0	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ 135.00	\$ -
7	800	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ 6.00	\$ 4,800.00
8	13	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE W/ APPROVED ADJUSTABLE STEEL EXTENSION RING	\$ 400.00	\$ 5,200.00
9	10	EA.	ADJUST WATER/GAS VALVE BOX AND COVER TO FINISHED GRADE W/ APPROVED ADJUSTABLE STEEL EXTENSION RING	\$ 150.00	\$ 1,500.00
10	0	EA.	ADJUST STORMWATER CATCH BASIN AND DROP INLET GRATE AND COVER TO FINISHED GRADE W/ APPROVED STEEL EXTENSION FRAME	\$ 575.00	\$ -
11	60	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE	\$ 9.90	\$ 594.00
12	4,050	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW	\$ 1.67	\$ 6,763.50
13	4,050	L.F.	GDOT THERMOPLASTIC SOLID LANE EDGE (FOG) LINE 5" WIDE; WHITE	\$ 1.67	\$ 6,763.50
14	2	EA.	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ 183.00	\$ 366.00
15	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ 183.00	\$ 366.00
16	0	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT/STRAIGHT" ARROW	\$ 224.26	\$ -
17	0	L.F.	GDOT COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING	\$ 8.00	\$ -
18	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ -	\$ -

TOTAL CONTRACT INCREASE PER CHANGE ORDER NO. 1 \$ 154,503.00



Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

NORTHBRIDGE DRIVE - APPROXIMATE COST ESTIMATE

CITY OF STOCKBRIDGE, GEORGIA

2023 LMIG PROGRAM - ITB NO: 2022-0013

September 29, 2022

				EAST COAST GRADING, INC. 1111 COMMERCE DRIVE MADISON, GA 30650	
ITEM NO.:	Estimated Quantity	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	5,600	L.F.	6" MIN. WIDTH EDGE MILLING, 2 1/2" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS)	\$ 3.25	\$ 18,200.00
2	360	TON	ASPHALTIC CONCRETE OPEN GRADED CRACKED RELIEF INTERLAYER, GP BLEND, INCLUDING BITUMINOUS MATERIAL & H LIME (PERMAFLEX) 1" RECYCLED ASPHALTIC CONC. OR EQUIVALENT	\$ 150.00	\$ 54,000.00
3	595	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 135.00	\$ 80,325.00
4	100	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ 6.00	\$ 600.00
5	10	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE W/ APPROVED ADJUSTABLE STEEL EXTENSION RING	\$ 400.00	\$ 4,000.00
6	1	EA.	ADJUST STORMWATER CATCH BASIN AND DROP INLET GRATE AND COVER TO FINISHED GRADE W/ APPROVED STEEL EXTENSION FRAME	\$ 575.00	\$ 575.00
7	12	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE	\$ 9.90	\$ 118.80
				TOTAL	\$ 157,818.80

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Notice of Funding Opportunity for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing #20.940

SUMMARY: The purpose of this notice is to solicit applications for Reconnecting Communities Pilot (RCP) Program grants. Funds for the Fiscal Year (FY) 2022 RCP Program are to be awarded on a competitive basis for projects that reconnect communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development.

DATES: Applications must be submitted by 11:59 PM EDT on Thursday, October 13, 2022. Late applications will not be accepted.

ADDRESSES: Applications must be submitted through <https://www.grants.gov>. Opportunity number, DOT-RCP-FY22-01.

FOR FURTHER INFORMATION:

Ongoing updates, webinar notices, FAQs: <https://www.transportation.gov/reconnecting>.

Email: reconnectingcommunities@dot.gov

Call: Faith Hall at (202) 366-9055. A Telecommunications Device for the Deaf (TDD) is available (202) 366-3993.

Contact DOT operating administration field or headquarters offices:

- Federal Highway Administration, <https://www.fhwa.dot.gov/about/field.cfm>;
- Federal Transit Administration, <https://www.transit.dot.gov/about/regional-offices/regional-offices>;
- Federal Railroad Administration, <https://railroads.dot.gov/about-fra/contact-us>.

TABLE OF CONTENTS: Each section of this notice contains information and instructions relevant to the application process for RCP Program grants. All prospective applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

A	PROGRAM DESCRIPTION
B	FEDERAL AWARD INFORMATION
C	ELIGIBILITY INFORMATION
D	APPLICATION AND SUBMISSION INFORMATION
E	APPLICATION REVIEW INFORMATION
F	FEDERAL AWARD ADMINISTRATION INFORMATION
G	FEDERAL AWARDED AGENCY CONTACTS
H	OTHER INFORMATION

A. Program Description

1. Overview

The purpose of the RCP Program is to reconnect communities by removing, retrofitting, or mitigating transportation facilities such as highways and rail lines that create barriers to community connectivity including to mobility, access, or economic development.

The program provides technical assistance and grant funding for planning and capital construction to address infrastructure barriers, restore community connectivity, and improve peoples' lives. The variety of transformative solutions to knit communities back together can include: high-quality public transportation, infrastructure removal, pedestrian walkways and overpasses, capping and lids, linear parks and trails, roadway redesigns and complete streets conversions, and main street revitalization. The RCP Program welcomes applications from diverse local, Tribal, and regional communities regardless of size, location, and experience administering Federal funding awards.

The total amount of funding available in this NOFO for FY 2022 is up to \$195 million.¹ The FY 2022 funding will be implemented in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).²

2. RCP Grant Types and Deliverables

The RCP Program provides funding for two types of grants. Planning Grants fund the study of removing, retrofitting, or mitigating an existing facility to restore community connectivity; to conduct public engagement; and other transportation planning activities. Capital Construction Grants are to carry out a project to remove, retrofit, mitigate, or replace an existing eligible facility with a new facility that reconnects communities. See Section C for further eligibility information.

3. RCP Grant Priorities and Policy Priorities

The primary goal of the RCP Program is to reconnect communities harmed by transportation infrastructure, through community-supported planning activities and capital construction projects that are championed by those communities. The RCP Program aligns with Biden-Harris Administration policies and priorities, including the DOT Strategic Plan goals of Safety,

¹ Sections 11101(d)(3) and 11509 of Division A of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, "Bipartisan Infrastructure Law," or "BIL") authorized a total of \$500 million of contract authority from the Highway Trust Fund to be awarded by the DOT for the FY 2022-2026 RCP Program. Title VIII, Division J appropriated an additional \$500 million from the General Fund to be awarded by the DOT for the FY 2022-2026 RCP Program. Of the total amount of the FY 2022 RCP funding available in this notice, \$95 million is authorized contract authority from the Highway Trust Fund (HTF) and \$100 million is appropriations from the General Fund (GF). Due to the imposition of the obligation limitation on the HTF, approximately \$86.7 million is available for award. Due to the Federal Highway Administration's 1.5% administrative take-down from GF funds, \$98.5 million is available for award.

² The priorities of Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act are: to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards and equal employment opportunity, strengthen infrastructure resilience to hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

Economic Strength, Equity, Climate and Sustainability, Transformation, and Organizational Excellence.³

A cornerstone of the RCP program is DOT's Equity Strategic Goal to reduce inequities across our transportation systems and the communities they effect. The RCP Program seeks to redress the legacy of harm caused by transportation infrastructure, including barriers to opportunity, displacement, damage to the environment and public health, limited access, and other hardships. In pursuit of this goal, the program will support and engage economically disadvantaged communities to increase affordable, accessible, and multimodal access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, and park space.

Thus, the program will be implemented in line with the DOT Equity Action Plan⁴; Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*; Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*; Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*; *Interim Implementation Guidance for the Justice40 Initiative*; and these additional equity-related objectives:

- **Housing Supply:** DOT intends to further the goals of the White House Housing Supply Action Plan⁵ by encouraging an increase in housing supply, particularly location-efficient affordable housing, locally-driven land use and zoning reform, rural main street revitalization, growth management, and transit-oriented development.
- **Rural and Tribal Communities:** Consistent with DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative, DOT seeks to award funding to rural and Tribal communities which face unique challenges related to mobility and economic development, including isolation, transportation cost burden, and traffic safety.

In addition to Equity, DOT will also promote the following DOT Strategic Plan priorities in evaluating applications and RCP program implementation:

- **Safety:** In support of the National Roadway Safety Strategy which commits DOT to respond to the current crisis in roadway fatalities⁶, DOT encourages communities to adopt and implement Complete Streets policies that prioritize safety of all users.⁷
- **Economic Strength and Global Competitiveness:** The program intends to strengthen the economy through the creation of good-paying jobs with the free and fair choice to join a union, strong labor standards, and workforce programs.
- **Climate and Sustainability:** As part of the United States' commitment to reaching net-zero emissions economy-wide by 2050, applicants are encouraged to consider environmental justice, climate change, energy efficiency, sustainability, resilience, flood risk, and shifting trips to more affordable, safe, and less polluting modes of travel.
- **Transformation:** The program will advance innovative solutions to reconnecting communities through technical assistance, applicants' research and study of communities divided by infrastructure, and program evaluation that will assess outcomes of the pilot.

See Section E.1.i for more detail on merit criteria that implement priorities outlined above.

4. Technical Assistance

The RCP Program provides DOT up to \$30 million, cumulatively for FY 2022 – FY 2026, to provide technical assistance and capacity building support for RCP applicants and grant recipients that complements existing DOT technical assistance offerings.³

Recipients of FY 2022 Planning Grants and Capital Construction Grants will have access to RCP technical assistance based on the availability of DOT resources. DOT will prioritize technical assistance for recipients serving economically disadvantaged communities. Overall, the goals of RCP technical assistance are to build organizational and community capacity to engage in transportation planning and support communities in identifying innovative solutions to infrastructure challenges as part of the Federal program.

Applicants may indicate their interest in receiving technical assistance by identifying the applicable topics listed in the Key Information table in Section D.2.ii. Later this year, DOT plans to issue more information about the availability of, and process for obtaining, access to a broad range of new technical assistance offerings that complement existing DOT resources.

For prospective applicants who are not ready to apply for an FY 2022 Planning or Capital Construction Grant but would still like to receive technical assistance specific to the RCP program, DOT intends to provide technical assistance through learning academies starting in 2023. Separately, DOT will also conduct one or more future competitive solicitations to select partner organization(s) to provide technical assistance through the RCP program and other technical assistance programs.

B. Federal Award Information

1. Total Funding Available

In FY 2022, BIL allocates up to \$195 million for the RCP program. It allocates \$50 million for Planning Grants, which includes funding for technical assistance, and \$145 million for Capital Construction Grant funds. See Section C – Eligibility Information.

DOT understands that the amount allocated for Capital Construction Grants in FY 2022 may not cover the recipient's full request. If a Capital Construction Grant recipient does not receive the full funds requested, the funded RCP project will receive a 'Reconnecting Extra' designation which encourages and facilitates RCP Program recipients' pursuit of supplemental DOT discretionary program funding. If a project designated 'Reconnecting Extra' applies for funding under the FY 2023 – FY 2026 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) or Multimodal Projects Discretionary Grant (MPDG) programs and is determined eligible, DOT will deem the RCP project application 'Highly Recommended' subject to evaluation with the relevant program's merit criteria. The Department will still consider the RCP project's alignment with the relevant program's requirements and any project risks before making any award to that RCP project. Projects with this designation that apply for DOT financing programs, such as the Transportation Infrastructure Finance and Innovation Act

³ See contact information on page 1 for DOT operating administration field and headquarters offices to learn more about existing technical assistance opportunities beyond this program.

(TIFIA) program and Railroad Rehabilitation and Improvement Financing (RRIF) program, will be considered for assistance to the extent permissible under law.

2. Availability of Funds

RCP Program grant funds are available until expended. However, to ensure that projects are started and completed in an efficient manner, DOT encourages all projects awarded with FY 2022 RCP Program grant funds to be obligated by the same date of September 30, 2025. DOT retains the right to prioritize projects for selection that are most likely to achieve this timeline and choose from which source to award funds to recipients, as applicable.

Obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2022 RCP Program awards, any costs incurred prior to DOT's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement per 23 CFR 1.9.⁴ In order to meet this timeline, DOT will prioritize project readiness and the likelihood that obligation can occur by this deadline when making project selections.

RCP Program Funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs up front using their own funds, and then request reimbursement for those costs through billings. DOT will reimburse recipients only for costs incurred and for work performed after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. DOT may at its sole discretion and in limited circumstances establish "pre-award" authority for recipients.

Because award recipients under the RCP program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and providing assistance to help award recipients through the process of securing a grant agreement and delivering both Planning Grants and Capital Construction Grants.

3. Award Size

i. Planning Grants

In FY 2022, DOT may award up to \$50 million for eligible public engagement, feasibility studies, and other planning activities. BIL specifies that the maximum RCP Program Planning Grant award is \$2 million. DOT anticipates that Planning Grants may range from \$100,000 to \$2 million.

ii. Capital Construction Grants

In FY 2022, DOT may award up to \$145 million for eligible construction activities necessary to carry out a project to remove, retrofit, or mitigate an existing eligible facility or replace an existing eligible facility with a new facility that reconnects communities. BIL specifies that the

⁴ Pre-award costs are only costs incurred directly pursuant to the negotiation and anticipation of the RCP Program award where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2022 RCP Program award cannot be charged to FY 2022 RCP funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2022 RCP Program award, cannot be charged to FY 2022 RCP Program funds.

minimum capital construction grant award is \$5 million. DOT anticipates that Capital Construction Grants may range from \$5 million to \$100 million. If a project is partially funded, project components executed through the RCP award must demonstrate independent utility.

C. Eligibility Information

1. Eligible Applicants

The designated lead applicant will serve as the recipient to administer and implement the project. If the applicant seeks to transfer the award to another entity, that intention should be made clear in the application and a letter of support from the otherwise eligible, designated entity should be included in the application.

Applicants without experience in DOT funding requirements may opt to jointly apply with a partner in the same State or region, that has an established financial relationship with DOT and has knowledge of Federal grant administration requirements, to minimize delays in establishing and implementing funding agreements. For joint application partners that would also receive grant funds through the recipient (lead applicant), or if the recipient seeks to transfer the award to another agency, the recipient must determine whether such arrangement would be contractual (example, with philanthropic or community-based organizations), or if the partners would be treated as a sub-recipient (example, with other governmental entities). Ultimately, the recipient is responsible for compliance with all Federal requirements applicable to the award.

i. Planning Grants

Eligible applicants are: (1) a State; (2) a unit of local government; (3) a Federally recognized Tribal government; (4) a Metropolitan Planning Organization; and (5) a non-profit organization.

ii. Capital Construction Grants

Eligible applicants must be the owner(s) of the eligible facility proposed in the project for which all necessary feasibility studies and other planning activities have been completed.⁵ Owners of an eligible facility, for the purposes of submitting a grant application, may submit a joint application with: (1) a State; (2) a unit of local government; (3) a Federally recognized Tribal government; (4) a Metropolitan Planning Organization; and (5) a non-profit organization.

2. Cost Sharing and Matching

i. Match Requirements

Matching funds may include non-Federal sources such as:

- State funds originating from programs funded by State revenue,
- Local funds originating from State or local revenue-funded programs,
- Philanthropic funds, or
- Private funds.

⁵ DOT interprets this statutory pre-requisite (See Pub. L. 117-58, Section 11509 (d)(1)) to mean the capital construction project is included in the applicable Metropolitan Transportation Improvement Program (TIP) and / or Statewide Transportation Improvement Program (STIP), Tribal Transportation Improvement Program (TTIP) or equivalent, as applicable, by the time of the obligation of the award. Public transportation projects should be included in the applicable Transit Asset Management Plan.

Grant recipients may also use in-kind or cash contributions toward local match requirements so long as those contributions meet the federal legal requirements. In-kind contributions may include compensation for community members' time, materials, pro bono work provided to the project by third parties, and donations from private sponsors.⁶

ii. Federal Share

a) Planning Grants Federal Share

Planning Grants may not exceed 80 percent of the total cost of the project for which the grant is awarded. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. As noted above, the local matching share may consist partially or entirely of in-kind contributions as well as contributions from the private sector and/or philanthropic organizations.

b) Capital Construction Grants Federal Share

Capital Construction Grants may not exceed 50 percent of the total cost of the project for which the grant is awarded. Federal assistance other than the RCP Program award (such as DOT formula funds, Tribal Transportation Program funds, or other Federal grants) may be used to partially satisfy the match requirement so long as total Federal assistance (all Federal sources), does not exceed 80 percent of the total cost of the project. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. As noted above, the local matching share may consist partially or entirely of in-kind contributions as well as contributions from the private sector and/or philanthropic organizations.

3. Eligible Facilities, Activities, and Costs⁷

The proposed project must address an “eligible facility,” which is defined as a highway or other transportation facility that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors. Eligible facilities include: limited access highways, viaducts, any other principal arterial facilities, and other facilities such as transit lines, rail lines, gas pipelines, and airports. See Section H - Definitions for “highway” and Section D - Key Information table for a suggested list of other facilities.

i. Eligible Planning Grant Activities and Costs:

a) Public engagement activities, including community visioning or other place-based strategies for public input into project plans.

b) Planning studies to assess the feasibility of removing, retrofitting, or mitigating an existing eligible facility to reconnect communities, including assessments of:

⁶ Any in-kind contributions used to fulfill the cost-share requirement for Planning Grants and Capital Construction Grants must: be in accordance the cost principles in 2 CFR Part 200, Subpart E; including 2 CFR § 200.306(b) Cost Sharing or Matching; include documented evidence of completion within the period of performance; and support the execution of the eligible activities in Section C.3. See 23 CFR § 710.505 for requirements related to the donation of real property.

⁷ Eligible activity costs must comply with the cost principles set forth in with 2 CFR Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis.

- Current traffic patterns on the facility and the surrounding street network.
- Capacity of existing transportation networks to maintain mobility needs.
- Alternative roadway designs or other uses for the right-of-way.
- The project's impact on mobility of freight and people.
- The project's impact on safety.
- The estimated cost to restore community connectivity and to convert the facility to a different design or use, compared to any expected maintenance or reconstruction costs.
- The project's anticipated economic impact and development opportunities.
- The project's environmental, public health, and community impacts.

c) Other planning activities in advance of the project, such as:

- Conceptual and preliminary engineering, or design and planning studies that support the environmental review for a construction project.
- Associated needs such as locally-driven land use and zoning reform, transit-oriented development, housing supply, in particular location-efficient affordable housing, managing gentrification and neighborhood change, proposed project impact mitigation, green and open space, local history and culture, access and mobility barriers, jobs and workforce, or other necessary planning activities as put forth by the applicant that do not result in construction.

ii. Eligible Capital Construction Grant Projects and Costs:

Eligible projects include those for which all necessary feasibility studies and other planning activities have been completed. Projects must be consistent with the Long-Range Statewide Transportation Plan, included in the Metropolitan Long-Range Plan (if applicable), and in the Metropolitan Transportation Improvement Program (TIP) and / or Statewide Transportation Improvement Program (STIP), Tribal Transportation Improvement Program (TTIP) or equivalent, as applicable, prior to the obligation of the award. Transit projects must be included in the investment prioritization of the relevant Transit Asset Management (TAM) Plan by the time of the obligation of the award.

Eligible construction grant activities include: preliminary and detailed design activities and associated environmental studies; predevelopment / preconstruction; permitting activities including the completion of the National Environmental Policy Act (NEPA) process; the removal, retrofit, or mitigation of an eligible facility; the replacement of an eligible facility with a new facility that restores community connectivity; delivering community benefits and the mitigation of impacts identified through the NEPA process or other planning and project development for the capital construction project.

iii. Prohibited Use

Funds may not be used to support or oppose union organizing.

4. Data Collection Requirements

Performance indicators used in reporting (See Section F.3) should align with project goals at least two of the merit criteria defined in Section E.1.i. DOT funds may be used for data collection and performance reporting and should be accounted for in the applicant's budget.

DOT will work with grant recipients to determine the most appropriate indicators and metrics to assess project benefits before the grant agreement is established. Areas of measurement will relate to: 1) mobility, 2) access, 3) safety, 4) environmental impacts, 5) congestion, 6) economic development, 7) quality of life, and 8) community engagement. Indicators may document changes from an established baseline such as: new or improved physical pathways and crossings; new transportation options and services; population changes in the project area; employment opportunities for residents; partnerships formed; reduction of fatalities and serious injuries in the project area; location-efficient affordable housing units preserved and created; changes in land value; and monetary commitments for reinvestment in the project area.

For Planning Grants, the planning process could be used to collect data and establish a baseline of existing conditions and populations in the project area. For Capital Construction Grants, DOT will request a baseline report on existing conditions prior to the start of construction. (See Section F.3 – Reporting for specific requirements for deliverables and timelines.)

5. Application Limit

DOT encourages joint applications from place-based partnerships headed by a lead applicant. A lead applicant may submit no more than three applications. Unrelated project components should not be bundled in a single application for the purpose of adhering to the limit. If a lead applicant submits more applications, only the last three received will be reviewed.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at [grants.gov](https://www.grants.gov). Applicants must submit their applications via [grants.gov](https://www.grants.gov) under the Opportunity Number, DOT-RCP-FY22-01. Potential applicants may also request paper copies of materials at:

Telephone: (202) 366-4114
Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-322
Washington, DC 20590

2. Content and Form of Application Submission

Planning Grants and Capital Construction Grants have distinct application submission and supporting document requirements. DOT strongly recommends use of the template provided below. All applications should submit the following: Standard Forms; Key Information; Narrative; and Budget.

i. Standard Forms

All applicants must submit the following Standard Forms (SF):

- All applicants must submit the Application for Federal Assistance (SF-424)
- **For Planning Grants:**
 - Budget Information for Non-Construction Programs (SF-424A)

- Assurances for Non-Construction Programs (SF-424B)
- **For Capital Construction Grants:**
 - Budget Information for Construction Programs (SF-424C)
 - Assurances for Construction Programs (SF-424D)

ii. Key Information Table

Lead applicant name and organization type. (Please select one.)	☐ State ☐ Unit of local government ☐ Federally recognized Tribal government ☐ Metropolitan Planning Organization ☐ Nonprofit organization ☐ Facility Owner
If a joint application, please provide organizational names of sub-recipients that will receive funds and other key partners.	
Indicate the annual budget and staffing of lead applicant organization and partner organization(s), if applicable. For non-profits, also indicate how long your organization has been in operation.	
Does the lead applicant have experience delivering Federally funded projects? If yes, please indicate granting Federal agency.	
Application type: (Please select one.)	☐ Planning Grant ☐ Capital Construction Grant
If interested in receiving DOT technical assistance, which of the following topics are of most interest for your organization? (Please select all that apply.)	☐ Transportation Planning ☐ Community Engagement ☐ Environmental Compliance and Permit Approvals ☐ Equitable Economic Revitalization ☐ Place-Making and Urban Design ☐ Community Stabilization ☐ Data, Performance, and Mapping ☐ Location-efficient Affordable Housing ☐ Other _____

Eligible Facility Type. (Please select all that apply.)	☐ Interstate highway ☐ State highway ☐ Arterial roadway ☐ Other street or road ☐ Bridge or viaduct ☐ Transit ☐ Rail ☐ Airport ☐ Port ☐ Gas pipeline Other infrastructure – <i>please describe</i>
Location of eligible facility and project area: State and County, place name of the city, town, or jurisdiction. Provide Census FIPS codes or other geographic code identifiers for the facility location and project area. Provide geographic coordinates for the facility (bounding box comprised of four pairs of coordinates that create a rectangle around the facility).	
Are the eligible facility and project area located in an economically disadvantaged community? See Section H - Definitions. (Please select one.)	☐ Yes ☐ No
Is the project located in a rural area? See Section H - Definitions. (Please select one.)	☐ Yes ☐ No
For Capital Construction Grant applicants: Is the lead applicant the Facility Owner? (Please select one.)	☐ Yes ☐ No
Pre-requisite for Capital Construction Grant applicants: Is the proposed project already included in the STIP, TIP, or equivalent? For transit projects, is the project in the TAM Plan? (Please select one and provide a link or include as a supplemental document.)	☐ Yes ☐ No (Please provide additional details in the Project Readiness portion of the application describing how the project will be in such plan by the time of obligation of the award.)

iii. Narrative

The primary purpose of the Narrative is for the applicant to state their case for meeting the merit criteria laid out in Section E. For Planning Grants, the narrative should not exceed 10 pages; for Capital Construction Grants, the narrative should not exceed 20 pages. The Narrative should be in PDF format, with font size of no less than 12-point Times New Roman, single-spaced, minimum 1-inch margins on all sides, and page numbers. Supplemental Project Readiness and Benefit Cost Analysis information for Capital Construction Grants will not count against this page limit.

Suggested Narrative Structure:

Planning & Capital Construction	Overview	D.2.iii.a
Planning & Capital Construction	Location & Map	D.2.iii.b
Planning & Capital Construction	Response to Merit Criteria	D.2.iii.c
Capital Construction	Project Readiness: Environmental Risk	D.2.iii.d
Capital Construction	Benefit Cost Analysis	D.2.iii.e

a) Overview

This section should provide an introduction, describe barriers posed by the eligible facility, describe the history and character of the community most impacted by the facility, and any other high-level background information that would be useful to understand the rest of the application.

b) Location & Map

This section should describe the location of the eligible facility that creates barriers to community connectivity, including to mobility, access, or economic development, as well as a description of the surrounding community impacted by the facility. This section should include a detailed geographic description and map of the facility location and identify elements of the existing transportation network.

c) Response to Merit Criteria

This section should describe how the project addresses each of the merit criteria: Equity, Environmental Justice, and Community Engagement; Mobility and Community Connectivity; Community-based Stewardship, Management, and Partnerships; and Equitable Development and Shared Prosperity. See Section E.1.i for detailed criteria descriptions.

d) Project Readiness

There is no narrative requirement for Project Readiness for Planning Grants. See Section E.1.ii for details on how Planning Grant applications are reviewed for Project Readiness.

There are narrative requirements for the Environmental Risk element of Project Readiness for Capital Construction Grants. This section should include sufficient information for DOT to assess the project's likelihood of being included in the STIP or equivalent by the time of award

obligation, and in the TAM Plan for transit projects, and can be reasonably expected to begin construction in a timely manner. As DOT will perform an Environmental Risk review, the applicant should provide a project schedule and address required approvals and permits, NEPA class of action and status, public involvement, right-of-way acquisition plans, risk and mitigation strategies. See Section E.1.ii for full details on how Capital Construction Grant applications are reviewed for Project Readiness. For additional guidance and resources, visit <https://www.transportation.gov/reconnecting>

e) Benefit Cost Analysis for Capital Construction Grants

Planning Grant applicants do not need to submit the results of a benefit cost analysis (BCA).

Capital Construction Grant applicants should include the results of a BCA. The BCA should be briefly summarized in the Project Narrative. Applicants should provide the technical basis of the BCA sufficient to allow DOT to reproduce the analysis. Supplemental materials do not count against the overall application length. Many benefits of RCP Program projects may be difficult to quantify but should be explained as well as possible, whether such benefits are quantified or unquantified. Any claimed benefits should be clearly tied to the expected outcomes of the project and address benefits for users of the facility as well as benefits to the surrounding communities. For additional guidance and resources, visit <https://www.transportation.gov/reconnecting>

iv. Budget

In addition to the SF-424, applicants should describe the budget for the RCP Program project. At a minimum, the project budget should include:

- Costs for the FY 2022 RCP project. If the project contains distinct components or phases, the costs of each project component or phase should be separated and described. For a Capital Construction Grant, include information about the degree of design completion on which the cost estimates are based.
- The source, amount, and usage for all funds to be used for eligible project costs. Funding sources should be listed in one of three categories: Reconnecting Communities, other Federal funds (which together with the Reconnecting Communities funds cannot exceed 80 percent of total costs) and the 20 percent non-Federal match such as local, State, Tribal, philanthropic, private, and/or “in-kind” funds.
- For Federal funds to be used for eligible project costs, the amount, nature, and source of any required non-Federal match for those funds. If applicable, the budget should identify Federal funds that have been previously authorized by a Federal agency.
- For non-Federal funds to be used for eligible project costs, documentation of funding commitments.
- If the applicant is not a State DOT and contributions from a State DOT are included either as Federal funds or as non-Federal match, a supporting letter from the State DOT should be provided that indicates the amount and source of the funds

The budget should show the distribution of each funding source in each major planning or construction activity, including sub-recipient activity and compensation.

For each source of funds, the budget should discuss any restrictions on timing or use. For example, if a particular source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant’s control over whether it is

satisfied. Similarly, if a particular source of funds is available for expenditure only during a fixed time period, the application should describe that restriction.

Note: The budget should not include any expenses incurred prior to award of the grant. Expenses incurred between time of award and obligation are not eligible for reimbursement or for cost sharing, unless written authorization is received at the time of award selection, as described in Section B.2.

- **3. Unique Entity Identifier and System for Award Management (SAM)**

Each applicant is required to: (i) Register in SAM.gov before submitting an application; (ii) Provide a valid unique entity identifier in its application; and (iii) Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal agency. DOT may not make a Federal award to an applicant until the applicant has complied with all unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award.

4. Submission Dates and Times

Applications must be submitted by 11:59 PM EDT on Thursday, October 13, 2022.

5. Funding Restrictions

For funding restrictions that may affect an applicant's ability to develop an application and budget consistent with program requirements, see Section C of this notice.

6. Other Submission Requirements

The complete application must be submitted via www.grants.gov. In the event of system problems or the applicant experiences technical difficulties, contact grants.gov technical support via telephone at 1-800-518-4726 or email at support@grants.gov.

E. Application Review Information

1. Criteria

This section specifies the evaluation criteria DOT will use to evaluate and select Planning Grant and Capital Construction Grant applications for RCP Program grant awards: Merit Criteria, Project Readiness, Benefit Cost Analysis (for Capital Construction Projects), and Other Considerations. Section E.2 describes the review, rating, and selection process. As described in greater detail in Sections E.1 and E.2, some evaluations are conducted for only a subset of eligible applications that advance to "Second-Tier Analysis."

i. Merit Criteria

#1: Equity, Environmental Justice, and Community Engagement

DOT will rate Planning Grant proposals on their approach to, and Capital Construction Grant proposals on having addressed, one or more of the following:

- Analysis, informed by community engagement findings and research, of harmful historic or current policies (e.g., displacement, segregation, exclusionary zoning⁸), existing socioeconomic disparities, environmental burdens and risks, the needs of the surrounding community—including special consideration for those most affected by the eligible facility—and how proposed solutions equitably distribute benefits and mitigate impacts supported by geospatial tools like [EPA’s EJSCREEN](#) and [FHWA’s Screening Tool for Equity Analysis of Projects](#).
- Community Participation Plan that facilitates meaningful engagement in planning, design, construction, operations, and related land use decisions. The Plan engages hard-to-access community members through culturally appropriate and innovative practices, which may include: surveys, interviews, focus groups, reimbursing local organizations and community members for their time and knowledge, childcare at public meetings, virtual and in-person platforms, and multi-language translation and outreach. The Plan establishes goals and measures for effectiveness.⁹

In addition to the above, Capital Construction Grant applications should also address mitigation plans for negative impacts of the proposed capital project by describing:

- Any construction-related displacement in the community and providing a robust mitigation plan that exceeds the basic requirements of the Uniform Relocation Act.
- The anticipated negative construction impacts, such as noise, dust, pollution, public transportation service disruptions, disturbances to sacred or historic sites, or flood risks, and a robust mitigation plan.

#2: Mobility and Community Connectivity

DOT will rate Planning Grant proposals on their approach to, and Capital Construction Grant proposals on having addressed, one or more of the following:

- Facility presents significant barriers to access, mobility, and economic development and is poorly suited to the community. Proposes removal of barriers, including over-reliance on automobiles, to reconnect communities for people to live, work, play, and move freely and safely.
- Existing feasibility studies provide basis for further investigation to creatively convert the corridor for better access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, and parks.
- New or improved, affordable transportation options to increase safe mobility and connectivity for all, including for people with disabilities, through lower-carbon travel like walking, cycling, rolling, and transit that reduce greenhouse gas emissions and promote active travel.

⁸ See *How We Grow Economic Opportunity for All* in USDOT’s Beyond Traffic report for more information, https://www.transportation.gov/sites/dot.gov/files/docs/BeyondTraffic_tagged_508_final.pdf.

⁹ For current recipients of Federal financial assistance, please describe how your Title VI Plan and Community Participation Plan inform the activities described in the Reconnecting Communities grant application. For new applicants of Federal financial assistance, please describe any current or anticipated activities in support of drafting a Title VI Plan and Community Participation Plan and timeline for completion pursuant to the Title VI regulations, See 49 CFR § 21. For details on the Community Participation Plan, see DOT Title VI Order 1000.12C. See also Planning Assistance and Standards, Interested parties, public involvement, and consultation. For State DOTs, see 23 CFR § 450.210 (a)(1)(ix); For MPOs, see 23 CFR § 450.316 (a)(1)(x).

- Safe accommodation for all users and seamless integration with the surrounding character, context, and land use with consideration of climate resilience, stormwater and flood risk management, public health, and the economy.¹⁰
- Facility replacement or significant reconstruction is anticipated within a 20-year period based on facility age and condition.

In addition to the above, Capital Construction Grant applications should also address goods movement by describing:

- Impacts to goods movement, both regional and local, that uses the eligible facility.

#3: Community-based Stewardship, Management, and Partnerships

DOT will rate Planning Grant proposals on their approach to, and Capital Construction Grant proposals on having addressed, one or more of the following:

- Community-centered approach to envision a reconnection solution that meaningfully redresses inequities and benefits economically disadvantaged communities.
- Formal partnerships, substantiated through signed commitment letters and budget, include entities with geographic ties to communities adjacent to the facility. Partners may include community-based organizations, anchor institutions, community development financial institutions, philanthropic and civic organizations, private sector entities, and State and local government.
- A representative community advisory group, advisory board or other place-based management organization to oversee community-developed priorities and initiatives, including the use of a community land trust, community benefits agreement, or other community development activities to redress transportation-related disparities.

Capital Construction Grant applications should also address how resources of partners and other Federal and non-Federal funds will support the success of proposed activities by providing:

- A complete description of resources committed to the project and fully outlining funding commitments from Federal and non-Federal sources, including: DOT formula funding, State or local funding, in-kind support, philanthropic contributions, public and private financing, and private sector funds. All funding should be reflected numerically in the budget.

Except as necessary to determine eligibility, as described in Section C.2, and as a factor in the Financial Completeness Assessment, as described in Section E.1.ii, DOT does not consider the proposed Federal share of an application when selecting among eligible applications.

#4: Equitable Development and Shared Prosperity

DOT will rate Planning Grant proposals on their approach to, and Capital Construction Grant proposals on having addressed, one or more of the following:

¹⁰ The project application demonstrates that the project will be constructed or upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law.

- Comprehensive plan or framework that outlines a community’s vision, policies, and priorities to increase mobility and connectivity, create thriving and resilient communities, and redress inequities and barriers to opportunity.
- Community restoration, stabilization, and anti-displacement strategies, such as value capture, assistance for renters and legacy homeowner and small businesses, preservation, rehabilitation and expansion of location-efficient affordable housing, mixed-income, mixed use development, affordable commercial spaces, and other community wealth-building activities.
- Creative place-making that celebrates local history and culture through public art, greenspace, and recreational spaces for residents and visitors.
- Local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

In addition to the above, Capital Construction Grant applications should also address labor considerations by describing how the grant will support and use:

- Good-paying jobs with the free and fair choice to join a union, the incorporation of strong labor standards, pro-active anti-discrimination and anti-harassment plans, project labor agreements, workplace rights notices, training and placement programs, and local hiring and procurement preferences, particularly for underrepresented workers and individuals with convictions.
- High-quality workforce development programs with supportive services to train, place, and retain workers, especially joint-labor management training partnerships and registered apprenticeships.

ii. Project Readiness

For projects that advance to Second-Tier Analysis during application evaluation, DOT will assess project readiness to evaluate the likelihood of a successful project. In the project readiness analysis, DOT will evaluate Planning Grant applications and Capital Construction Grant applications according to a Technical Assessment and Financial Completeness Assessment. DOT will also evaluate Capital Construction Grant applications for Environmental Risk.

	Technical Assessment	Financial Completeness	Environmental Risk
Planning Grants	X	X	
Capital Construction Grants	X	X	X

- Technical Assessment is based on information contained throughout the application and does not require an additional submission. The Technical Assessment addresses the applicant’s capacity to successfully deliver the project in compliance with Federal requirements, previous experience with DOT discretionary grant awards, and the technical experience and resources dedicated to the project.
- Financial Completeness Assessment is based on information contained throughout the application and does not require an additional submission. The Financial Completeness Assessment reviews the availability of matching funds and whether the applicant

presented a complete funding package. For projects that receive a rating of ‘complete’ and include funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates, without specified contingency, evaluators may add a comment to note the potential for uncertainty in the estimated project costs. All applicants should describe a plan to address potential cost overruns.

- Environmental Risk Assessment requires additional information from the Capital Construction Grant applicant. It analyzes the project’s environmental approvals and the likelihood of outstanding, necessary approvals affecting project obligation.

iii. Benefit Cost Analysis (BCA)

For Capital Construction Grant projects that advance to a Second-Tier Analysis, DOT will consider the project’s costs and benefits. To the extent possible, DOT will rely on the applicant’s submission of well-supported BCA analysis results described in Section D.2.iii.e. DOT acknowledges that many of aspects of reconnecting solutions, such as connectivity, community benefits, and quality of life, are difficult to quantify. Applicants should nonetheless discuss these types of benefits qualitatively. DOT will assign a rating to the project of either negative (costs exceed benefits), positive (benefits exceed costs), or uncertain. Projects with negative ratings may be selected for an award only if the project demonstrates clear potential benefits to connectivity, community engagement, quality of life for economically disadvantaged communities, particularly in geographically remote or less populated areas which may not be fully reflected in the BCA analysis.

2. Review and Selection Process

This section addresses the methodology for evaluation, including intake, how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to and the process for creating a the list of Highly Rated Applications for Consideration by the Secretary. The RCP Program grant review and selection process consists of: eligibility review; Merit Criteria review; Project Readiness; Benefit Cost Analysis (for Capital Construction Grants); and Senior Review. The Secretary makes final project selections.

i. Application Intake

For each application, an initial review will assess whether the applicant is eligible and submitted all the information requested for a complete application. Applications that may not have all the necessary components will be referred to an Evaluation Management Oversight Team, which will contact the applicant if it is determined they are an eligible applicant and request the missing information with a response time of 5 business days.

ii. Merit Criteria Ratings

Teams comprising DOT staff, Federal inter-agency partner staff, and contractor staff review all eligible applications received by the deadline for a Merit Review and assign ratings as described in Section E.1.i. For each Merit Criterion, DOT will consider whether the application narrative is responsive to the selection criterion focus areas which will result in a rating of ‘High,’ ‘Medium,’ ‘Low,’ or ‘Non-Responsive’:

Rating Scale	High	Medium	Low	Non-Responsive
Description	The application is substantively and comprehensively responsive to the criterion. It makes a strong case about advancing the program goals as described in the criterion descriptions.	The application is moderately responsive to the criterion. It makes a moderate case about advancing the program goals as described in the criterion descriptions.	The application is minimally responsive to the criterion. It makes a weak case about advancing the program goals as described in the criterion descriptions.	The narrative indicates the proposal is counter to the criterion or does not contain sufficient information. It does not advance or may or negatively impact criterion goals.

Based on the criteria ratings, an overall application merit rating of ‘Highly Recommended,’ ‘Recommended,’ ‘Acceptable,’ or ‘Not Recommended’ will be assigned using the following methodology:

Overall Application Rating	Individual Criteria Ratings
Highly Recommended	- At least two ‘High’ ratings, - Zero ‘Non-Responsive’ ratings
Recommended	- At least one ‘High’ rating, - No more than one ‘Low’ rating, and - Zero ‘Non-Responsive’ ratings
Acceptable	Combination of ratings that do not fit within the definitions of Highly Recommended, Recommended, or Not Recommended
Not Recommended	Two or more ‘Non-Responsive’ ratings

iii. Senior Review Team (SRT) Phase

Applications that receive an overall rating of ‘Highly Recommended’ based on the methodology above, proceed to the Second-Tier Analysis. The SRT may advance ‘Recommended’ applications that exhibit exceptional benefits for economically disadvantaged communities per Criterion #2 – Mobility and Community Connectivity and Criterion #4 – Equitable Development and Shared Prosperity to Second-Tier Analysis.

iv. Second-Tier Analysis

Second-Tier Analysis for Planning Grant applications consists of a two-part project readiness assessment for Technical Assessment and Financial Completeness. Second-Tier Analysis for Capital Construction Grant applications consists of a review of the Benefit-Cost Analysis and a three-part readiness assessment for Technical Assessment, Financial Completeness, and Environmental Risk. Assessments will be rated as follows:

- Technical Assessment results in a rating of: ‘Certain,’ ‘Somewhat Certain,’ ‘Uncertain,’ or ‘Unknown.’ Lack of previous project delivery according to Federal requirements is not sufficient justification for a rating of ‘Uncertain,’ but may result in a rating of ‘Unknown.’
- The Financial Completeness Assessment reviews the availability of matching funds and whether the applicant presented a complete funding package. It results in a rating of ‘Complete,’ ‘Partially Complete,’ or ‘Incomplete.’
- Environmental Risk Assessment analyzes the project’s environmental approvals and likelihood of the necessary approvals affecting timely project obligation. It results in a rating of ‘High Risk,’ ‘Moderate Risk,’ or ‘Low Risk.’
- Benefit Cost Analysis results are Positive (benefits outweigh costs) or Negative (costs outweigh benefits) or Uncertain.

Low ratings in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe a realistic and achievable project and address risk mitigation strategies. A project with mitigated risks or with a risk mitigation plan is more competitive than a comparable project with unaddressed risks.

Each project readiness criterion has its own rating, but translates to ‘High,’ ‘Medium,’ or ‘Low’:

Rating	High	Medium	Low
Technical Assessment	Certain: The team is confident in the applicant’s capacity to deliver the project in a manner that satisfies federal requirements	Somewhat Certain/Unknown: The team is moderately confident in the applicant’s capacity to deliver the project in a manner that satisfies federal requirements	Uncertain: The team is not confident in the applicant’s capacity to deliver this project in a manner that satisfies federal requirements
Financial Completeness	Complete: The Project’s federal and non-federal sources are fully committed—and there is demonstrated funding available to cover	Partially Complete: Project funding is not fully committed but appears highly likely to be secured in time to meet the project’s construction schedule	Incomplete: The project lacks full funding, or one or more federal or non-federal match sources are still uncertain as to whether they will be secured in time to

	contingency/cost increases.		meet the project's construction schedule
Environmental Risk Assessment (Capital Construction only)	Low Risk: The Project has completed NEPA or it is highly likely that they will be able to complete NEPA and other environmental reviews in the time necessary to meet their project schedule.	Moderate Risk: The project has not completed NEPA or secured necessary federal permits, and it is uncertain whether they will be able to complete NEPA or secure necessary federal permits in the time necessary to meet their project schedule.	High Risk: The project has not completed or begun NEPA and there are known environmental or litigation concerns associated with the project.

Based on the Second-Tier Analysis, DOT will develop an aggregate Project Readiness rating of 'Very Likely,' 'Likely,' or 'Unlikely' using the following methodology:

Overall Project Readiness Rating	Individual Criteria Ratings for Planning (2 Factors)	Individual Criteria Ratings for Construction (3 Factors)
Very Likely: Based on the information provided in the application and the proposed scope of planning activities or construction project, it is very likely the applicant can successfully complete the project.	• Two 'High'	• All 'High' • Two 'High,' one 'Medium'
Likely: Based on the information provided in the application and the proposed scope, it is probably that the applicant can successfully complete the project.	• Combination of ratings that do not fit within the definitions of Very Likely or Unlikely	• One 'High,' two 'Medium' • All 'Medium' • One 'High,' one 'Medium,' one 'Low'
Unlikely: Based on the information provided in the application and the proposed scope, it is uncertain whether the applicant can successfully complete the project.	• Two 'Low'	• Two 'Medium,' one 'Low' • Two or more 'Low'

v. Highly Rated Applications for Secretary's Consideration

Following completion of Second-Tier Analysis, the SRT determines which applications with Second-Tier Analysis are designated as Highly Rated. The SRT reserves the right to confer and include consultation with DOT Field Offices and inter-agency Federal Departmental partners in determining which applications with Second-Tier Analysis are designated as Highly Rated. In addition to information provided in applications and the results of the Merit Criteria reviews and Second-Tier Analysis, the SRT may consider their personal knowledge and information provided by DOT Field Offices and inter-agency Federal partners on the alignment of specific applications with the criteria described in Section E.1.

For each grant type, the SRT will present the Secretary of Transportation with a list of Highly Rated Applications for the Secretary's Consideration. The SRT may refer select Capital Construction Grant applications for consideration for Planning Grant awards where project sponsors would benefit from additional planning, feasibility, design, and engineering to improve project readiness. Capital Construction Grant applications eligible for this consideration will have a 'Highly Recommended' merit rating, a 'Likely' or 'Unlikely' project readiness rating, and will exhibit exceptional benefits for economically disadvantaged communities per Criterion #2 – Mobility and Community Connectivity and Criterion #4 – Equitable Development and Shared Prosperity.

The SRT may advise the Secretary on any application on the list of Highly Rated Applications, including options for reduced awards. The Secretary makes final selections consistent with selection criteria and statutory requirements. The Secretary's selections identify the applications that best address program criteria outlined in Section E and program goals in Section A and are most deserving of funding.

To support the program goal of more equitable investment in economically disadvantaged communities, the SRT will seek to present a list of Highly Rated Applications sufficient to award the majority of RCP Planning Grant benefits, in the form of total overall RCP Planning Grant funds, to Planning Grant applications that serve economically disadvantaged communities.

The Secretary may consider benefits to economically disadvantaged communities, urban / rural / Tribal balance, geographic, and organizational diversity when selecting RCP Program grant awards.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. DOT must review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), the designated integrity and performance system accessible through SAM. An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. DOT will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notice

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects at <https://www.transportation.gov/reconnecting>. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, for each application received, DOT will provide email notification the point of contact listed in the SF-424 stating whether the application was selected for award. For selected applications, DOT will initiate negotiation of a grant agreement with that contact.

2. Administrative and National Policy Requirements

i. Equity and Barriers to Opportunity

Each applicant selected for RCP Program grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Award recipients that have not sufficiently addressed equity and barriers to opportunity in their planning, as determined by DOT, will be required to do so before receiving funds, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009). Capital construction grant applications that have not sufficiently considered equity, community engagement, and safeguards to retain affordability for existing residents and businesses in project corridors and surrounding communities, as determined by DOT, will be required to do so before receiving funds for construction.

ii. Labor and Workforce

Each applicant selected for RCP Program Capital Construction Grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards as described in Section A.3. If applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, they will be required to do so before receiving funds, consistent with Executive Order 14025, *Worker Organizing and Empowerment* (86 FR 22829), and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act* (86 FR 64335).

Recipients of an award under this program are also required to comply fully with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by an award made available under this program be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor.

Equal employment opportunity is an important priority. DOT wants to ensure that sponsors have the support they need to meet requirements under EO 11246, *Equal Employment Opportunity* (30 FR 12319, and as amended). All Federally assisted contractors are required to make good faith efforts to meet the goal that women perform at least 6.9 percent of construction

project hours and people of color perform at least the construction project hours target pertinent to the project's geography.¹¹

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally assisted projects over which OFCCP has jurisdiction and that have a project cost above \$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.¹² Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor's award terms will require their participation in the Mega Construction Project Program.

iii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats, consistent with *Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience*. Each Capital Construction Grant applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by DOT and the Department of Homeland Security, will be required to do so before receiving funds for construction, consistent with the cybersecurity performance goals for critical infrastructure and control systems directed by the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems, found at <https://www.cisa.gov/control-systems-goals-and-objectives>.

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. §§ 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable.

v. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200, Subpart F, as adopted by DOT at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration, Federal Transit Administration, Federal Railroad

¹¹ Visit <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> for more information.

¹² Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the Department of Labor website: <https://www.dol.gov/agencies/ofccp/faqs/construction-compliance>.

Administration, etc.).¹³ DOT anticipates grant recipients will have varying levels of experience administering Federal funding agreements and complying with Federal requirements, DOT will take a risk-based approach to RCP Program grant agreement administration to ensure compliance with all applicable laws and regulations.

As expressed in Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America's Workers* (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects are subject to the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927) and applicable DOT Buy America requirements. DOT expects all recipients to be able to complete their projects without needing a waiver of those requirements. However, to obtain a waiver, a recipient must demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Except as authorized under waivers issued by DOT, those statutes generally require the steel, iron, manufactured products, and construction materials used in a project to be produced in the United States. For additional information on DOT's Buy America requirements, see <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

RCP Program applications should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, or timeline for completion as referenced in Section E, and the establishment of an ADA Transition Plan. Additionally, DOT encourages RCP Program award recipients to adhere to the proposed Public Rights-of-Way Accessibility Guidelines and utilize universal design principles.¹⁴ DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

¹³ Please visit <https://www.transportation.gov/policy-initiatives/raise/grant-agreements> for the General Terms and Conditions for RAISE FY 2021 awards. The Reconnecting Communities FY 2022 Terms and Conditions will be similar to the RAISE FY 2021 Terms and Conditions and will include relevant updates consistent with this notice.

¹⁴ <https://www.access-board.gov/prowag/>

3. Reporting

i. Progress Reporting on Grant Activities

Progress reporting addresses both project administration and overall project benefits. It should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the RCP Program. Section C - Data Collection Requirements.

During the project's period of performance, recipients must submit regular Performance Progress Reports (SF-PPR) and Federal Financial Reports (SF-425) to monitor project administration and ensure accountability and financial transparency in the RCP Program.

RCP Program recipients must also submit annual reports that address both project administration and the overall benefits delivered to the project area that were articulated in the applicants' grant proposal and agreed upon with DOT in the grant agreement prior to the obligation of the award. Five years after the project is complete, Capital Construction Grant recipients should submit a report fully documenting outcomes achieved in association with the RCP Program project.

ii. Post Award Reporting Requirements / Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No.110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

iii. Program Evaluation

As a condition of grant award, RCP Program grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. DOT may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) facilitates access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to consider and incorporate program evaluation activities, which necessarily includes data collection, from the outset of their program design and to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR §200).

G. Federal Awarding Agency Contacts

For further information concerning this notice please contact the Reconnecting Communities grant program staff via e-mail at ReconnectingCommunities@dot.gov, or call Faith Hall at 202-366-9055. A TDD is available for individuals who are deaf or hard of hearing at 202-366-3993. In addition, DOT will post answers to questions and requests for clarifications on DOT’s website at <https://www.transportation.gov/reconnecting>. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the RCP Program grant selection and award process upon request.

H. Other Information

1. Definitions

Term	Definition
Community Advisory Board	For the purposes of this NOFO, a Community Advisory Board shall facilitate community engagement with respect to the project and track progress with respect to commitments of the grant recipient to inclusive employment, contracting, and economic development. A Community Advisory Board shall be composed of representatives of the community, owners of businesses that serve the community, labor organizations that represent workers that serve the community, and State and local government.
Displacement	In accordance with the Uniform Relocation Act, DOT defines a displaced person as any [eligible] person who moves from the real property or moves his or her personal property from the real property ... as a direct result of written notice of intent to acquire, or the acquisition, rehabilitation, or demolition of real property in whole or in part for a Federally-funded project. See full definition in 49 CFR 24.2(a)(9).

Economically Disadvantaged Community	For the purposes of the RCP NOFO, applicants may demonstrate the “economic disadvantage” of the project area according to ONE of the following tools: 1) EPA Environmental Justice Screening and Mapping tool (EJSCREEN), Socio-economic indicator for low income, block groups in the 80th percentile or above, compared to the State. 2) Areas of Persistent Poverty table for the County or Census tract level. 3) DOT’s mapping tool for Historically Disadvantaged Communities, See Transportation Disadvantaged Census Tracts in ArcGIS Dashboards. 4) Other Federally designated community development zones (for example: Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods).
Eligible Facility	A highway or other transportation facility that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors.
Environmental Justice	Environmental justice, as defined by the U.S. Environmental Protection Agency, is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. See https://www.epa.gov/environmentaljustice
Equitable Development	Equitable development is a development approach for meeting the needs of all communities, including underserved communities through policies and programs that reduce disparities while fostering livable places that are healthy and vibrant for all.
Equity	The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as persons of color; religious minorities; LGBTQI+ persons; persons with disabilities; rural residents; and people living in poverty.
Gentrification	As defined by the U.S. Environmental Protection Agency, gentrification commonly refers to the process of neighborhood change that occurs as places of lower real estate value are transformed into places of higher real estate value. In recent

	years, gentrification has become an increasingly common occurrence because of the growing popularity of urban centers and existing communities. Gentrification is a nuanced process whose outcomes may be viewed as: positive based on improvements to physical and economic infrastructure; negative when cultural assets and cherished institutions are compromised; or both positive and negative when important services (retail, housing, transportation, and the like) are provided, but are unaffordable by long-standing residents.
Highway	The term “highway” includes a road, street, and parkway and is inclusive of its associated right-of-way. A highway may incorporate a bridge, railroad-highway crossing, tunnel, drainage structures, including public roads on dams, signs, guardrails, and other protective structures; and a portion of any interstate or international bridge or tunnel and the approaches thereto, the cost of which is assumed by a State transportation department. See 23 USC 101(a)(11).
Proposed Public Rights-of-Way Accessibility Guideline (PROWAG)	PROWAG means the Public Right-of-Way Accessibility Guideline as published by the United States Access Board. These guidelines cover pedestrian access to sidewalks and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking and other components of public rights-of-way. https://www.access-board.gov/prowag/
Rural	For the purposes of this NOFO, rural jurisdictions are those outside of Urbanized Areas with populations below 50,000. See U.S. Census Bureau resources on Rural America and Maps of Urbanized Areas . A list of Urban Areas for the 2010 Census is available in the Federal Register .
Underserved Communities	Refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.”
Unit of Local Government	The term “unit of local government” means any city, county, township, town, borough, parish, village, or non-general purpose local governments. For the purposes of this NOFO, a public transportation authority that is also a unit of local government would be eligible to apply.
Universal Design	Universal Design is the design and composition of an environment so that it can be accessed, understood and used to

	the greatest extent possible by all people regardless of their age, size, ability or disability. By considering the diverse needs and abilities of all throughout the design process, universal design creates products, services and environments that meet peoples' needs.
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2. Publication and Use of Application Information

After the selection process and announcement of awards, DOT intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. DOT may make application narratives publicly available or share application information within DOT or with other Federal agencies, if DOT determines that sharing is relevant to the respective program's objectives. The Department may use information contained in applications to inform wider research on past harms.

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it "Contains Confidential Business Information (CBI)"; (2) mark each page that contains confidential information with "CBI"; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 C.F.R. § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

3. DOT Feedback on Applications

DOT will not review applications in advance, but DOT staff are available for technical questions and assistance. DOT strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debriefing up to 90 days after the selected funding recipients are publicly announced. Program staff will address questions to reconnectingcommunities@dot.gov throughout the application period.

4. Rural Applicants

User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Chief Frank Trammer

DEPARTMENT: Police Department

ITEM/PROJECT/EVENT: Police Lieutenant Job Description

Council consideration to approve a job description for Police Lieutenant.

BACKGROUND INFORMATION:

The Stockbridge Police Department is requesting to add a police lieutenant position to more efficiently manage police operations and reduce costs associated with administratively uncontrollable overtime.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

POLICE CHIEF

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT

ATTACHMENTS:

Position Description

Job Title: Police Lieutenant
Department: Police
Pay Grade: 116
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position assists in the administration and supervision of the Police Department; directs, manages, supervises, and coordinates the activities and operations of an assigned unit, team, or division within the Police Department. Coordinates assigned activities with other divisions, departments, and outside agencies; provides responsible and complex administrative support to the Lieutenant Commander (Captain), Commander (Major), and Chief of Police.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Manages, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals.
- Coordinates daily work activities; organizes, prioritizes, and assigns work; monitors status of work activities; consults with assigned staff, assists with problem situations, and provides technical expertise.
- Communicates with Lieutenant Commander, Commander, supervisory personnel of adjoining shifts, other units/ divisions, and other individuals to gather/exchange information on orders, problems, special situations, or other areas requiring attention; relays pertinent information to assigned staff; coordinates work activities with those of other units/divisions and law enforcement agencies; provides assistance to Lieutenant Commander as needed; performs the duties of Lieutenant Commander in absence of same.
- Enforces all applicable codes, ordinances, laws, and regulations (including traffic, criminal and civil) to protect life and property, prevent crime, and promote security.
- Ensures departmental compliance with all applicable codes, laws, rules, regulations, standards, general orders, policies, and procedures; assists in ensuring adherence to established safety procedures; monitors work environment and use of safety equipment to ensure safety of employees and other individuals; initiates any actions necessary to correct deviations or violations.
- Performs administrative tasks; provides budgetary input; processes employee time sheets; develops work/vacation schedules to ensure adequate coverage; develops directed patrol assignments based on patterns of criminal activity in the community; prepares schedule of court dates for officers; assists in conducting roll call briefings to dispense information, make patrol assignments, or conduct roll call training.
- Reviews/approves reports/documentation completed by assigned personnel to ensure accuracy, completeness, and legality.

- Communicates with supervisors, officers, employees, dispatchers, other division/departments, law enforcement agencies, fire personnel, emergency/medical person, jail personnel; court officials, attorneys, victims, complainants, prisoners, suspect, students/parents, school teachers/officials, the public, outside agencies, and other individuals as needed to obtain information, coordinate activities, review status of work, exchange information, resolve problems, or give/receive advise/directions.
- Responds to complaints and questions related to law enforcement issues and activities; mediates civil disputes; provides information, research problems, and initiates problem resolution.
- Creates/maintains positive public relations with the general public; maintains and promotes peace and order in the community; provides education and information to the public on laws, law enforcement, crime prevention, drug abuse, gang awareness, safety, and related issues.
- Attends shift meetings, training sessions, and seminars as required to remain knowledgeable of departmental operations/activities, to promote improved job performance, and to stay current with changing policies, procedures, codes, and criminal/civil case law; participates in continuing education activities; reads professional literature; maintains professional affiliations.
- Performs other duties as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
 - Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
 - Ability to manage, direct and coordinate the work of supervisory, sworn and non-sworn personnel.
 - Ability to command respect of members of the department through exemplary leadership.
 - Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
 - Ability to manage competing priorities on multiple projects.
 - Ability to prepare clear and concise administrative and technical reports.
 - Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
 - Knowledge of pertinent Federal, State, and local laws, codes, and regulations
 - Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
 - Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
 - Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
 - Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
 - Skill in the proper use and care of firearms.
 - Ability to safely handle weapons and use force to restrain/subdue combative subjects.
 - Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
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- Ability to maintain all licenses, certifications, and qualifications required by position.
 - Ability to communicate clearly and concisely, both orally and in writing.

- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morose, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over sergeants, corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired;

seven (7) to nine (9) years of progressively responsible law enforcement experience to include two (2) years at the sergeant's level or above; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical abilities test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Police Lieutenant
Department: Police
Pay Grade: 116
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position assists in the administration and supervision of the Police Department; directs, manages, supervises, and coordinates the activities and operations of an assigned unit, team, or division within the Police Department. Coordinates assigned activities with other divisions, departments, and outside agencies; provides responsible and complex administrative support to the Lieutenant Commander (Captain), Commander (Major), and Chief of Police.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Manages, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals.
- Coordinates daily work activities; organizes, prioritizes, and assigns work; monitors status of work activities; consults with assigned staff, assists with problem situations, and provides technical expertise.
- Communicates with Lieutenant Commander, Commander, supervisory personnel of adjoining shifts, other units/ divisions, and other individuals to gather/exchange information on orders, problems, special situations, or other areas requiring attention; relays pertinent information to assigned staff; coordinates work activities with those of other units/divisions and law enforcement agencies; provides assistance to Lieutenant Commander as needed; performs the duties of Lieutenant Commander in absence of same.
- Enforces all applicable codes, ordinances, laws, and regulations (including traffic, criminal and civil) to protect life and property, prevent crime, and promote security.
- Ensures departmental compliance with all applicable codes, laws, rules, regulations, standards, general orders, policies, and procedures; assists in ensuring adherence to established safety procedures; monitors work environment and use of safety equipment to ensure safety of employees and other individuals; initiates any actions necessary to correct deviations or violations.
- Performs administrative tasks; provides budgetary input; processes employee time sheets; develops work/vacation schedules to ensure adequate coverage; develops directed patrol assignments based on patterns of criminal activity in the community; prepares schedule of court dates for officers; assists in conducting roll call briefings to dispense information, make patrol assignments, or conduct roll call training.
- Reviews/approves reports/documentation completed by assigned personnel to ensure accuracy, completeness, and legality.

- Communicates with supervisors, officers, employees, dispatchers, other division/departments, law enforcement agencies, fire personnel, emergency/medical person, jail personnel, court officials, attorneys, victims, complainants, prisoners, suspect, students/parents, school teachers/officials, the public, outside agencies, and other individuals as needed to obtain information, coordinate activities, review status of work, exchange information, resolve problems, or give/receive advise/directions.
- Responds to complaints and questions related to law enforcement issues and activities; mediates civil disputes; provides information, research problems, and initiates problem resolution.
- Creates/maintains positive public relations with the general public; maintains and promotes peace and order in the community; provides education and information to the public on laws, law enforcement, crime prevention, drug abuse, gang awareness, safety, and related issues.
- Attends shift meetings, training sessions, and seminars as required to remain knowledgeable of departmental operations/activities, to promote improved job performance, and to stay current with changing policies, procedures, codes, and criminal/civil case law; participates in continuing education activities; reads professional literature; maintains professional affiliations.
- Performs other duties as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION

- Knowledgeable of budgetary, personnel, and general administrative practices and procedures.
 - Knowledge of principles of supervision, training, performance evaluation, human relations, communication techniques; and so forth.
 - Ability to manage, direct and coordinate the work of supervisory, sworn and non-sworn personnel.
 - Ability to command respect of members of the department through exemplary leadership.
 - Ability to recommend and implement goals, objectives, and practices for providing effective and efficient law enforcement services.
 - Ability to manage competing priorities on multiple projects.
 - Ability to prepare clear and concise administrative and technical reports.
 - Knowledge of modern police procedures, methods, techniques, and practices in patrol, crime prevention, investigation, and administration.
 - Knowledge of pertinent Federal, State, and local laws, codes, and regulations
 - Ability to understand, interpret, and apply Federal, State, and local policies, procedures, laws, and regulations.
 - Knowledge of principles and practices of search and seizure and preservation and presentation of evidence.
 - Ability to serve in a law enforcement capacity in a responsible and effective manner under difficult, stressful, or life-threatening situations.
 - Ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action with due regard to surrounding hazards and circumstances.
 - Skill in the proper use and care of firearms.
 - Ability to safely handle weapons and use force to restrain/subdue combative subjects.
 - Skill and ability to drive and operate the department's vehicles and equipment in a safe and efficient manner.
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- Ability to maintain all licenses, certifications, and qualifications required by position.
 - Ability to communicate clearly and concisely, both orally and in writing.

- Ability to understand and respond quickly, calmly, decisively, and accurately to written and oral directions, instructions, inquiries, and requests in all situations.
- Ability to observe accurately and remember names, faces, numbers, incidents, and places, and record information clearly and completely.
- Ability to establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.
- Ability to foster appropriate intra and interagency communications.
- Ability to handle situations firmly, courteously, tactfully, and impartially.
- Ability to facilitate effective conflict resolution.
- Ability to work independently or as a team member effectively within the guidelines of standard operating procedures, department rules and regulations, and within the scope of authority for the position.
- Ability to learn, display, and maintain all skills, knowledge, and abilities for performance of all duties and responsibilities, as outlined in this job description.
- Ability to meet physical, mental, or other job specific requirements.
- Knowledge of geography of City of Stockbridge, preferred.

PHYSICAL DEMANDS

Effective audio and visual discrimination and perception needed to make observations; read and write; drive safely and simultaneously operate emergency lights, siren, radio, and computer; speak clearly and concisely, free from speech impediments; hear and understand radio, telephone, and normal range of verbal communications, discern color differences; identify and distinguish smells of different materials; sit or stand for prolonged periods; walk, run, stoop, kneel, crawl and crouch; walk up and down flights of stairs; climb or jump over obstacles such as fences, shrubs and ditches; run fast for short periods of time to apprehend suspects or provide emergency assistance; confront armed and dangerous subjects; make precise and coordinated finger, hand and limb movement; maintain uniform, controlled hand-arm posture or movement; push, pull or drag and adult (averaging 160 pounds); lift, pickup, and/or carry all sort of items of 50 pounds or more; use force to restrain/subdue combative subjects; work efficiently for long periods of time; drive motor vehicles under emergency and non-emergency conditions; fire weapon and/or utilize other non/less-lethal weapons on duty; perform lifesaving procedures; perform prolonged periods of concentrations such as proof reading, figure work, and reading various law enforcement materials; function effectively under stress; ability to deal effectively with the morbid, the repugnant, the abnormal, the morose, the psychotic, the neurotic, and otherwise unpleasant and unusual facets or results of human behavior.

WORK ENVIRONMENT

Work is performed either in an office environment or in a variety of field and office settings and may require exposure to dangerous and life-threatening situations. Must be willing to carry a firearm; mentally and physically capable of taking the life of another, if justified; willing to work any hour of the day or night (shift work), overtime, weekends on call and holidays; work at any location in the city and travel in specific assignments.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over sergeants, corporals, detectives, police officers and support positions as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Political Science, Criminology, Criminal Justice, or related field desired;

seven (7) to nine (9) years of progressively responsible law enforcement experience to include two (2) years at the sergeant's level or above; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; Certified Peace Officer under regulations of Georgia Peace Officer Standards and Training Council (P.O.S.T.); valid Georgia Driver's License; successfully pass pre-employment physical abilities test, medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Position Description

Job Title: Administrative Manager
Department: Police
Pay Grade: 116
FLSA Status: Exempt
Designation: Safety Sensitive

JOB SUMMARY

This position is responsible for directing, coordinating, and supervising the activities of the Administrative Unit. The Administrative Unit consists of Records/GCIC, Fleet Operations, Quartermaster, Logistics, and Building Services. Work consists of coordinating assigned activities with other divisions, departments, and outside agencies; and providing highly efficient and effective administrative support to the Police Department.

MAJOR DUTIES

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Develops and implements goals, policies, and priorities; oversees the training of employees; evaluates work plans, staffing, and organizational effectiveness of the Administrative Unit operations; analyzes and solves problems.
- Plans, directs, coordinates, and reviews the work of the Police Records Unit staff, assigns work activities, projects, and programs; reviews and evaluate work products, methods, and procedures; meets with staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements corrective action when needed.
- Assume responsibility for the overall efficiency of records equipment; troubleshoots technical problems; oversees the evaluation, procurement, and implementation of equipment essential to records functions.
- Manages the police fleet to include the development and administration of a preventative maintenance program.
- Prioritizes, reviews, and approves maintenance requests.
- Offers advice and consultation on potential safety issues as they pertain to the use of city vehicles in a variety of assignments.
- Oversees transport of vehicles for repair. Contracts individual repairs with vendors and negotiates charges to be billed to city as required.
- Coordinates vehicle purchases.
- Manages and oversees the installation and/or modification of all equipment/hardware in the police fleet which includes the city's radio system, mobile data terminals, wireless digital in-car video systems, and GPS tracking systems.
- Coordinates vehicle changeover processes.
- Oversees delivery of vehicles for installation of radios, light bars, weapons racks, etc., and inspects vendors work.
- Oversees the registration of new vehicles, and the installation of license plates and City tags on vehicle.

- Submits state and county paperwork to Finance Department.
- Coordinates with public works on the updating and management of the City's fuel system. Enters new vehicle information into vehicle replacement system. Oversees updating of all Fleet Operations databases.
- Ensures appropriate repairs are made; proper documentation is provided to Finance and approves invoices.
- Administers and coordinates the Police Department Motor Pool program.
- Assigns vehicles as needed, ensures vehicles are returned at designated times and locations. Services special needs and requests by staff members.
- Advises and assists officers with routine maintenance of vehicles.
- Trains officers as needed on operation of after-market equipment installed in police vehicles.
- Supervises and coordinates the quartermaster role.
- Manages supplies and office equipment use through departmental check-out system; issues supply and equipment (keys) to staff.
- Processes requisitions for a variety of purchases thru the purchasing system.
- Maintains the day-to-day working systems of police facilities, including but not limited to structural issues, electrical work, heating, and cooling systems, and general building maintenance.
- Coordinates building maintenance/repairs at the discretion of the Chief of Police or his/her designee.
- Works closely with all contractors/vendors related to repairs and maintenance both in advance of their arrival and while they work on-site at police facilities.
- Operates department vehicle in performance of duties.
- Performs other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:

- Knowledge of personnel management and leadership principles.
- Ability to plan, schedule, assign, supervise, review, and evaluate the work of assigned staff.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to understand the organization, operation, and services of the city, the Police Department, and of outside agencies as necessary to assume assigned responsibilities.
- Ability to understand, interpret, and apply general administrative and departmental policies and procedures.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Ability to adapt to changing technologies and learn functionality of new equipment and systems.
- Knowledge of Georgia Open Records and Public Disclosure Laws.
- Knowledge of principles and methods of records and information management.
- Knowledge of crime reporting through the Federal Bureau of Investigation (FBI), National Incident-Based Reporting System (NIBRS) and Uniform Crime Reports (UCR).
- Knowledge of automotive fleet management and procurement.
- Knowledge of sources, suppliers, and substitutions for specialized materials and equipment used in the automotive repair industry.

- Knowledge of personal computers, network hardware, network operating systems, database software and other information technology equipment and systems to effectively operate and maintain a fleet, its maintenance records and replacement program.
- Knowledge of principles, methods, and procedures utilized in the purchase of departmental supplies and equipment.

PHYSICAL DEMANDS

Sit or stand for prolonged periods; correctable visual acuity to read a computer screen and a typeset page; fine finger dexterity to manipulate computer keyboard and mouse; speak audibly and clearly; hear in-person, radio, and telephone conversations; occasionally transport objects weighing up to 25 lbs.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Exercise's supervision over records personnel and support positions as assigned.

WORK ENVIRONMENT

Work is performed in an office environment and on or about the grounds of police facilities, often requiring off-site travel/assistance, including emergency maintenance services. Work may be performed under highly stressful conditions and/or with assigned deadlines.

MINIMUM QUALIFICATIONS

Bachelor's degree in Business Administration, Public Administration or related field desired; four (4) to six (6) years of progressively responsible experience in records and/or fleet management to include two (2) years at a supervisory level; Any equivalent combination of education, training, and experience which provides the knowledge, skills and abilities for the job may be considered in lieu of educational requirement; valid Georgia Driver's License; successfully pass pre-employment medical and drug screen; satisfactory motor vehicle record (MVR); and acceptable background investigation.

The City of Stockbridge, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The City has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

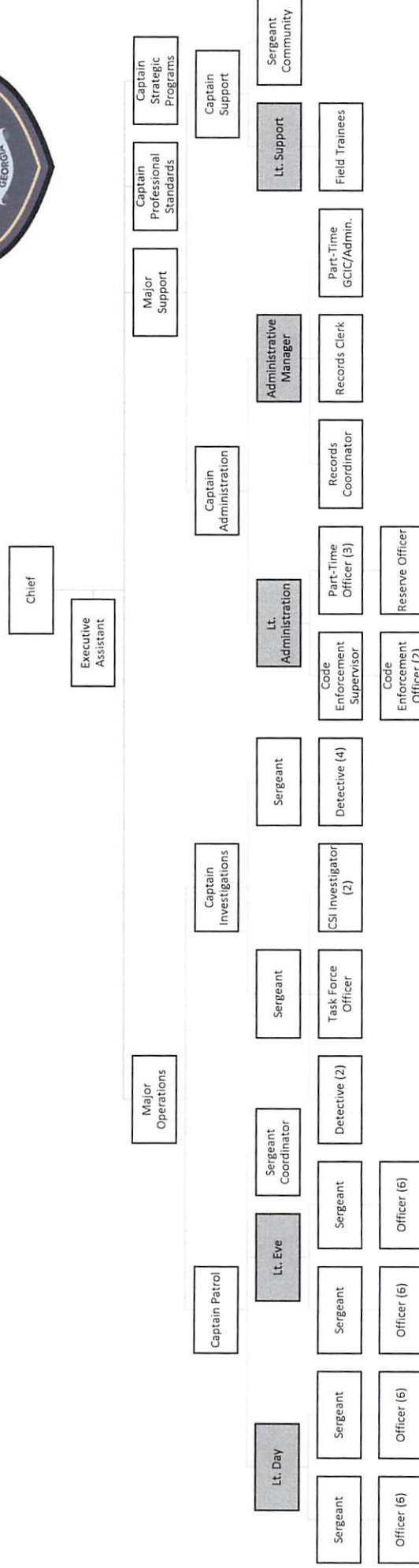
Date

Supervisor (or HR) Signature

Date

Total Full-Time Sworn 52
 Total Full-Time Civilian 6
 Total Full Time Employees 58

City of Stockbridge Police Department- Organizational Chart Revised 10/10/2022





Financial Impact of Reclassification

Current Position	Classification	Current Salary	Overtime	Total Salary	Classification	Reclassified Position	New Salary	Total Salary	Difference
Sergeant	Non-Exempt	\$ 81,211.00	\$ 6,090.83	\$ 87,301.83	Exempt	Lieutenant	\$ 85,271.55	\$ 85,271.55	\$ (2,030.28)
Sergeant	Non-Exempt	\$ 78,799.00	\$ 5,909.93	\$ 84,708.93	Exempt	Lieutenant	\$ 82,738.95	\$ 82,738.95	\$ (1,969.98)
Sergeant	Non-Exempt	\$ 76,549.00	\$ 5,741.18	\$ 82,290.18	Exempt	Lieutenant	\$ 80,376.45	\$ 80,376.45	\$ (1,913.73)
Sergeant	Non-Exempt	\$ 75,018.00	\$ 5,626.35	\$ 80,644.35	Exempt	Lieutenant	\$ 78,768.90	\$ 78,768.90	\$ (1,875.45)
Supervisor	Non-Exempt	\$ 75,041.00	\$ 5,628.08	\$ 80,669.08	Exempt	Manager	\$ 78,793.05	\$ 78,793.05	\$ (1,876.03)
Total		\$ 386,618.00	\$ 28,996.37	\$ 415,614.37			\$ 405,948.90	\$ 405,948.90	\$ (9,665.47)



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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 IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Brecca Carter, Director and Ryan Anderson, Chief Planner.

DEPARTMENT: Community Development.

ITEM/PROJECT/EVENT:

Consider an Annexation request (AX-2022-01) by S3 Capital Investments, LLC, represented by Battle Law, to annex property at 2125 Highway 42 North, with 20 +/- acres, into the City to allow for an independent living/age-restricted residential development. The existing Southern Crescent Rehabilitation and Retirement Center would remain, and 100 new independent living/age-restricted residential units would be constructed. The property would be combined with an adjacent parcel to the north, at Highway 42 North and Technology Parkway (in the City), where 176 units would be constructed.

BACKGROUND INFORMATION:

Proposed Development—Existing facility plus 276 new independent living, age-restricted, attached and detached residential units on two parcels, with 42.01 +/- acres.

Staff & Planning Commission Recommendation—Approval of AX-2022-01.

Companion Applications—1) CP-2022-02 to request a change in the land use designations of both parcels to 'High-Density Residential'; and 2) RZ-2022-02 to request the rezoning of both parcels to PUD.

Previous Henry County Rezoning—Case #RZ-21-18 on 7/20/21; rezoned from OI to MU with 24 conditions.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER N/A _____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes



TO: Mayor and City Council, City of Stockbridge

FROM: Linda Logan, Senior Planner

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 10, 2022

SUBJECT: **Annexation Case #AX-2022-01** for Property at 2125 Highway 42 North within unincorporated Henry County

I. PURPOSE

Consider a petition to annex 22.01 +/- acres of land at **2125 HIGHWAY 42 NORTH** within unincorporated Henry County, located in Land Lot 31+ of District 7, and comprising Parcel #071-01034012. The application by S3 Capital Investments, LLC, is represented by Battle Law, P.C., as part of a development proposal to include Parcel #071-01034014 within the Stockbridge City Limits at Highway 42 North and Technology Parkway).

II. BACKGROUND DATA TABLE

Proposed Development	Age-restricted residential development.
Site Address	2125 Highway 42 North, across from Summit View Drive.
Parcel Identification	Parcel #071-01034012.
Parcel Acreage	20.01 +/- acres.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	N/A
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	N/A
Current Use	Southern Crescent Rehabilitation &

	Retirement Center.
Surrounding Land Uses	• <u>North</u>—Vacant land. • <u>South and West</u>—Magnolias @ Eagles Landing Subdivision. • <u>East</u>—Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

III. OTHER FINDINGS OF FACT

1. The applicant had submitted a letter which requested the deferral of this application from the July 28, 2022, Planning Commission meeting and the August 8, 2022 City Council meeting. The Staff recommended the deferral of this case, and AX-2022-01 was subsequently deferred at both meetings.
2. The applicant has also applied for a Comprehensive Plan Amendment (CP-2022-02) and a rezoning of the property (RZ-2022-02).
3. The applicant seeks to combine the subject property with Parcel # 071-01034014 to the north, within the Stockbridge City Limits, for which a Recombination Plat application will be required.
4. A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.
5. This property was previously rezoned by the Henry County Board of Commissioners on July 20, 2021, via Rezoning Case #RZ-21-18 and Resolution #21-135, from 'OI' (Off-Institutional) to 'MU' (Mixed-Use), with twenty-four (24) Zoning Conditions. The City of Stockbridge's Community Development Department has identified nineteen (19) of them which are applicable to the proposed development, and which comply with the City's Unified Development Code (UDC).

IV. PROJECT DESCRIPTION

The applicant requests the annexation of the subject property at 2125 Highway 42 North (Tract 1) as part of an independent living residential development proposal, which would include the adjacent property to the north. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, as well as the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. The adjacent parcel (Tract 2), which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

To allow for the proposed development, the applicant has also applied for a rezoning of the subject property (from Henry County's 'MU' (Mixed Use) to the City's 'PUD' (Planned

Unit Development), as well as a change in the property's land use designation (from Henry County's 'MIX' (Mixed Use) to the City's 'High-Density Residential'. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

The applicant's submitted Conceptual Site Plan shows that three accesses would be provided into the proposed development. These include the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; a new entrance off Highway 42 North, across from Glenmore Lane; and the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

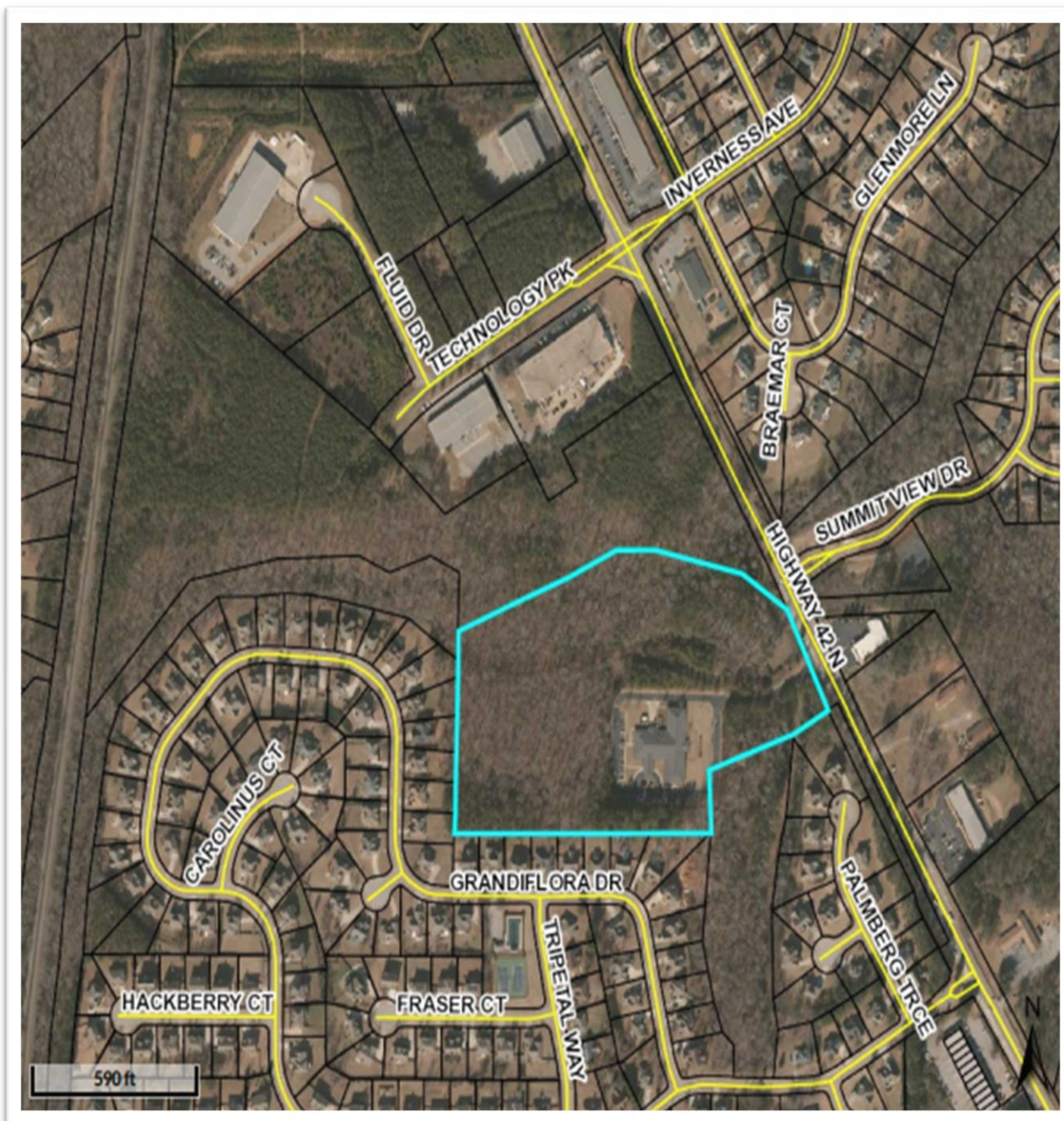
The companion rezoning application states that the applicant will be submitting a proposed list of conditions for adoption, but such list has not yet been received by Community Development.

V. MAPS AND ILLUSTRATIONS TO FOLLOW:

- A. Aerial Photograph
- B. Boundary Survey
- C. Henry County Zoning Map
- D. City of Stockbridge Zoning Map
- E. Henry County Land Use Designation Map
- F. Conceptual Site Plan
- G. Rendering

A. AERIAL PHOTOGRAPH

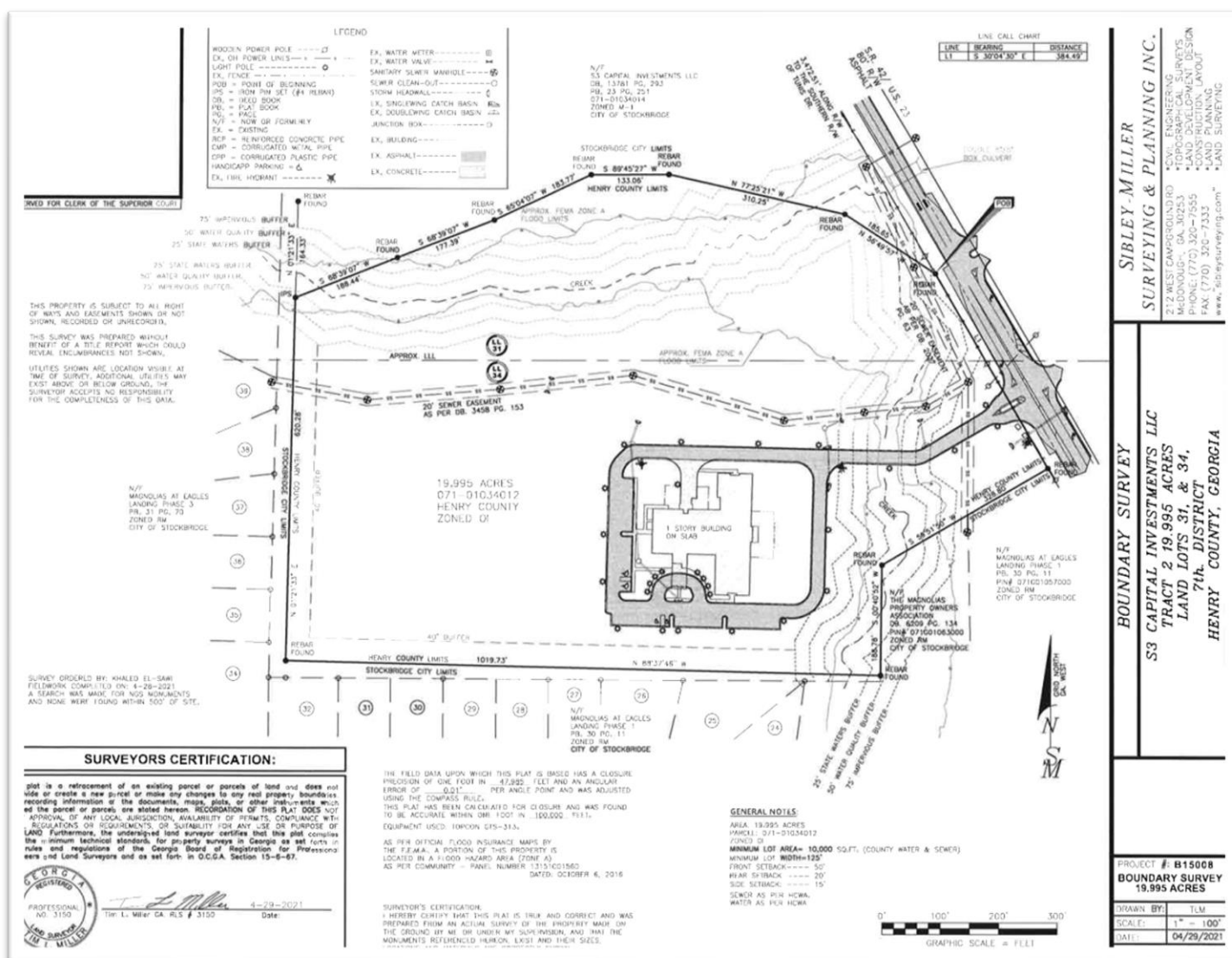
Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"



B. BOUNDARY SURVEY

Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



C. HENRY COUNTY ZONING MAP

From the Henry County Tax Assessors' Office

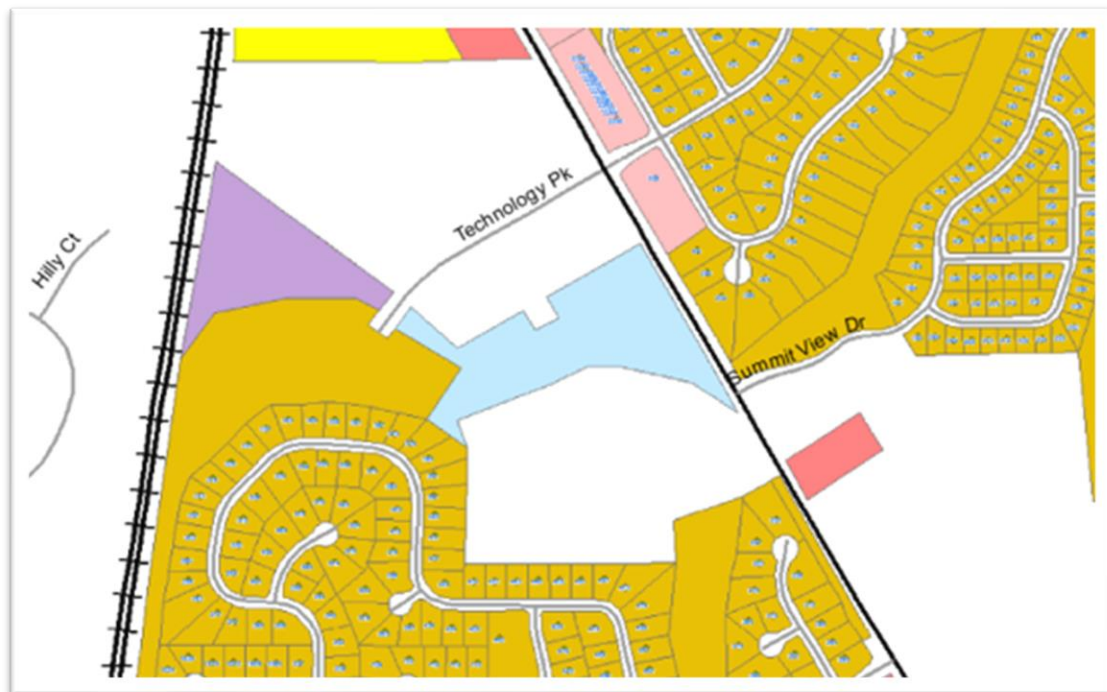
The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).



D. CITY OF STOCKBRIDGE ZONING MAP (Excerpts)

Legend:

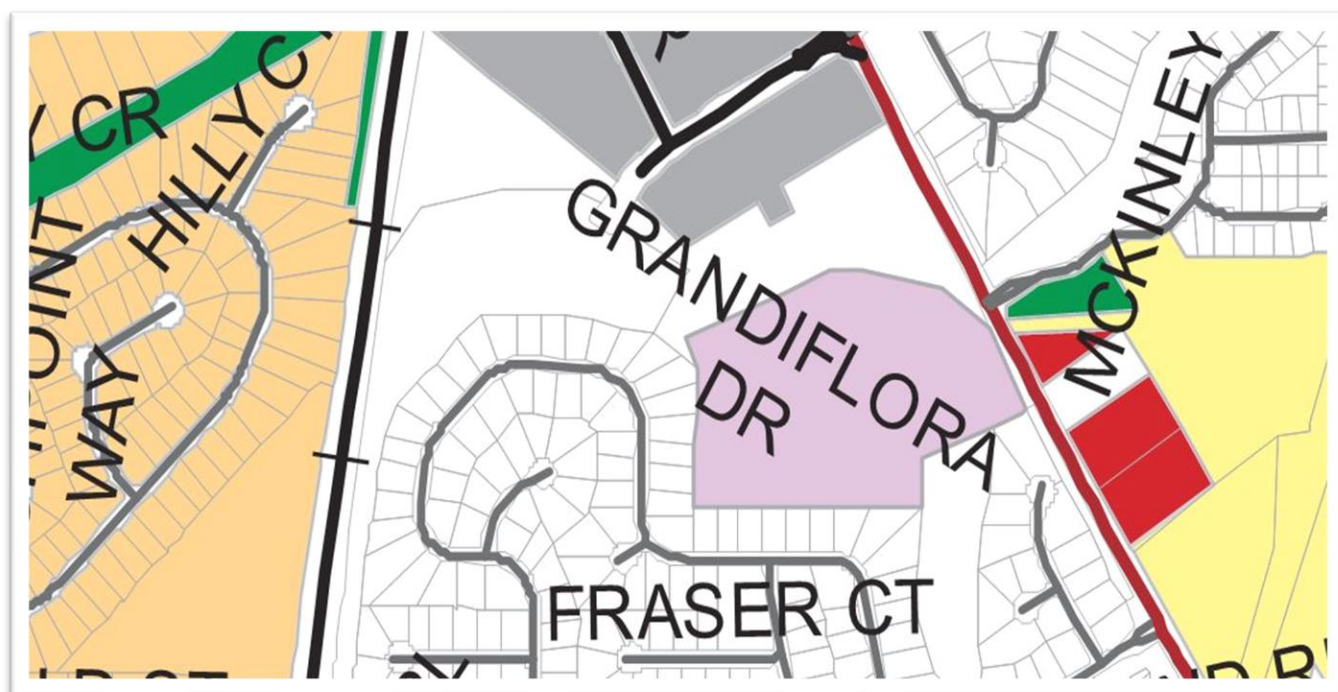
- Main Road – Highway 42 North
- Lavender – LI (Light Industrial)
- Light Blue – OI (Office-Institutional)
- Gold – MFR (Multiple Family Residential)
- Gold area to the west and south -- Magnolias at Eagles Landing Subdivision
- Gold area to the east -- Highlands at Eagles Landing Subdivision & Summit at Eagles Landing Subdivision
- Light Pink – C-1 (Neighborhood Commercial)
- Medium Pink – C-2 (General Commercial)
- Yellow – SR (Suburban Residential)
- White – Located outside of the City



E. HENRY COUNTY LAND USE DESIGNATION MAP

From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



SITE DATA									
BLK	TR. AREA	PINCEL. EX.	PROPERTY OWNER	CURRENT ZONING	PROPOSED ZONING	PROPOSED LOT	PROPOSED LOTS	PROPOSED LOTS	PROPOSED DENSITY
1	2.5 AC	27-100000	DAVIDSON CRESCENT REAL	RESIDENTIAL	RESIDENTIAL	100	100	100	100
2	2.5 AC	27-100000	DAVIDSON CRESCENT REAL	RESIDENTIAL	RESIDENTIAL	100	100	100	100
							TOTAL	200	200

G. RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.



V. ANALYSIS OF REQUEST

The applicant requests a **petition for annexation** under the City of Stockbridge Unified Development Code, Section 9.8. The Planning Commission and the City Council shall consider the following standards in considering any proposal that would result in a change to the text or map of this UDC, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal.

1. ***Is the subject property contiguous to the existing corporate limits with at least one-eighth of the aggregate external boundaries coinciding? Contiguous means-- abuts the municipal limits, or is separated by a street, river or railroad-type of right-of-way, or city land, or land owned by some other political subdivision, or lands, or lands owned by the state.***

Yes. The subject property is contiguous with Parcel #071-01034014 to the north, which would be combined with the subject property to form the overall proposed development.

2. ***Describe what method (100%, 60% or Referendum and Resolution) the applicant is utilizing for the proposed annexation.***

The 100% Method would be used.

3. ***Is any part of the subject property being proposed for annexation [located] within the boundary of another municipal corporation or county?***

Yes. It is located within Henry County.

4. ***Is any part of the subject property receiving municipal services from any entity other than the city proposing annexation?***

Yes. Water and sewer services are provided by the Henry County Water Authority. Fire and EMS services are provided by Henry County. Electricity is provided by Georgia Power Company. Police services are provided by Henry County.

5. ***Is the subject property for the proposed annexation being developed for urban purposes-- defined as a minimum of two people per acre?***

Yes. The applicant proposes to maintain the existing rehabilitation and rehabilitation facility, and to construct 100 "independent living" units on the subject property.

6. ***Is the proposed annexation consistent with the Comprehensive Plan?***

No. The subject property has a Henry County land use designation of 'MIX' (Mixed-Use). The adjacent Tract 2 to the north, which would be combined with the subject

property for the proposed development, has a dual land use designation of 'Low-Density Residential' and 'Light Industrial'. Although the applicant's proposed Comprehensive Plan Amendment of the subject property to 'High-Density Residential' would not be compatible with these designations, the applicant also seeks to change the land use designations of Tract 2 to 'High-Density Residential'.

7. *Does the proposed annexed property share a common zoning classification with the adjoining City property as described in Section 9.8 of the Unified Development Code?*

No. However, the applicant seeks to rezone both properties to 'PUD' (Planned Unit Development).

8. *Potential positive effects of the proposed annexation on the character of the proposed zoning district, a particular piece of property, neighborhood, a particular area, or community.*

As part of the proposed development, the developer would maintain the existing Southern Crescent Rehabilitation & Rehabilitation Center. Since many of the proposed residential units would be located to the rear of this facility or at the end of Technology Parkway, they may not be visible from Highway 42 North.

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

The subject property is already developed with the existing Southern Crescent Rehabilitation & Retirement Center. The Conceptual Site Plan shows the presence of a stream, which would be traversed by a proposed internal street. A large open space area would be designated along the stream, which should be preserved.

10. *The impact upon adjacent property owners should the request be granted.*

To the south and west of the subject property lies The Magnolias at Eagles Landing Subdivision, which appears to be fully developed. The proposed residential units would be near the lots in that subdivision, but a significant buffer is shown on the site plan. It may be prudent for the developer to also install a fence along the perimeter of the property.

11. *The potential impact of the annexation on City infrastructure including water and sewage system.*

A letter from the Henry County Water Authority, dated May 23, 2022, stated that water service, sewage treatment, and sewer line capacity are all available for the subject property. However, it further states that the proposed site plan would be "in conflict" with an existing 8-inch sewer line, and that the sewer would need to be relocated at the developer's expense. In addition, an easement would be required to

access the sewer line from Highway 42 North.

12. *The impact of the proposed annexation on adjacent thoroughfares and pedestrian and vehicular circulation and traffic volumes.*

The City's Fire Marshal reviewed the Conceptual Site Plan. He was pleased that an additional access would be provided off Highway 42 North, and he did not identify any issues with the proposed internal traffic circulation.

Regarding the new access to be provided from Highway 42 North across from Glenmore Lane, it is recommended that a deceleration lane be added.

Traffic from the residential units to be constructed at the end of Technology Parkway would use the same intersection on Highway 42 North as traffic from the Highlands at Eagles Landing Subdivision to the east. The developer should coordinate with Georgia DOT officials to determine whether any intersection improvements would be needed.

Summary of Impacts / Concerns

Code Compliance	Property's zoning and land use designation are not compatible, but applicant has requested a rezoning and Comprehensive Plan amendment.
Police Department	To be served by Stockbridge Police Department.
Fire Marshal	Acceptable access and internal circulation.
Water and Sewer	Available water service, sewage treatment, and sewer line capacity, but developer would need to relocate the existing sewer line and obtain an easement.
Building	N/A
Traffic	Would bring additional traffic to the intersection of Highway 42 North / Technology Parkway / Inverness Avenue.
Environmental Conditions	Developer would need to coordinate with City engineers and other environmental officials regarding a bridge crossing over the stream, and the protection of sensitive floodplain areas.

VI. CONCLUSIONS

1. Reasonableness of Requested Annexation -- The proposed annexation is reasonable in view of the following:

- a. The applicant's plans to include the subject parcel with the adjacent parcel for a proposed independent living/age-restricted development traversing both parcels;

- b. The surrounding land uses and conditions; and
- c. The satisfactory findings of the twelve (12) Analysis criteria above.

2. Needed Zoning Conditions -- It would be appropriate to require nineteen (19) of the twenty-four (24) Zoning Conditions that were required by Henry County in the RZ-21-18 rezoning approval of this property last year, which comply with the City's UDC, and which are suitable for the proposed development on the subject property.

VII. STAFF RECOMMENDATION

The Community Development Staff recommends **APPROVAL WITH CONDITIONS** for the proposed annexation of the subject property at 2125 Highway 42 North into the Stockbridge City Limits, conditioned upon the following nineteen (19) Zoning Conditions:

1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.
2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and they shall have a deceleration lane and an acceleration taper which are designed and constructed to Henry County DOT's standards.
3. All disturbed areas shall be sodded, except where landscaping is present or installed.
4. The residential portion of the development shall consist of cluster single-family attached and detached units only. The total number of dwelling units shall be limited to one hundred (100). Compliance with zoning conditions and development standards may further limit the number of dwelling units.
5. An on-site amenity package shall be provided, and it shall consist of at least the following:
 - a. A Community Center which includes, at a minimum, a fitness facility, a meeting room, and a business center.
 - b. Two (2) cabanas.
 - c. Two (2) swimming pools.
 - d. Two (2) outdoor recreation areas, including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.
6. The Community Center shall be completed prior to the issuance of the fiftieth (50th) building permit of a single-family attached or detached dwelling unit.

7. The residential portion of the development shall comply with Section 3.2.35 of the City's Unified Development Code (UDC) regarding the provision of single-family senior adult housing.
8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.
9. Any approved development permit shall be limited to a maximum of sixty (60) dwelling units until the proposed access point to the north, as depicted on the RZ-21-18 rezoning site plan, dated April 9, 2021, is designed and constructed to the standards of Henry County DOT and the City of Stockbridge, and it connects to an already-existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution, or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.
10. The subject property shall not, at any time, be developed as a traditional single-family and/or multifamily residential development (even if it is age-marketed or age-targeted), or any other type of residential community that does not require each single-family attached or detached unit to house an individual who requires a level of care that is provided by the assisted living facility.
11. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners / operators of the existing rehabilitation center and/or assisted living facility at the subject property, which is currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.
12. A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to Georgia DOT of the site's existing access, per Georgia DOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements that are required by the City of Stockbridge Unified Development Code (UDC).
13. The dwelling units shall have a minimum of 1,200 square feet, with a running minimum average of 1,800 square feet.
14. The dwelling units shall be Craftsman style, as approved by the Community Development Department, and they shall have a water table that is at least three (3) feet high, consisting of brick or similar materials.

15. Each dwelling unit shall have a garage. Garages shall be setback by a minimum of twelve inches (12") from the front dripline of the home. Greater than 50 percent of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding that is complimentary to the exterior of the homes.
16. An adequate number of dwelling units shall be reserved for those leaving the care of assisted living, who are needing transitional living arrangements.
17. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a fence that is four (4) feet high, at a minimum, and shall be included in the common area to be maintained by the HOA.
18. An HOA shall be required, and it shall maintain the common areas and building exteriors.
19. Interior sidewalks shall be a minimum of eight (8) feet wide. Exterior sidewalks along Highway 42 shall be a minimum of ten (10) feet wide.

Presentation For AX-2022-01:

Annexation Request for the Proposed

“Southern Crescent” Mixed

Residential Development

At 2125 Highway 42 North

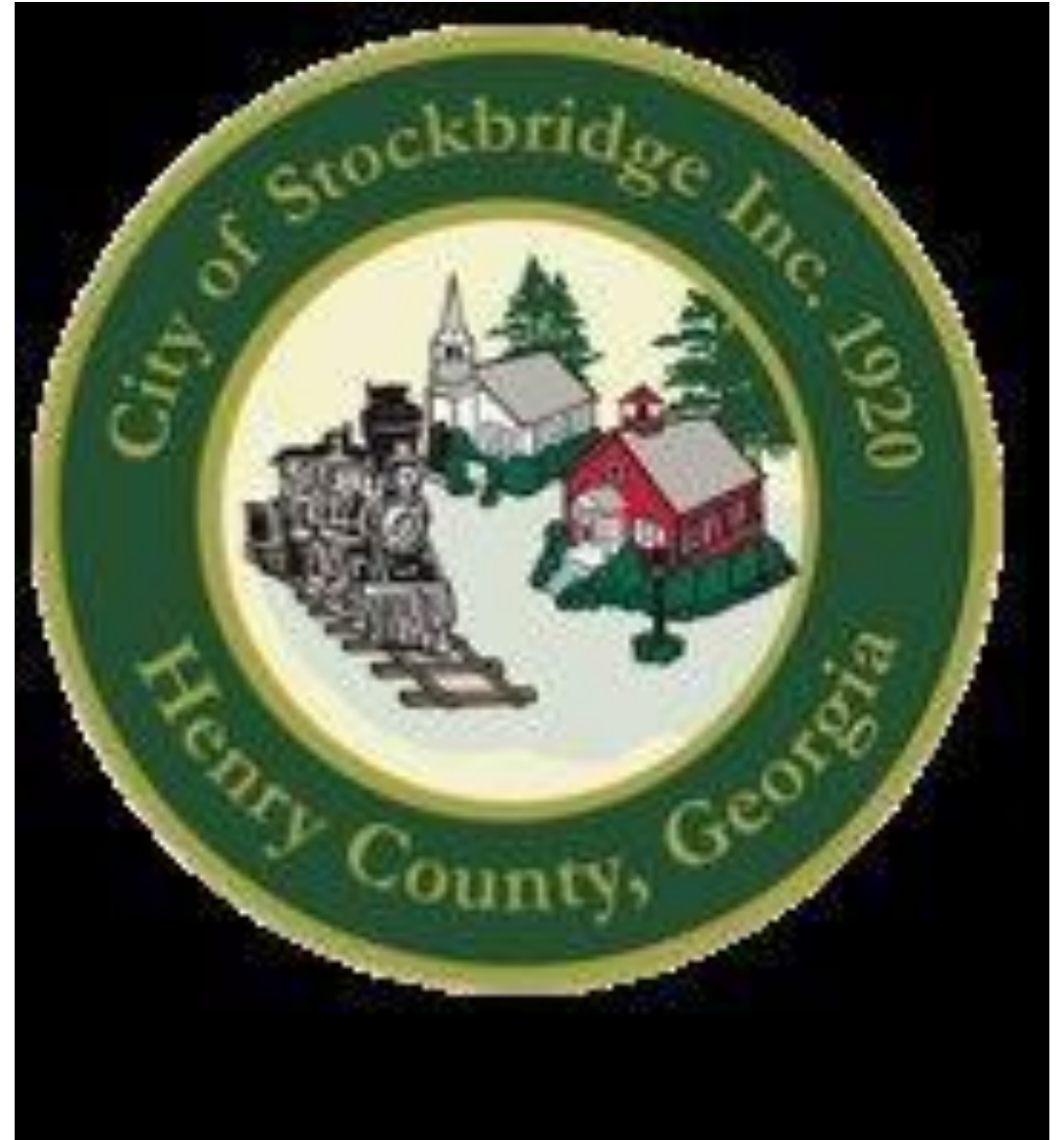
Presented To:

Planning Commission – August 25, 2022

City Council – October 10, 2022

By:

City of Stockbridge Community
Development Department,
Planning and Zoning Division

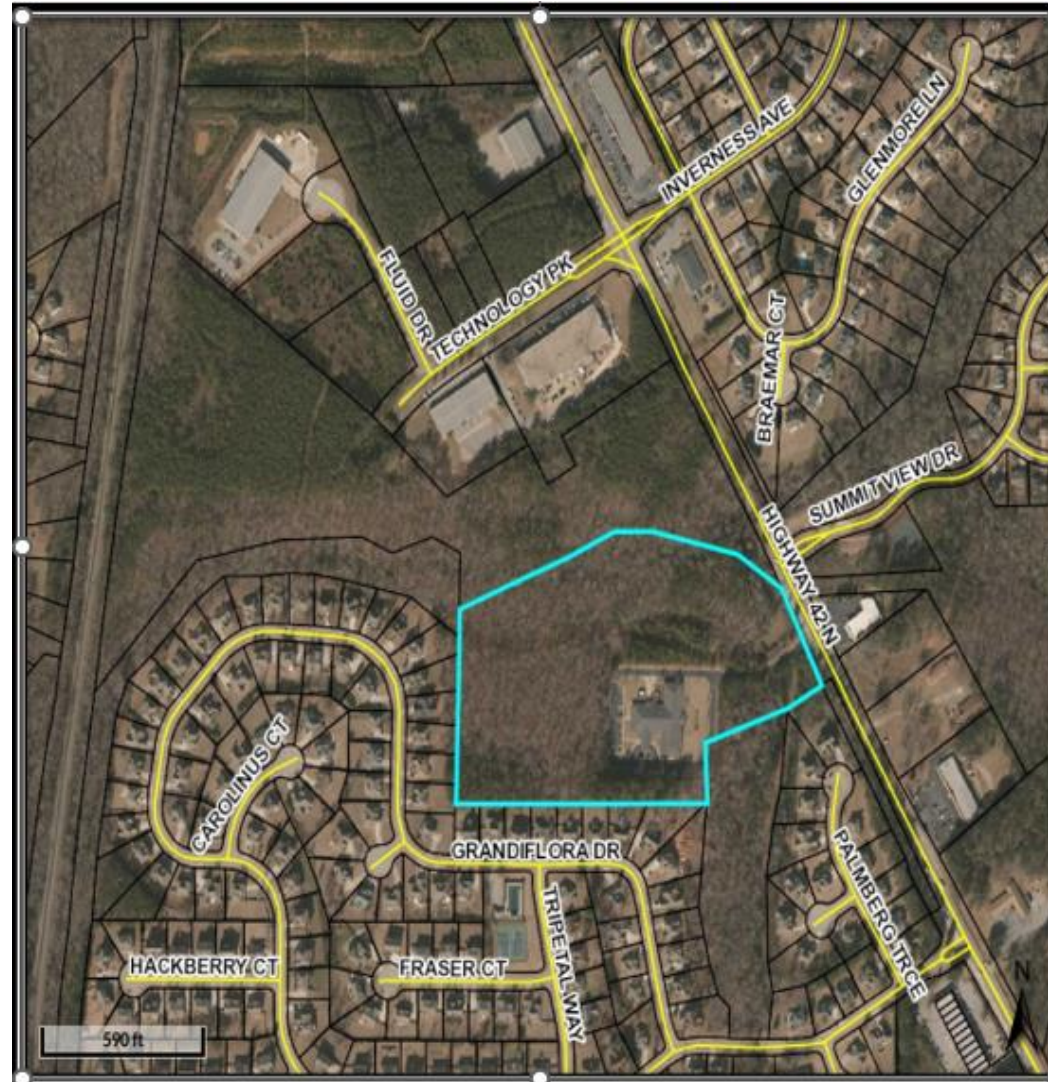


AERIAL PHOTOGRAPH OF SUBJECT PROPERTY:

Outside the City; to Be Annexed

Parcel #071-01034012 at 2125 Highway 42 North

With 20.00 +/- Acres



PURPOSE

APPLICANT'S REQUEST -- Consider a petition to annex 22.01 +/- acres of land at 2125 Highway 42 North within unincorporated Henry County, located in Land Lot 31+ of District 7, and comprising Parcel #071-01034012.

The application by S3 Capital Investments, LLC, is represented by Battle Law, P.C., as part of a development proposal to include Parcel #071-01034014 within the Stockbridge City Limits at Highway 42 North and Technology Parkway.

BACKGROUND INFORMATION

CATEGORY	FINDINGS
Proposed Development	Independent living / age-restricted residential development.
Site Address	1225 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Parcel #071-01034012 in unincorporated Henry County.
Parcel Acreage	20.01 +/- acres.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	N/A
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	N/A
Current Use	Southern Crescent Rehabilitation & Retirement Center.
Surrounding Land Uses	~ <u>North</u>—Vacant land. ~ <u>South and West</u>—Magnolias at Eagles Landing Subdivision. ~ <u>East</u>—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

PROJECT DESCRIPTION

Proposed Development -- Independent living / age-restricted residential development proposal, to include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, and the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

Companion Applications -- To allow for the proposed development, the applicant has also applied for a Rezoning of the subject property via RZ-2022-02, from Henry County's 'MU' (Mixed Use) to the City's 'PUD' (Planned Unit Development); as well as a Comprehensive Plan Amendment via CP-2022-02, to change the property's land use designation from Henry County's 'MIX' (Mixed Use) to the City's 'High-Density Residential'. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

Applicant's Conceptual Site Plan -- Shows that three accesses would be provided into the proposed development: 1) the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; 2) a new entrance off Highway 42 North, across from Glenmore Lane; and 3) the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Amenities -- Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

Rendering -- The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

OTHER FINDINGS OF FACT

1. **Companion Applications--**The applicant has also applied for a Comprehensive Plan Amendment (CP-2022-02) and a rezoning of the property (RZ-2022-02).
2. **Combination of Two Parcels--**The applicant seeks to combine the subject property with Parcel # 071-01034014 to the north, within the Stockbridge City Limits, for which a Recombination Plat application will be required.
3. **Existing Stream Between Parcels--**A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.
4. **Previous Henry County Rezoning—**The property was rezoned by Henry County last year (Case #RZ-21-18 on 7/20/21) from 'OI' (Office-Institutional) to 'MU' (Mixed-Use), with twenty-four (24) Zoning Conditions. The Stockbridge Community Development Department has identified nineteen (19) of them which are applicable to the proposed development, and which comply with the City's Unified Development Code (UDC).

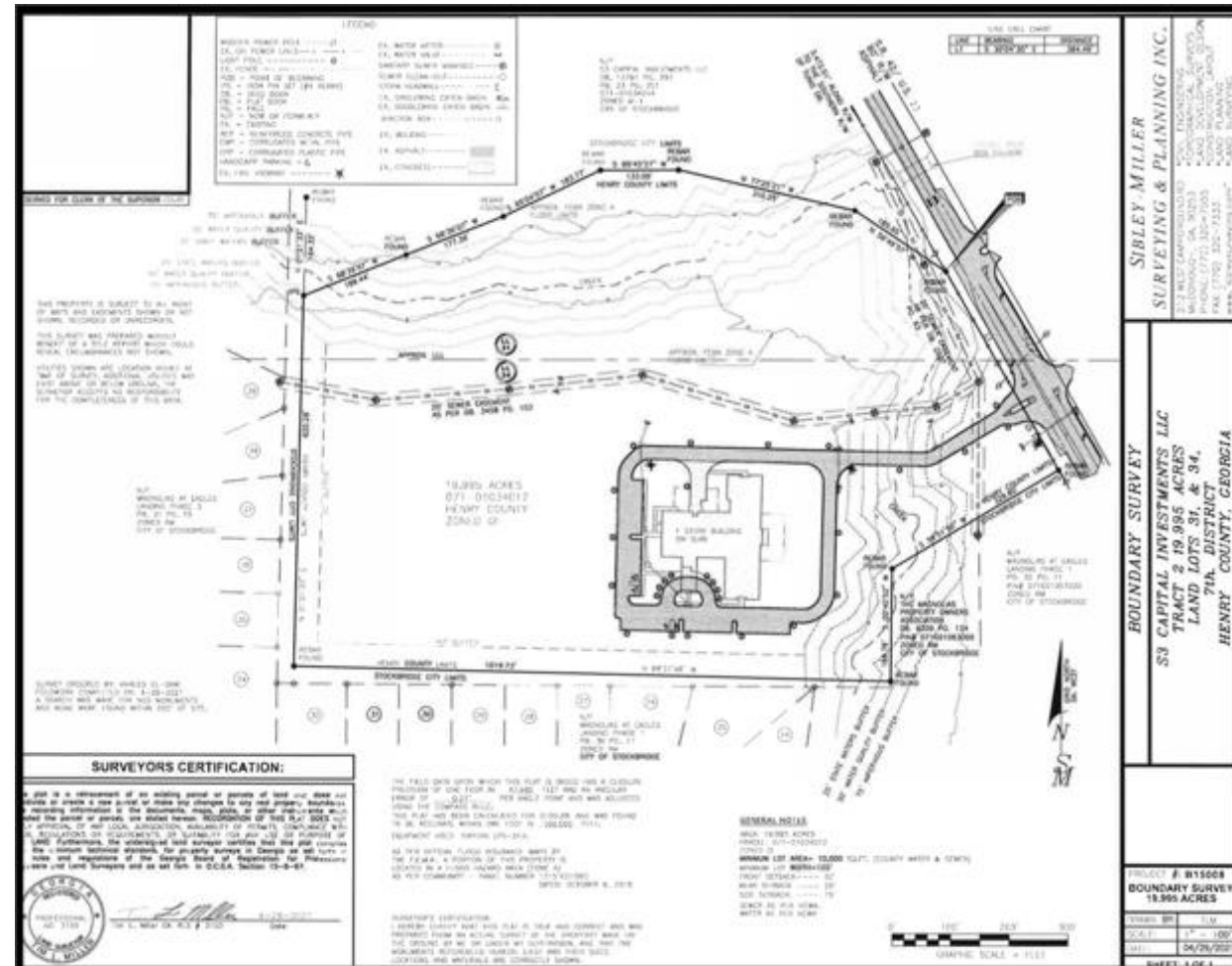
BOUNDARY SURVEY

Subject Property:

2125 Highway 42 North Parcel #071-01034012

a.k.a. “Tract 1”

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



HENRY COUNTY ZONING MAP

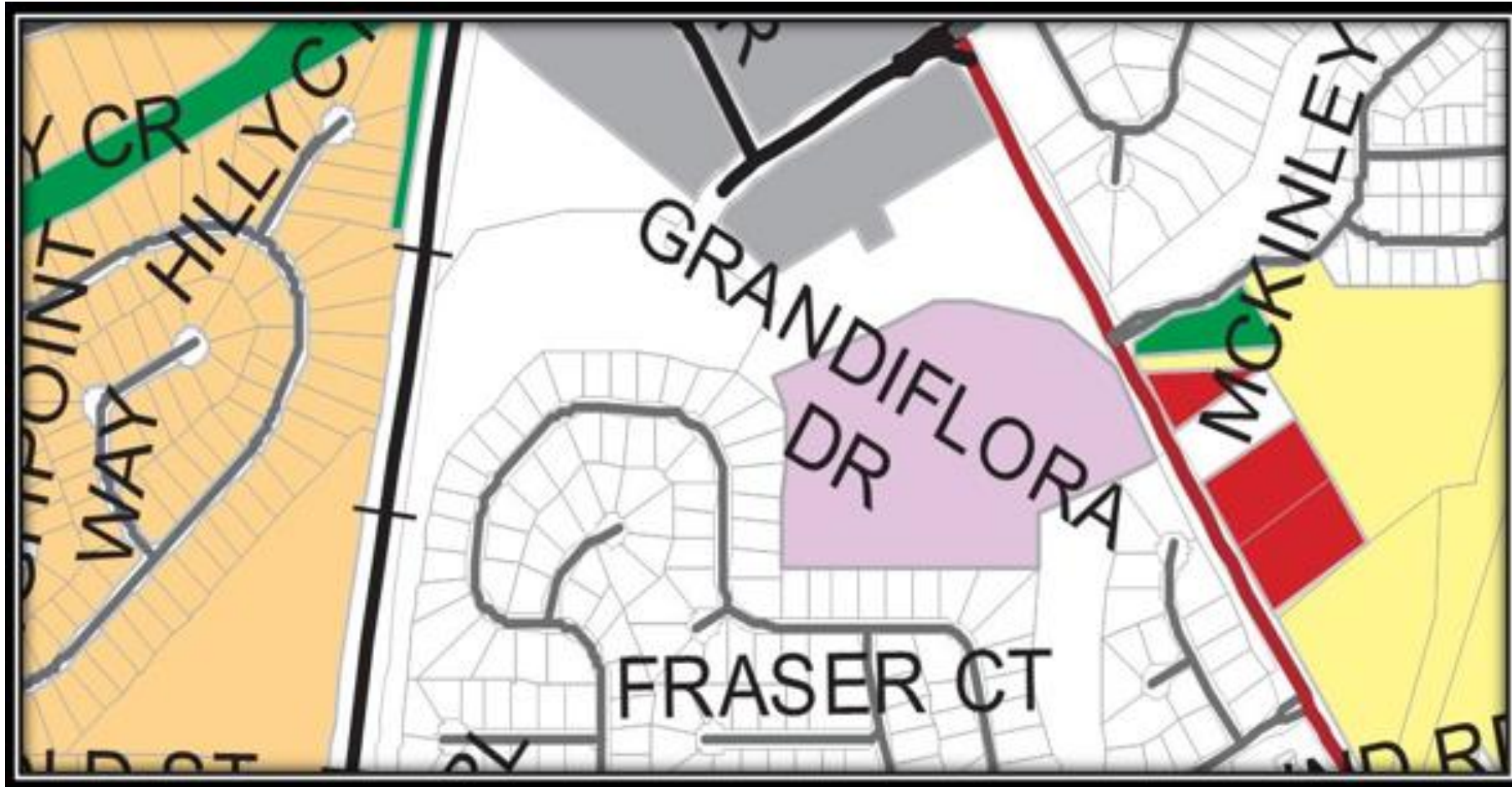
The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).



HENRY COUNTY LAND USE DESIGNATION MAP

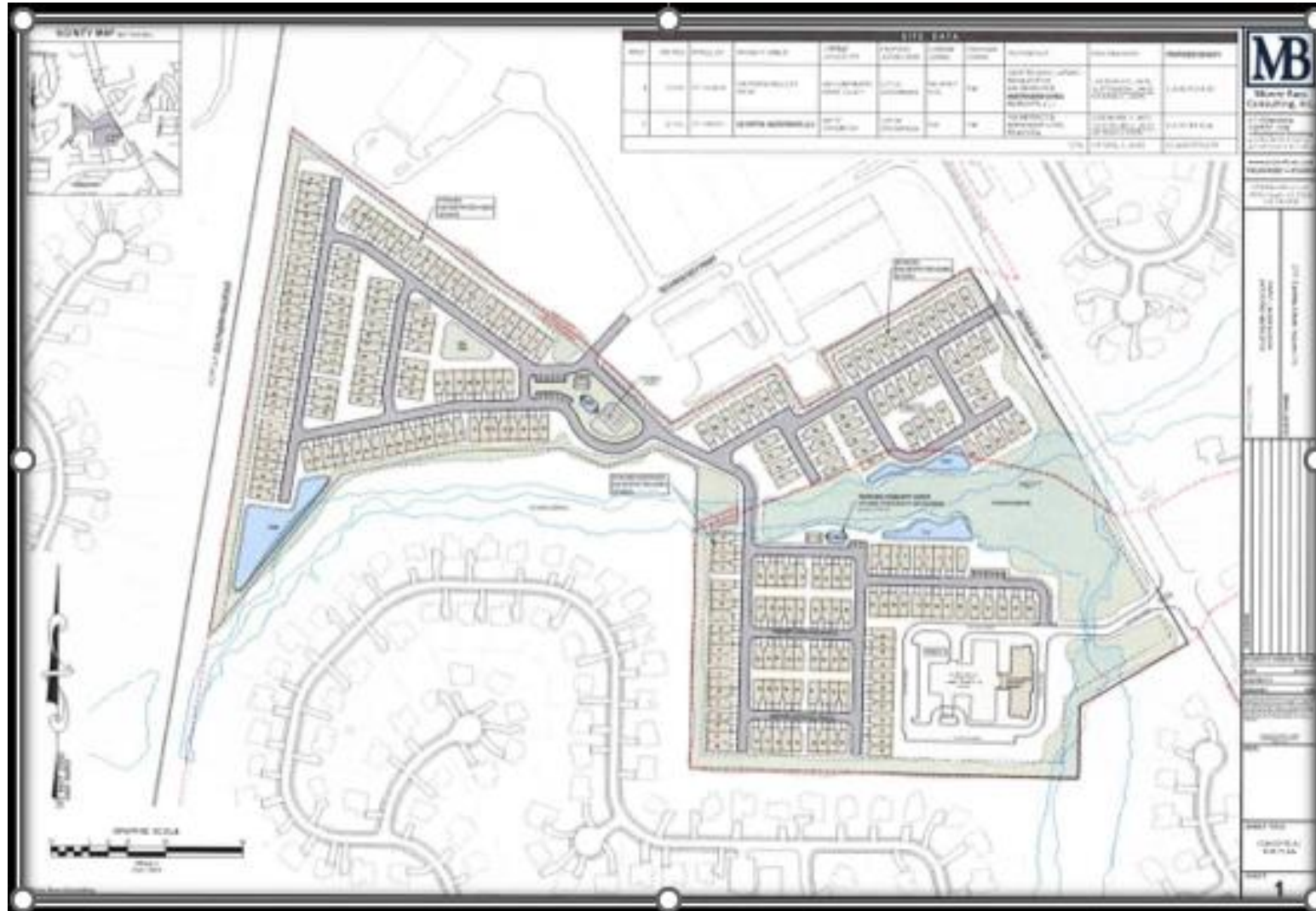
From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.



ANALYSIS OF REQUEST – Page One

1. **Contiguous with the City --** The subject property is contiguous with Parcel #071-01034014 to the north, which would be combined with the subject property to form the overall proposed development.
2. **Provision of Services --** Water and sewer services are provided by the Henry County Water Authority. Fire and EMS services are provided by Henry County. Electricity is provided by Georgia Power Company. Police services are provided by Henry County, but this would change to the City of Stockbridge.
3. **Proposed Urban Development --** The applicant proposes to maintain the existing rehabilitation and rehabilitation facility, and to construct 100 “independent living” units on the subject property.
4. **Consistency with the City’s Comprehensive Plan --** The subject property is located outside of the City. It has a Henry County land use designation of ‘MIX’ (Mixed-Use). The adjacent Tract 2 to the north, which would be combined with the subject property for the proposed development, has land use designations of ‘Low-Density Residential’ and ‘Light Industrial’. Although the applicant’s proposed Comprehensive Plan Amendment of the subject property to ‘High-Density Residential’ would not be compatible with these designations, the applicant also seeks to change the land use designations of Tract 2 to ‘High-Density Residential’.
5. **Consistency with Adjoining City Zoning --** The proposed annexed property does not share a common zoning classification with the adjoining City property. However, the applicant seeks to rezone both properties to ‘PUD’ (Planned Unit Development).

ANALYSIS OF REQUEST – Page Two

6. **Potential Positive Effects --** The developer would maintain the existing Southern Crescent Rehabilitation & Rehabilitation Center. Since many of the proposed residential units would be located to the rear of this facility or at the end of Technology Parkway, they may not be visible from Highway 42 North.
7. **Physical Site Suitability --** The subject property is already developed with the existing Southern Crescent Rehabilitation & Retirement Center. The Conceptual Site Plan shows the presence of a stream, which would be traversed by a proposed internal street. A large open space area would be designated along the stream, which should be preserved.
8. **Impact on Adjacent Property Owners --** To the south and west of the subject property lies The Magnolias at Eagles Landing Subdivision, which appears to be fully developed. The proposed residential units would be near the lots in that subdivision, but a significant buffer is shown on the site plan. It may be prudent for the developer to also install a fence along the perimeter of the property.
9. **Impacts on City Infrastructure --** A letter from the Henry County Water Authority, dated May 23, 2022, stated that water service, sewage treatment, and sewer line capacity are all available for the subject property. However, it further states that the proposed site plan would be “in conflict” with an existing 8-inch sewer line, and that the sewer would need to be relocated at the developer’s expense. In addition, an easement would be required to access the sewer line from Highway 42 North.
10. **Traffic and Transportation Impacts –** The developer should coordinate with Henry County DOT & Georgia DOT regarding possible intersection improvements at Highway 42 North and Technology Parkway. The City’s Fire Marshal approved the proposed new entrance off Highway 42 North and the internal site circulation. A deceleration should be added, though, at the new entrance.
11. **Environmental Impacts –** The developer would need to coordinate with City engineers and other environmental officials regarding a bridge crossing over the existing stream, as well as the protection of sensitive floodplain areas.

CONCLUSIONS

CONCLUSIONS:

1. **Reasonableness of Requested Annexation--** The proposed annexation is reasonable in view of the following:
 - a. The applicant's plans to include the subject parcel with the adjacent parcel for a proposed independent living/age-restricted development traversing both parcels;
 - b. The surrounding land uses and conditions; and
 - c. The satisfactory findings of the eleven (11) Analysis criteria above.
2. **Needed Zoning Conditions --** It would be appropriate to require nineteen (19) of the twenty-four (24) Zoning Conditions that were required by Henry County in the RZ-21-18 rezoning approval of this property last year, which comply with the City's UDC, and which are suitable for the proposed development on the subject property.

STAFF RECOMMENDATION—Page One

RECOMMENDATION --The Community Development Staff recommends **APPROVAL WITH CONDITIONS** for the proposed annexation of the subject property at 2125 Highway 42 North into the Stockbridge City Limits, **conditioned upon the following nineteen (19) Zoning Conditions**:

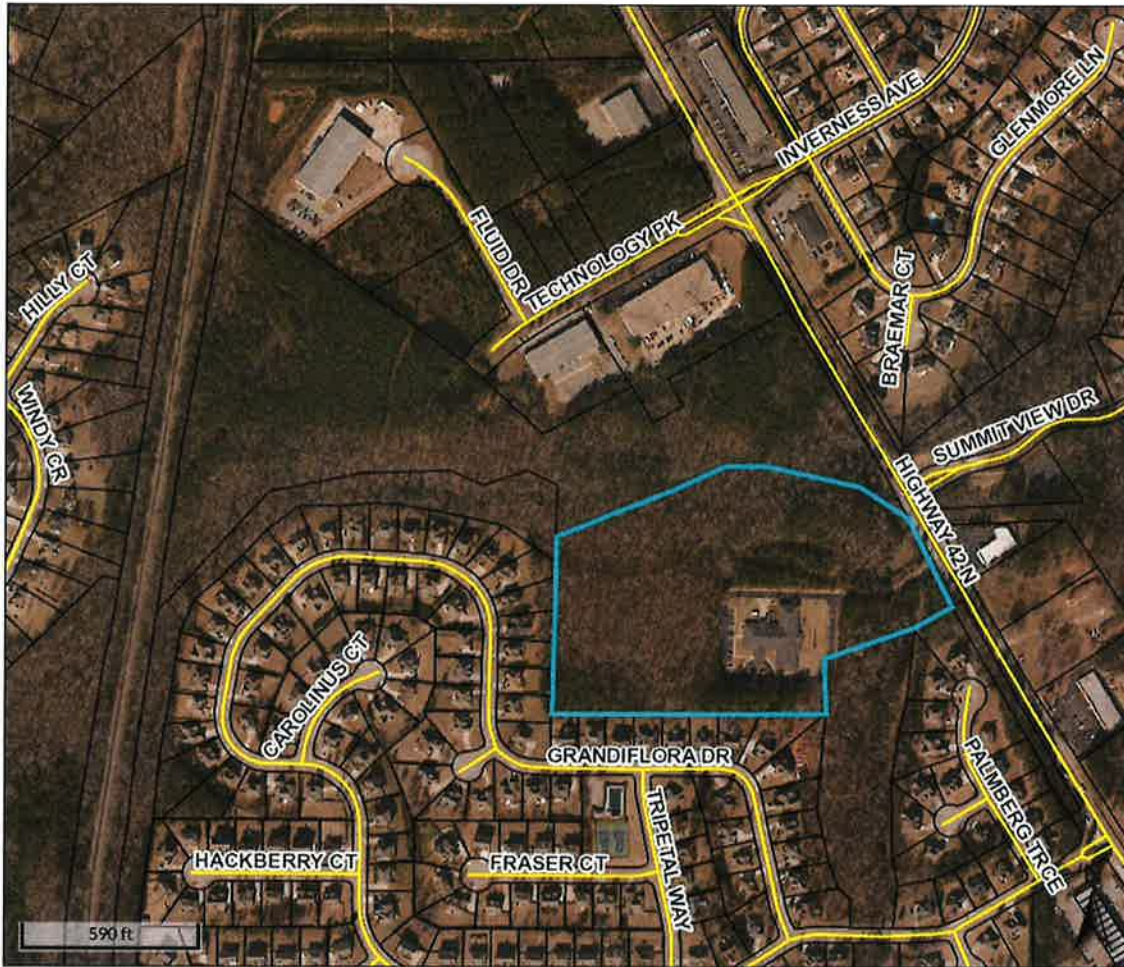
1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.
2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and they shall have a deceleration lane and an acceleration taper which are designed and constructed to Henry County DOT's standards.
3. All disturbed areas shall be sodded, except where landscaping is present or installed.
4. The residential portion of the development shall consist of cluster single-family attached and detached units only. The total number of dwelling units shall be limited to one hundred (100). Compliance with zoning conditions and development standards may further limit the number of dwelling units.
5. An on-site amenity package shall be provided, and it shall consist of at least the following:
 - a. A Community Center which includes, at a minimum, a fitness facility, a meeting room, and a business center.
 - b. Two (2) cabanas.
 - c. Two (2) swimming pools.
 - d. Two (2) outdoor recreation areas, including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.
6. The Community Center shall be completed prior to the issuance of the fiftieth (50th) building permit of a single-family attached or detached dwelling unit.

STAFF RECOMMENDATION—Page Two

- 7.** The residential portion of the development shall comply with Section 3.2.35 of the City's Unified Development Code (UDC) regarding the provision of single-family senior adult housing.
- 8.** Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.
- 9.** Any approved development permit shall be limited to a maximum of sixty (60) dwelling units until the proposed access point to the north, as depicted on the RZ-21-18 rezoning site plan, dated April 9, 2021, is designed and constructed to the standards of Henry County DOT and the City of Stockbridge, and it connects to an already-existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution, or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.
- 10.** The subject property shall not, at any time, be developed as a traditional single-family and/or multifamily residential development (even if it is age-marketed or age-targeted), or any other type of residential community that does not require each single-family attached or detached unit to house an individual who requires a level of care that is provided by the assisted living facility.
- 11.** Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, which is currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.
- 12.** A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to Georgia DOT of the site's existing access, per Georgia DOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements that are required by the City of Stockbridge Unified Development Code (UDC).

STAFF RECOMMENDATION—Page Three

- 13.** The dwelling units shall have a minimum of 1,200 square feet, with a running minimum average of 1,800 square feet.
- 14.** The dwelling units shall be Craftsman style, as approved by the Community Development Department, and they shall have a water table that is at least three (3) feet high, consisting of brick or similar materials.
- 15.** Each dwelling unit shall have a garage. Garages shall be setback by a minimum of twelve inches (12”) from the front dripline of the home. Greater than 50 percent of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding that is complimentary to the exterior of the homes.
- 16.** An adequate number of dwelling units shall be reserved for those leaving the care of assisted living, who are needing transitional living arrangements.
- 17.** All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a fence that is four (4) feet high, at a minimum, and shall be included in the common area to be maintained by the HOA.
- 18.** An HOA shall be required, and it shall maintain the common areas and building exteriors.
- 19.** Interior sidewalks shall be a minimum of eight (8) feet wide. Exterior sidewalks along Highway 42 shall be a minimum of ten (10) feet wide.



Overview



Legend

-  Parcels
-  Roads

Parcel ID	071-01034012	Class	C	Owner	SOUTHERN CRESCENT	Land Value:	\$1,500,000	Last 2 Sales		
Property Address	2125 HIGHWAY 42 N	Acreage	20	Address	REHAB & RETIREMENT CO INC	Building Value:	\$2,093,300			
District	County/UnIncorp				2125 HIGHWAY 42 NORTH	Misc Value:	\$40,500	Date	Price	Reason Qual
					MCDONOUGH GA 30253	Total Value:	\$3,633,800	11/1/2000	\$0	n/a U
								10/17/1997	\$475,000	n/a Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022

Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by  **Schneider**
GEOSPATIAL

RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

WOODEN POWER POLE	EX. WATER METER
EX. OH POWER LINES	EX. WATER VALVE
LIGHT POLE	SANITARY SEWER MANHOLE
EX. FENCE	SEWER CLEAN-OUT
POB = POINT OF BEGINNING	STORM HEADWALL
IPS = IRON PIN SET (#4 REBAR)	EX. SINGLEWING CATCH BASIN
DB = DEED BOOK	EX. DOUBLEWING CATCH BASIN
PB = PLAT BOOK	JUNCTION BOX
PG = PAGE	EX. BUILDING
N/F = NOW OR FORMERLY	EX. ASPHALT
EX. = EXISTING	EX. CONCRETE
RCP = REINFORCED CONCRETE PIPE	
CMP = CORRUGATED METAL PIPE	
CPP = CORRUGATED PLASTIC PIPE	
HANDICAPP PARKING	
EX. FIRE HYDRANT	

N/F
S3 CAPITAL INVESTMENTS LLC
DB, 13781 PG. 293
PB, 23 PG. 251
071-01034014
ZONED M-1
CITY OF STOCKBRIDGE

LINE CALL CHART

LINE	BEARING	DISTANCE
LT	S 30°04'30" E	384.49'

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS
AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Tim L. Miller GA, RLS # 3150 4-29-2021
Date:

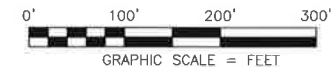
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A)
AS PER COMMUNITY - PANEL NUMBER 1315100156D
DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA=10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK----- 50'
REAR SETBACK----- 20'
SIDE SETBACK----- 15'
SEWER AS PER HCWA
WATER AS PER HCWA



BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
MCDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

PROJECT #: B15008
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 04/29/2021

SHEET: 1 OF 1



Overview



Legend

- Parcels
- Roads

Parcel ID	071-01034014	Class	I	Owner	S3 CAPITAL	Land					
Property		Acreage	22.01	Address	INVESTMENTS LLC	Value:	\$649,400				
Address					2125 HIGHWAY 42 N	Building	\$0	Last 2 Sales			
District	City/Stockbridge				MCDONOUGH GA	Value:		Date	Price	Reason	Qual
					30253	Misc	\$0	10/16/2014	\$110,000	OTHER	U
						Value:		5/19/2014	\$0	FAMLY/GIFT	U
						Total	\$649,400				
						Value:					



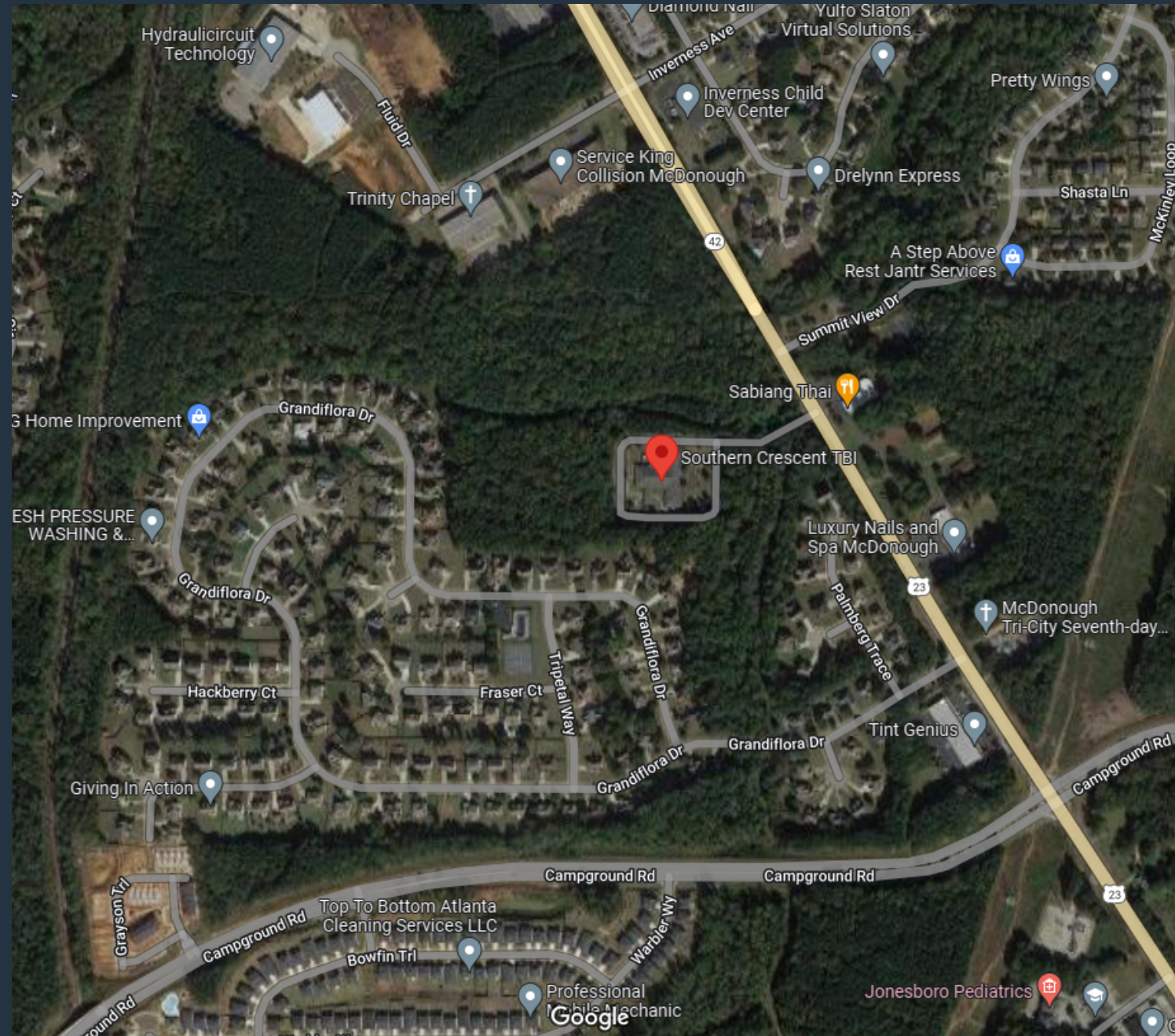
Battle Law



2125 Highway 42 North,
Henry County, GA

Rezoning

LOCATION



Southern Crescent TBI Center



- **About Southern Crescent TBI**
-
- SCTBI is a cutting edge in-patient healthcare facility that is dedicated to providing medical and rehabilitation services for individuals who have suffered a traumatic or acquired brain injury.

GOAL

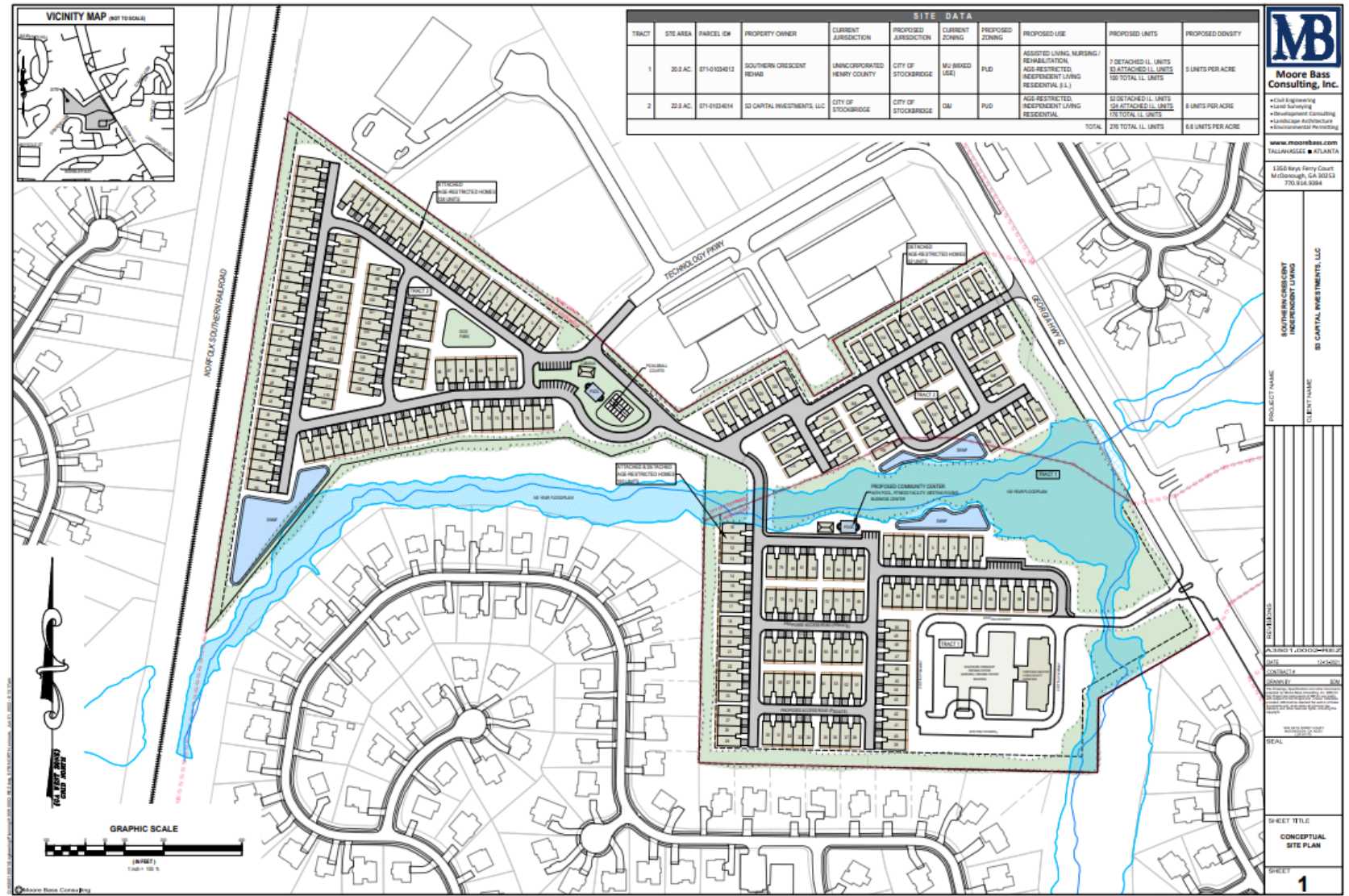
TO PROVIDE QUALITY SENIOR HOUSING
WITHIN THE CITY OF STOCKBRIDGE THAT
IS SECOND TO NONE AT AFFORDABLE
RATES

SITE PLAN

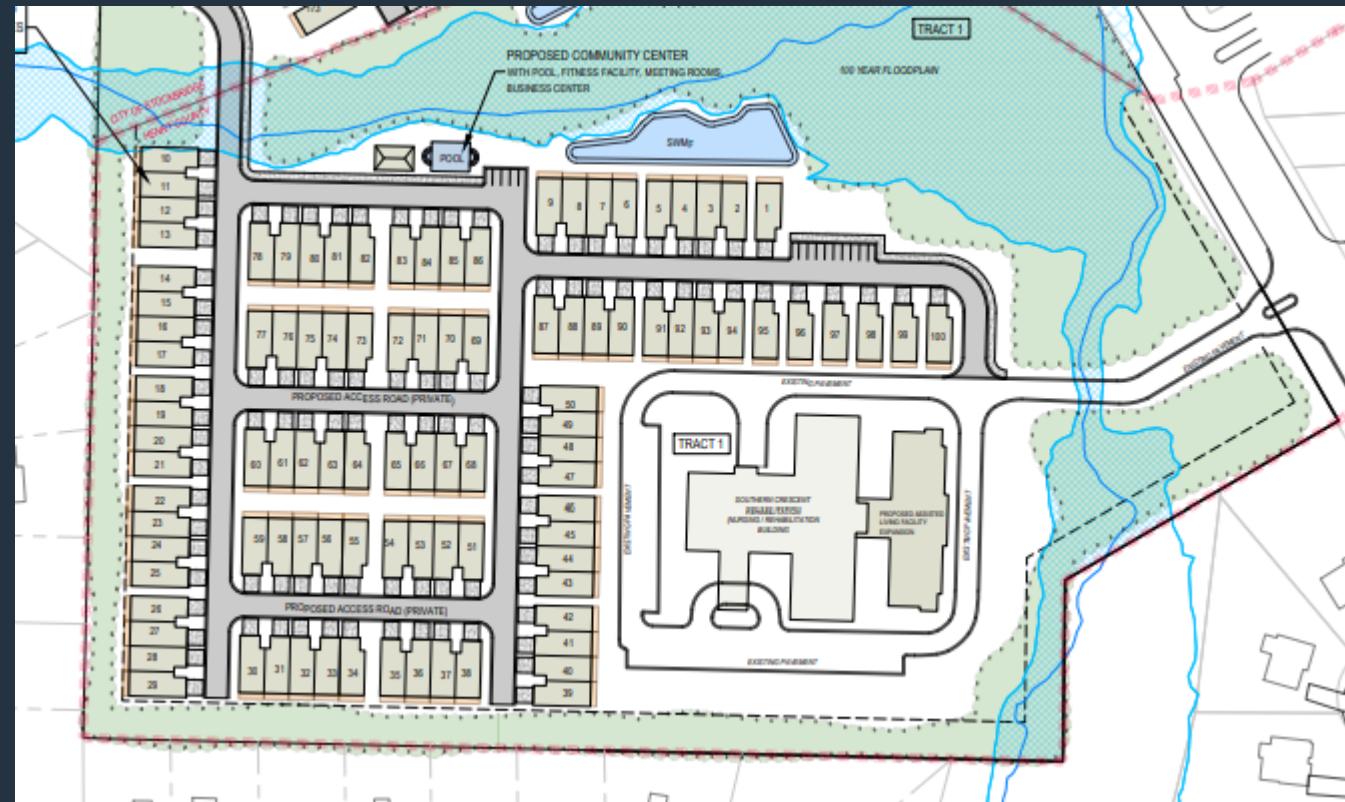
Age Restricted
Community for 55
and Older

224 Townhome units

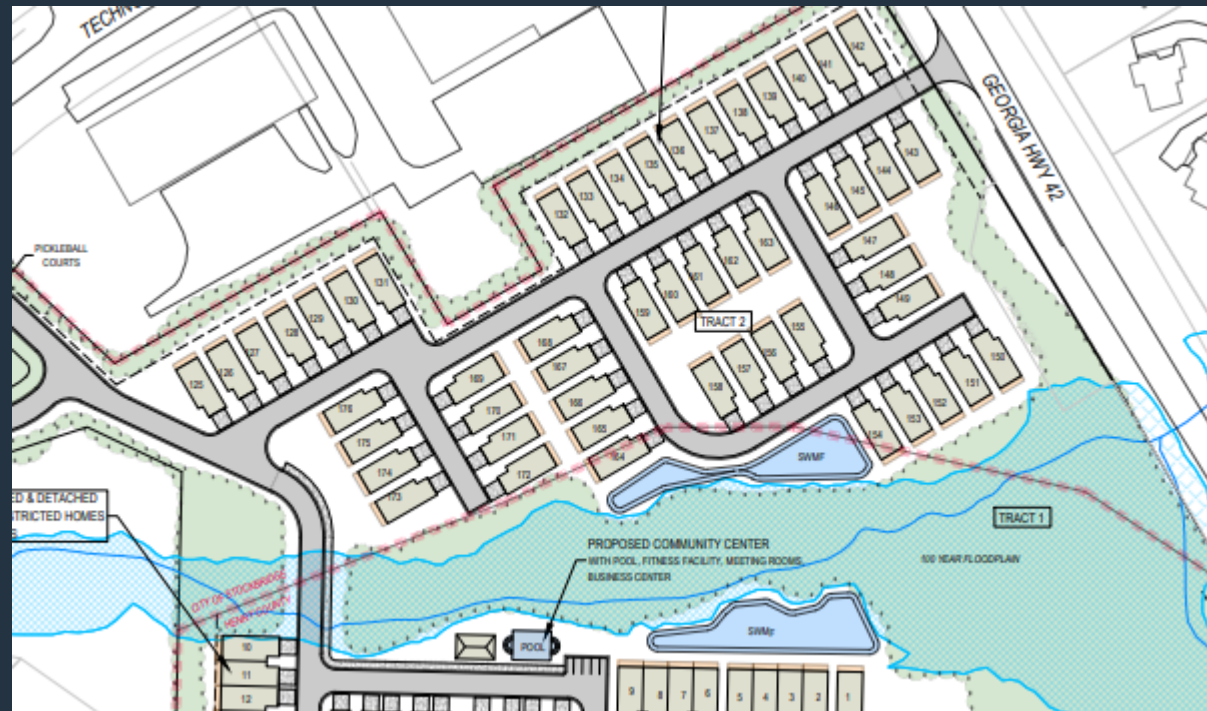
52 Single-Family
Detached units



POD I



POD II



POD III



SITE DATA

SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS <u>93 ATTACHED I.L. UNITS</u> 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS <u>124 ATTACHED I.L. UNITS</u> 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
TOTAL									276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

ELEVATION (PHASE 1)

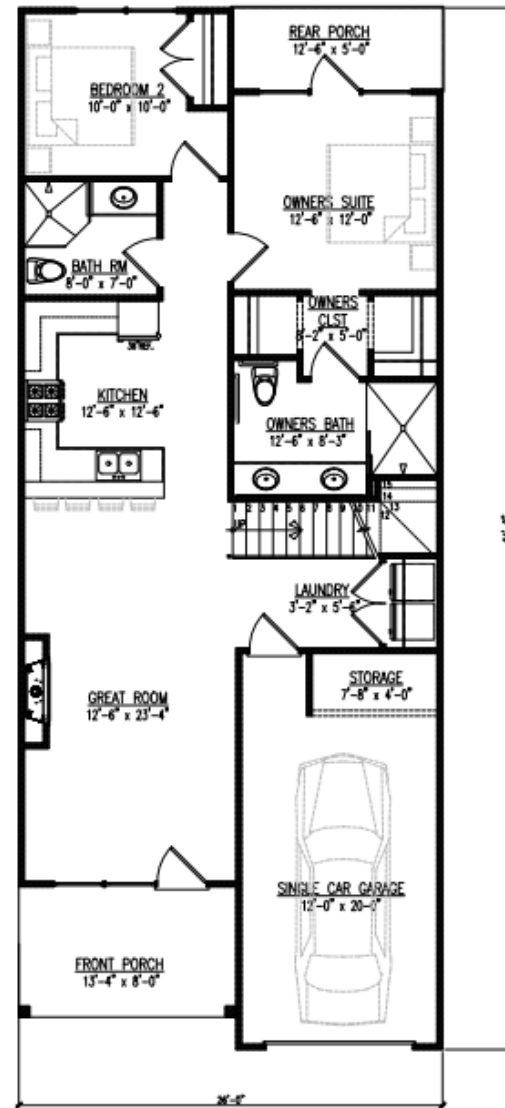


AMENITY AREAS

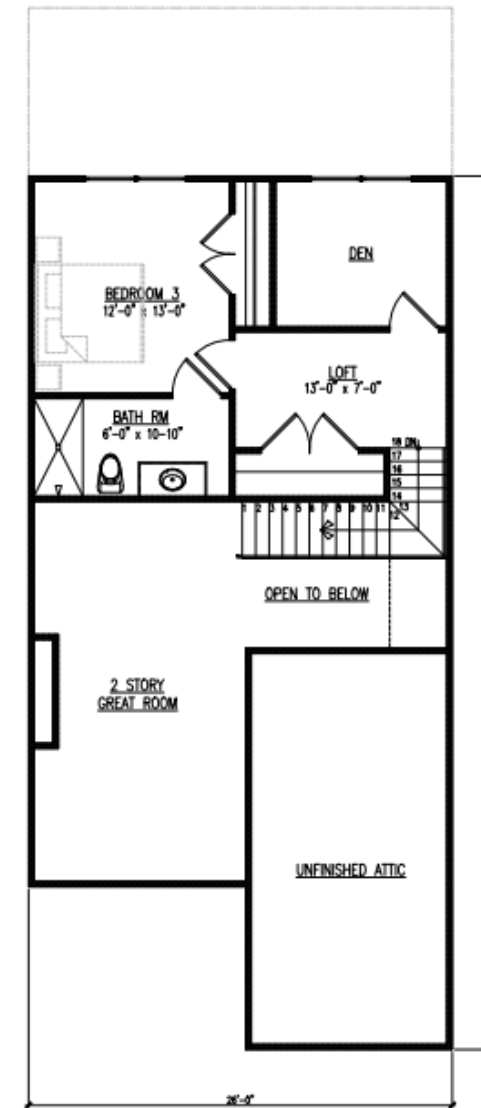


PROPOSED AMENITIES

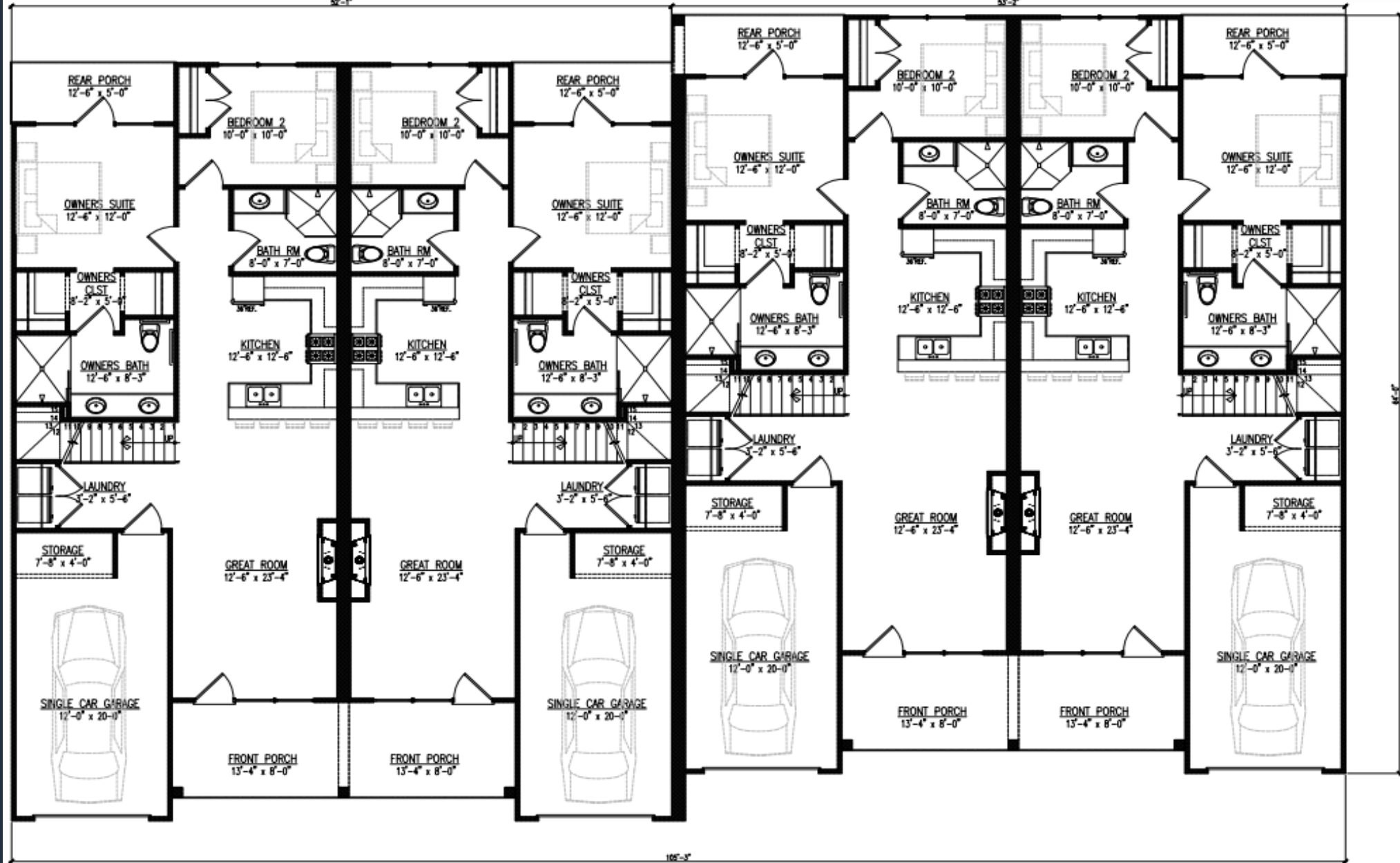
- 1. Two community center/clubhouses
 - *Library*
 - *Small Theater*
 - *Live Music*
 - *Meeting Rooms and Business Center*
- 2. Heated indoor and outdoor swimming pools
- 3. Walking Trail
- 4. Pickle Ball Courts
- 5. Dog Park
- 6. 100% Lawn Maintenance
- 7. Mandatory HOA with no rentals allowed except by the Declarant under the Declaration of Restrictive Covenants
- 8. Access to medical services for a fee

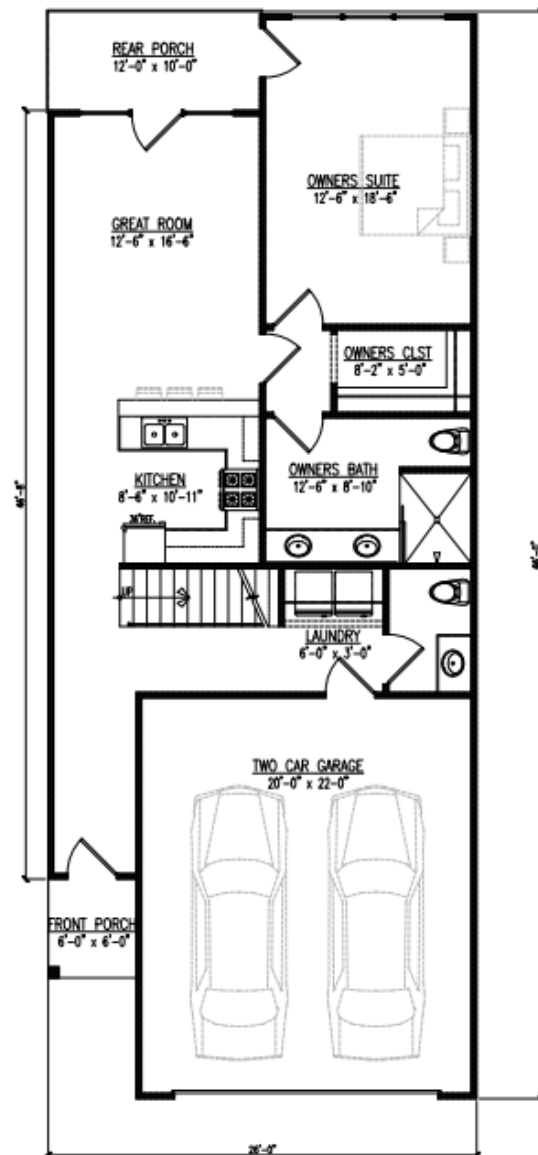


1 MAIN FLOOR PLAN - 3 BED ROOM UNIT
MAIN LEVEL: 1,133 SQ. FT. (1,620 TOTAL SQ. FT.)

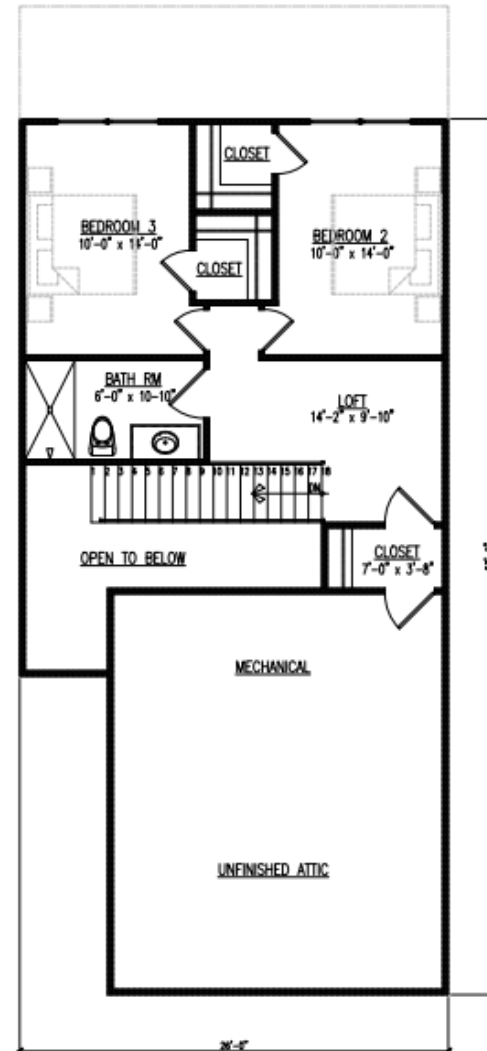


2 UPPER FLOOR PLAN - 3 BED ROOM UNIT
UPPER LEVEL: 487 SQ. FT. (1,620 TOTAL SQ. FT.)

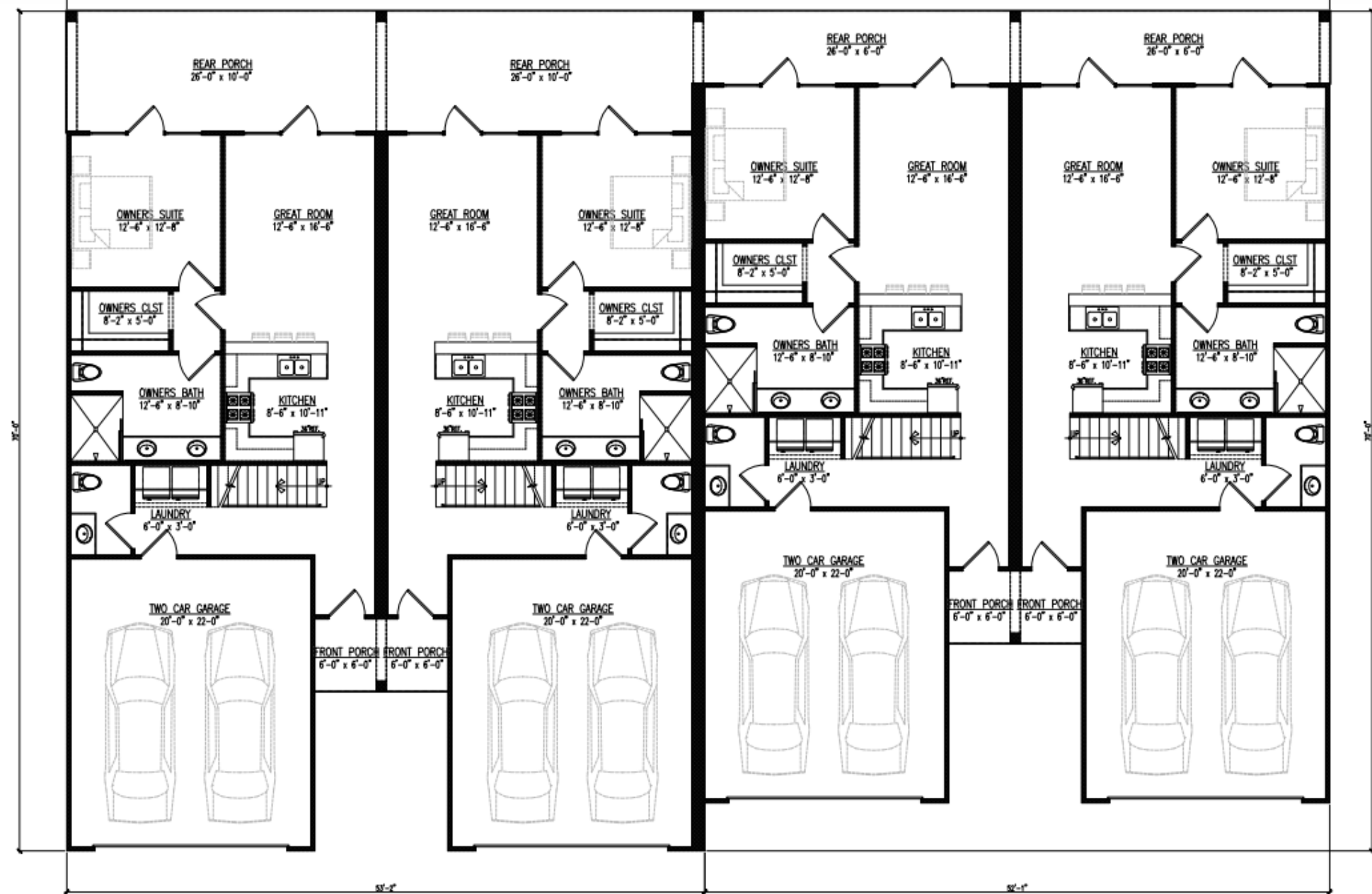




1 MAIN FLOOR PLAN - 3 BED ROOM UNIT
MAIN LEVEL: 1015 SQ. FT. (1,592 TOTAL SQ. FT.)



2 UPPER FLOOR PLAN - 3 BED ROOM UNIT
UPPER LEVEL: 577 SQ. FT. (1,592 TOTAL SQ. FT.)



1

MAIN FLOOR PLAN - 3 BEDROOM LAYOUT
4 UNIT BUILDING

Frequently Asked...

- Proposed building materials: Brick and Siding
- Unit sizes: 1600 sf
- Number of bedrooms: 2 & 3
- Garages available: Yes, 1 & 2 cars
- Amenities: Two pools, two community centers which will include libraries, a wellness center, walking trail, and on-demand (paid) medical services
- Anticipated price: Low \$300,000s
- When do you anticipate the first units being available for sale/rent?: 2023
- Who will these units be primarily marked to?: 55+ age restricted



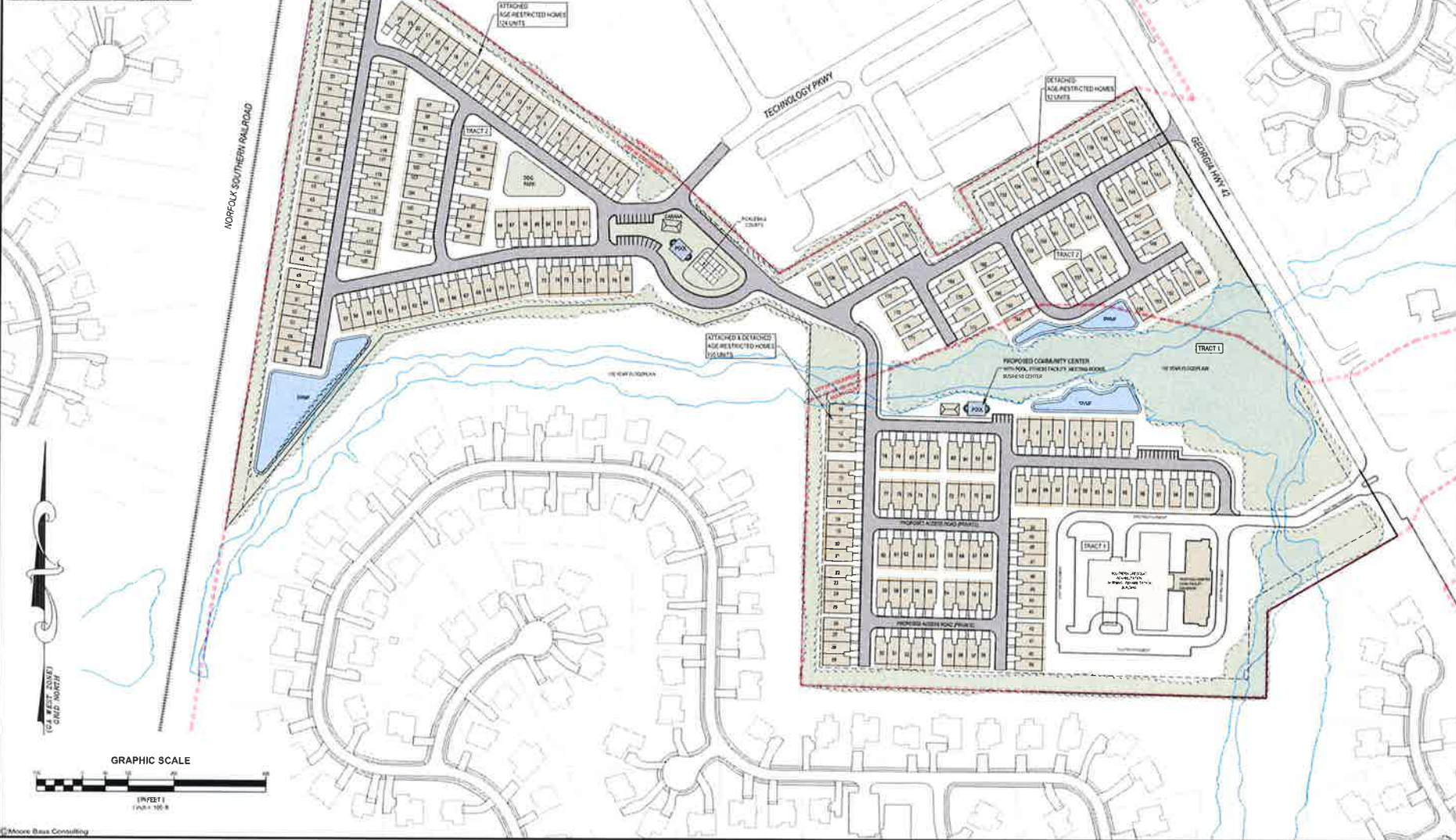
SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING / NURSING / REHABILITATION / AGE RESTRICTED INDEPENDENT LIVING RESIDENTIAL (I L I)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	OSI	PUD	AGE RESTRICTED INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
TOTAL									276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

MB
Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394



PROJECT NAME: SOUTHERN CRESCENT INDEPENDENT LIVING
CLIENT NAME: S3 CAPITAL INVESTMENTS, LLC

REVISIONS:

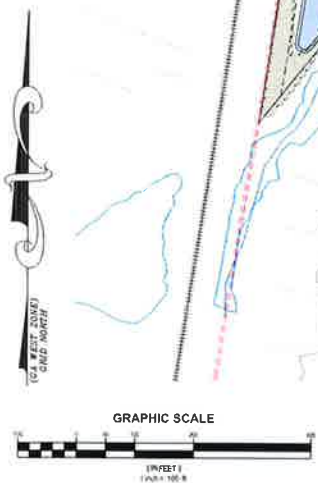
NO.	DATE	DESCRIPTION
1	10-15-2011	CONTRACT # 10002-FREZ
2		DATE
3		CONTRACT #
4		DATE
5		CONTRACT #
6		DATE
7		CONTRACT #
8		DATE
9		CONTRACT #
10		DATE

REAL

SHEET TITLE: CONCEPTUAL SITE PLAN

SHEET: 1

MOORE-BASS CONSULTING, INC. 1015 N. W. 10TH AVE. SUITE 1000 FORT LAUDERDALE, FL 33304-4400 TEL: 770.914.9394 FAX: 770.914.9395





City of Stockbridge

4640 North Henry Blvd. Stockbridge, GA 30281

City Hall: (770) 389-7900 Fax (770) 389-7912

Greetings Potential City of Stockbridge Resident and / or Property Owner.

We thank you for taking the next steps of bringing your property into the City limits of Stockbridge. We have attached the necessary Annexation Petitions (100% and 60% Methods). Please complete the sections titled "Annexation Parcels" and "Applicant or Primary Point of Contact" on both pages 3 and 4 of the enclosed documents.

City Staff will assist in the completion of the remaining sections. All original signatures should be mailed back to the city at the following address:

Attn: Brecca R. Carter

Director of Community Service

4640 North Henry Blvd

Stockbridge, GA 30336

We are excited to have you join our City of Stockbridge family! Please contact me directly if you have questions at planning@cityofstockbridge-ga.gov or 770-389-7900.

We are looking forward to hearing from you.

All the best,

Director of Community Development



CITY OF STOCKBRIDGE | ANNEXATION CHECKLIST

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

☒ **NON-REFUNDABLE APPLICATION FEE - \$300.00**

Payment: Check or Money Order Payable to the City of Stockbridge.

☒ **APPLICATION FORM**

Two Original (2) Copies: Complete and signed with original signatures.

☒ **PETITION FOR ANNEXATION**

Two (2) Original Copies: The Annexation Petitions must be notarized and signed by the owner or authorized applicant. (The petition for the 60% Method must clearly indicate if the applicant is an elector or a landowner.)

☒ **CONSENT OF OWNER(S)**

Original: If the property owner does not sign the application and/or petition, submit a notarized affidavit signifying the approval or consent of all owners. (An affidavit form is attached.) Use additional affidavits, if necessary, for multiple owners.

☒ **PLAT OF SURVEY AND/OR LEGAL DESCRIPTION**

Original and One (1) copy - Submit an accurate, as-built survey showing all improvements on the site, to scale. The survey must be completed by a registered surveyor and must be reproducible. If a photocopy is submitted, the original seal must be visible and the survey must still be to scale. The survey must not be more the 1 year old.

☒ **VERIFIED LEGAL DESCRIPTION FORM**

Original and One (1) Copy - Submit one original, signed copy of the verified legal description form and 1 copy. Forms should be typed and include acreage. If the legal description does not fit on one form, additional forms shall be used and numbered accordingly.



ANNEXATION METHOD	100% Methodology 1. We, the undersigned, all owners of all real property of the territory described herein respectfully request that the City Council annex this territory into the City of Stockbridge, Georgia, and extend the city boundaries to include the same. 2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of the City of Stockbridge, Georgia, and the description of such territory is as follows:				
ANNEXATION PARCELS	Parcel ID#:	Address:	Print Name:	Signature:	Date:
	071-01034012	2125 Highway 42 North McDonough, GA 30253	Southern Crescent Rehab & Retirement Co Inc	<i>[Signature]</i>	2-21-12
An additional list for parcels and signatures is attached.					
APPLICANT OR PRIMARY POINT OF CONTACT	Name <u>S3 Capital Investments, LLC</u> Address <u>2125 Highway 42 North McDonough, GA 30253</u> Phone # <u>678-565-7710</u> Email <u>kelsawi@sctbi.com</u>		ATTORNEY	Name <u>Battle Law, P.C.</u> Address <u>3562 Habersham at Northlake Building J, Suite 100 Tucker, GA 30084</u> Phone # <u>404-601-7616</u> Email <u>mlb@battlelawpc.com</u>	
UTILITIES		Existing		Proposed	
	Water	Henry County Water Authority		Henry County Water Authority	
	Sewer	Henry County		Henry County	
	Fire/ EMS	Henry County		Henry County	
	Police	Henry County		City of Stockbridge	
	Electricity	Georgia Power		Georgia Power	
PROPOSED DEVELOPMENT	Location Address: <u>2125 Highway 42 North McDonough, GA 30253</u> Present Zoning: <u>MU</u> Proposed Zoning: <u>PUD</u> Proposed Use of the Property (attach additional sheets if necessary): <u>proposed age-restricted residential development</u> ATTACH LEGAL DESCRIPTION				



CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name:

Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North McDonough, GA 30253 and Highway 42 Near Technology Parkway

Telephone: (678) 565-7710

Email: kelsawi@sctbi.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: _____

Date: _____

2/20/22

Personally appeared before me,

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Tessa J. Davis
Notary Public

February 20, 2022
Date



Print

RESERVED FOR CLERK OF THE SUPERIOR COURT

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Tim L. Miller GA. RLS # 3150 Date: 4-29-2021

SURVEYORS CERTIFICATION:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

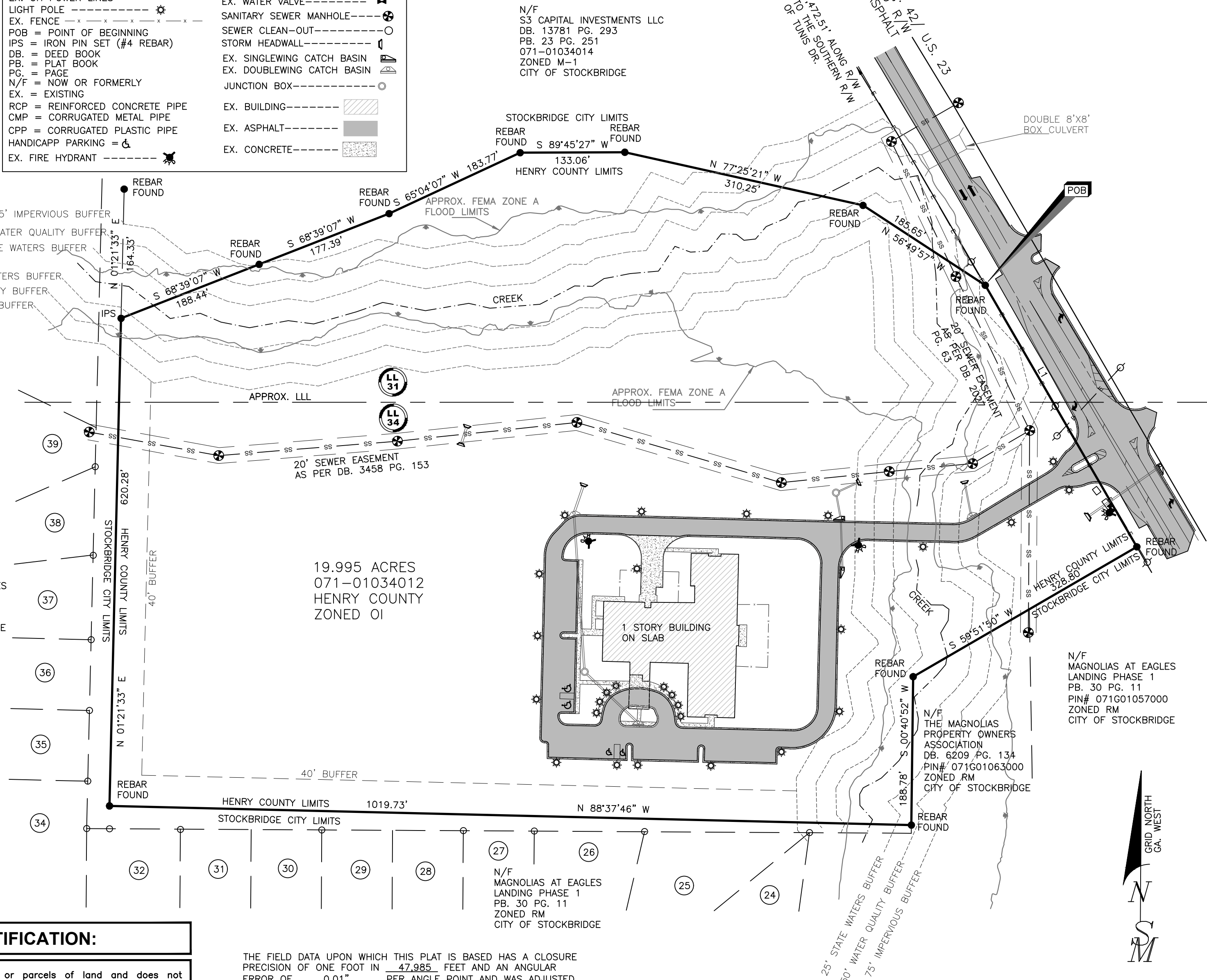
GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK----- 50'
REAR SETBACK----- 20'
SIDE SETBACK:----- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA



LEGEND	
WOODEN POWER POLE	---
EX. OH POWER LINES	---
LIGHT POLE	---
EX. FENCE	---
POB = POINT OF BEGINNING	
IPS = IRON PIN SET (#4 REBAR)	
DB. = DEED BOOK	
PB. = PLAT BOOK	
PG. = PAGE	
N/F = NOW OR FORMERLY	
EX. = EXISTING	
RCP = REINFORCED CONCRETE PIPE	
CMP = CORRUGATED METAL PIPE	
CPP = CORRUGATED PLASTIC PIPE	
HANDICAPP PARKING	
EX. FIRE HYDRANT	
EX. WATER METER	
EX. WATER VALVE	
SANITARY SEWER MANHOLE	
SEWER CLEAN-OUT	
STORM HEADWALL	
EX. SINGLEWING CATCH BASIN	
EX. DOUBLEWING CATCH BASIN	
JUNCTION BOX	
EX. BUILDING	
EX. ASPHALT	
EX. CONCRETE	

LINE CALL CHART		
LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

SIBLEY-MILLER
SURVEYING & PLANNING INC.

*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 04/29/2021

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid \$110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

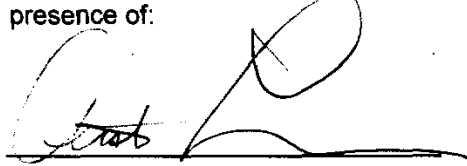
This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

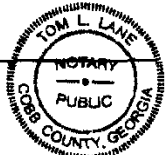
Signed, sealed and delivered in the presence of:



Witness

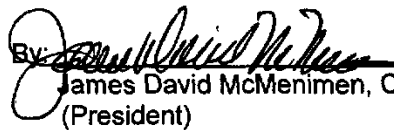


Notary Public



My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST
CHURCH, INC.

By:  (SEAL)
James David McMenimen, Chairman
(President)

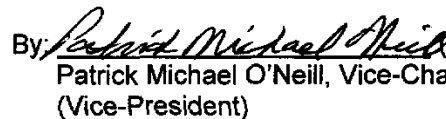
By:  (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

BEGINNING at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence proceeding along the Southwestern right-of-way line of S.R. 42/U.S. 23 in a Southeasterly direction and following the curvature thereof to the right along the arc of a curve to the left of a chord having been subtended a distance of 527.58 feet to a point, said arc having a radius of 70,788.22 feet and said chord having a bearing and distance of South 31 degrees 06 minutes 07 seconds East 527.58 feet; thence continuing along said right-of-way line South 30 degrees 04 minutes 50 seconds East 221.42 feet to a ½" R.R. found; thence leaving said right-of-way line North 56 degrees 46 minutes 58 seconds West 185.53 feet to a ½" R.R. found; thence proceeding North 77 degrees 25 minutes 46 seconds West 310.32 feet to a ½" R.R. found; thence proceeding South 89 degrees 44 minutes 18 seconds West 133.15 feet to a point; thence proceeding South 65 degrees 03 minutes 09 seconds West 183.81 feet to a ½" R.R. found; thence proceeding South 68 degrees 42 minutes 10 seconds West 177.27 feet to a point; thence proceeding South 68 degrees 48 minutes 50 seconds West 188.03 feet to a point; thence proceeding North 01 degree 21 minutes 34 seconds East 163.77 feet to an iron pin set; thence proceeding North 64 degrees 51 minutes 15 seconds West 109.25 feet to a ½" R.R. found; thence proceeding North 23 degrees 24 minutes 14 seconds East 71.99 feet to a ½" R.R. found; thence proceeding North 59 degrees 55 minutes 51 seconds East 320.47 feet to a ½" R.R. found; thence proceeding South 30 degrees 04 minutes 09 seconds East 138.00 feet to an iron pin set; thence proceeding North 59 degrees 55 minutes 51 seconds East 113.17 feet to an iron pin set; thence proceeding North 30 degrees 02 minutes 01 second West 100.14 feet to a ½" R.R. found; thence proceeding North 59 degrees 56 minutes 54 seconds East 447.09 feet to an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S.23, said iron pin being the POINT OF BEGINNING.

(Auction #JDA30-7102)

STATEMENT OF INTENT

And
Other Material Required by the City of Stockbridge, Georgia
Zoning Ordinance
For

Applications for Comprehensive Plan Amendment and
Rezoning pursuant to the City of Stockbridge Zoning
Ordinance

Of

S3 Capital Investments, LLC.,
For

+/- 20.0 acres of
Land Being all of

Parcel Nos. 071-01034012
Being in the
City of Stockbridge

Submitted for Applicant by:

Michèle L. Battle
Battle Law, P.C.
3562 Habersham at Northlake,
Building J, Suite 100 Tucker,
Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

S3 Capital Investments, LLC. (the “Applicant”) is seeking to annex and rezone property in Henry County located at 2125 Highway 42 North, McDonough, GA. 30253. This property is approved for a mixture of 100 attached and detached age-restricted single-family homes to serve as housing for the patients of Southern Crescent Traumatic Brain Injury Center and bears the parcel number

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF
CONSTITUTIONAL RIGHTS

The portions of the Stockbridge Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the Stockbridge City Council to amend the annex the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning and conditional use permit of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A refusal to allow the annexation, land use amendment and/or Rezoning and Conditional Use Permit in questions would be unjustified from a fact-based standpoint and instead would result only from

constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the annexation, land use amendment and/or Rezoning and Conditional Use Permit in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the County an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

MLB

Michele L. Battle, Esq.
Attorney for the Applicant



City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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 IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Brecca Carter, Director and Ryan Anderson, Chief Planner.

DEPARTMENT: Community Development.

ITEM/PROJECT/EVENT:

Consider a Comprehensive Plan Amendment request (CP-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the future land use designations of two parcels to 'High-Density Residential' to allow for an independent living/age-restricted residential development. Tract 1, located at 2125 Highway 42 North (outside the City; to be annexed) has existing Henry County land use designation of 'Mixed-Use'. Tract 2, located at Highway 42 North and Technology Parkway (in the City) has existing land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use'.

BACKGROUND INFORMATION:

Proposed Development—Existing Southern Crescent Rehabilitation and Retirement Center plus 276 new independent living, age-restricted, attached and detached residential units on 42.01 +/- total acres.

Staff & Planning Commission Recommendation—Approval of CP-2022-02.

Companion Applications—1) AX-2022-01 to request the annexation of Tract 1 (with 20 +/- acres) into the City; and 2) RZ-2022-02 to request the rezoning of both parcels to 'PUD'.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER N/A _____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes



TO: Mayor/Council
Planning Commission

FROM: Linda M. Logan, Senior Planner, Planning and Zoning Division

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 10, 2022

SUBJECT: **Comprehensive Plan Amendment Case #CP-2022-02** for Two Parcels:
1) Property at 2125 Highway 42 North within unincorporated Henry County; and 2) Property at Highway 42 North and Technology Parkway in the City of Stockbridge.

I. PURPOSE

Consider a Comprehensive Plan Amendment application by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the future land use designations of two parcels, from 'Light Industrial', 'Low-Density Vertical Mixed-Use', and 'Mixed-Use' to 'High-Density Residential,' to allow for an independent living/age-restricted residential development. The parcels and the requested land use designation changes are listed below. The applicant has also applied for an annexation (AX-2022-01) of Parcel #071-01034012 in unincorporated Henry County and a rezoning of both parcels (RZ-2022-02).

- Parcel #071-01034012 – Represents Tract 1. Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to change the current Henry County land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential' when the parcel is annexed into the Stockbridge City Limits via the applicant's companion annexation application, AX-2022-01. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
- Parcel #071-01034014—Represents Tract 2. Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

II. BACKGROUND

Proposed Development	Independent living /age-restricted residential development.
Site Address	2125 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Subject property includes two parcels: 1) Parcel #071-01034012 with 20.00 acres in unincorporated Henry County; and 2) Parcel # 071-01034014 with 22.01 in the City of Stockbridge.
Parcel Acreage	42.01 +/- total acres within two parcels.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	'LI' (Light Industrial) and 'OI' (Office-Institutional)
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	"Light Industrial" and Low-Density Vertical Mixed Use'
Current Use	The Southern Crescent Rehabilitation & Retirement Center is located on Parcel #071-01034012 at 2125 Highway 42 North.
Surrounding Land Uses	• <u>North</u>—Industrial warehouses; church. • <u>South and West</u>—Magnolias at Eagles Landing Subdivision. • <u>East</u>—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

III. FINDINGS OF FACT

- If the proposed Annexation (AX-2022-01) is approved, and the applicant wishes to proceed with the proposed development, then the applicant would need to combine both parcels for both the requested Comprehensive Plan Amendment (CP-2022-02) and the requested rezoning (RZ-2022-02) to be approved. To facilitate this, a

Recombination Plat application would be required, and it could be handled administratively.

- A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

IV. PROJECT DESCRIPTION

The applicant requests a Comprehensive Plan Amendment to change the land use designations of both parcels to allow for an independent living / age-restricted residential development proposal, which would include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, as well as the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

To allow for the proposed development, the applicant has also applied for a rezoning of the subject property by requesting that Tract 1 be rezoned from Henry County's 'MU' (Mixed Use) district to the City's 'PUD' (Planned Unit Development) district, and that Tract 2 be rezoned from 'OI' (Office-Institutional) and 'LI' (Light Industrial) to PUD. Tract 2 is also located within the Parkway Mixed-Use Overlay District. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

The applicant's submitted a Conceptual Site Plan shows that three accesses would be provided into the proposed development. These include the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; a new entrance off Highway 42 North, across from Glenmore Lane; and the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

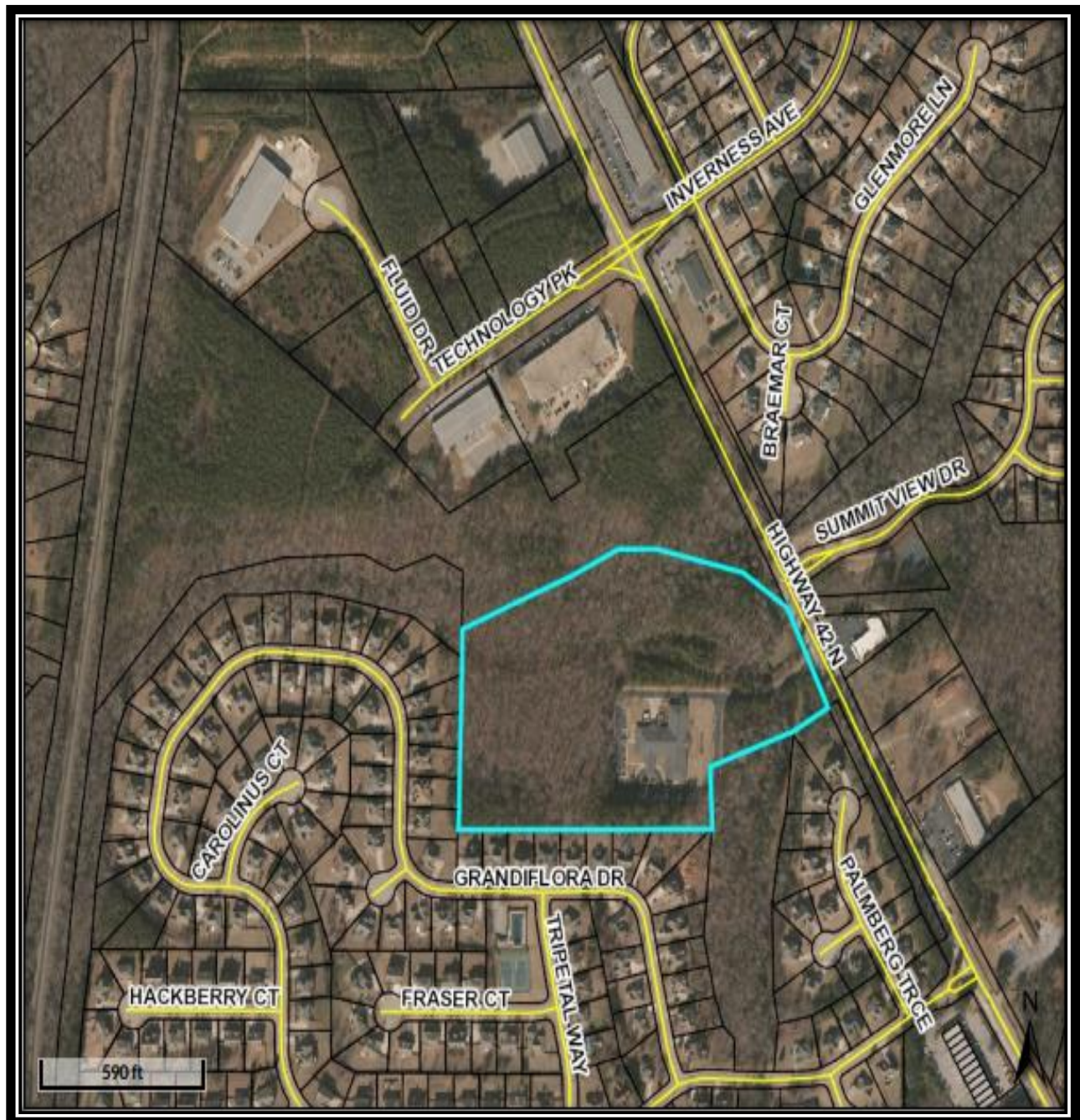
The companion rezoning application states that the applicant will be submitting a proposed list of conditions for adoption, but such list has not yet been received by Community Development.

V. MAPS AND ILLUSTRATIONS TO FOLLOW:

- A. Aerial Photograph
- B. Boundary Survey
- C. Henry County Zoning Map
- D. City of Stockbridge Zoning Map
- E. Henry County Land Use Designation Map
- F. Conceptual Site Plan
- G. Rendering

A. AERIAL PHOTOGRAPH

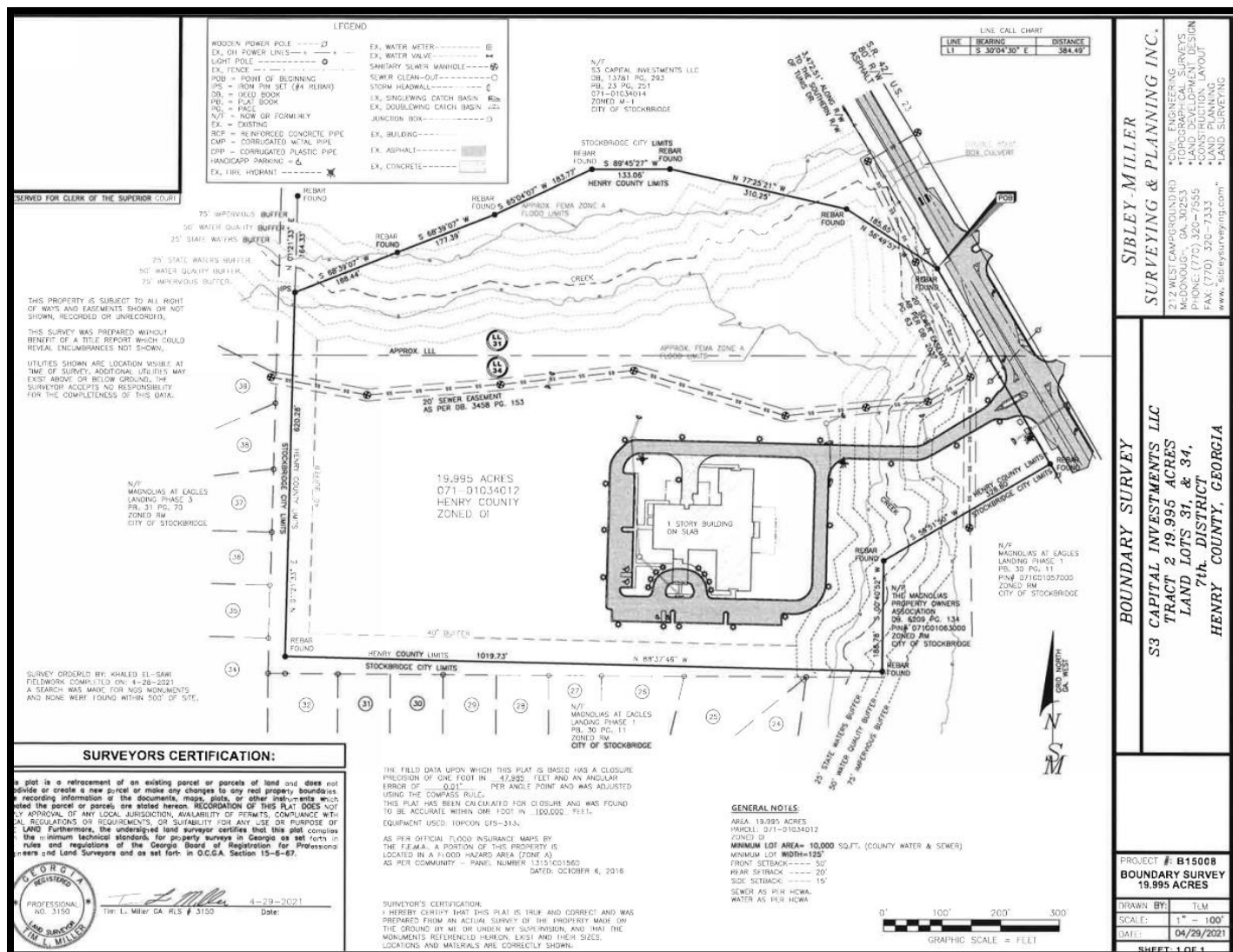
Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"



B. BOUNDARY SURVEY

Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



C. HENRY COUNTY ZONING MAP

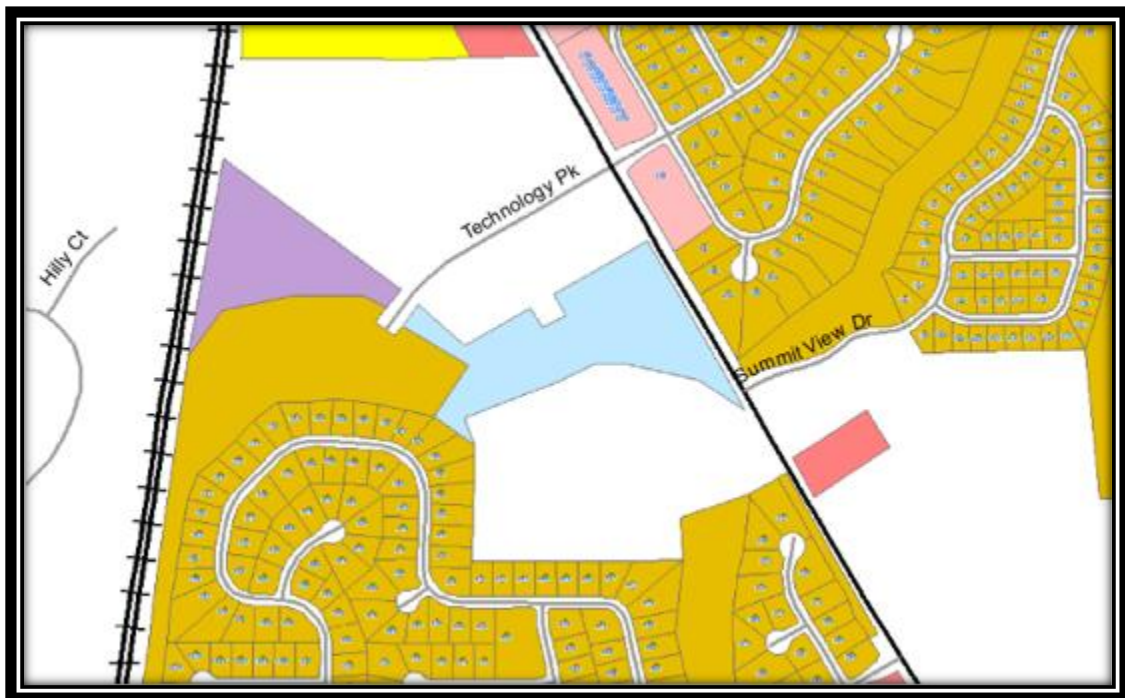
The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).



D. CITY OF STOCKBRIDGE ZONING MAP

Legend:

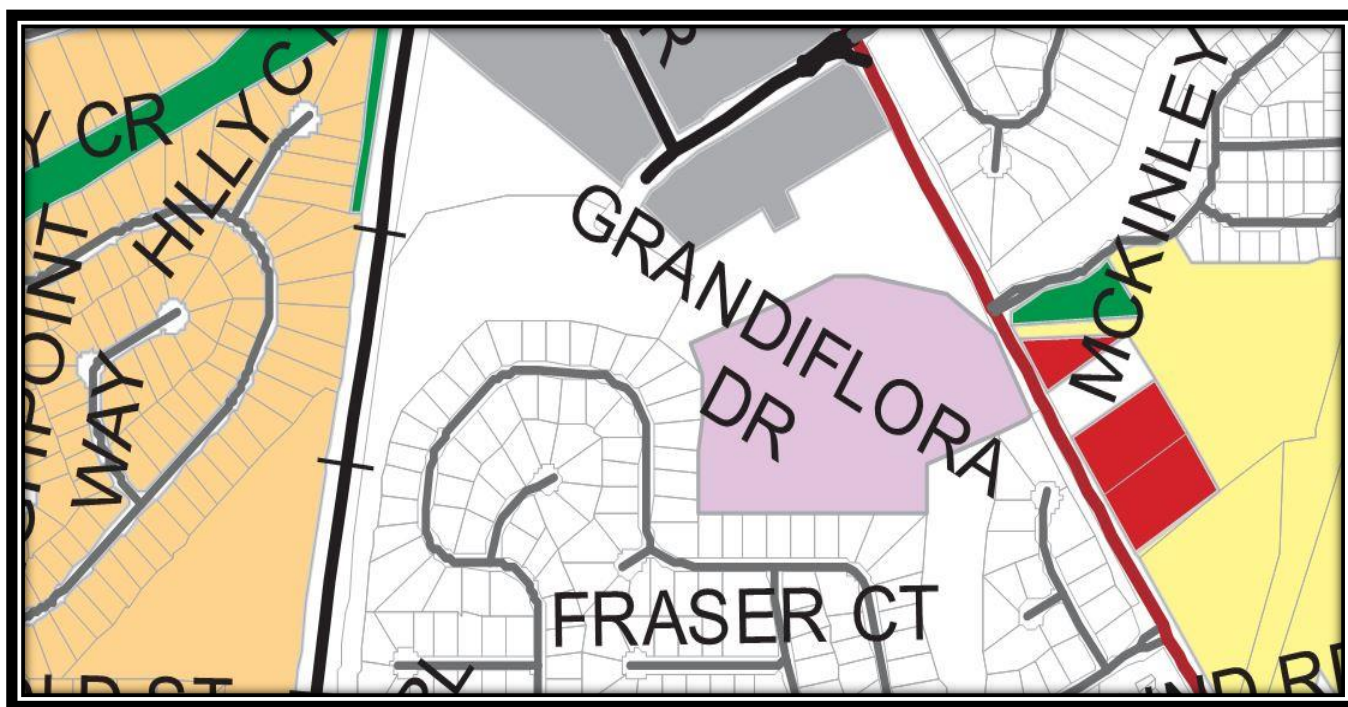
- Main Road – Highway 42 North
- Lavender – LI (Light Industrial)
- Light Blue – OI (Office-Institutional)
- Gold – MFR (Multiple Family Residential)
- Gold area to the west and south -- Magnolias at Eagles Landing Subdivision
- Gold area to the east -- Highlands at Eagles Landing Subdivision & Summit at Eagles Landing Subdivision
- Light Pink – C-1 (Neighborhood Commercial)
- Medium Pink – C-2 (General Commercial)
- Yellow – SR (Suburban Residential)
- White – Located outside of the City



E. HENRY COUNTY LAND USE DESIGNATION MAP

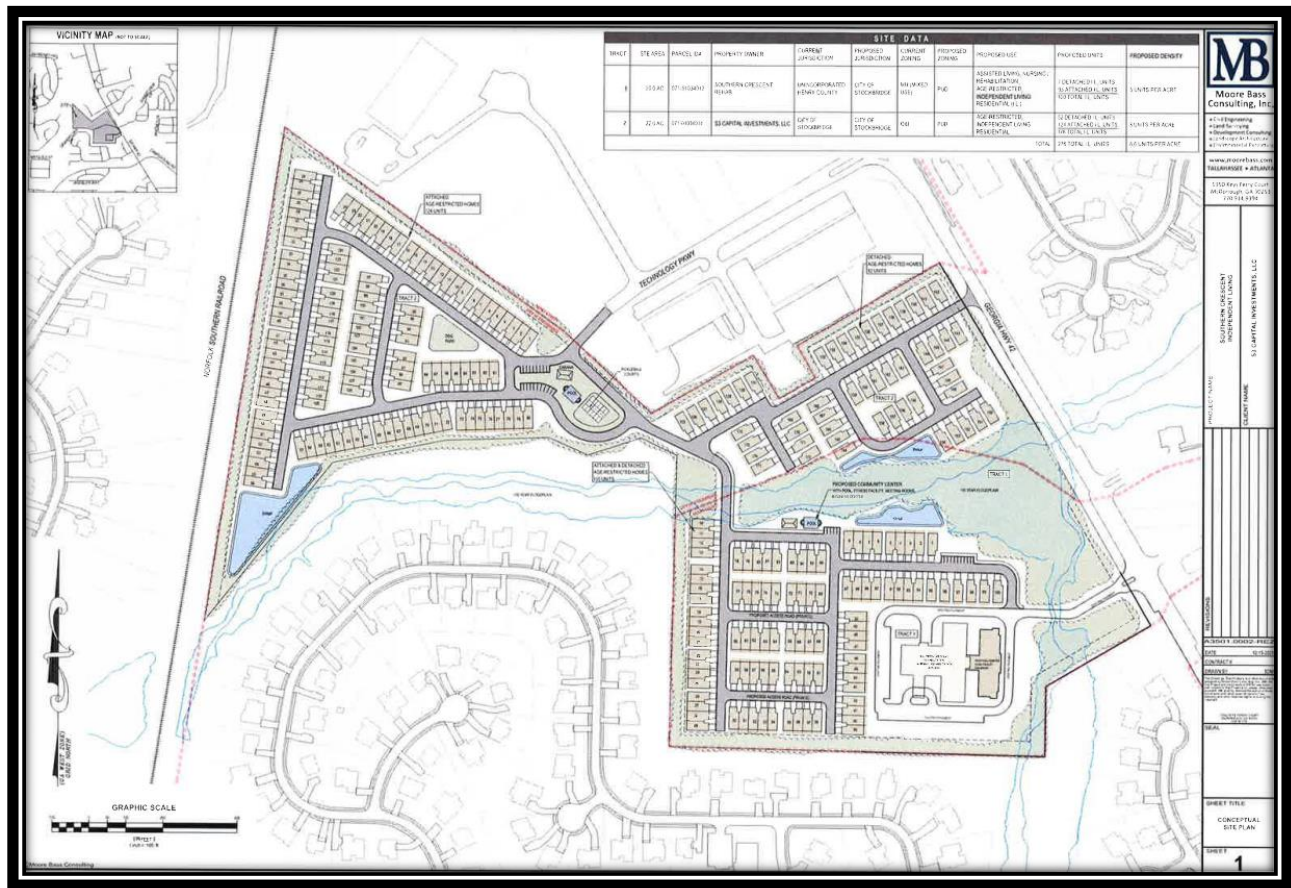
From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



F. CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



G. RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.



V. ANALYSIS OF REQUEST

A. Consistency with the Comprehensive Plan.

The proposed development is not consistent with the Comprehensive Plan's land use designations for the subject property. The requested Comprehensive Plan Amendment for the proposed land use designation changes is necessary because the current land use designations do not allow the type of development which the applicant is proposing, or they do not allow the proposed residential densities. The applicant therefore proposes to change the future land use designations of the two parcels as follows:

- Tract 1--From Henry County's land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential', which would be more appropriate for the applicant's proposed type of development and would indicate the approximate density of the project.
- Tract 2—From the City's land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. The existing 'Light Industrial' land use designation does not allow residential uses, and the existing 'Low-Density Vertical Mixed-Use' land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

B. Relation to the Zoning of the Property. The property's requested zoning districts are not permitted within the property's existing land use designations. To allow for the proposed development, the applicant has therefore requested the rezoning of the subject property (via RZ-2022-02) as follows:

- Tract 1—From Henry County's zoning district of 'MU' (Mixed-Use) to the City of Stockbridge's zoning district of 'PUD' (Planned Unit Development). Although Henry County's MU district is believed to be like the City's PUD district, if Tract 1 is annexed into the City, it would need to be assigned a City zoning district.
- Tract 2—From the City of Stockbridge's zoning districts of 'OI' (Office-Institutional) and 'LI' (Light Industrial) to 'PUD' (Planned Unit Development). The OI and LI districts do not allow residential uses.

But there is no need to change the property's land use designations unless the property is rezoned per the above specifications. Therefore, any approval of the requested Comprehensive Plan Amendment via CP-2022-02 must be contingent upon the simultaneous approval of the requested rezoning of the property via RZ-2022-02.

C. Suitability of the Site's Location. The proposed 'High-Density Residential' land use designation would be compatible with the 'High-Density Residential' land use designation of the Magnolias at Eagles Land Subdivision to the south.

D. Maintaining the Current Land Use Designation. Tract 1 is already partially developed with the existing Southern Crescent Rehabilitation and Retirement Center, but for this parcel to be annexed into the City, per AX-2022-01, it would need to have a City land use designation assigned to it. For Tract 2, additional industrial uses could be developed on the northwestern portion of the parcel due to its proximity to other existing industrial uses, the remainder of this parcel is unlikely to be developed with vertical mixed-use buildings under the existing 'Low-Density Vertical Mixed-Use' designation due to the parcel's size, odd shape, and proximity to the existing industrial uses. The proposed 'High-Density Residential' land use designation, with its higher density, would be more appropriate for this location.

STAFF RECOMMENDATION

This Staff Report has demonstrated that the requested Comprehensive Plan Amendment, via CP-2022-02, would be necessary and desirable for the subject property in conjunction with the requested rezoning of the property, via RZ-2022-02, to allow for the proposed independent living/age-restricted residential development. The Planning and Zoning Staff recommends **CONDITIONAL APPROVAL** of the requested Comprehensive Plan Amendment based upon:

1. **Recombination Approval --** The two parcels shall be officially combined via an administrative recombination plat application, after the applicant has submitted proof to the Community Development Department that an acceptable new plat has been recorded by the Henry County Superior Court, Real Estate Records Division.

Presentation For CP-2022-02:

Comprehensive Plan Amendment for
the Proposed “Southern Crescent”
Mixed Residential Development on
Two Parcels: 1) 2125 Highway 42
North; and 2) Highway 42 North at
Technology Parkway

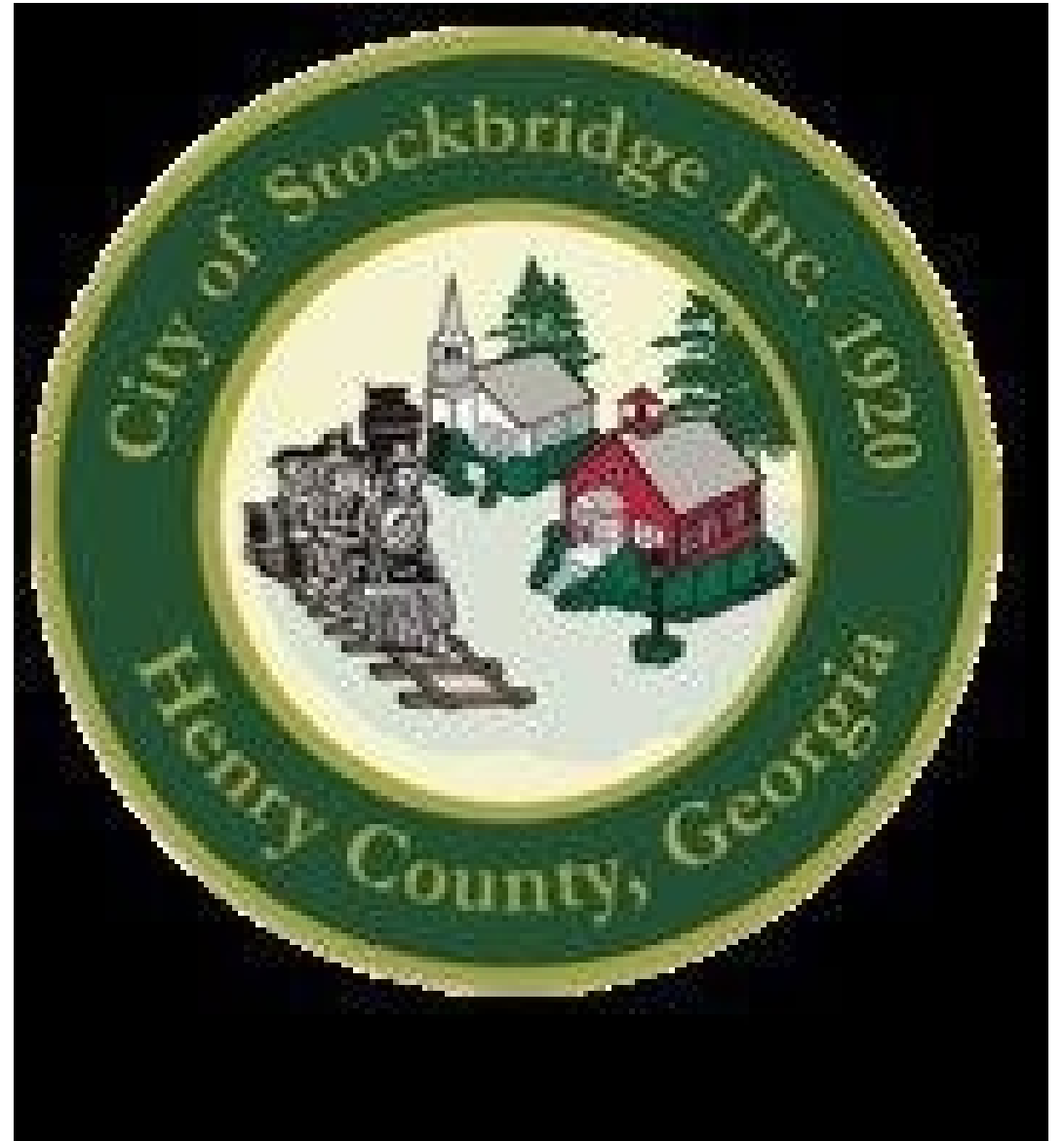
Presented To:

Planning Commission – August 25, 2022

City Council – October 10, 2022

By:

City of Stockbridge Community
Development Department,
Planning and Zoning Division

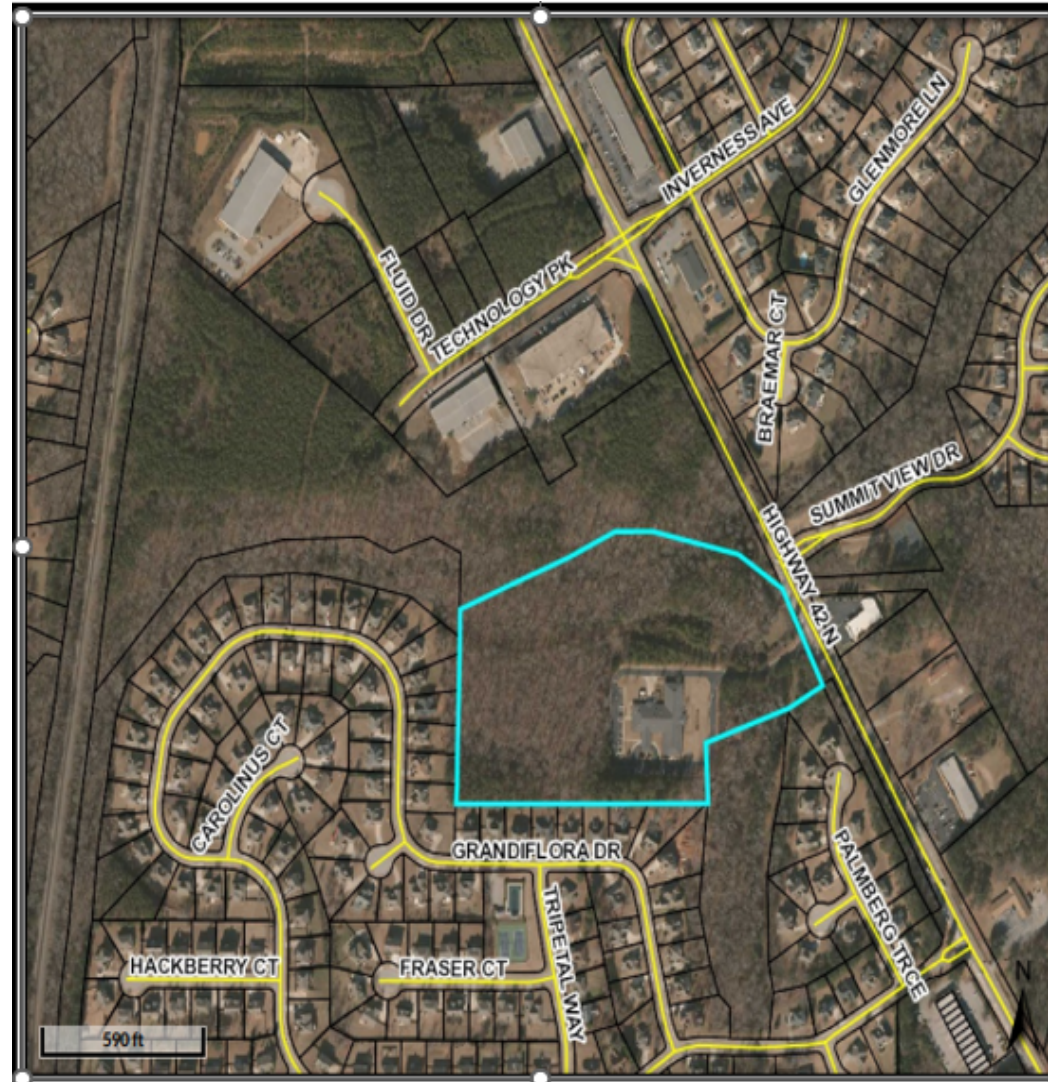


AERIAL PHOTO #1 OF SUBJECT PROPERTY:

TRACT 1—Outside the City; to Be Annexed

Parcel #071-01034012 at 2125 Highway 42 North

With 20.00 +/- Acres



AERIAL PHOTO #2 OF SUBJECT PROPERTY:

**TRACT 2 (Inside the City) at Highway 42 North and
Technology Parkway**

Parcel #071-01034014 with 22.01+/- Acres



PURPOSE

Applicant's Request -- Consider a Comprehensive Plan Amendment application by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the future land use designations of two parcels, from 'Light Industrial', 'Low-Density Vertical Mixed-Use', and 'Mixed-Use' to 'High-Density Residential,' to allow for an independent living/age-restricted residential development. The parcels and the requested land use designation changes are listed below. The applicant has also applied for an annexation (AX-2022-01) of Parcel #071-01034012 in unincorporated Henry County and a rezoning of both parcels (RZ-2022-02).

- ~ **Tract 1 -- Parcel #071-01034012.** Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to change the current Henry County land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential' when the parcel is annexed into the Stockbridge City Limits via the applicant's companion annexation application, AX-2022-01. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
- ~ **Tract 2 -- Parcel #071-01034014.** Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

BACKGROUND INFORMATION

CATEGORY	FINDINGS
Proposed Development	Independent living / age-restricted residential development.
Site Address	1225 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Includes two parcels: 1) Parcel #071-01034012 with 20.00 acres in unincorporated Henry County; and 2) Parcel #071-01034014 with 22.01 acres in the City of Stockbridge.
Parcel Acreage	42.01 +/- total acres within two parcels.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	'LI' (Light Industrial) and 'OI' (Office-Institutional)
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	'Light Industrial' and Low-Density Vertical Mixed Use'
Current Use	The Southern Crescent Rehabilitation & Retirement Center is located on Parcel #071-01034012 at 2125 Highway 42 North.
Surrounding Land Uses	~ <u>North</u> —Industrial warehouses; church. ~ <u>South and West</u> —Magnolias at Eagles Landing Subdivision. ~ <u>East</u> —Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

ADDITIONAL FINDINGS OF FACT

- 1. Recombination of Parcels Needed --** If the proposed Annexation (AX-2022-01) approved, and the applicant wishes to proceed with the proposed development, then the applicant would need to combine both parcels for both the requested Comprehensive Plan Amendment (CP-2022-02) and the requested rezoning (RZ-2022-02) to be approved. To facilitate this, a Recombination Plat application would be required, and it could be handled administratively.

- 2. Presence of Stream --** A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

PROJECT DESCRIPTION

Proposed Development -- Independent living / age-restricted residential development proposal, to include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, and the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

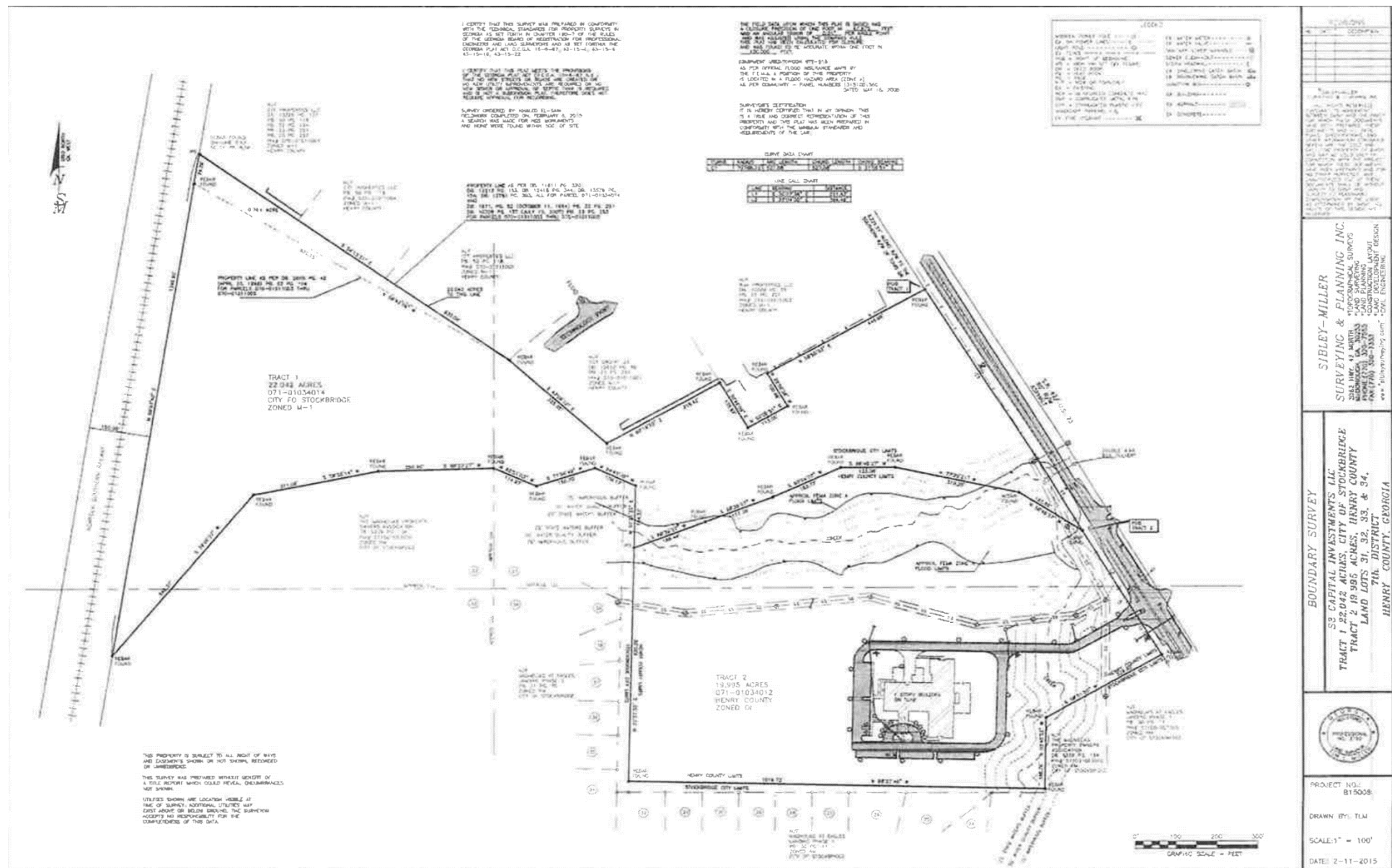
Companion Applications -- To allow for the proposed development, the applicant has also applied for a rezoning of the subject property by requesting that Tract 1 be rezoned from Henry County's 'MU' (Mixed Use) district to the City's 'PUD' (Planned Unit Development) district, and that Tract 2 be rezoned from 'OI' (Office-Institutional) and 'LI' (Light Industrial) to PUD. Tract 2 is also located within the Parkway Mixed-Use Overlay District. Further, the applicant would need to apply for a Recombination Plat to combine the two parcels.

Applicant's Conceptual Site Plan -- Shows that three accesses would be provided into the proposed development: 1) the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; 2) a new entrance off Highway 42 North, across from Glenmore Lane; and 3) the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

Amenities -- Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond.

Rendering -- The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

BOUNDARY SURVEY FOR BOTH PARCELS



HENRY COUNTY ZONING MAP

The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).



CITY OF STOCKBRIDGE ZONING MAP

LEGEND:

Main Road – Highway 42 North

Lavender – LI (Light Industrial)

Light Blue – OI (Office-Institutional)

Gold – MFR (Multiple Family Residential)

Light Pink – C-1 (Neighborhood Commercial)

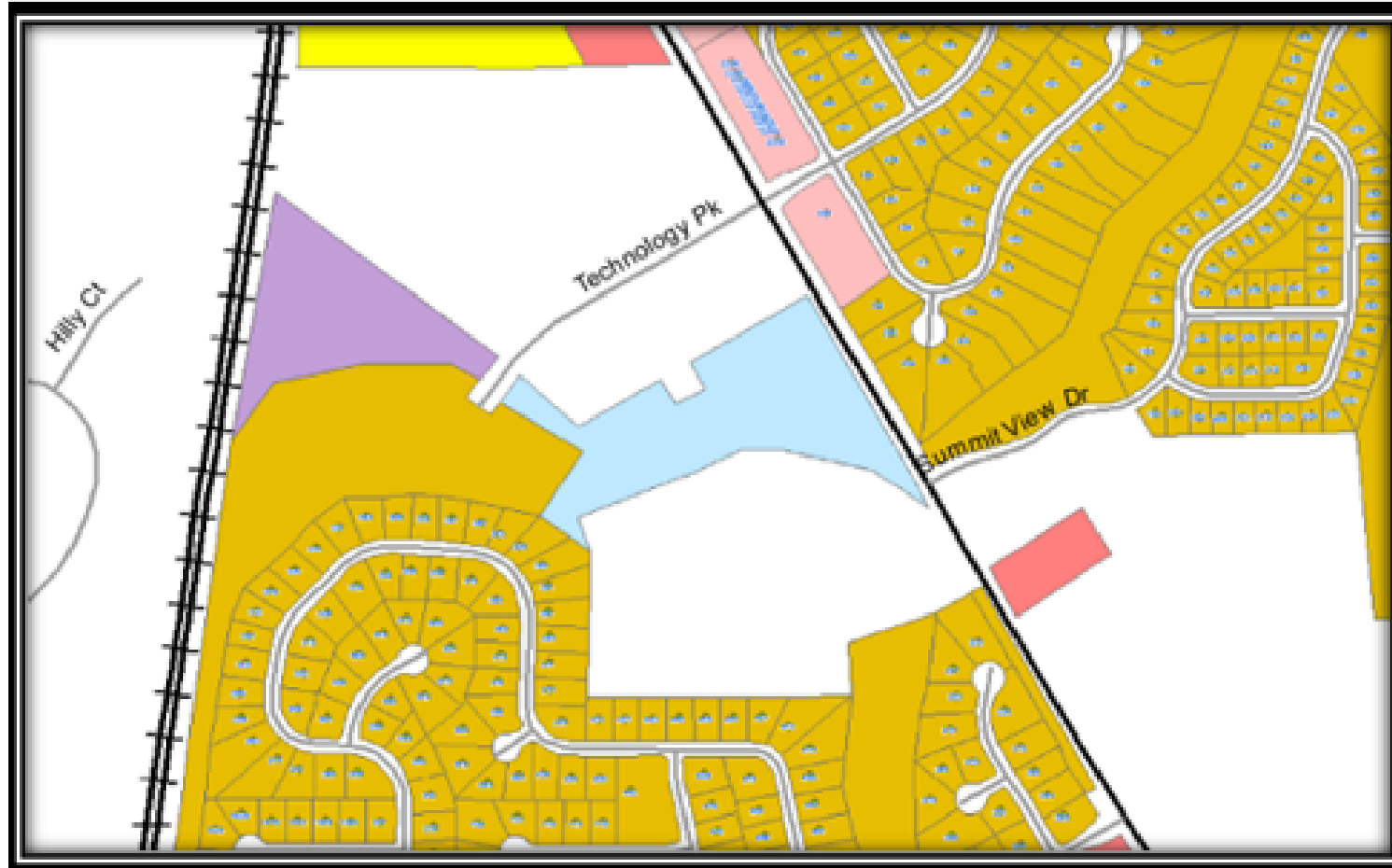
Medium Pink – C-2 (General Commercial)

Yellow – SR (Suburban Residential)

White – Located outside of the City

Gold area to the west and south -- Magnolias at Eagles Landing Subdivision

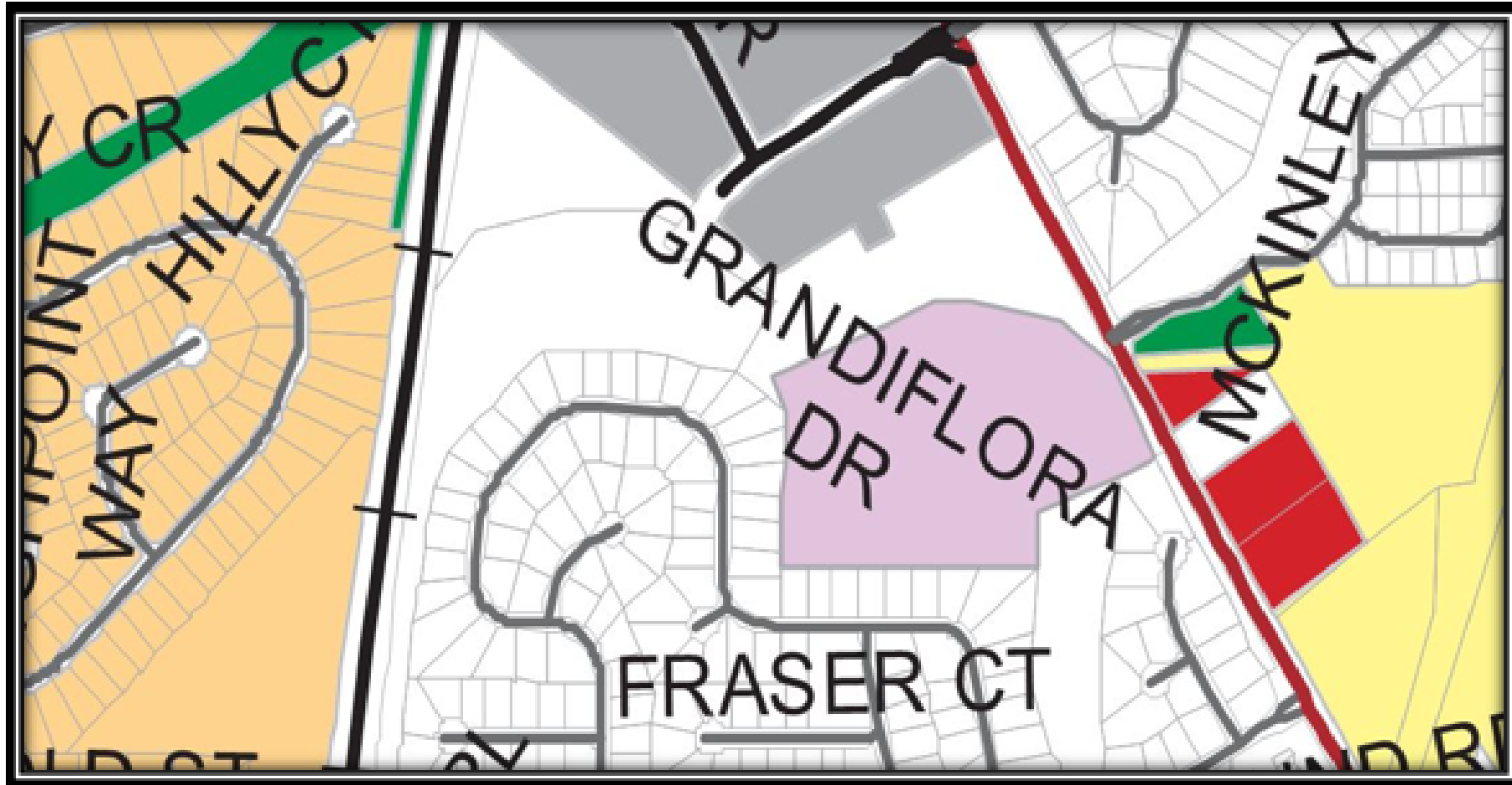
Gold area to the east -- Highlands at Eagles Landing Subdivision &
Summit at Eagles Landing Subdivision



HENRY COUNTY LAND USE DESIGNATION MAP

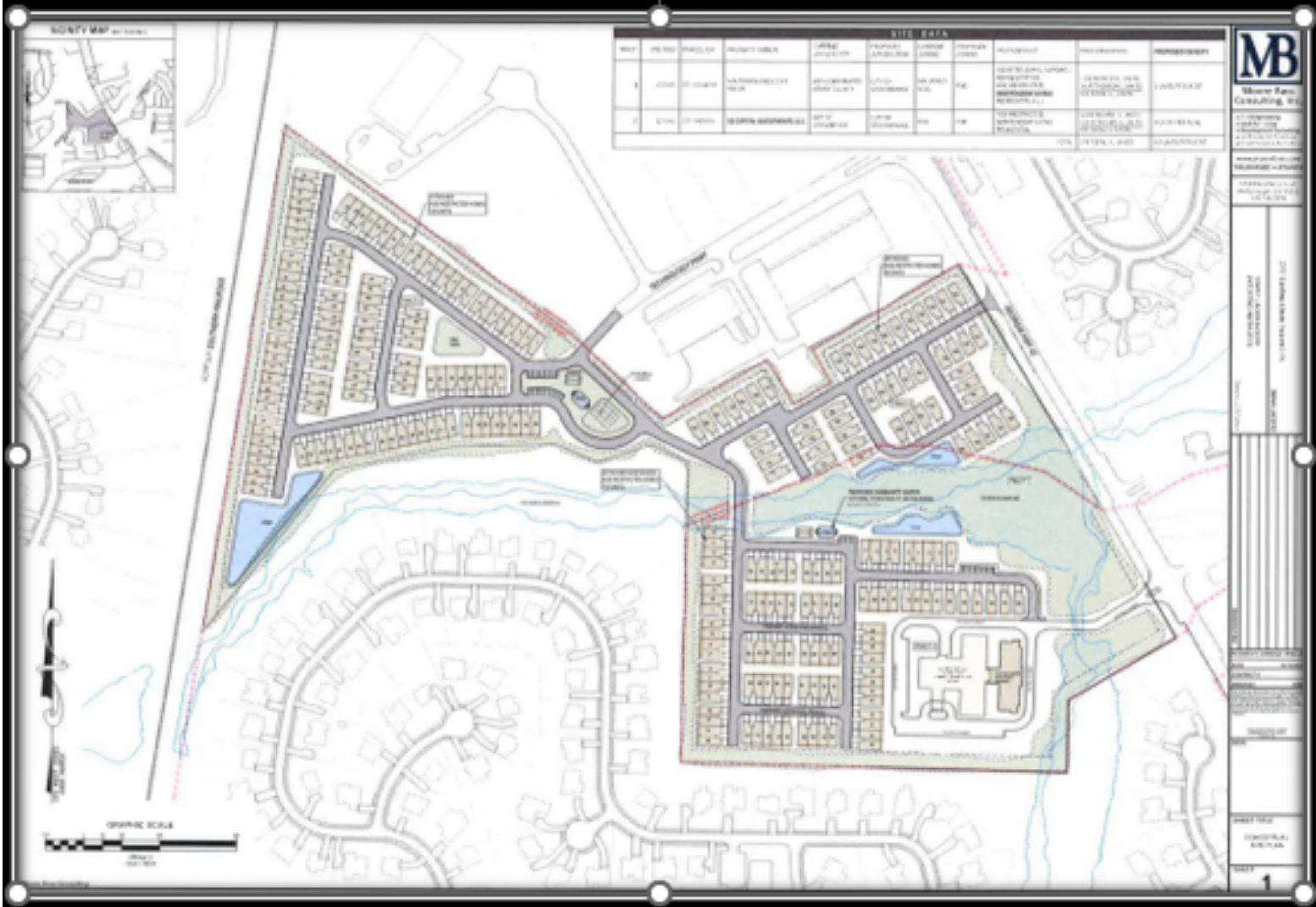
From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.



ANALYSIS OF REQUEST, PAGE ONE

A. Consistency with the Comprehensive Plan. The proposed development is not consistent with the Comprehensive Plan's land use designations for the subject property. The requested Comprehensive Plan Amendment for the proposed land use designation changes is necessary because the current land use designations do not allow the type of development which the applicant is proposing, or they do not allow the proposed residential densities. The applicant therefore proposes to change the future land use designations of the two parcels as follows:

~ **Tract 1**—From Henry County's land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential', which would be more appropriate for the applicant's proposed type of development and would indicate the approximate density of the project.

~ **Tract 2**—From the City's land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. The existing 'Light Industrial' land use designation does not allow residential uses, and the existing 'Low-Density Vertical Mixed-Use' land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

B. Relation to the Zoning of the Property. The property's requested zoning districts are not permitted within the property's existing land use designations. To allow for the proposed development, the applicant has therefore requested the rezoning of the subject property (via RZ-2022-02) as follows:

~ **Tract 1**—From Henry County's zoning district of 'MU' (Mixed-Use) to the City of Stockbridge's zoning district of 'PUD' (Planned Unit Development). Although Henry County's MU district is believed to be like the City's PUD district, if Tract 1 is annexed into the City, it would need to be assigned a City zoning district.

~ **Tract 2**—From the City of Stockbridge's zoning districts of 'OI' (Office-Institutional) and 'LI' (Light Industrial) to 'PUD' (Planned Unit Development). The OI and LI districts do not allow residential uses.

But there is no need to change the property's land use designations unless the property is rezoned per the above specifications. Therefore, any approval of the requested Comprehensive Plan Amendment via CP-2022-02 must be contingent upon the simultaneous approval of the requested rezoning of the property via RZ-2022-02.

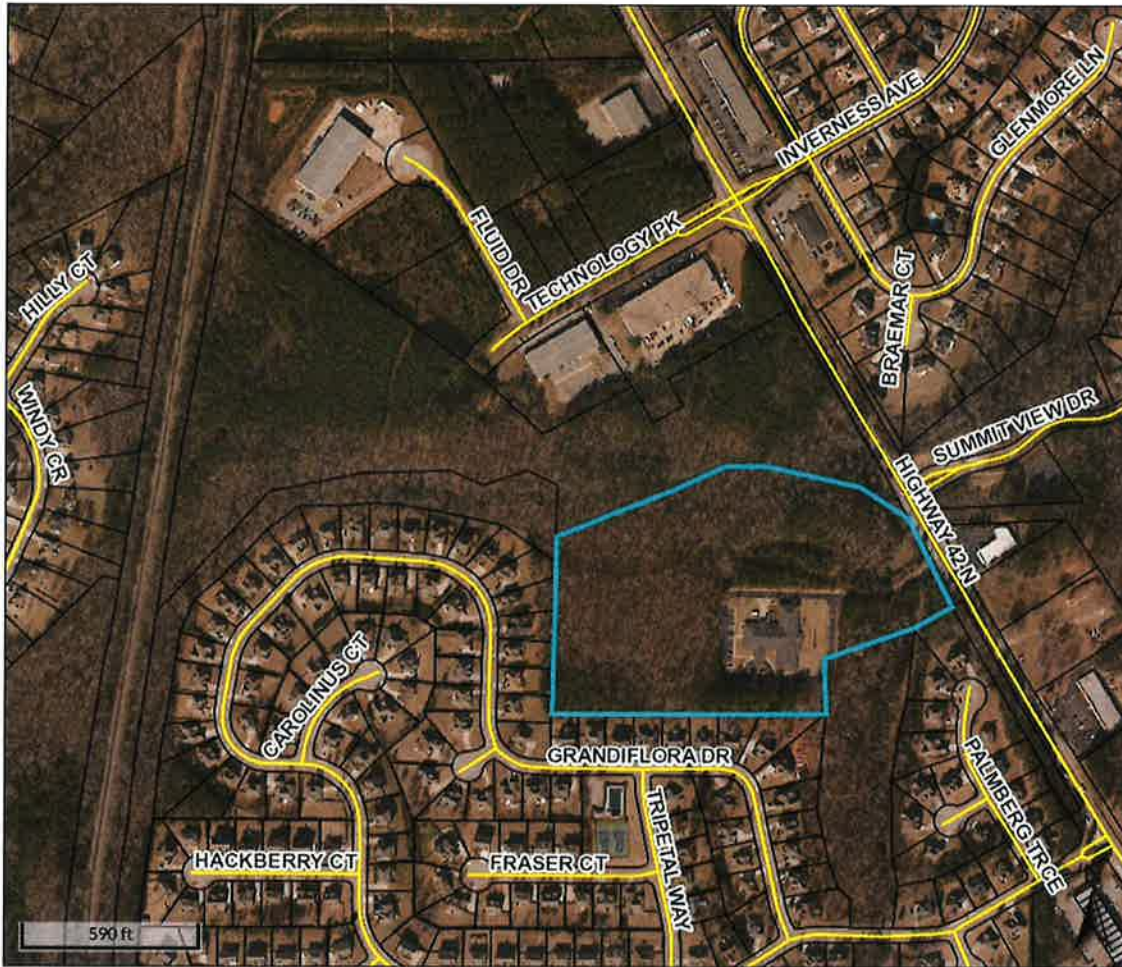
ANALYSIS OF REQUEST, PAGE TWO

- C. Suitability of the Site's Location.** The proposed 'High-Density Residential' land use designation would be compatible with the 'High-Density Residential' land use designation of the Magnolias at Eagles Landing Subdivision to the south.
- D. Maintaining the Current Land Use Designation.** Tract 1 is already partially developed with the existing Southern Crescent Rehabilitation and Retirement Center, but for this parcel to be annexed into the City, per AX-2022-01, it would need to have a City land use designation assigned to it. For Tract 2, additional industrial uses could be developed on the northwestern portion of the parcel due to its proximity to other existing industrial uses, the remainder of this parcel is unlikely to be developed with vertical mixed-use buildings under the existing 'Low-Density Vertical Mixed-Use' designation due to the parcel's size, odd shape, and proximity to the existing industrial uses. The proposed 'High-Density Residential' land use designation, with its higher density, would be more appropriate for this location.

STAFF RECOMMENDATION

This Staff Report has demonstrated that the requested Comprehensive Plan Amendment, via CP-2022-02, would be necessary and desirable for the subject property in conjunction with the requested rezoning of the property, via RZ-2022-02, to allow for the proposed independent living/age-restricted residential development. The Planning and Zoning Staff recommends **CONDITIONAL APPROVAL** of the requested Comprehensive Plan Amendment based upon:

1. **Recombination Approval --** The two parcels shall be officially combined via an administrative recombination plat application, after the applicant has submitted proof to the Community Development Department that an acceptable new plat has been recorded by the Henry County Superior Court / Real Estate Records Division.



Overview



Legend

- Parcels
- Roads

Parcel ID	071-01034012	Class	C	Owner	SOUTHERN CRESCENT	Land Value:	\$1,500,000	Last 2 Sales		
Property Address	2125 HIGHWAY 42 N	Acreage	20	Address	REHAB & RETIREMENT CO INC	Building Value:	\$2,093,300			
District	County/UnIncorp				2125 HIGHWAY 42 NORTH	Misc Value:	\$40,500	Date	Price	Reason Qual
					MCDONOUGH GA 30253	Total Value:	\$3,633,800	11/1/2000	\$0	n/a U
								10/17/1997	\$475,000	n/a Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022

Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

- Parcels
- Roads

Parcel ID	071-01034014	Class	I	Owner	S3 CAPITAL	Land Value:	\$649,400				
Property Address		Acreage	22.01	Address	INVESTMENTS LLC	Building Value:	\$0				
District	City/Stockbridge				2125 HIGHWAY 42 N	Misc Value:	\$0				
					MCDONOUGH GA 30253	Total Value:	\$649,400				
								Last 2 Sales			
								Date	Price	Reason	Qual
								10/16/2014	\$110,000	OTHER	U
								5/19/2014	\$0	FAMILY/GIFT	U

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022

Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by  **Schneider**
GEOSPATIAL



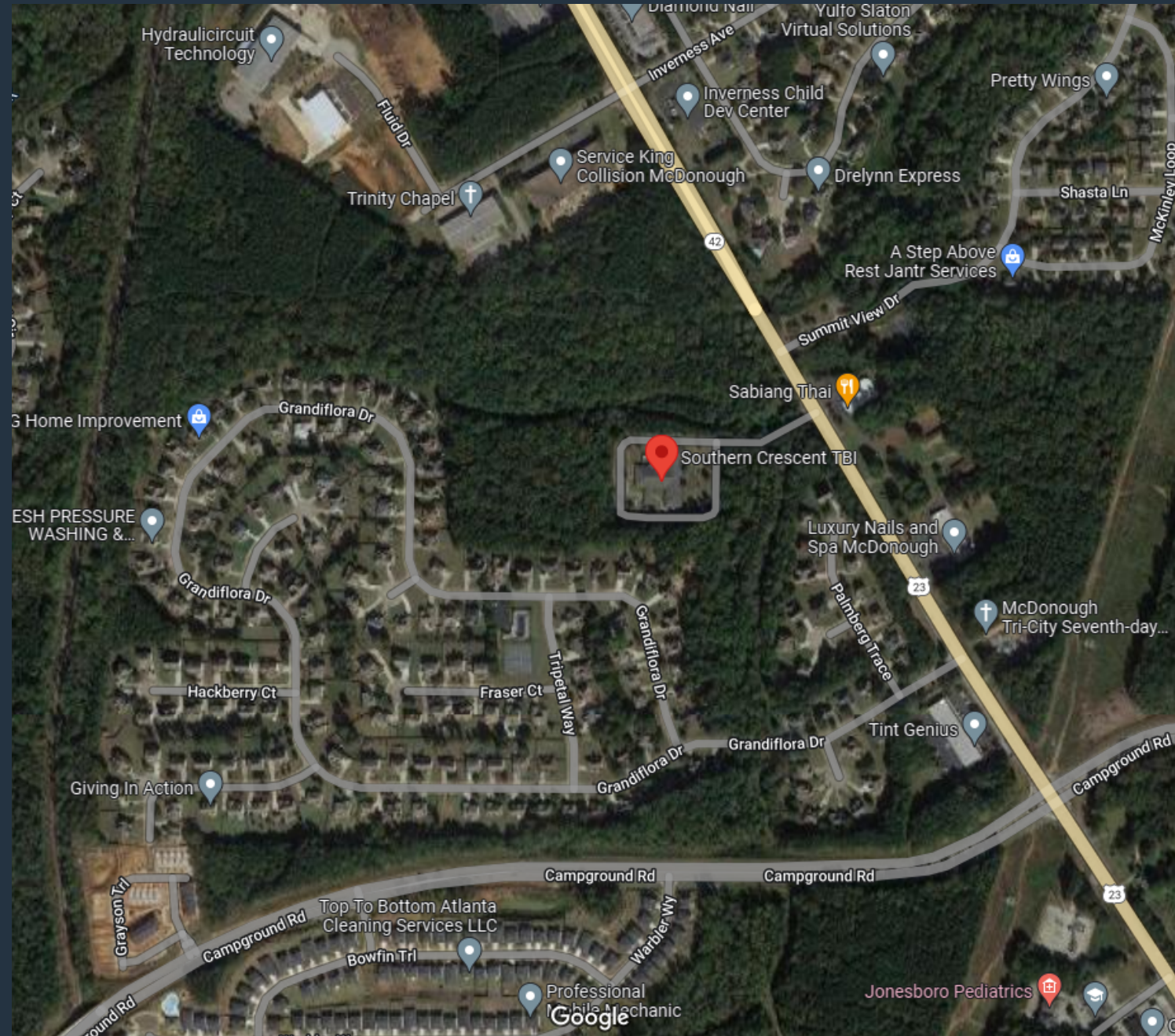
Battle Law



2125 Highway 42 North,
Henry County, GA

Rezoning

LOCATION



Southern Crescent TBI Center



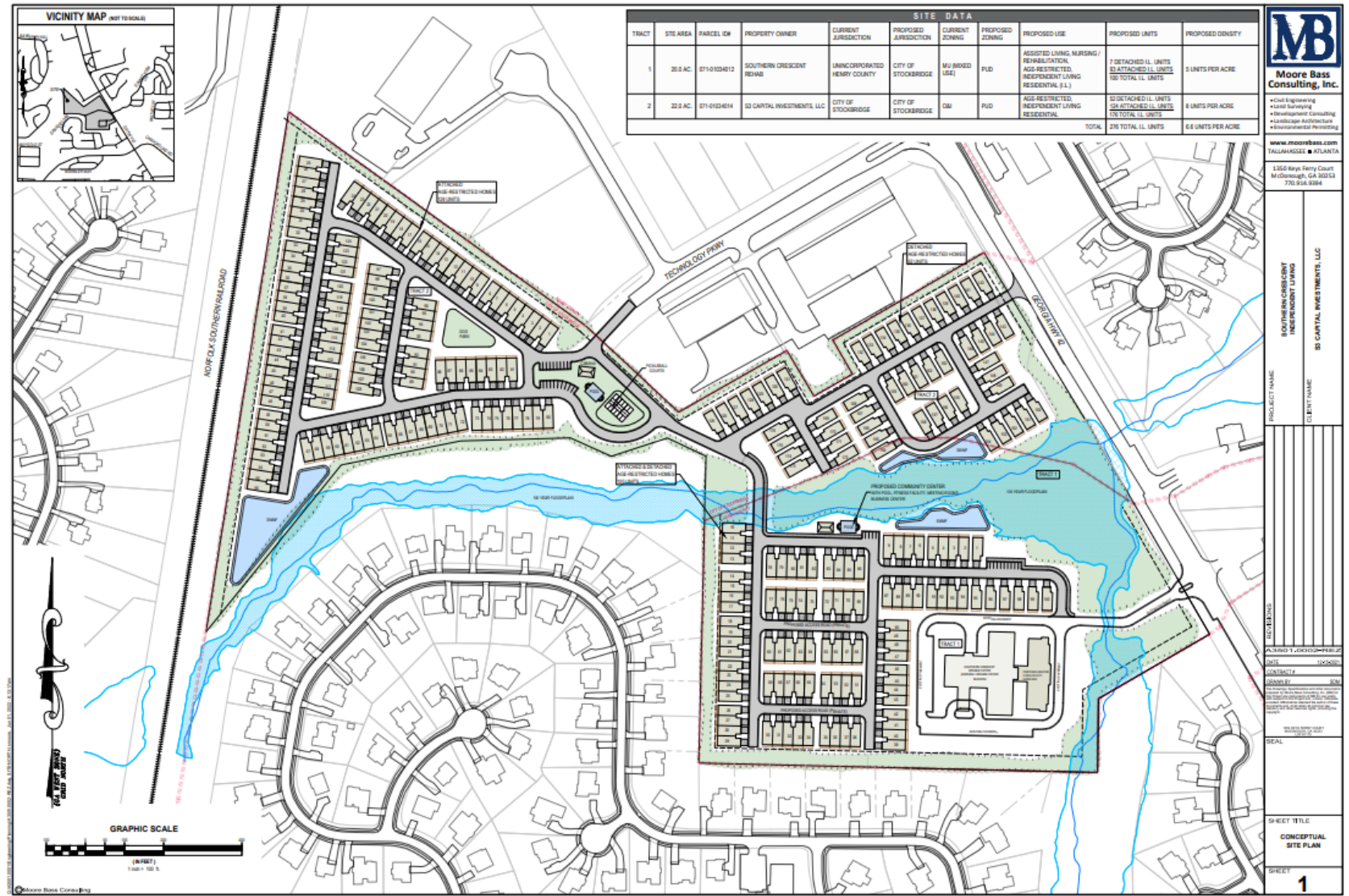
- **About Southern Crescent TBI**
-
- SCTBI is a cutting edge in-patient healthcare facility that is dedicated to providing medical and rehabilitation services for individuals who have suffered a traumatic or acquired brain injury.

GOAL

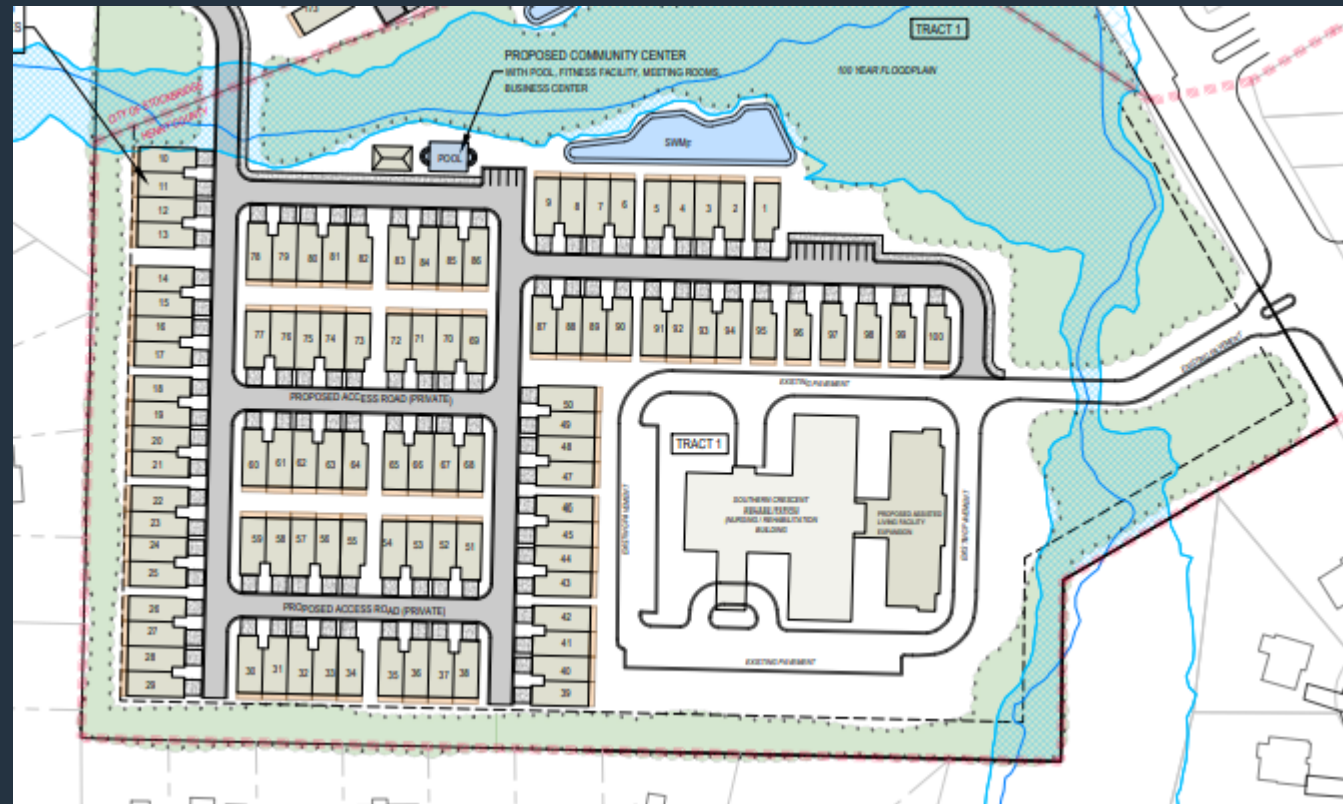
TO PROVIDE QUALITY SENIOR HOUSING
WITHIN THE CITY OF STOCKBRIDGE THAT
IS SECOND TO NONE AT AFFORDABLE
RATES

- Age Restricted Community for 55 and Older

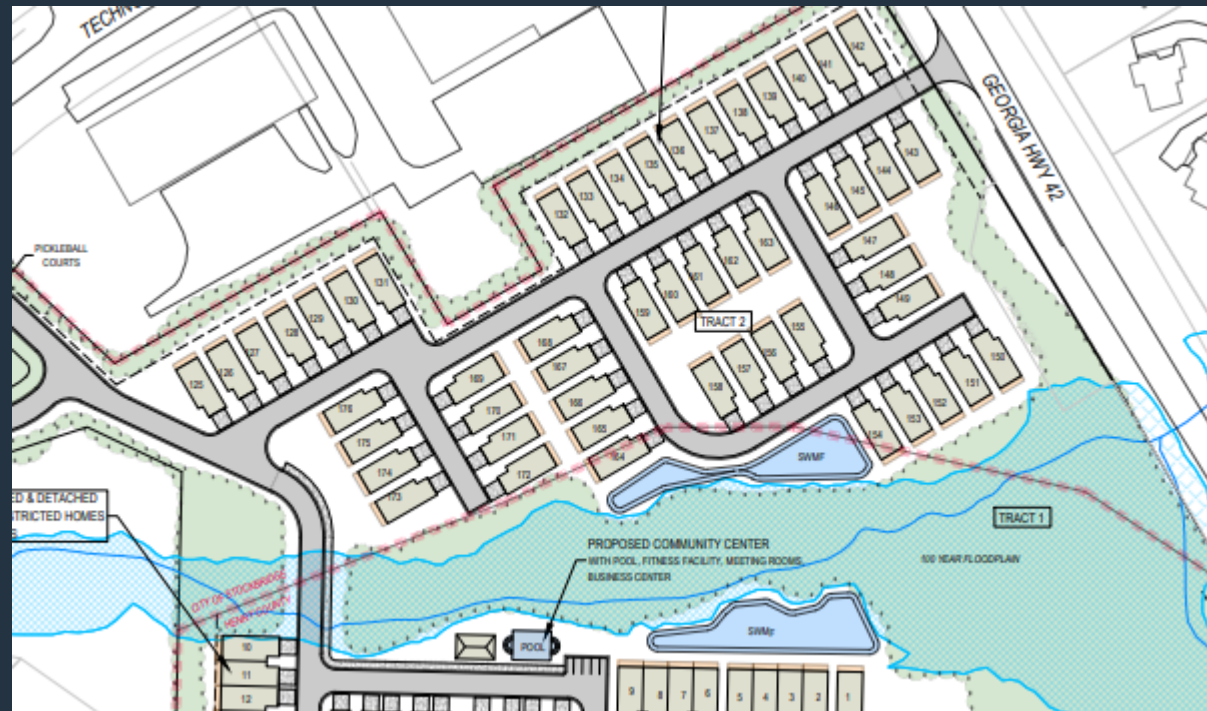
52 Single-Family
Detached units



POD I



POD II



POD III



SITE DATA

SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS <u>93 ATTACHED I.L. UNITS</u> 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS <u>124 ATTACHED I.L. UNITS</u> 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
TOTAL									276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

ELEVATION (PHASE 1)

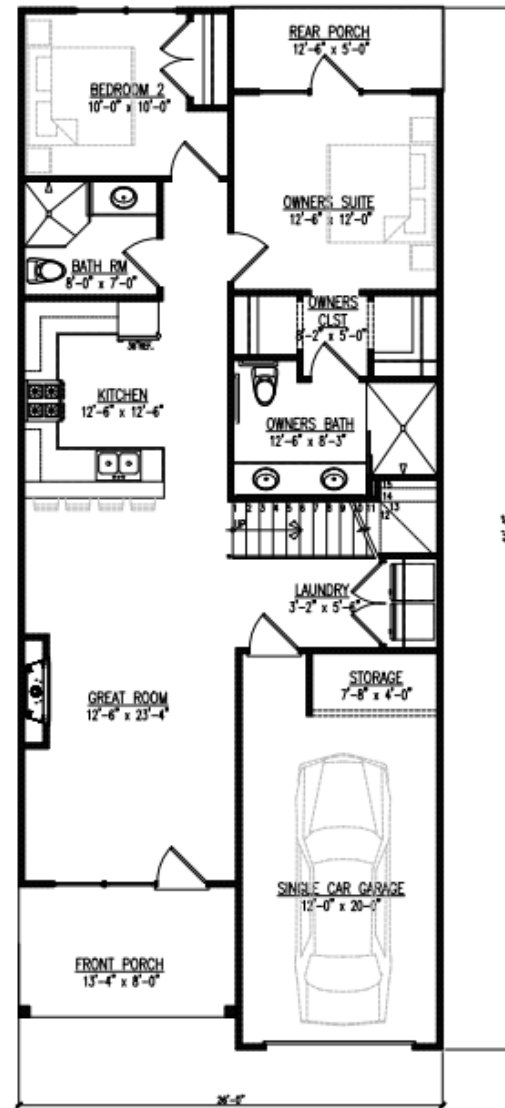


AMENITY AREAS

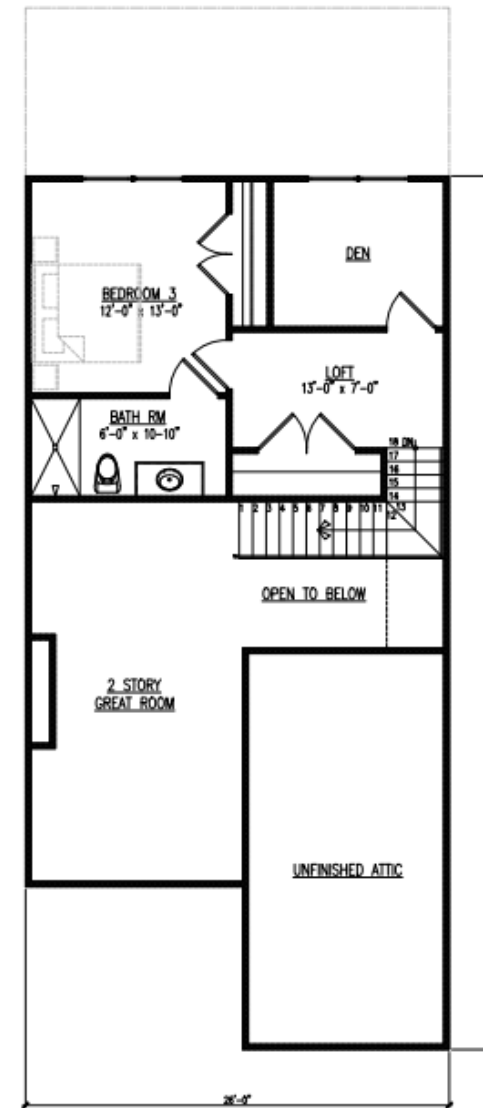


PROPOSED AMENITIES

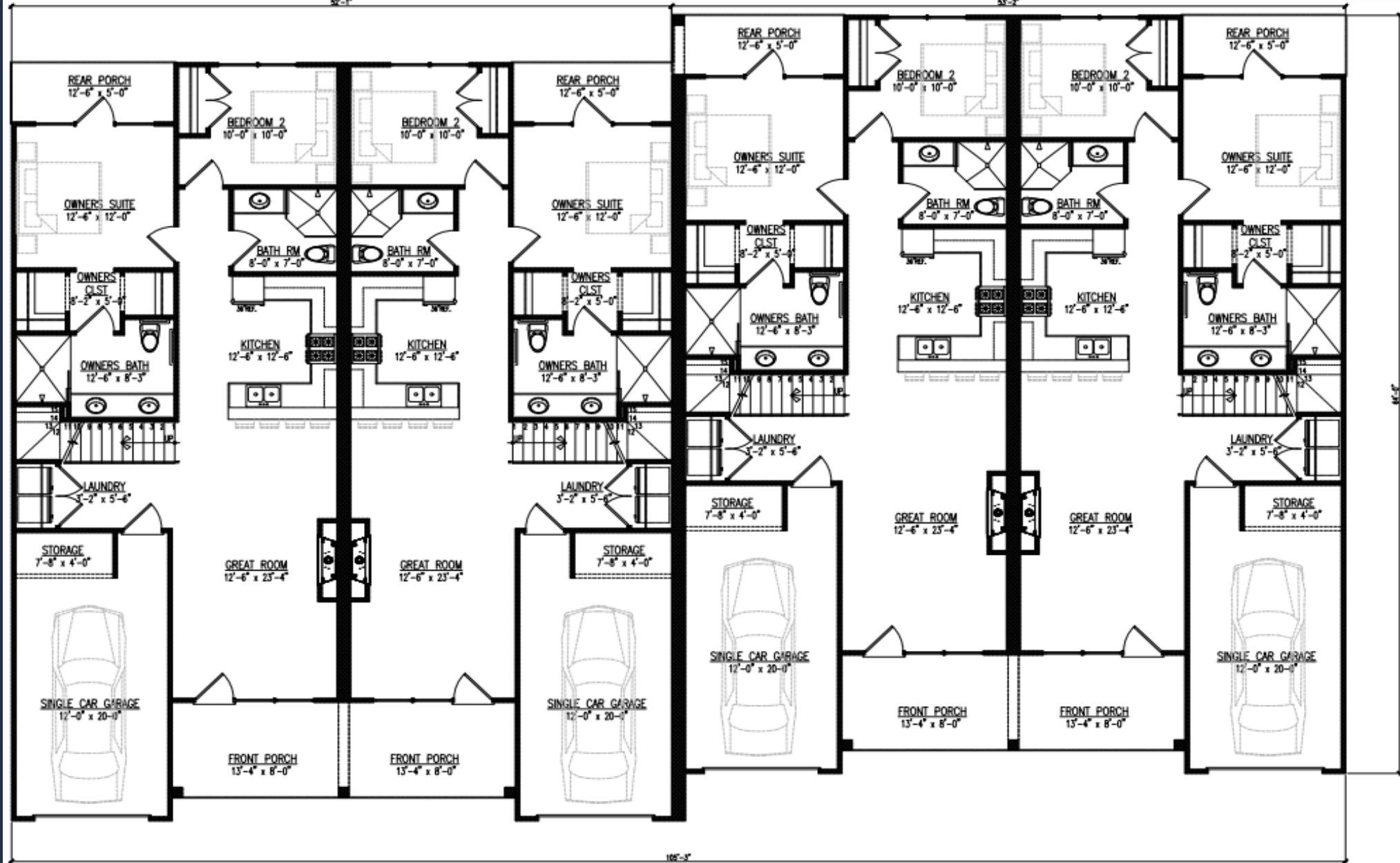
- 1. Two community center/clubhouses
 - *Library*
 - *Small Theater*
 - *Live Music*
 - *Meeting Rooms and Business Center*
- 2. Heated indoor and outdoor swimming pools
- 3. Walking Trail
- 4. Pickle Ball Courts
- 5. Dog Park
- 6. 100% Lawn Maintenance
- 7. Mandatory HOA with no rentals allowed except by the Declarant under the Declaration of Restrictive Covenants
- 8. Access to medical services for a fee

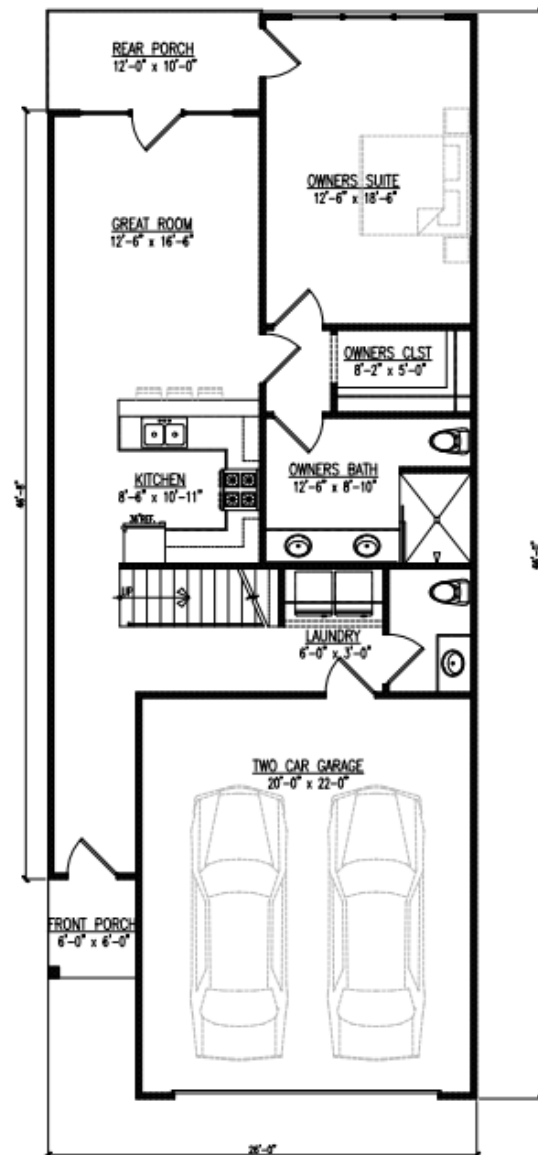


1 MAIN FLOOR PLAN - 3 BED ROOM UNIT
MAIN LEVEL: 1,133 SQ. FT. (1,620 TOTAL SQ. FT.)

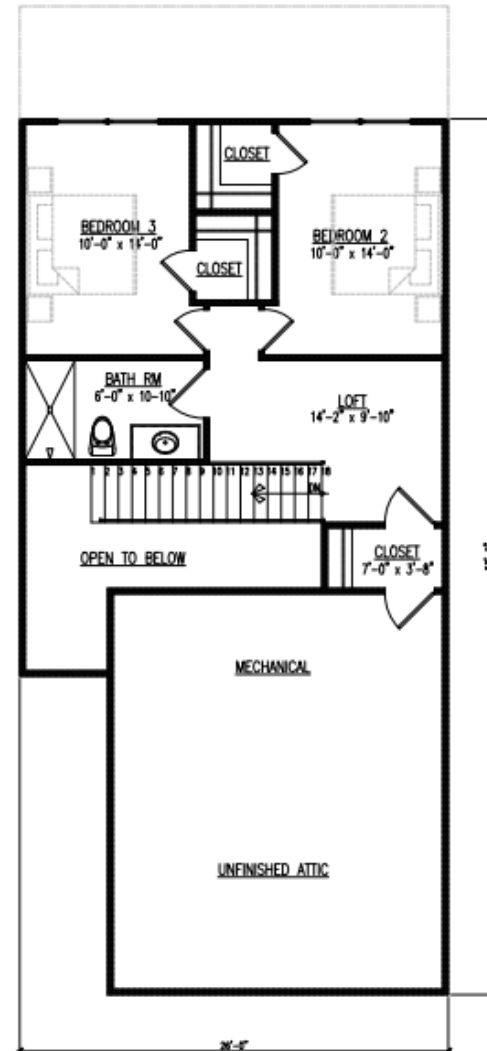


2 UPPER FLOOR PLAN - 3 BED ROOM UNIT
UPPER LEVEL: 487 SQ. FT. (1,620 TOTAL SQ. FT.)

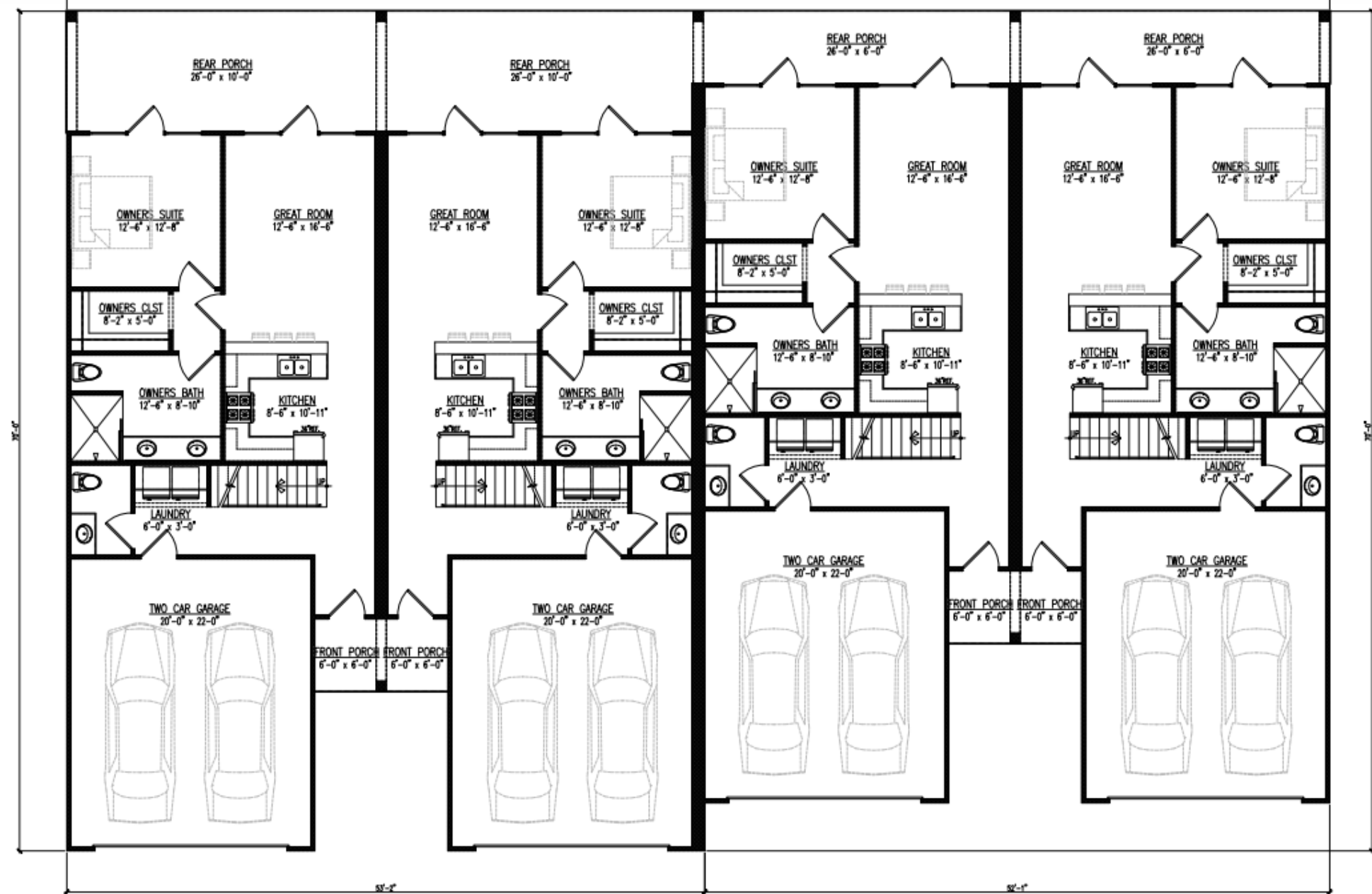




1 MAIN FLOOR PLAN - 3 BED ROOM UNIT
MAIN LEVEL: 1015 SQ. FT. (1,592 TOTAL SQ. FT.)



2 UPPER FLOOR PLAN - 3 BED ROOM UNIT
UPPER LEVEL: 577 SQ. FT. (1,592 TOTAL SQ. FT.)



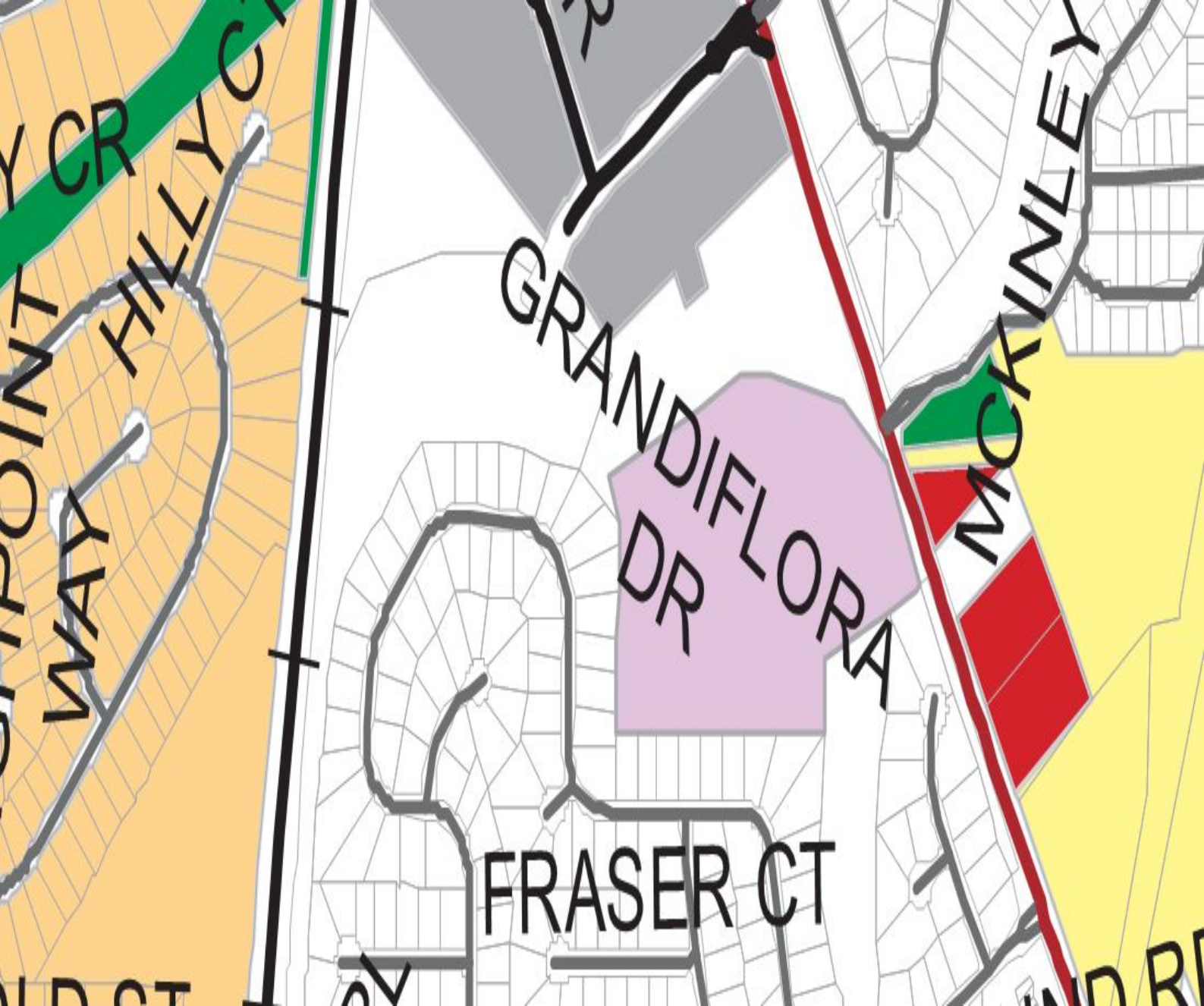
1

MAIN FLOOR PLAN - 3 BEDROOM LAYOUT
4 UNIT BUILDING

LDG
LOGAN DESIGN
GROUP
ARCHITECTS

Frequently Asked...

- Proposed building materials: Brick and Siding
- Unit sizes: 1600 sf
- Number of bedrooms: 2 & 3
- Garages available: Yes, 1 & 2 cars
- Amenities: Two pools, two community centers which will include libraries, a wellness center, walking trail, and on-demand (paid) medical services
- Anticipated price: Low \$300,000s
- When do you anticipate the first units being available for sale/rent?: 2023
- Who will these units be primarily marked to?: 55+ age restricted



POINT CR
WAY HILLY CR
GRANDIFLORA DR
FRASER CT
MCKINLEY
ND RE

Amendment to the Comprehensive Plan Application



THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR APPLYING FOR AN AMENDMENT TO THE STOCKBRIDGE COMPREHENSIVE PLAN.

APPLICATION REVIEW PROCESS. COMPREHENSIVE PLAN AMENDMENT APPLICATIONS ARE FIRST REVIEWED BY THE PLANNING AND ZONING STAFF, WHO MAKE RECOMMENDATIONS TO THE PLANNING COMMISSION. THE PLANNING COMMISSION THEN HOLDS A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS AND MAKES RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL. FINALLY, THE CASE GOES TO THE STOCKBRIDGE MAYOR AND CITY COUNCIL, WHO HOLD A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS. THEY MAKE THE FINAL DECISION ON THE APPLICATION.

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

REQUIRED PRE-APPLICATION MEETING—BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT THE PLANNING AND ZONING DIVISION OFFICE TO SCHEDULE A PRE-APPLICATION MEETING. THIS MEETING MUST BE HELD AT LEAST ONE WEEK BEFORE YOU SUBMIT YOUR APPLICATION.

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

FOR ASSISTANCE, YOU MAY CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, AT (678) 833-3344.

ALL PUBLIC HEARINGS TAKE PLACE IN THE COUNCIL CHAMBER AT THE STOCKBRIDGE CITY HALL AT 4640 NORTH HENRY BOULEVARD IN STOCKBRIDGE, GEORGIA, 30281, UNLESS THEY ARE HELD VIRTUALLY VIA ZOOM.

CITY OF STOCKBRIDGE Planning and Zoning Division
Application Checklist for Requesting an Amendment to the Comprehensive Plan

APPLICANT/AGENT, PLEASE ENSURE THAT YOU HAVE SUBMITTED ALL OF THE REQUIRED ITEMS THAT ARE LISTED BELOW. AFTER YOU SUBMIT YOUR APPLICATION, THE STAFF WILL UTILIZE THE LAST COLUMN TO CHECK OFF EACH REQUIRED ITEM TO DETERMINE THE COMPLETENESS OF YOUR APPLICATION. PLEASE INCLUDE THE CHECKLIST WITH YOUR APPLICATION.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT AN APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK / INTIAL
Pre-Application Review Form (Meeting Notes)	1	To be completed by a Staff planner during a Pre-Application Meeting, at least one week before you submit your application.	/
Application Form	1	Signed and notarized by property owner. Or, in lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents who are parties to this application. The Form must be notarized .	/
Letter of Ownership	1	Letter stating that the owner is aware of the amendment being requested and owns the subject property.	/
Letter of Intent	1	Must clearly state the proposed amendment to the Comprehensive Plan.	/
Site Plans (11 x 17)	20	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, North arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers, and proposed lot layout.	/
Survey Plat-- Sheet size must be Size 8-1/2" x 11" or 11" x 17".	1	Of the subject property. Must be prepared and sealed within the last five years by a professional engineer, landscape architect, or land surveyor who is registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) include a notation as to whether or not any portion of the subject property is within the boundaries of the 100-year floodplain; and 3) include a notation as to the total acreage or square footage of the subject property.	/

City of Stockbridge Planning and Zoning Division
Application for an Amendment to the Comprehensive Plan

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: June 1, 2022

Address of Applicant: 2125 Highway 42 North Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com

Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: June 1, 2022

Address of Agent: 3562 Habersham at Northlake Building J, Suite 100 Cell # 404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc.com

THE PERSONS NAMED ABOVE AFFIRM THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS THAT THE FOLLOWING AMENDMENT TO THE COMPREHENSIVE PLAN BE GRANTED:

FROM: Light Industrial and Low Density Vertical Mixed-Use, and Mixed Use

To: High Density Residential

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

MB (Acknowledgement)

Property Address: 2125 Highway 42 North and Highway 42 Near Technology Parkway

Nearest intersection to the property: Highway 42 N and Summit View Drive

Size of Tract: 42 acre(s). Land Lot Number(s): 31+, 31 District(s): 7
Property Tax Parcel Number(s):
071-01034012, 071-01034014 (Required)

Witness' Signature

Signature of Applicant

Printed Name of Witness

S3 Capital Investments, LLC
Printed Name of Applicant

Notary

Signature of Agent

Notary Seal:



(For Office Use Only)

Total Amount Paid \$ _____ Check # _____ Credit Card # _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

Planning Commission Decision: _____

Mayor/City Council Decision: _____

Planning Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Dmar F. Sawi
Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022



Tessa J. Davis
Notary Public

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



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc

Applicant's Name - Printed

Omar El Sawi

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022.



Tessa Davis

Notary Public

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



Applicant Campaign Disclosure Form

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

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

Yes _____ No ☒

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

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

We certify that the foregoing information is true and correct, this 1st day of March, 2022

Michele Battle

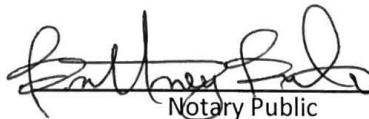
Applicant's Name - Printed

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1st day of March, 2022.


Notary Public



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



CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:

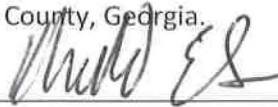
Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North McDonough, Georgia 30253

Telephone: (678) 565-7710

Email: kelsawi@sctbi.com

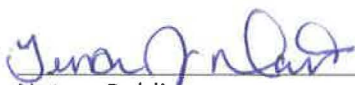
I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: 

Date: 2/22/22

Personally appeared before me,

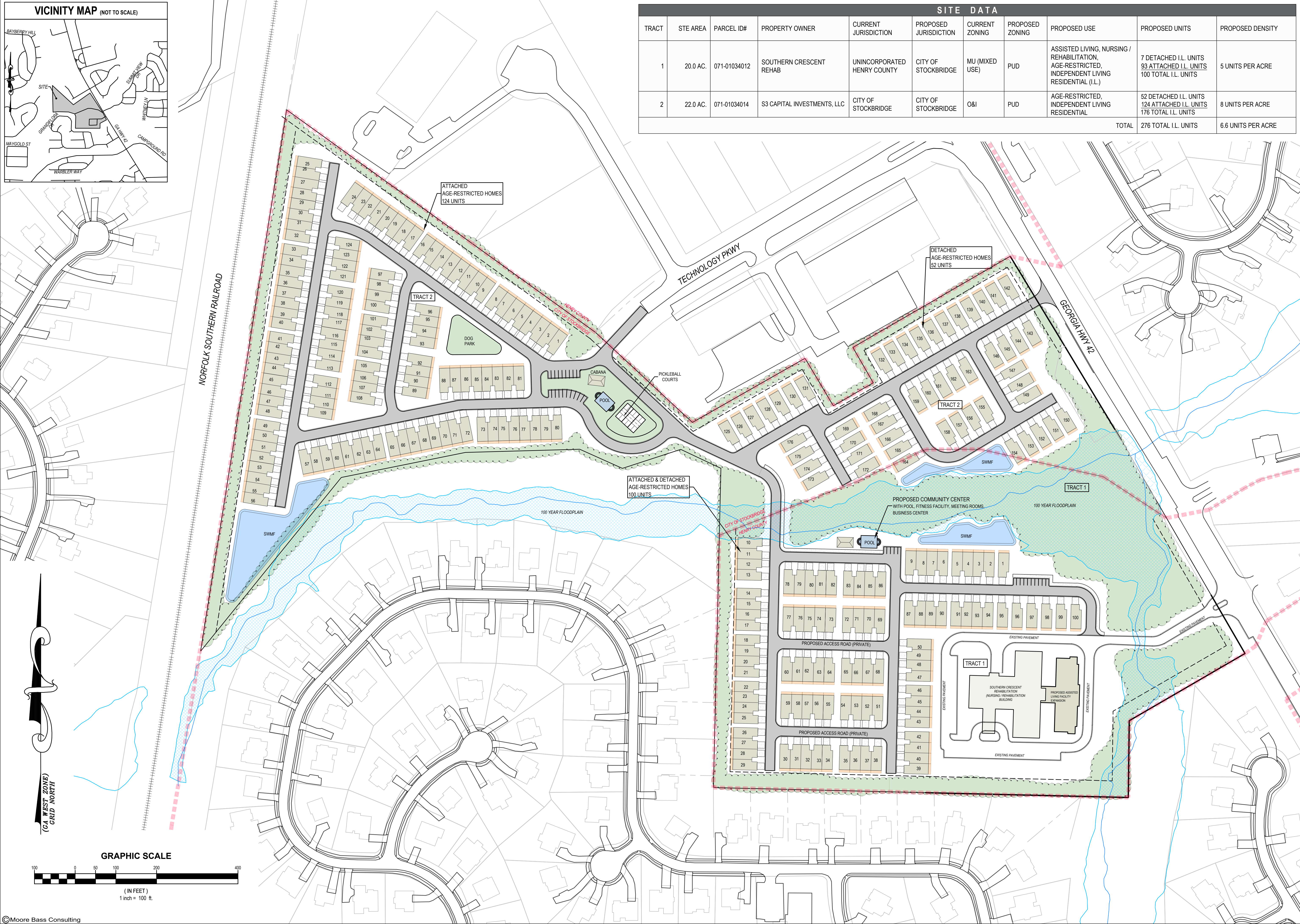
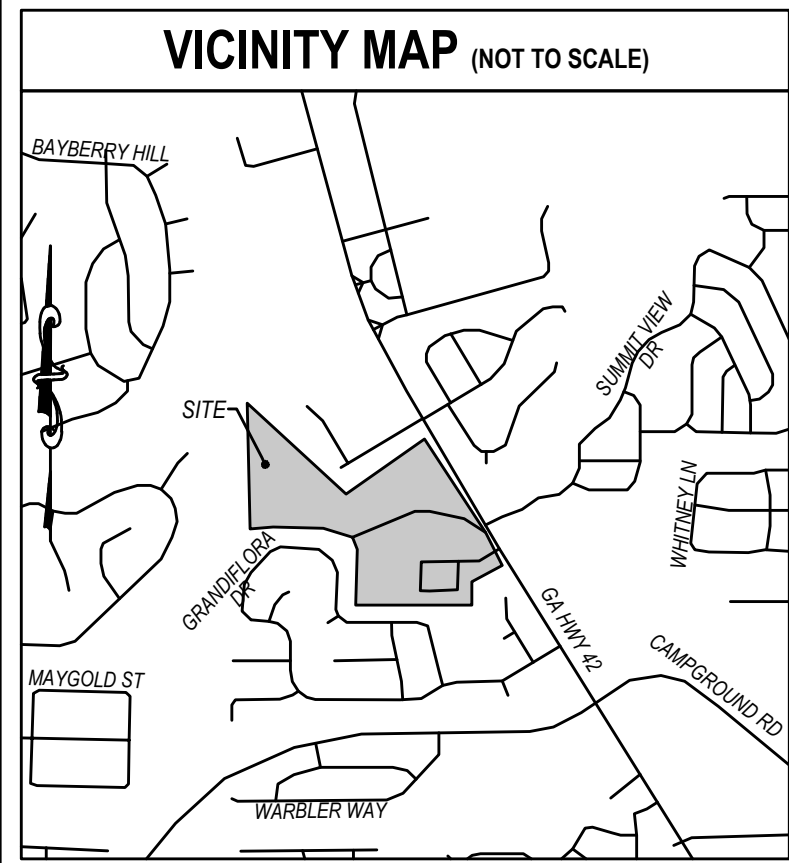
Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

2/20/2022
Date



Print



SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
TOTAL									276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE



Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME
SOUTHERN CRESCENT
INDEPENDENT LIVING

CLIENT NAME
S3 CAPITAL INVESTMENTS, LLC

REVISIONS

A3501.0002-REZ

DATE 12-15-2021

CONTRACT #

DRAWN BY SDM

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
MCDONOUGH, GA 30253
LSP #1172

SEAL

SHEET TITLE
CONCEPTUAL
SITE PLAN

SHEET

1

G:\A3501.0001\Engineering\Planning\A3501.0002-REZ.dwg, SITE-NORTH, smore, Jun 01, 2022, 8:13:12am

RESERVED FOR CLERK OF THE SUPERIOR COURT

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Tim L. Miller GA. RLS # 3150 Date: 4-29-2021

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

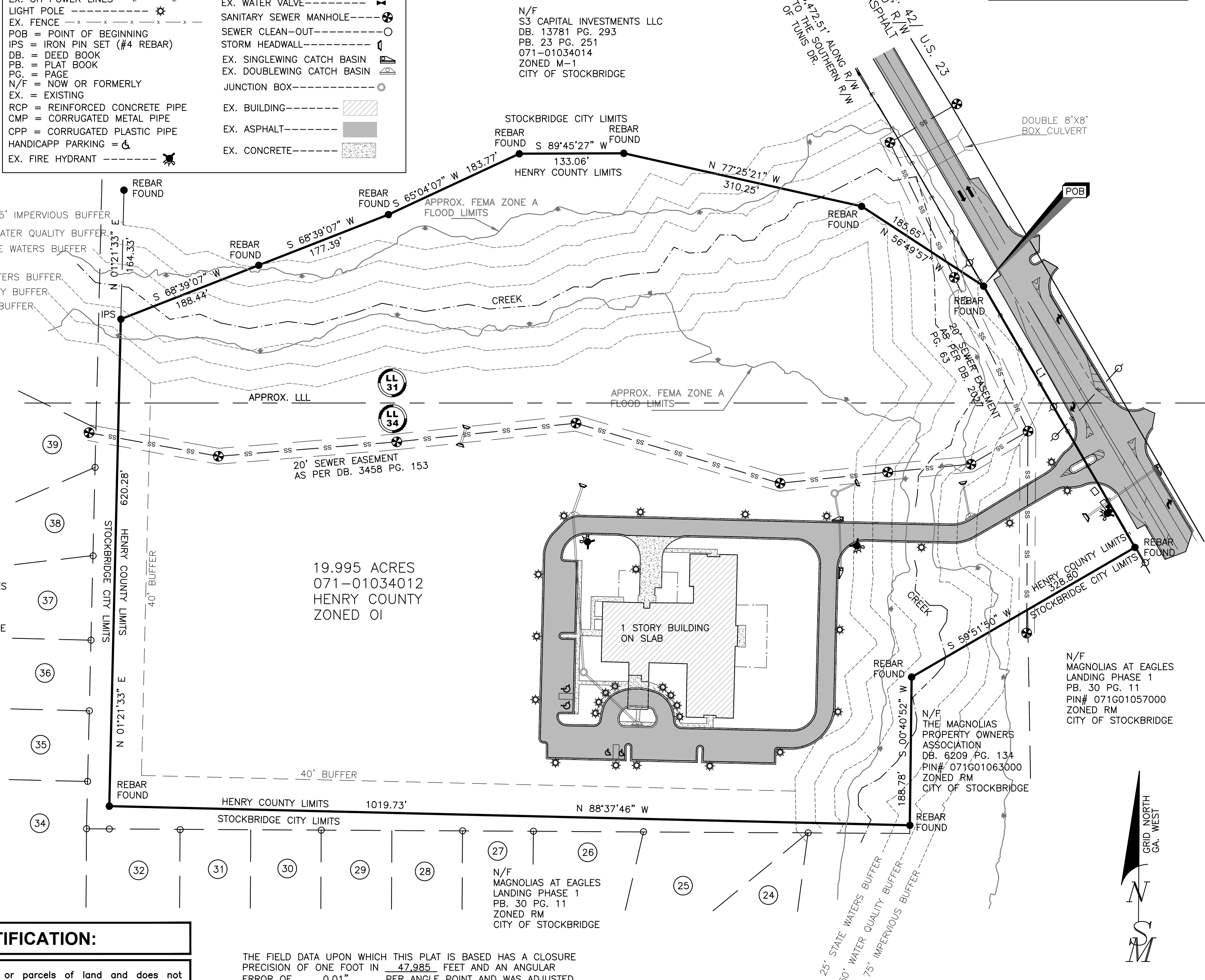
AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK----- 50'
REAR SETBACK----- 20'
SIDE SETBACK:----- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA



GRAPHIC SCALE = FEET

LEGEND	
WOODEN POWER POLE	---
EX. OH POWER LINES	---
LIGHT POLE	---
EX. FENCE	---
POB = POINT OF BEGINNING	
IPS = IRON PIN SET (#4 REBAR)	
DB. = DEED BOOK	
PB. = PLAT BOOK	
PG. = PAGE	
N/F = NOW OR FORMERLY	
EX. = EXISTING	
RCP = REINFORCED CONCRETE PIPE	
CMP = CORRUGATED METAL PIPE	
CPP = CORRUGATED PLASTIC PIPE	
HANDICAPP PARKING	
EX. FIRE HYDRANT	
EX. WATER METER	
EX. WATER VALVE	
SANITARY SEWER MANHOLE	
SEWER CLEAN-OUT	
STORM HEADWALL	
EX. SINGLEWING CATCH BASIN	
EX. DOUBLEWING CATCH BASIN	
JUNCTION BOX	
EX. BUILDING	
EX. ASPHALT	
EX. CONCRETE	

LINE CALL CHART		
LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

SIBLEY-MILLER
SURVEYING & PLANNING INC.
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 04/29/2021

SHEET: 1 OF 1

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299

Filed and Recorded Oct-23-2014 08:51:45AM

DOC#: D2014-023643

Real Estate Transfer Tax Paid \$110.00

0752014007392

BARBARA A. HARRISON

CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

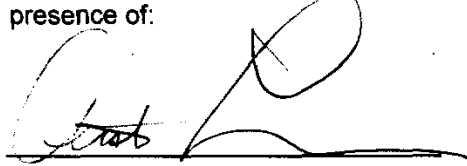
This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

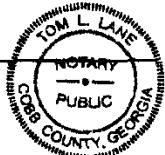
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered in the presence of:

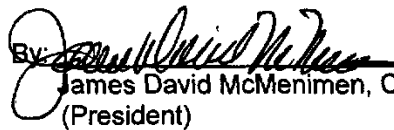

Witness


Notary Public



My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST
CHURCH, INC.

By:  (SEAL)
James David McMenimen, Chairman
(President)

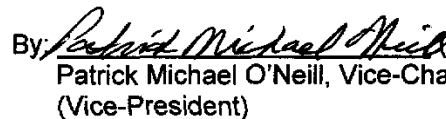
By:  (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:



Battle Law

STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation, Rezoning, and Future Land Use Map Amendment

of

S3 Capital Investments, LLC
c/o Battle Law, P.C.

for

19.995 +/- Acres located at PIN #071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com



I. LETTER OF INTENT

S3 Capital Investments, LLC (the “Applicant”) is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcel 071-01034012. The subject property is currently developed under the unincorporated Henry County Office and Institutional and Mixed-Use zoning districts. The applicant is requesting to be rezoned from OI, LI and MU to PUD a companion Future Land Use Map Amendment request to change the land use designation from Light Industrial, Low-Density Vertical Mixed Use, and Mixed-Use to High Density Residential.

The subject property will be adjacent to the Southern Crescent Rehabilitation Center, which is zoned Mixed Use. S3 Capital Investments’ proposal includes 52 detached housing units and 124 attached units for an age-restricted independent living community. The applicant is requesting the petition of zoning and other applicable zoning actions to obtain approval and acceptance of the annexation of both parcels of land which will include a total of 276 total units, which 100 of the units will be provided as part of the South Crescent tract that is designated for assisted living, nursing and rehabilitation.

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
TOTAL								276 TOTAL I.L. UNITS

The applicant currently has a list of conditions for the proposed development that is being revised for the transition into the City of Stockbridge. This document is currently being drafted and will be submitted as an attachment to this application.

This document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant’s constitutional rights, and an application of the criteria provided in the Steinberg



Battle Law

Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

- A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property** The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

- B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property** The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.

- C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.**



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The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the



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language that will best suit the development regulations and policies of the City of Stockbridge.



III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and



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Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City Council/ Commission to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted. The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property.

This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not



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taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in



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violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal to allow the special land use permit in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

Respectfully submitted,

Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner





Amendment to the Comprehensive Plan Application



THANK YOU FOR YOUR INTEREST IN THE CITY OF STOCKBRIDGE, GEORGIA. THIS PACKET INCLUDES THE NECESSARY DOCUMENTS THAT ARE NEEDED FOR APPLYING FOR AN AMENDMENT TO THE STOCKBRIDGE COMPREHENSIVE PLAN.

APPLICATION REVIEW PROCESS. COMPREHENSIVE PLAN AMENDMENT APPLICATIONS ARE FIRST REVIEWED BY THE PLANNING AND ZONING STAFF, WHO MAKE RECOMMENDATIONS TO THE PLANNING COMMISSION. THE PLANNING COMMISSION THEN HOLDS A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS AND MAKES RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL. FINALLY, THE CASE GOES TO THE STOCKBRIDGE MAYOR AND CITY COUNCIL, WHO HOLD A PUBLIC HEARING DURING ONE OF THEIR REGULARLY-SCHEDULED MEETINGS. THEY MAKE THE FINAL DECISION ON THE APPLICATION.

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

REQUIRED PRE-APPLICATION MEETING—BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT THE PLANNING AND ZONING DIVISION OFFICE TO SCHEDULE A PRE-APPLICATION MEETING. THIS MEETING MUST BE HELD AT LEAST ONE WEEK BEFORE YOU SUBMIT YOUR APPLICATION.

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

FOR ASSISTANCE, YOU MAY CONTACT OUR OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, AT (678) 833-3344.

ALL PUBLIC HEARINGS TAKE PLACE IN THE COUNCIL CHAMBER AT THE STOCKBRIDGE CITY HALL AT 4640 NORTH HENRY BOULEVARD IN STOCKBRIDGE, GEORGIA, 30281, UNLESS THEY ARE HELD VIRTUALLY VIA ZOOM.

CITY OF STOCKBRIDGE Planning and Zoning Division
Application Checklist for Requesting an Amendment to the Comprehensive Plan

APPLICANT/AGENT, PLEASE ENSURE THAT YOU HAVE SUBMITTED ALL OF THE REQUIRED ITEMS THAT ARE LISTED BELOW. AFTER YOU SUBMIT YOUR APPLICATION, THE STAFF WILL UTILIZE THE LAST COLUMN TO CHECK OFF EACH REQUIRED ITEM TO DETERMINE THE COMPLETENESS OF YOUR APPLICATION. PLEASE INCLUDE THE CHECKLIST WITH YOUR APPLICATION.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT AN APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK / INTIAL
Pre-Application Review Form (Meeting Notes)	1	To be completed by a Staff planner during a Pre-Application Meeting, at least one week before you submit your application.	/
Application Form	1	Signed and notarized by property owner. Or, in lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents who are parties to this application. The Form must be notarized .	/
Letter of Ownership	1	Letter stating that the owner is aware of the amendment being requested and owns the subject property.	/
Letter of Intent	1	Must clearly state the proposed amendment to the Comprehensive Plan.	/
Site Plans (11 x 17)	20	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, North arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers, and proposed lot layout.	/
Survey Plat-- Sheet size must be Size 8-1/2" x 11" or 11" x 17".	1	Of the subject property. Must be prepared and sealed within the last five years by a professional engineer, landscape architect, or land surveyor who is registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) include a notation as to whether or not any portion of the subject property is within the boundaries of the 100-year floodplain; and 3) include a notation as to the total acreage or square footage of the subject property.	/

City of Stockbridge Planning and Zoning Division
Application for an Amendment to the Comprehensive Plan

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: June 1, 2022

Address of Applicant: 2125 Highway 42 North Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com

Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: June 1, 2022

Address of Agent: 3562 Habersham at Northlake Building J, Suite 100 Cell # 404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc.com

THE PERSONS NAMED ABOVE AFFIRM THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS THAT THE FOLLOWING AMENDMENT TO THE COMPREHENSIVE PLAN BE GRANTED:

FROM: Light Industrial and Low Density Vertical Mixed-Use, and Mixed Use

To: High Density Mixed Use

Property Address: Grandiflora Drive

Nearest intersection to the property: Highway 42 N and Summit View Drive

Size of Tract: 42 acre(s). Land Lot Number(s): 31+, 31. District(s): 7

Property Tax Parcel Number(s):
071-01034012, 071-01034014 **(Required)**

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

MB (Acknowledgement)

Witness' Signature Signature of Applicant

Printed Name of Witness S3 Capital Investments, LLC
Printed Name of Applicant

Notary Signature of Agent

Notary Seal:

(For Office Use Only)

Total Amount Paid \$ _____ Check # _____ Credit Card # _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

Planning Commission Decision: _____

Mayor/City Council Decision: _____

Planning Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Dmar F. Sawi
Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022



Tessa J. Davis
Notary Public

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



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc

Applicant's Name - Printed

Omar El Sawi

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022.



Tressa J. Davis

Notary Public

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



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

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Yes _____ No ☒

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

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

We certify that the foregoing information is true and correct, this 1st day of March, 2022

Michele Battle

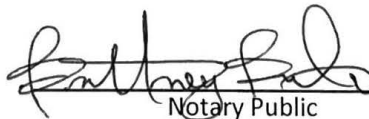
Applicant's Name - Printed

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1st day of March, 2022.


Notary Public



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



CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:

Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North McDonough, Georgia 30253

Telephone: (678) 565-7710

Email: kelsawi@sctbi.com

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature:

Date:

2/22/22

Personally appeared before me,

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

2/20/2022

Date



Print

RESERVED FOR CLERK OF THE SUPERIOR COURT

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Tim L. Miller GA. RLS # 3150 Date: 4-29-2021

SURVEYORS CERTIFICATION:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

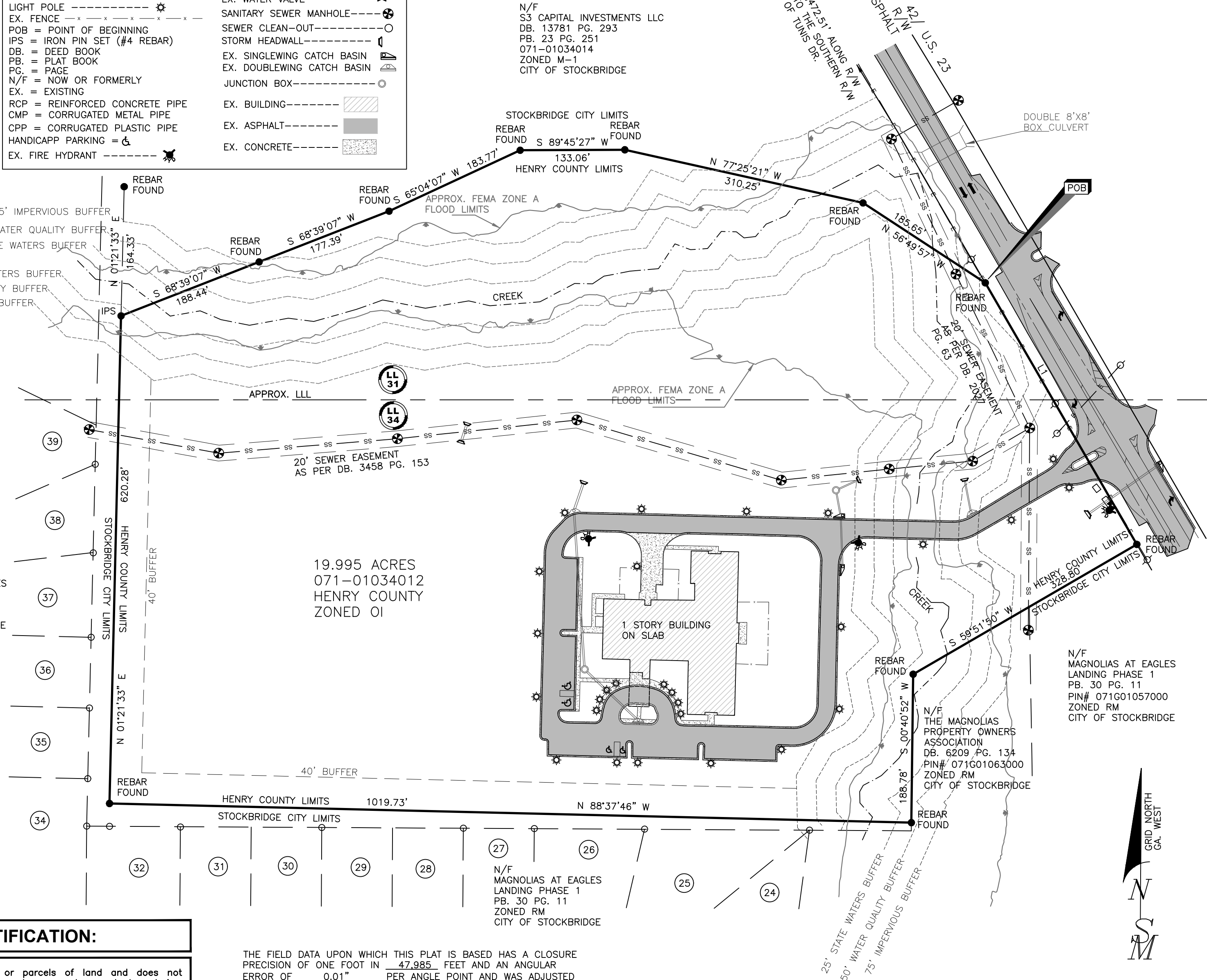
GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK----- 50'
REAR SETBACK----- 20'
SIDE SETBACK:----- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA



LEGEND	
WOODEN POWER POLE	---
EX. OH POWER LINES	---
LIGHT POLE	---
EX. FENCE	---
POB = POINT OF BEGINNING	
IPS = IRON PIN SET (#4 REBAR)	
DB. = DEED BOOK	
PB. = PLAT BOOK	
PG. = PAGE	
N/F = NOW OR FORMERLY	
EX. = EXISTING	
RCP = REINFORCED CONCRETE PIPE	
CMP = CORRUGATED METAL PIPE	
CPP = CORRUGATED PLASTIC PIPE	
HANDICAPP PARKING	
EX. FIRE HYDRANT	
EX. WATER METER	
EX. WATER VALVE	
SANITARY SEWER MANHOLE	
SEWER CLEAN-OUT	
STORM HEADWALL	
EX. SINGLEWING CATCH BASIN	
EX. DOUBLEWING CATCH BASIN	
JUNCTION BOX	
EX. BUILDING	
EX. ASPHALT	
EX. CONCRETE	

LINE CALL CHART		
LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

SIBLEY-MILLER
SURVEYING & PLANNING INC.

*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 04/29/2021

SHEET: 1 OF 1

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid \$110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

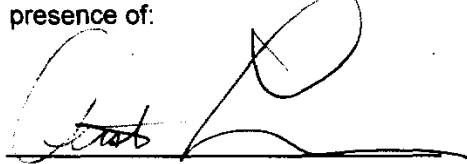
This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

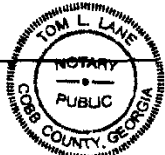
Signed, sealed and delivered in the presence of:



Witness

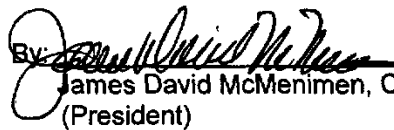


Notary Public



My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST
CHURCH, INC.

By:  (SEAL)
James David McMenimen, Chairman
(President)

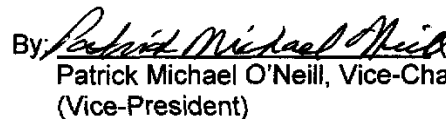
By:  (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:



Battle Law

STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation, Rezoning, and Future Land Use Map Amendment

of

S3 Capital Investments, LLC
c/o Battle Law, P.C.

for

19.995 +/- Acres located at PIN #071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com



I. LETTER OF INTENT

S3 Capital Investments, LLC (the “Applicant”) is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcel 071-01034012. The subject property is currently developed under the unincorporated Henry County Office and Institutional and Mixed-Use zoning districts. The applicant is requesting to be rezoned from OI, LI and MU to PUD a companion Future Land Use Map Amendment request to change the land use designation from Light Industrial to High Density Residential.

The subject property will be adjacent to the Southern Crescent Rehabilitation Center, which is zoned Mixed Use. S3 Capital Investments’ proposal includes 52 detached housing units and 124 attached units for an age-restricted independent living community. The applicant is requesting the petition of zoning and other applicable zoning actions to obtain approval and acceptance of the annexation of both parcels of land which will include a total of 276 total units, which 100 of the units will be provided as part of the South Crescent tract that is designated for assisted living, nursing and rehabilitation.

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
TOTAL								276 TOTAL I.L. UNITS

The applicant currently has a list of conditions for the proposed development that is being revised for the transition into the City of Stockbridge. This document is currently being drafted and will be submitted as an attachment to this application.

This document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant’s constitutional rights, and an application of the criteria provided in the Steinberg



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Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

- A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property** The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

- B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property** The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.

- C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.**



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The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the



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language that will best suit the development regulations and policies of the City of Stockbridge.



III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and



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Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City Council/ Commission to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted. The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property.

This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not



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taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in



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violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal to allow the special land use permit in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

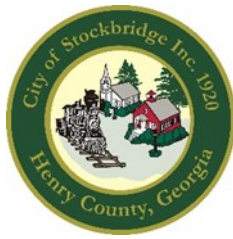
Respectfully submitted,

Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner







City of Stockbridge

AGENDA ITEM

MEETING DATE

October 10, 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 IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM: N/A

ACCOUNT TRANSFER TO: N/A

PRESENTER: Brecca Carter, Director and Ryan Anderson, Chief Planner.

DEPARTMENT: Community Development.

ITEM/PROJECT/EVENT:

Consider a Rezoning request (RZ-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to rezone two parcels to 'PUD' to allow for an independent living/age-restricted residential development. Tract 1 at 2125 Highway 42 North, with 20 +/- acres, needs to first be annexed into the City. It is currently zoned 'Mixed-Use' by Henry County and it contains the Southern Crescent Rehabilitation and Retirement Center, which would remain. Tract 2 at Highway 42 North and Technology Parkway is currently zoned 'OI' and 'LI'. The Planning Commission recommended Approval With Conditions(5) at its 8/25/22 meeting.

BACKGROUND INFORMATION:

Proposed Development—Existing facility plus 276 new independent living, age-restricted, attached and detached residential units on two parcels, with 42.01 +/- acres.

Companion Applications—1) AX-2022-01 to request the Annexation of Tract 1 into the City; and 2) CP-2022-02 to request a Comprehensive Plan Amendment to change the land use designations of both parcels to 'High-Density Residential'. The rezoning would be contingent upon the official recombination of the two parcels since they currently are not zoned the same.

SIGNATURES:

CITY ATTORNEY _____

CITY TREASURER N/A _____

CITY MANAGER _____

FINANCIAL IMPACT: N/A

AMOUNT: N/A

ATTACHMENTS: Yes



TO: Mayor/Council
Planning Commission

FROM: Linda M. Logan, Senior Planner, Planning and Zoning Division

CC: Brecca Carter, Community Development Director
R. Ryan Anderson, Chief Planner

DATE: October 10, 2022

SUBJECT: Rezoning Case #RZ-2022-02 for Two Parcels:
1) Property at 2125 Highway 42 North within unincorporated Henry County; and 2) Property at Highway 42 North and Technology Parkway in the City of Stockbridge.

I. PURPOSE

Consider a Rezoning application (#RZ-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the zoning classifications of two parcels, from 'MU' (Mixed-Use) in unincorporated Henry County and both 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits to 'PUD' (Planned Unit Development), to allow for an independent living / age-restricted residential development. The two parcels would have 42.01 +/- total acres. Their locations and requested zoning changes are described below.

- Parcel #071-01034012 – Represents Tract 1. Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to rezone the property from the Henry County zoning classification of 'MU' (Mixed-Use) to the City of Stockbridge's zoning classification of 'PUD' (Planned Unit Development) if the parcel is annexed into the Stockbridge City Limits via the applicant's companion annexation application, AX-2022-01. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.
- Parcel #071-01034014—Represents Tract 2. Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the property's zoning classification from 'OI' (Office-Institutional) and 'LI' (Light Industrial) to 'PUD' (Planned Unit Development). Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

II. BACKGROUND

Proposed Development	Independent living /age-restricted residential development.
Site Address	2125 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Subject property includes two parcels: 1) Parcel #071-01034012 with 20.00 acres in unincorporated Henry County; and 2) Parcel # 071-01034014 with 22.01 in the City of Stockbridge.
Parcel Acreage	42.01 +/- total acres within two parcels.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	'LI' (Light Industrial) and 'OI' (Office-Institutional)
Surrounding Zoning	'OI' (Office-Institutional); 'MFR' (Multiple Family Residential); 'C-2' (General Commercial)
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	'Light Industrial' and Low-Density Vertical Mixed Use'
Current Use	The Southern Crescent Rehabilitation & Retirement Center is located on Parcel #071-01034012 at 2125 Highway 42 North.
Surrounding Land Uses	• <u>North</u>—Industrial warehouses; a church. • <u>South and West</u>—Magnolias at Eagles Landing Subdivision. • <u>East</u>—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

III. FINDINGS OF FACT

- If the requested companion annexation case (AX-2022-01) is approved, and the applicant wishes to proceed with the proposed development, then the applicant would need to combine both parcels for both the requested rezoning case (RZ-2022-

02) and the requested Comprehensive Plan amendment case (CP-2022-02) to be approved. To facilitate this, a Recombination Plat application would be required, and it could be handled administratively.

- The applicant has also applied for the annexation of Parcel #071-01034012 (Tract 1) in unincorporated Henry County via AX-2022-01, and a Comprehensive Plan amendment via CP-2022-02 for both parcels. If Tract 1 is approved for annexation into the City, then its future land use designation would need to be changed from Henry County's land use designation of 'MIX' (Mixed-Use) to the City's land use designation of 'High-Density Residential'. Tract 2 would need to have its future land use designation changed from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'.
- A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

IV. PROJECT DESCRIPTION

The applicant requests a rezoning of the subject property to allow for an independent living / age-restricted residential development proposal, which would include both parcels. Tract 1 would include the existing Southern Crescent Rehabilitation & Retirement Center, as well as the construction of 100 new independent living units, including 7 detached units and 93 attached units, with a density of 5 units per acre. Tract 2, which is currently vacant, would feature the construction of 176 independent living units, including 52 detached units and 124 attached units, with a density of 8 units per acre. The total development, including both parcels, would contain 276 independent living units, with a density of 6.6 units per acre.

The applicant's submitted Conceptual Site Plan shows that three accesses would be provided into the proposed development. These include the existing driveway at 2125 Highway 42 North, which serves the existing Southern Crescent Rehabilitation & Retirement Center; a new entrance off Highway 42 North, across from Glenmore Lane; and the extension of Technology Parkway. A central street would connect the two tracts, crossing over the existing stream.

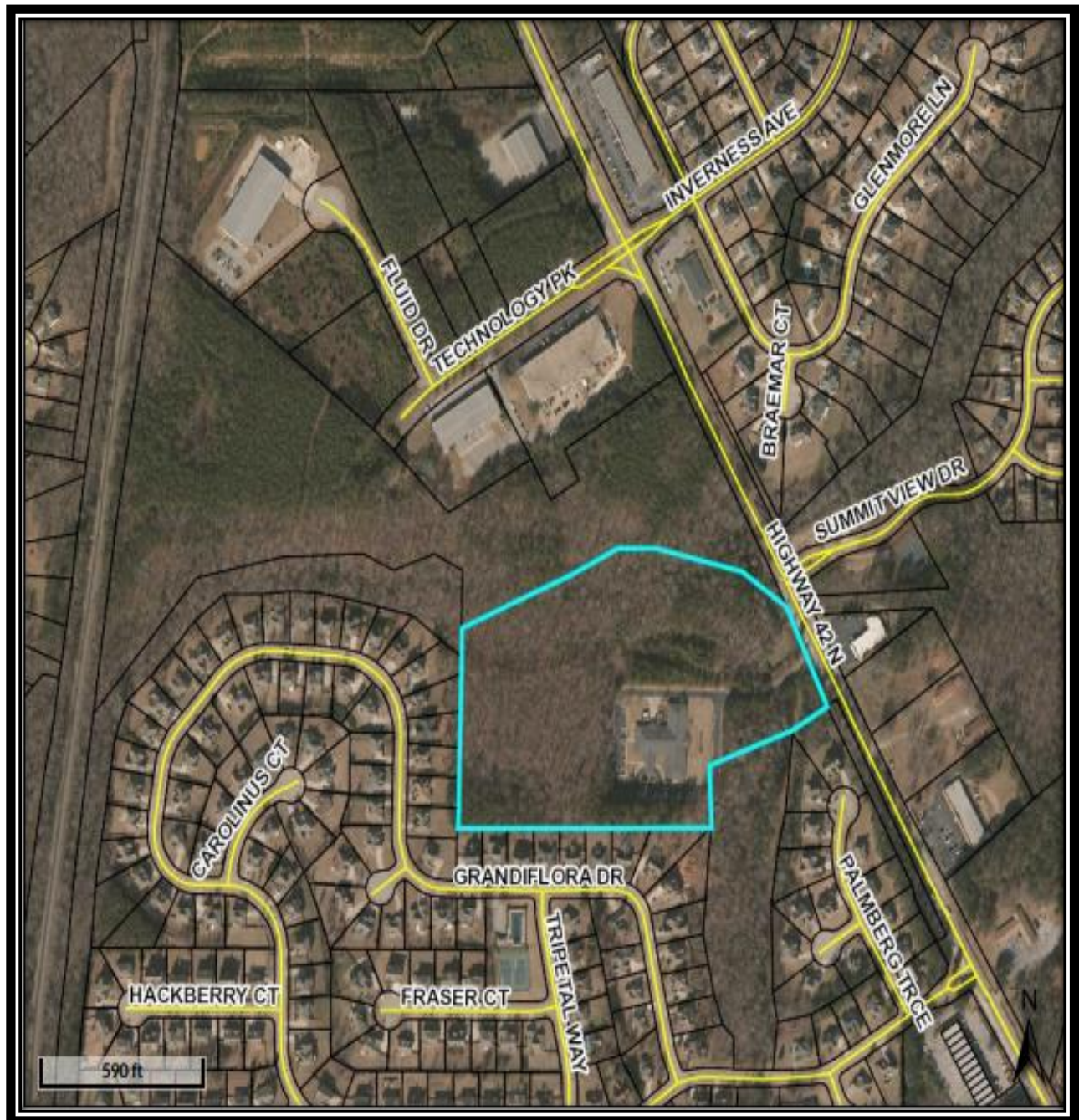
Each tract would have its own set of amenities. The subject property (Tract 1) would contain a clubhouse, a pool, and a cabana, while Tract 2 would contain pickleball courts, a pool, and a cabana. Tract 1 would contain two small detention ponds and Tract 2 would contain a larger detention pond. The submitted rendering suggests that the proposed residential units would have pitched roofs, hardiplank veneers, and single-car garages.

V. MAPS AND ILLUSTRATIONS TO FOLLOW:

- A. Aerial Photograph
- B. Boundary Survey
- C. Henry County Zoning Map
- D. City of Stockbridge Zoning Map
- E. Henry County Land Use Designation Map
- F. Conceptual Site Plan
- G. Rendering

A. AERIAL PHOTOGRAPH

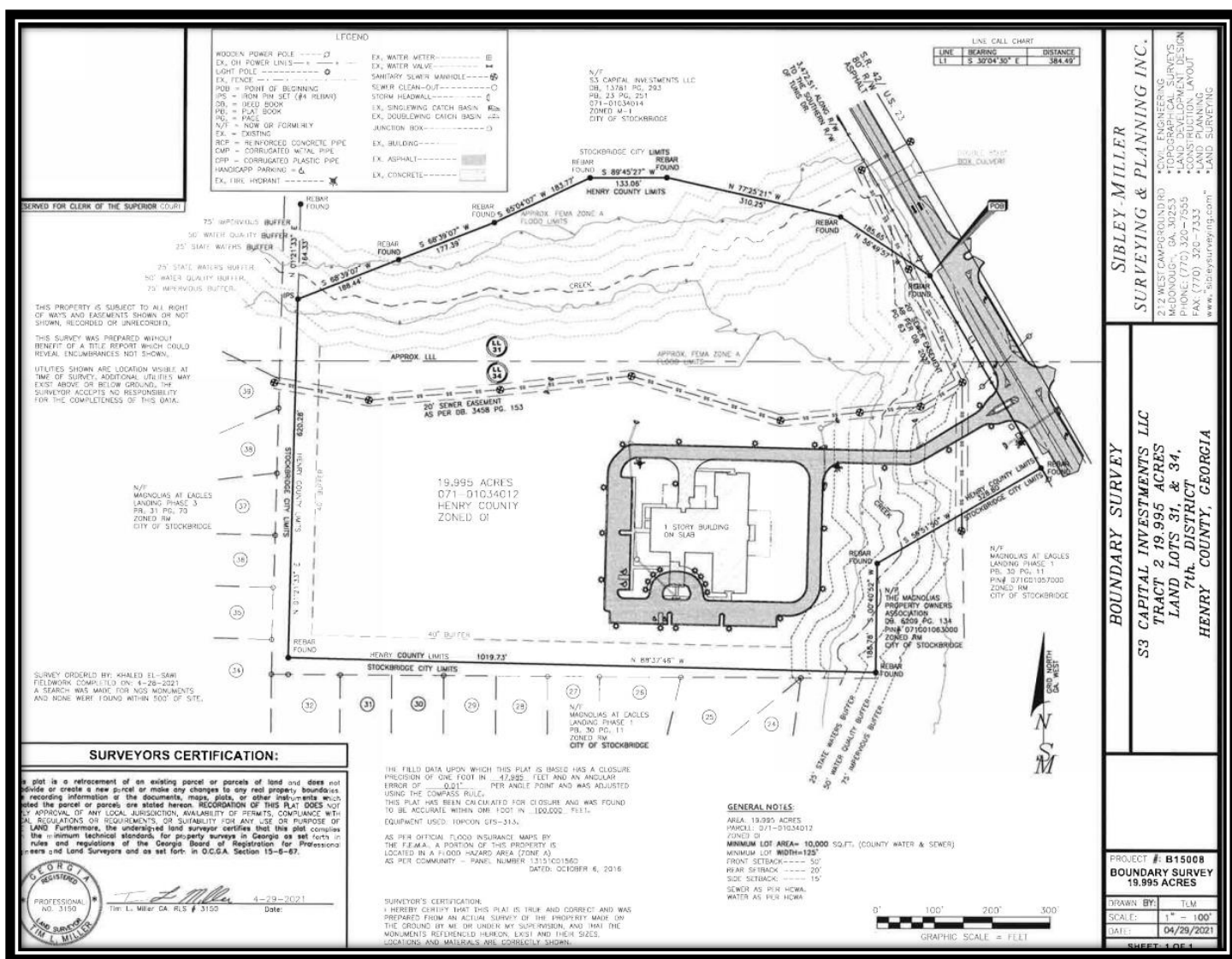
Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"



B. BOUNDARY SURVEY

Subject Property:
2125 Highway 42 North
Parcel #071-01034012
a.k.a. "Tract 1"

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



C. HENRY COUNTY ZONING MAP

From the Henry County Tax Assessors' Office

The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).



D. CITY OF STOCKBRIDGE ZONING MAP

Legend:

Main Road – Highway 42 North

Lavender – LI (Light Industrial)

Light Blue – OI (Office-Institutional)

Gold – MFR (Multiple Family Residential)

Gold area to the west and south -- Magnolias at Eagles Landing Subdivision

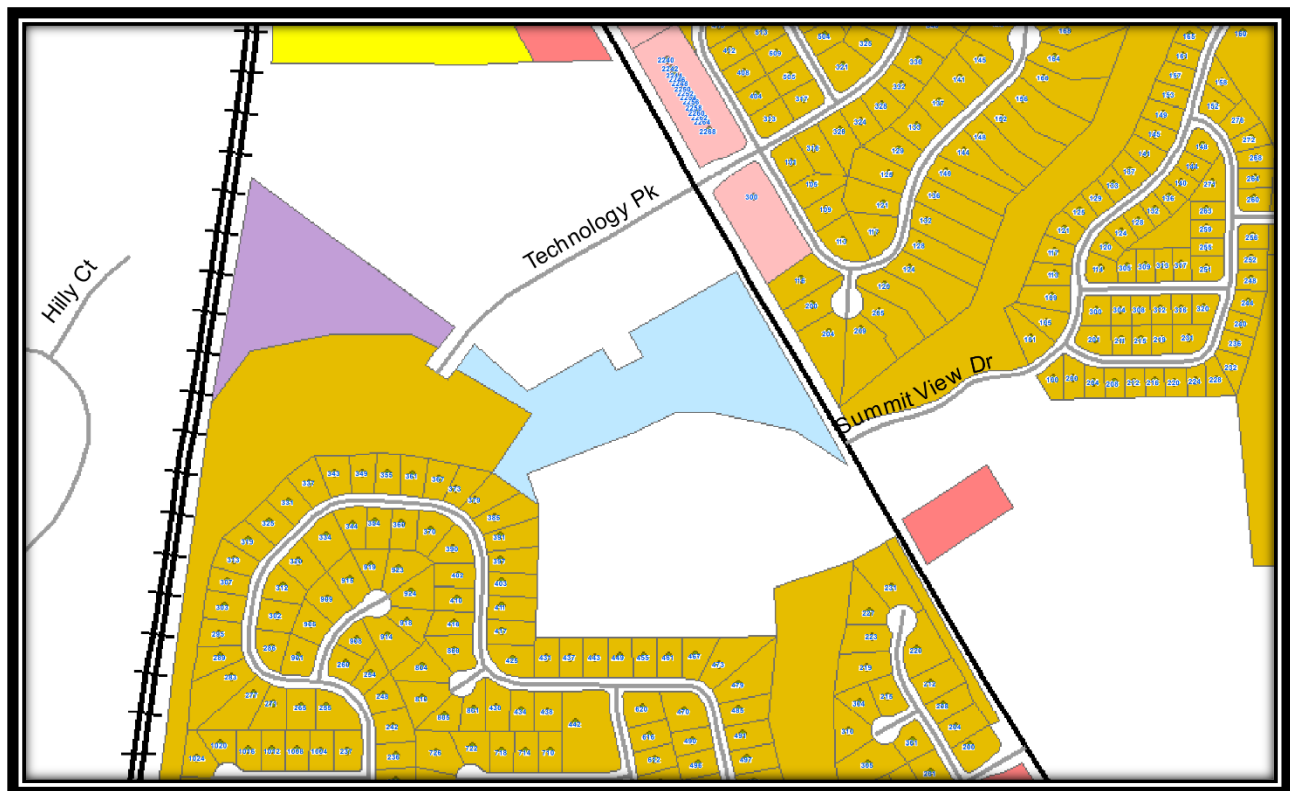
Gold area to the east -- Highlands at Eagles Landing Subdivision &
Summit at Eagles Landing Subdivision

Light Pink – C-1 (Neighborhood Commercial)

Medium Pink – C-2 (General Commercial)

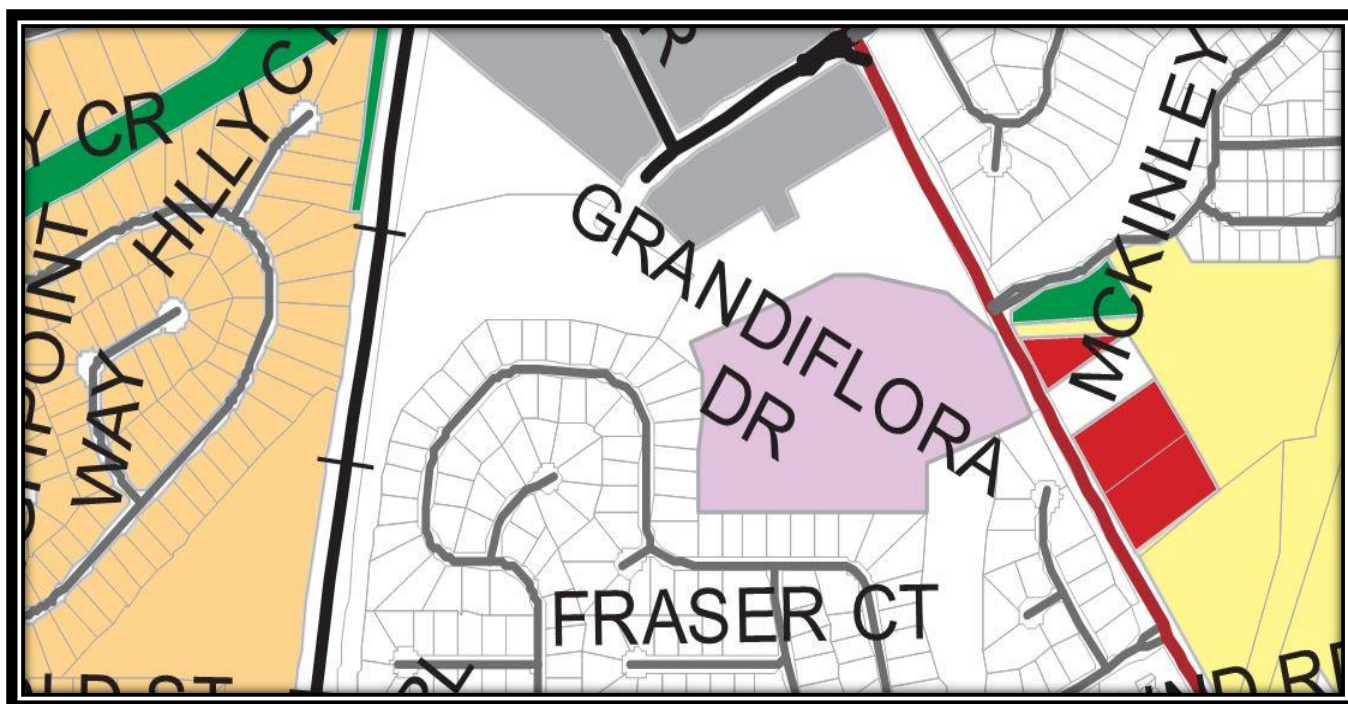
Yellow – SR (Suburban Residential)

White – Located outside of the City



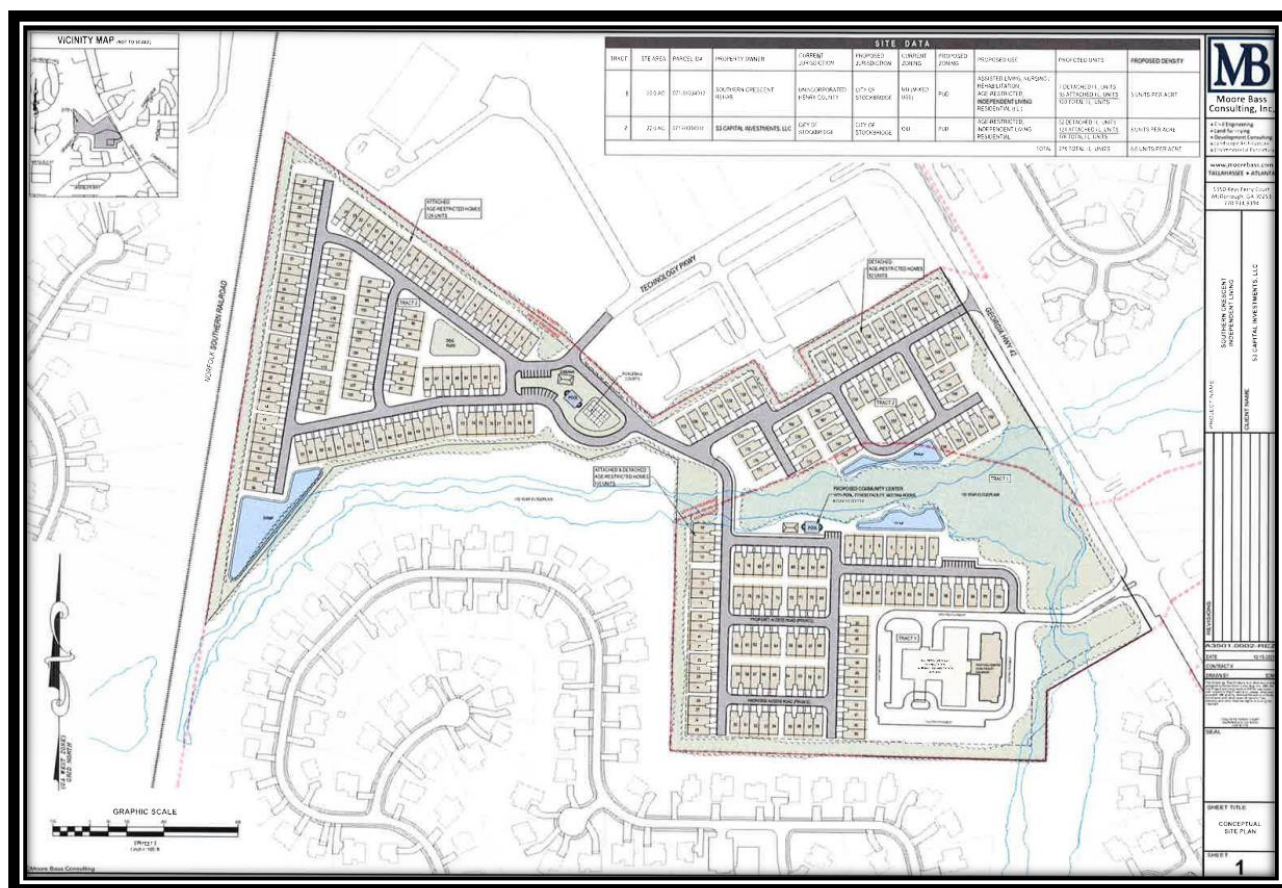
E. HENRY COUNTY LAND USE DESIGNATION MAP (Excerpts)

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



F. CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



G. RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.



V. ANALYSIS OF REQUEST

The applicant requests a **Rezoning** under Section 9.2.1(C) of the City of Stockbridge's Unified Development Code (UDC). The Planning Commission and the City Council shall consider the following nine (9) standards in considering any proposal that would result in a change to the text or map of the UDC, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal.

STANDARD #1--Consistency with the Comprehensive Plan.

The proposed development is not consistent with the Comprehensive Plan's land use designations for the subject property. A Comprehensive Plan amendment is necessary because the current land use designations do not allow the type of development which the applicant is proposing, or they do not allow the proposed residential densities. The applicant therefore has applied for a Comprehensive Plan amendment via CP-2022-02 to change the future land use designations of the two parcels as follows:

- Tract 1--From Henry County's land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential', which would be more appropriate for the applicant's proposed type of development and would indicate the approximate density of the project.
- Tract 2--From the City's land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. The existing 'Light Industrial' land use designation does not allow residential uses, and the existing 'Low-Density Vertical Mixed-Use' land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

STANDARD #2 -- The relation that the proposed rezoning amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of the City of Stockbridge Unified Development Code (UDC).

The rezoning of the subject property to the requested 'PUD' (Planned Unit Development) is necessary because the proposed development would include both attached and detached residential units, as well as the existing Southern Crescent Rehabilitation and Retirement Center. The property is justified for rezoning to PUD, as opposed to MFR (Multiple Family Residential) due to 1) the inclusion of Southern Crescent; and 2) the presence of the Wolfe Creek tributary and its associated floodplain areas, which necessitates some flexibility in site design.

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

Since the proposed development would be primarily composed of residential uses, the requested PUD zoning would be compatible with the MFR zoning districts to the west, south, and east, where the Magnolias at Eagles Landing, the Highlands at Eagles Landing, and the Summit at Eagles Landing Subdivisions are located. PUD zoning would also serve as a good transition from the LI and OI districts to the north. Further, PUD zoning would be comparable to Henry County's MU (Mixed Use) zoning for Tract 1.

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

The subject property has an unusual shape, and it is traversed by a tributary of Wolfe Creek. These may present challenges for the final site design of the property. The applicant's Conceptual Site Plan shows that due to the presence of the creek, the proposed residential units would be separated into northern and southern sections on the site. A bridge would likely need to be constructed over the creek, and the units in the southern section would be constructed away from the floodplain area.

STANDARD #5 --The impact upon adjacent property owners should the request be granted.

The proposed development would be compatible with the adjacent residential uses to the west, south, and east; and it would be a good transition from the warehouse uses and church to the north.

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

A letter from the Henry County Water Authority, dated May 23, 2022, states that water service, sewage treatment, and sewer line treatment are available at the subject property. However, it further states as follows:

Please note that the proposed layout for the project conflicts with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.

The letter further states that the availability of water and sewer service to the site will be re-evaluated at the time when development plans are submitted. Based on this, the developer will need to work closely with the Water Authority to ensure that adequate water and sewer service will be available to serve the proposed development.

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

The Conceptual Site Plan shows that the proposed development would have three

accesses. These include the existing driveway which serves the Southern Crescent Rehabilitation & Retirement Center, the extension of Technology Parkway, and a new access from Highway 42 across from Glenmore Drive. Since Highway 42 North is a State highway, the developer should coordinate both Georgia DOT and Henry County DOT in providing deceleration lanes at all three accesses, as well as the possible installation of a new traffic signal. Pedestrian crosswalks should also be installed.

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

The proposed development qualifies for the requested PUD zoning because it meets the requirement that PUD districts contain at least two types of residential uses.

The proposed development would further the objectives of the Parkway Mixed-Use Overlay district by including a mixture of land uses, representing an attractive gateway into the City (upon the successful annexation of Tract 1 into the City), and representing an innovative type of development.

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

Tract 1 could be developed under its existing Henry County zoning classification of MU (Mixed-Use) since that is similar to the City's PUD district. Tract 2 could also be developed with additional warehouses and office-institutional uses. However, due to the irregular shape of Tract 2, the development of those types of uses may be challenging, and PUD zoning offers greater flexibility in land uses and site design.

SUMMARY OF IMPACTS AND CONCERNS

Code Compliance	The proposed development would comply with the requested PUD district.
Police Department	Police services would be provided by the Stockbridge Police Department.
Fire Marshal	The Fire Marshal has required and approved the location of the new access that is shown on the Conceptual Site Plan.
Henry County Water and Sewer	The developer must meet the requirements that are stated in the Henry County Water Authority's letter, dated May 23, 2022.
Building	Any additional requirements would be identified during the plan review stage. City engineers should look closely at the site design of the creek and floodplain areas.
Traffic	The developer should coordinate with Henry County DOT regarding the installation of the new access, deceleration lanes, and a possible new traffic signal.

STAFF RECOMMENDATION

This Staff Report has demonstrated that the requested Rezoning of the subject property to 'PUD' (Planned Unit Development) via RZ-2022-02 would be necessary and desirable for the subject property to allow for the proposed independent living/age-restricted residential development. The Planning and Zoning Staff therefore recommends the **APPROVAL WITH CONDITIONS** of the requested Rezoning via RZ-2022-02. The recommended conditions are as follows:

1. **Annexation Approval** – The rezoning shall not be approved until the requested annexation of Tract 1 via AX-2022-01 is approved before, or simultaneously with, the approval of RZ-2022-02.
2. **Comprehensive Plan Amendment Approval** – The rezoning shall not be approved until the requested Comprehensive Plan Amendment, via CP-2022-02, to change the land use designations of both parcels to 'High-Density Residential', is approved before, or simultaneously with, the approval of RZ-2022-02.
3. **Recombination Approval** – No permits shall be issued for the proposed development until the two parcels comprising the subject property are officially combined via an administrative recombination plat application. This shall only occur after the applicant has submitted proof to the Community Development Department that an acceptable new plat has been recorded by the Henry County Superior Court / Real Estate Records Division.
4. **Adherence to Conceptual Site Plan** – The developer shall adhere substantially to the submitted Conceptual Site Plan. Any major deviations in the number of residential units, the density, or the overall design shall require City Council approval.
5. **Water and Sewer Availability** – The developer shall comply with the requirements of the Henry County Water Authority in relocating the existing 8-inch sewer line, providing the required easement, and taking any other necessary steps to ensure that adequate water and sewer services are available to serve the proposed development.

Presentation For RZ-2022-02:

Rezoning for the Proposed “Southern
Crescent” Mixed Residential
Development on Two Parcels: 1) 2125
Highway 42 North; and 2) Highway 42
North at Technology Parkway

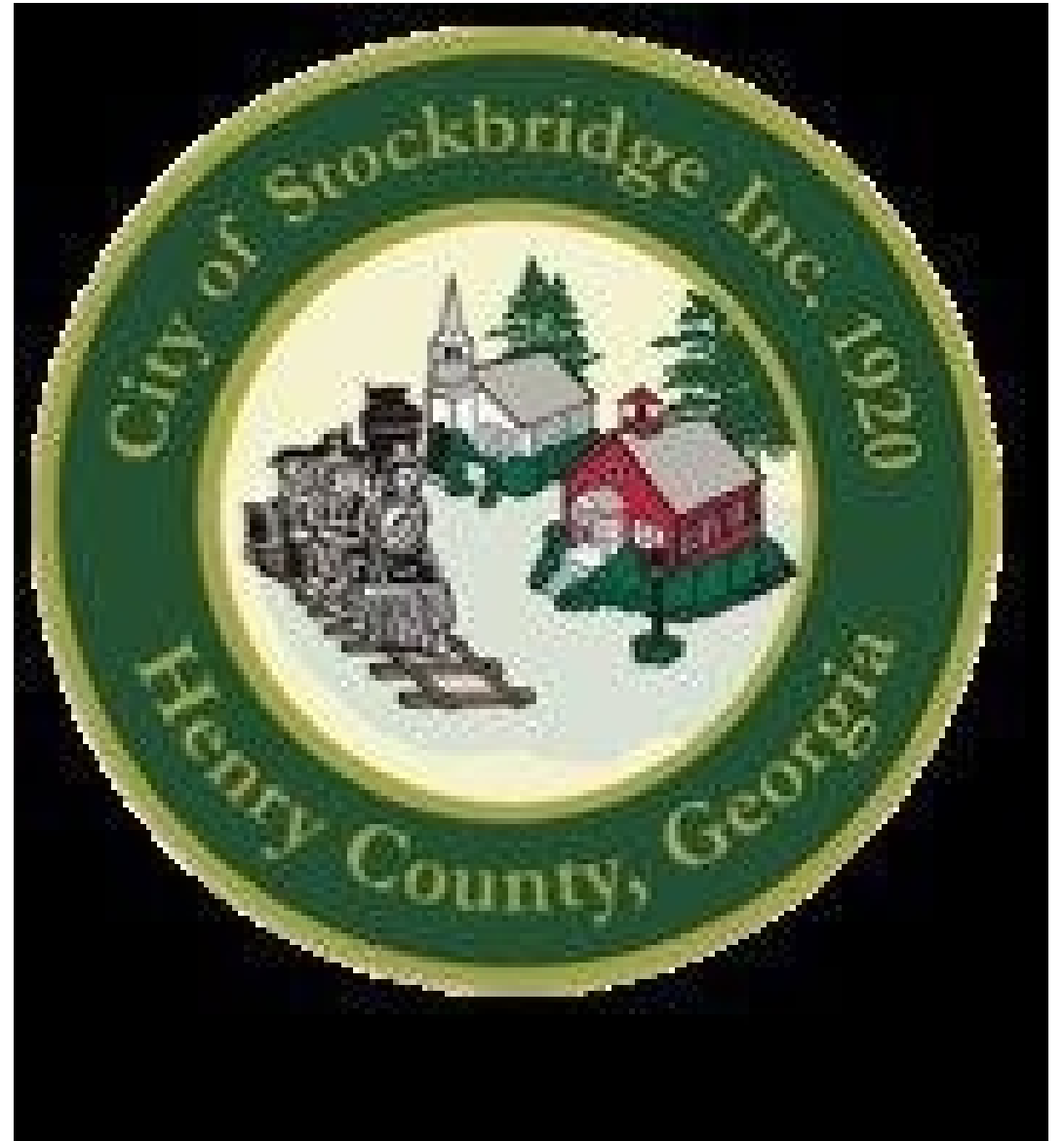
Presented To:

Planning Commission – August 25, 2022

City Council – October 12, 2022

By:

City of Stockbridge Community
Development Department,
Planning and Zoning Division

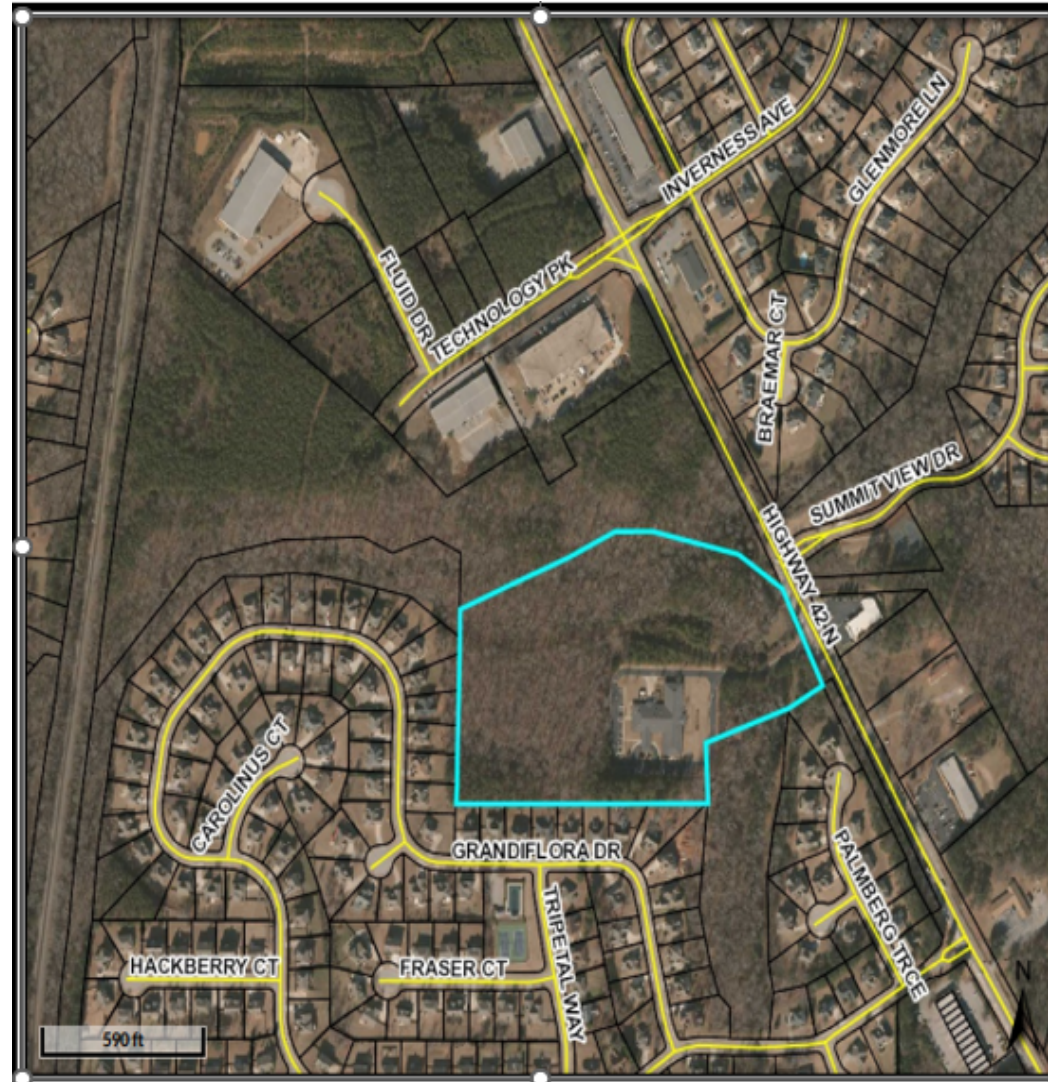


AERIAL PHOTO #1 OF SUBJECT PROPERTY:

TRACT 1—Outside the City; to Be Annexed

Parcel #071-01034012 at 2125 Highway 42 North

With 20.00 +/- Acres



AERIAL PHOTO #2 OF SUBJECT PROPERTY:

**TRACT 2 (Inside the City) at Highway 42 North and
Technology Parkway**

Parcel #071-01034014 with 22.01+/- Acres



PURPOSE

Applicant's Request -- Consider a Rezoning application (#RZ-2022-02) by S3 Capital Investments, LLC, represented by Battle Law, P.C., to change the zoning classifications of two parcels, from 'MU' (Mixed-Use) in unincorporated Henry County and both 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits to 'PUD' (Planned Unit Development), to allow for an independent living / age-restricted residential development. The two parcels would have 42.01 +/- total acres. Their locations and requested zoning changes are described below.

~ **Tract 1 -- Parcel #071-01034012.** Represents Tract 1. Located at 2125 Highway 42 North in unincorporated Henry County, across from Summit View Drive. Applicant proposes to rezone the property from the Henry County zoning classification of 'MU' (Mixed-Use) to the City of Stockbridge's zoning classification of 'PUD' (Planned Unit Development) if the parcel is annexed into the Stockbridge City Limits via the applicant's companion annexation application, AX-2022-01. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

~ **Tract 2 -- Parcel #071-01034014.** Represents Tract 2. Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the property's zoning classification from 'OI' (Office-Institutional) and 'LI' (Light Industrial) to 'PUD' (Planned Unit Development). Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

BACKGROUND INFORMATION

CATEGORY	FINDINGS
Proposed Development	Independent living / age-restricted residential development.
Site Address	1225 Highway 42 North, across from Summit View Drive; and Highway 42 North at Technology Parkway.
Parcel Identification	Includes two parcels: 1) Parcel #071-01034012 with 20.00 acres in unincorporated Henry County; and 2) Parcel #071-01034014 with 22.01 acres in the City of Stockbridge.
Parcel Acreage	42.01 +/- total acres within two parcels.
Applicant	S3 Capital Investments, LLC.
Owner	Southern Crescent Rehabilitation & Retirement Community, Inc.
Current County Zoning	'MU' (Mixed-Use).
Current City Zoning	'LI' (Light Industrial) and 'OI' (Office-Institutional)
County Land Use Designation	'MIX' (Mixed-Use).
City Land Use Designation	'Light Industrial' and Low-Density Vertical Mixed Use'
Current Use	The Southern Crescent Rehabilitation & Retirement Center is located on Parcel #071-01034012 at 2125 Highway 42 North.
Surrounding Land Uses	~ <u>North</u>—Industrial warehouses; church. ~ <u>South and West</u>—Magnolias at Eagles Landing Subdivision. ~ <u>East</u>—Industrial warehouse; Highlands at Eagles Landing Subdivision; Summit at Eagles Landing Subdivision; a Thai restaurant.

ADDITIONAL FINDINGS OF FACT

- 1. Recombination of Parcels Needed --** If the proposed Annexation (AX-2022-01) approved, and the applicant wishes to proceed with the proposed development, then the applicant would need to combine both parcels for both the requested Comprehensive Plan Amendment (CP-2022-02) and the requested rezoning (RZ-2022-02) to be approved. To facilitate this, a Recombination Plat application would be required, and it could be handled administratively.
- 2. Companion Applications --** The applicant has also applied for the annexation of Parcel #071-01034012 (Tract 1) in unincorporated Henry County via AX-2022-01, and a Comprehensive Plan amendment via CP-2022-02 for both parcels. If Tract 1 is approved for annexation into the City, then its future land use designation would need to be changed from Henry County's land use designation of 'MIX' (Mixed-Use) to the City's land use designation of 'High-Density Residential'. Tract 2 would need to have its future land use designation changed from 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'.
- 3. Presence of Stream --** A small stream borders the subject property to the north. It appears to be a tributary of Wolfe Creek.

ENLARGED BOUNDARY SURVEY OF TRACT 1

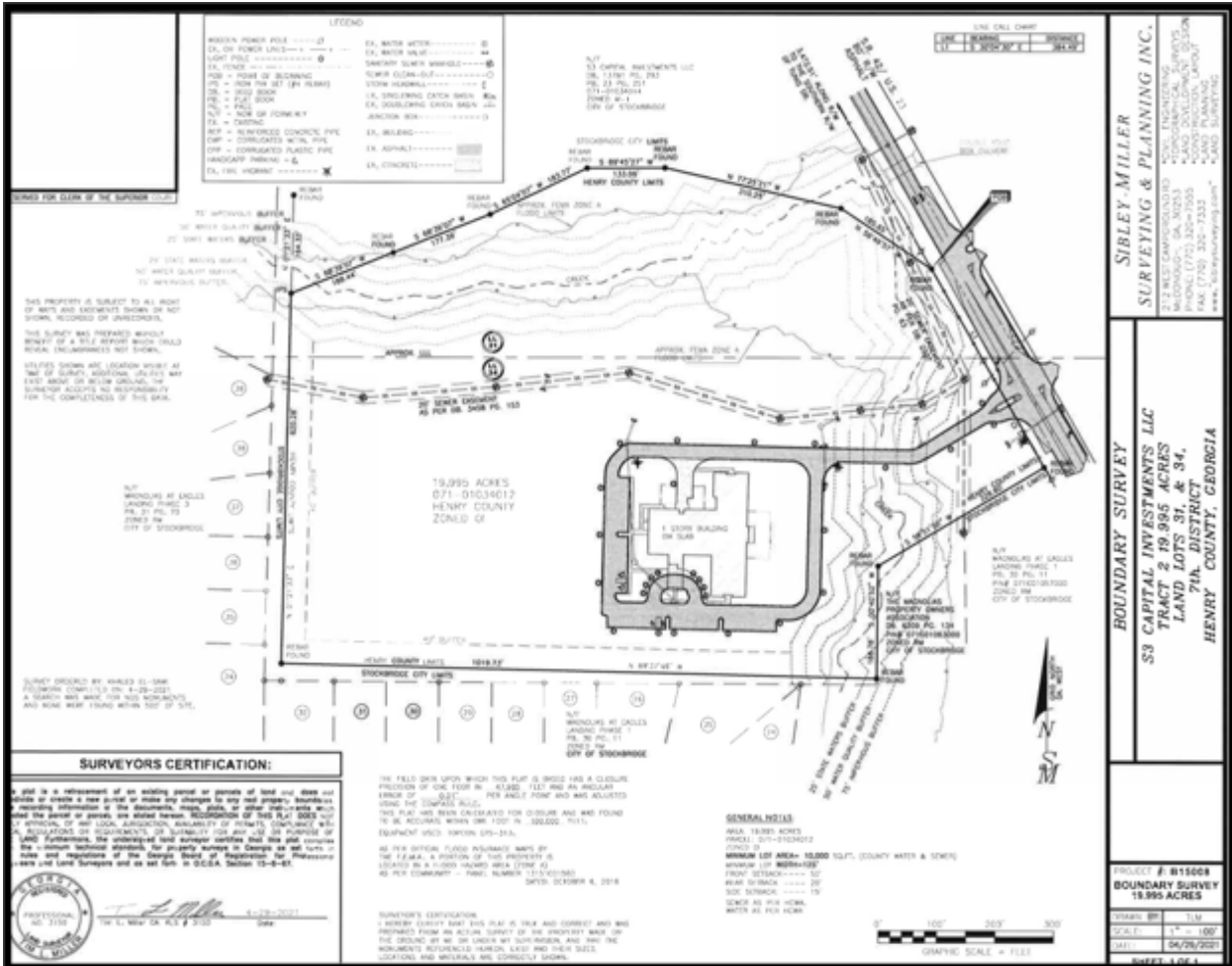
Subject Property:

2125 Highway 42 North

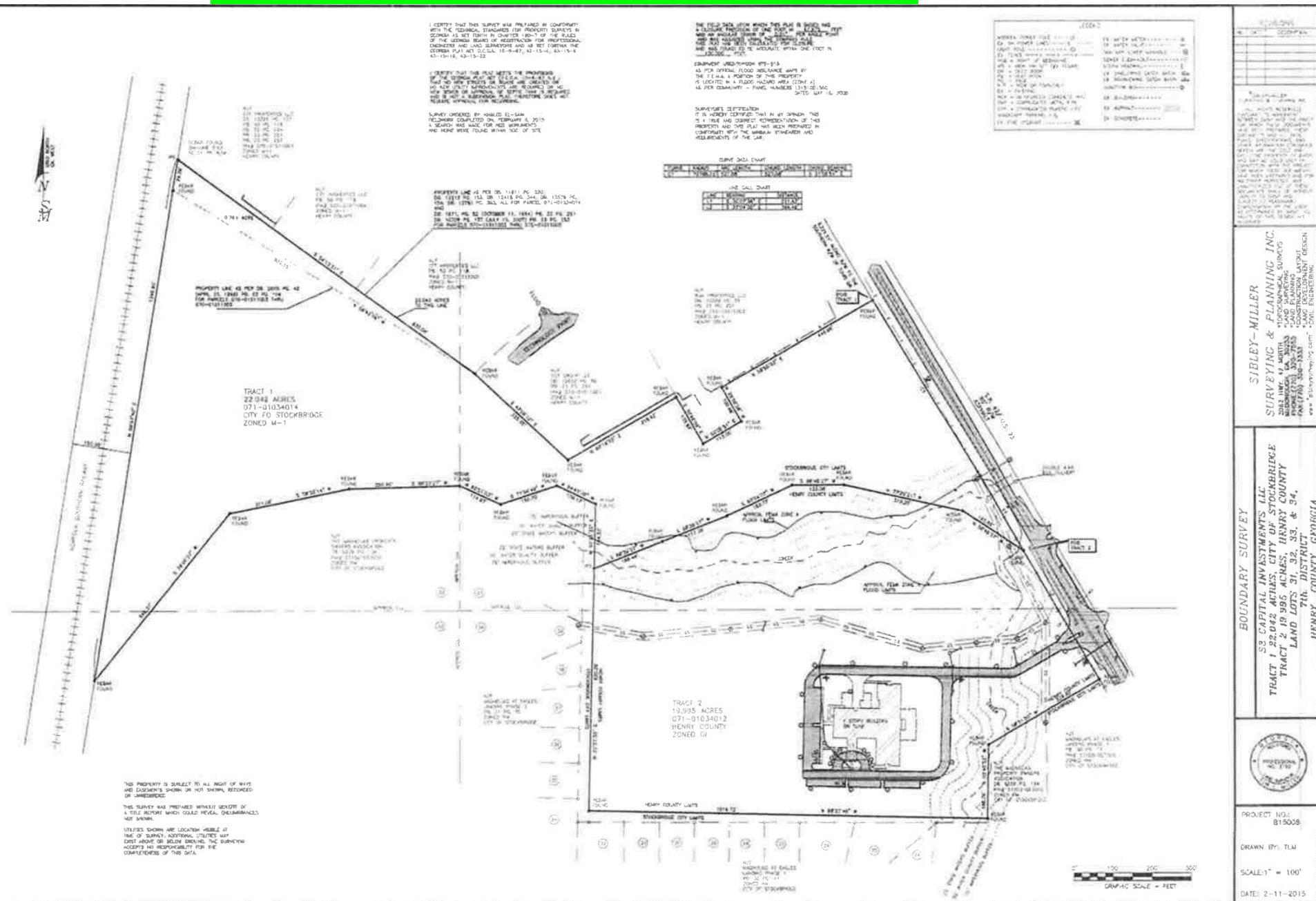
Parcel #071-01034012

a.k.a. “Tract 1”

The Boundary Survey shows the presence of the existing Southern Crescent Rehabilitation & Retirement Center.



BOUNDARY SURVEY OF BOTH PARCELS



HENRY COUNTY ZONING MAP

The subject property (a.k.a. "Tract 1") is shown in the buff color on the map. It is zoned 'MU' (Mixed Use).



CITY OF STOCKBRIDGE ZONING MAP

LEGEND:

Main Road – Highway 42 North

Lavender – LI (Light Industrial)

Light Blue – OI (Office-Institutional)

Gold – MFR (Multiple Family Residential)

Light Pink – C-1 (Neighborhood Commercial)

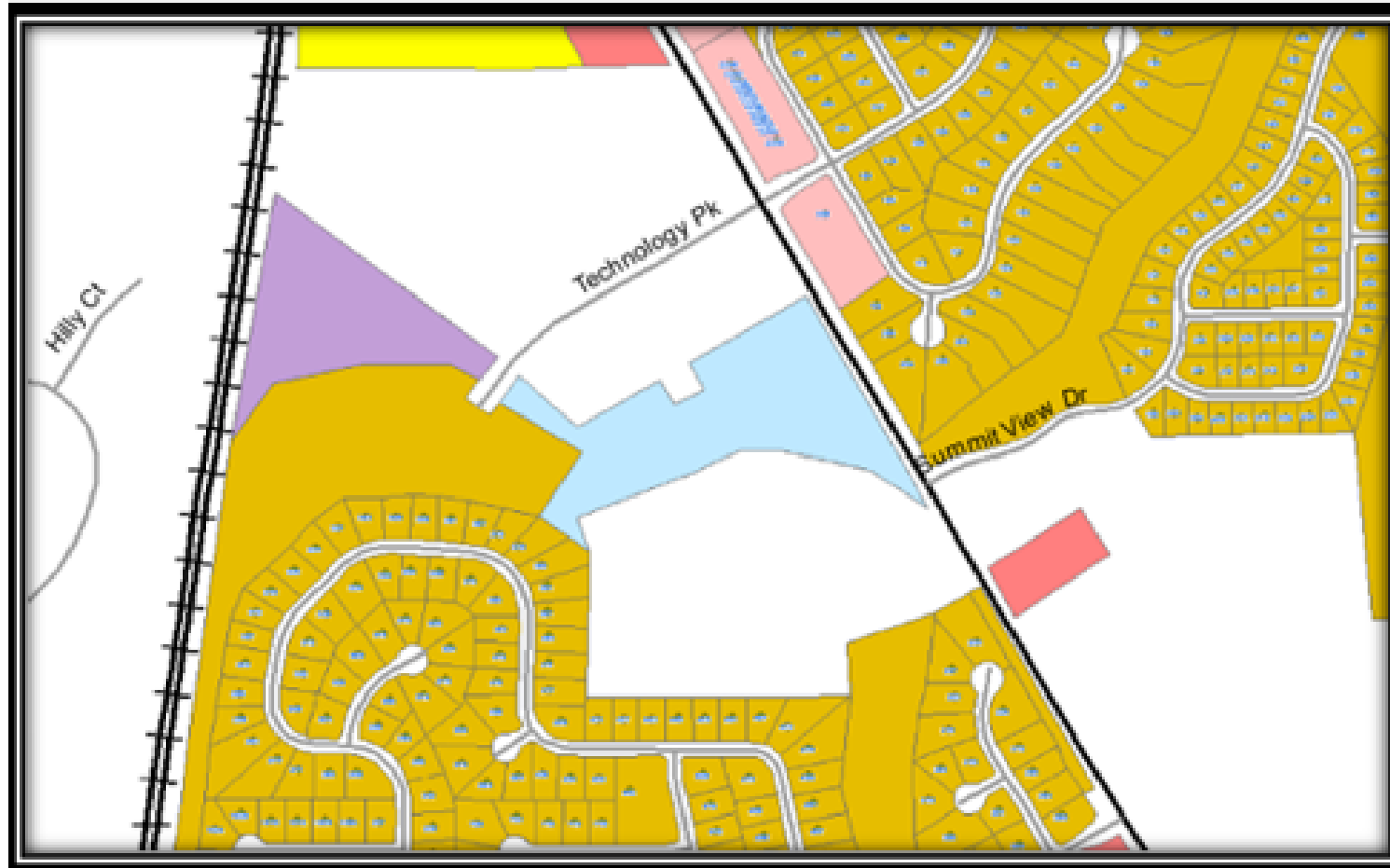
Medium Pink – C-2 (General Commercial)

Yellow – SR (Suburban Residential)

White – Located outside of the City

Gold area to the west and south -- Magnolias at Eagles Landing Subdivision

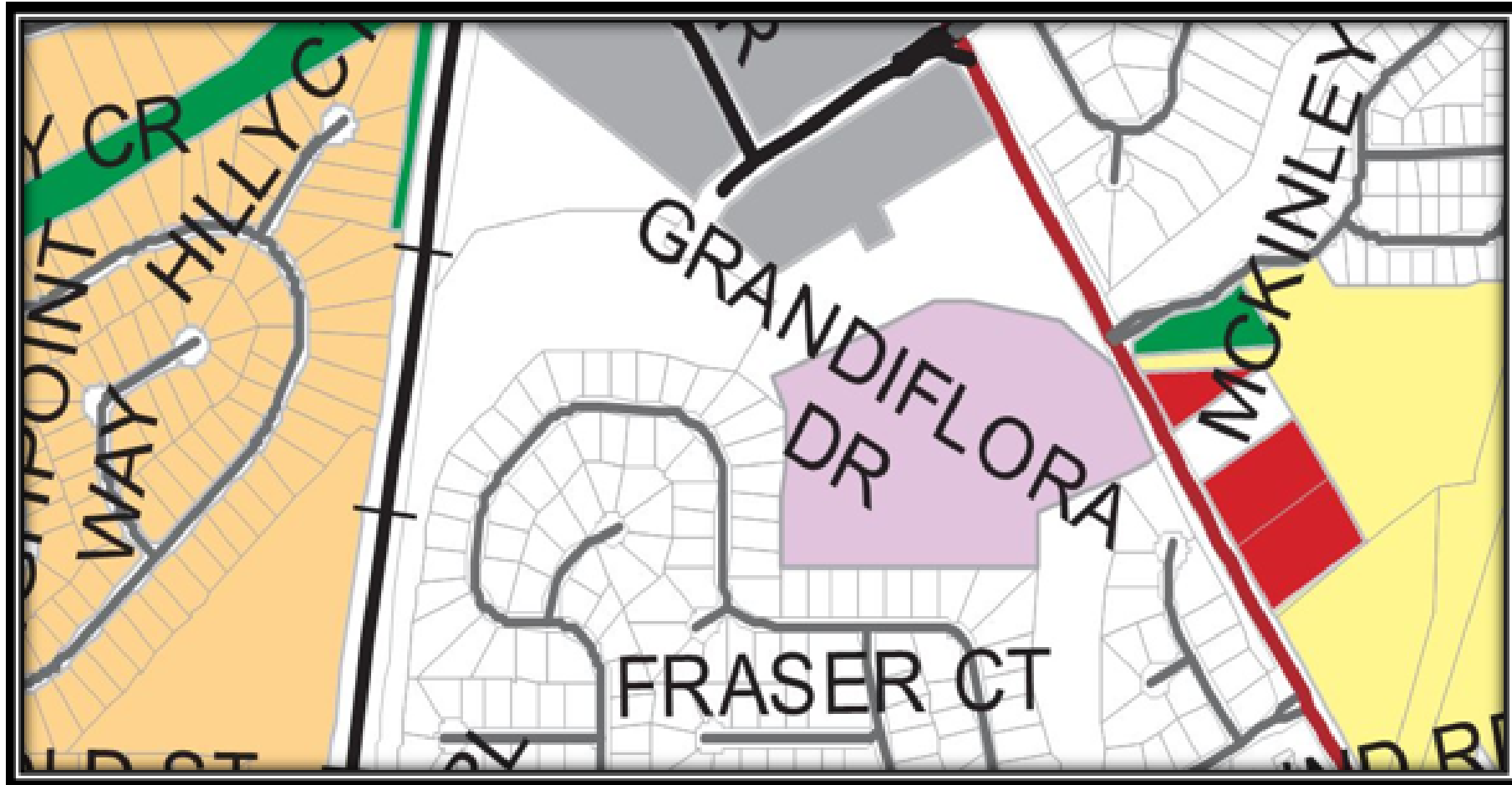
Gold area to the east -- Highlands at Eagles Landing Subdivision &
Summit at Eagles Landing Subdivision



HENRY COUNTY LAND USE DESIGNATION MAP

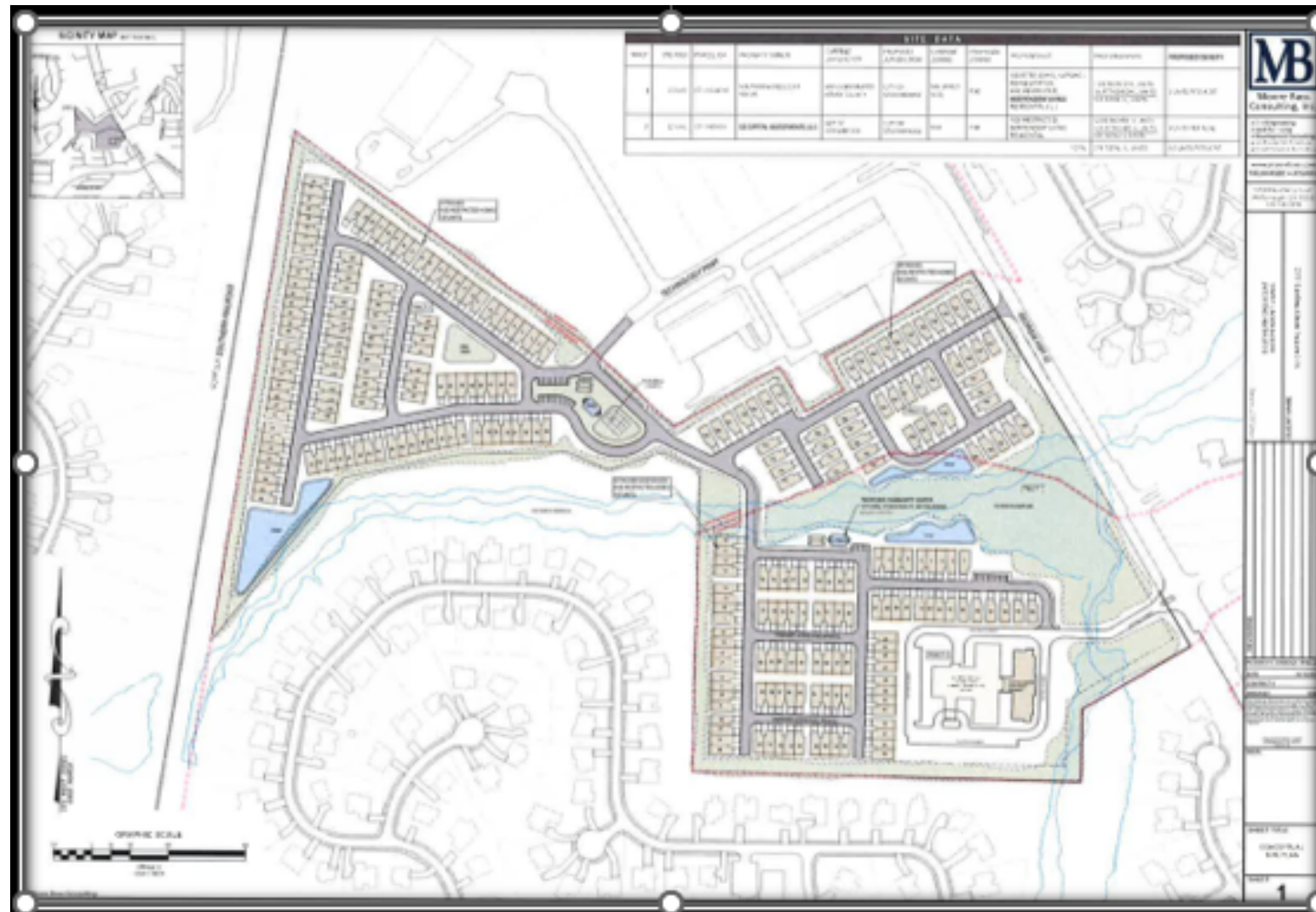
From the Henry County Comprehensive Plan

The subject property (a.k.a. "Tract 1") is shown in the lavender color on the map below. It has a future land use designation of 'MIX' (Mixed Use). The other colors on the map show properties which are also located within unincorporated Henry County.



CONCEPTUAL SITE PLAN

The Conceptual Site Plan shows three proposed accesses into the site, a central street connecting the two tracts and crossing over a stream, amenities for each tract, and three detention ponds.



RENDERING

This rendering suggests the provision of pitched roofs, mostly hardiplank siding, and single-car garages.



ANALYSIS OF REQUEST -- PAGE ONE

1. Consistency with the Comprehensive Plan. The proposed development is not consistent with the Comprehensive Plan's land use designations for the subject property. A Comprehensive Plan amendment is necessary because the current land use designations do not allow the type of development which the applicant is proposing, or they do not allow the proposed residential densities. The applicant therefore has applied for a Comprehensive Plan amendment via CP-2022-02 to change the future land use designations of the two parcels as follows:

- ~ Tract 1--**From Henry County's land use designation of 'Mixed-Use' to the City of Stockbridge's land use designation of 'High-Density Residential', which would be more appropriate for the applicant's proposed type of development and would indicate the approximate density of the project.
- ~ Tract 2—**From the City's land use designations of 'Light Industrial' and 'Low-Density Vertical Mixed-Use' to 'High-Density Residential'. The existing 'Light Industrial' land use designation does not allow residential uses, and the existing 'Low-Density Vertical Mixed-Use' land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

ANALYSIS OF REQUEST -- PAGE TWO

- 2. Rationale for the Rezoning --** The rezoning of the subject property to the requested 'PUD' (Planned Unit Development) is necessary because the proposed development would include both attached and detached residential units, as well as the existing Southern Crescent Rehabilitation and Retirement Center. The property is justified for rezoning to PUD, as opposed to MFR (Multiple Family Residential) due to: 1) the inclusion of Southern Crescent; and 2) the presence of the Wolfe Creek tributary and its associated floodplain areas, which necessitates some flexibility in site design.
- 3. Potential Positive Effects --** Since the proposed development would be primarily composed of residential uses, the requested PUD zoning would be compatible with the MFR zoning districts to the west, south, and east, where the Magnolias at Eagles Landing, the Highlands at Eagles Landing, and the Summit at Eagles Landing Subdivisions are located. PUD zoning would also serve as a good transition from the LI and OI districts to the north. Further, PUD zoning would be comparable to Henry County's MU (Mixed Use) zoning for Tract 1.
- 4. Site Suitability --** The subject property has an unusual shape, and it is traversed by a tributary of Wolfe Creek. These may present challenges for the final site design of the property. The applicant's Conceptual Site Plan shows that due to the presence of the creek, the proposed residential units would be separated into northern and southern sections on the site. A bridge would likely need to be constructed over the creek, and the units in the southern section would be constructed away from the floodplain area.

ANALYSIS OF REQUEST – PAGE THREE

- 5. Impact upon Adjacent Property Owners.** The proposed development would be compatible with the adjacent residential uses to the west, south, and east; and it would be a good transition from the warehouse uses and church to the north.
- 6. Impact on the Water and Sewage System.** A letter from the Henry County Water Authority, dated May 23, 2022, states that water service, sewage treatment, and sewer line treatment are available at the subject property, but that the proposed project layout conflicts with an existing 8-inch sewer line. Thus, the sewer will have to be relocated at the developer's expense, and an easement will be required to access the sewer line from Highway 42 North. The availability of water and sewer service to the site will be re-evaluated at the time when development plans are submitted. Therefore, the developer will need to work closely with the Water Authority to ensure that adequate water and sewer service will be available.
- 7. Traffic and Transportation Impacts.** The Conceptual Site Plan shows that the proposed development would have three accesses. These include the existing driveway which serves serves the Southern Crescent Rehabilitation & Retirement Center, the extension of Technology Parkway, and a new access from Highway 42 across from Glenmore Drive. Since Highway 42 North is a State highway, the developer should coordinate both Georgia DOT and Henry County DOT in providing deceleration lanes at all three accesses, as well as the possible installation of a new traffic signal. Pedestrian crosswalks should also be installed.

ANALYSIS OF REQUEST – PAGE FOUR

- 8. Zoning District Compatibility.** The proposed development qualifies for the requested PUD zoning because it meets the requirement that PUD districts contain at least two types of residential uses. The proposed development would also further the objectives of the Parkway Mixed-Use Overlay district by including a mixture of land uses, representing an attractive gateway into the City (upon the successful annexation of Tract 1 into the City), and representing an innovative type of development.
- 9. Site Developability Under Present Zoning.** Tract 1 could be developed under its existing Henry County zoning classification of MU (Mixed-Use) since that is similar to the City's PUD district. Tract 2 could also be developed with additional warehouses and office-institutional uses. However, due to the irregular shape of Tract 2, the development of those types of uses may be challenging, and PUD zoning offers greater flexibility in land uses and site design.
- 10. Environmental Impacts –** The developer would need to coordinate with City engineers and other environmental officials regarding a bridge crossing over the existing stream, as well as the protection of sensitive floodplain areas.

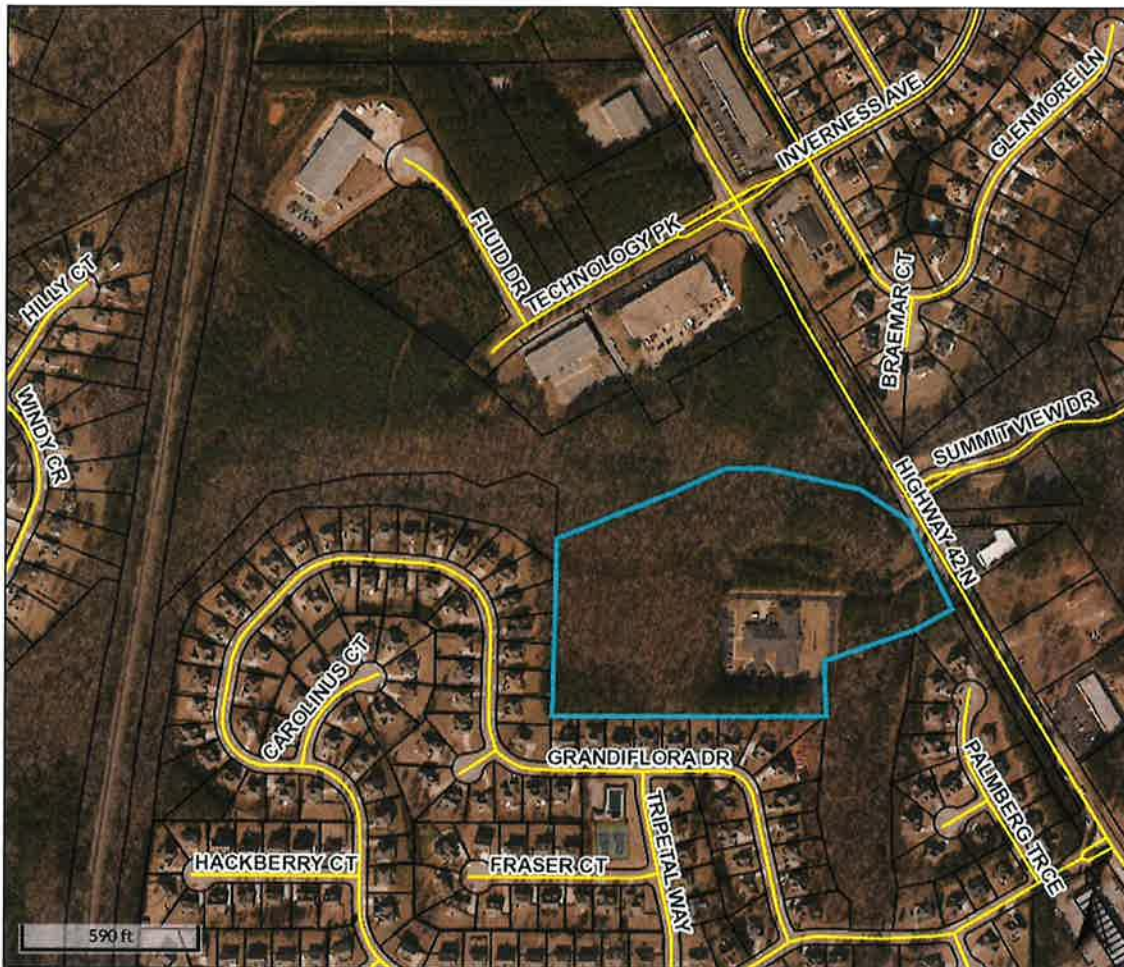
STAFF RECOMMENDATION – PAGE ONE

The requested Rezoning of the subject property to ‘PUD’ (Planned Unit Development) via RZ-2022-02 would be necessary and desirable for the subject property to allow for the proposed independent living/age-restricted residential development. The Planning and Zoning Staff therefore recommends the **APPROVAL WITH CONDITIONS** of the requested Rezoning via RZ-2022-02. The recommended conditions are as follows:

- 1. Annexation Approval –** The rezoning shall not be approved until the requested annexation of Tract 1 via AX-2022-01 is approved before, or simultaneously with, the approval of RZ-2022-02.
- 2. Comprehensive Plan Amendment Approval –** The rezoning shall not be approved until the requested Comprehensive Plan Amendment, via CP-2022-02, to change the land use designations of both parcels to ‘High-Density Residential’, is approved before, or simultaneously with, the approval of RZ-2022-02.
- 3. Recombination Approval –** No permits shall be issued for the proposed development until the two parcels comprising the subject property are officially combined via an administrative recombination plat application. This shall only occur after the applicant has submitted proof to the Community Development Department that an acceptable new plat has been recorded by the Henry County Superior Court / Real Estate Records Division.

STAFF RECOMMENDATION – PAGE TWO

- 4. Adherence to Conceptual Site Plan –** The developer shall adhere substantially to the submitted Conceptual Site Plan. Any major deviations in the number of residential units, the density, or the overall design shall require City Council approval.
- 5. Water and Sewer Availability –** The developer shall comply with the requirements of the Henry County Water Authority in relocating the existing 8-inch sewer line, providing the required easement, and taking any other necessary steps to ensure that adequate water and sewer services are available to serve the proposed development.



Overview



Legend

-  Parcels
-  Roads

Parcel ID	071-01034012	Class	C	Owner	SOUTHERN CRESCENT	Land Value:	\$1,500,000	Last 2 Sales		
Property Address	2125 HIGHWAY 42 N	Acreage	20	Address	REHAB & RETIREMENT CO INC	Building Value:	\$2,093,300			
District	County/UnIncorp				2125 HIGHWAY 42 NORTH	Misc Value:	\$40,500	Date	Price	Reason Qual
					MCDONOUGH GA 30253	Total Value:	\$3,633,800	11/1/2000	\$0	n/a U
								10/17/1997	\$475,000	n/a Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022

Last Data Uploaded: 5/31/2022 1:51:04 AM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

- Parcels
- Roads

Parcel ID	071-01034014	Class	I	Owner	S3 CAPITAL	Land Value:	\$649,400				
Property Address		Acreage	22.01	Address	INVESTMENTS LLC	Building Value:	\$0				
District	City/Stockbridge				2125 HIGHWAY 42 N	Misc Value:	\$0				
					MCDONOUGH GA 30253	Total Value:	\$649,400				
								Last 2 Sales			
								Date	Price	Reason	Qual
								10/16/2014	\$110,000	OTHER	U
								5/19/2014	\$0	FAMILY/GIFT	U

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/31/2022

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Developed by  **Schneider**
GEOSPATIAL



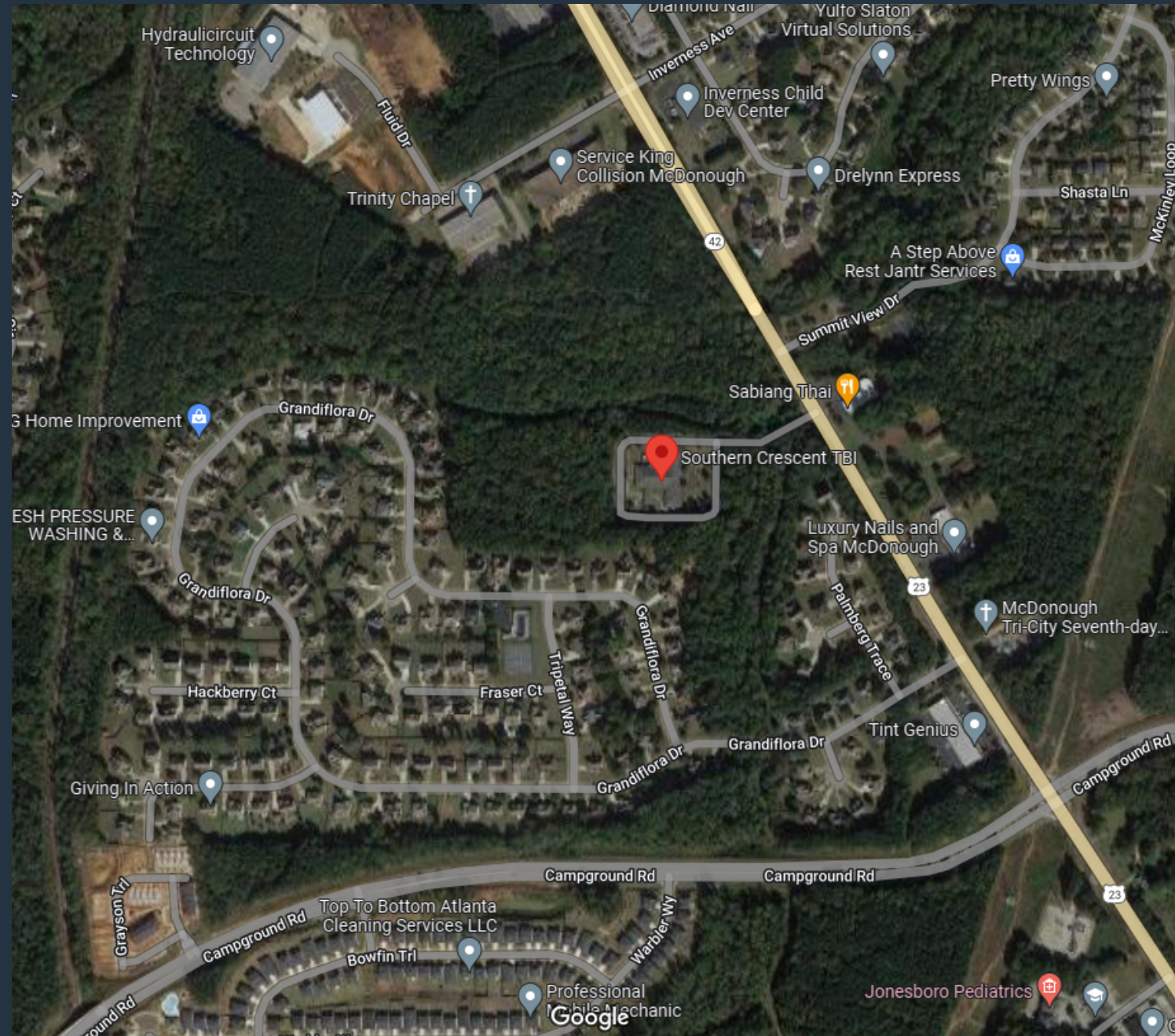
Battle Law



2125 Highway 42 North,
Henry County, GA

Rezoning

LOCATION



Southern Crescent TBI Center



- **About Southern Crescent TBI**
-
- SCTBI is a cutting edge in-patient healthcare facility that is dedicated to providing medical and rehabilitation services for individuals who have suffered a traumatic or acquired brain injury.

GOAL

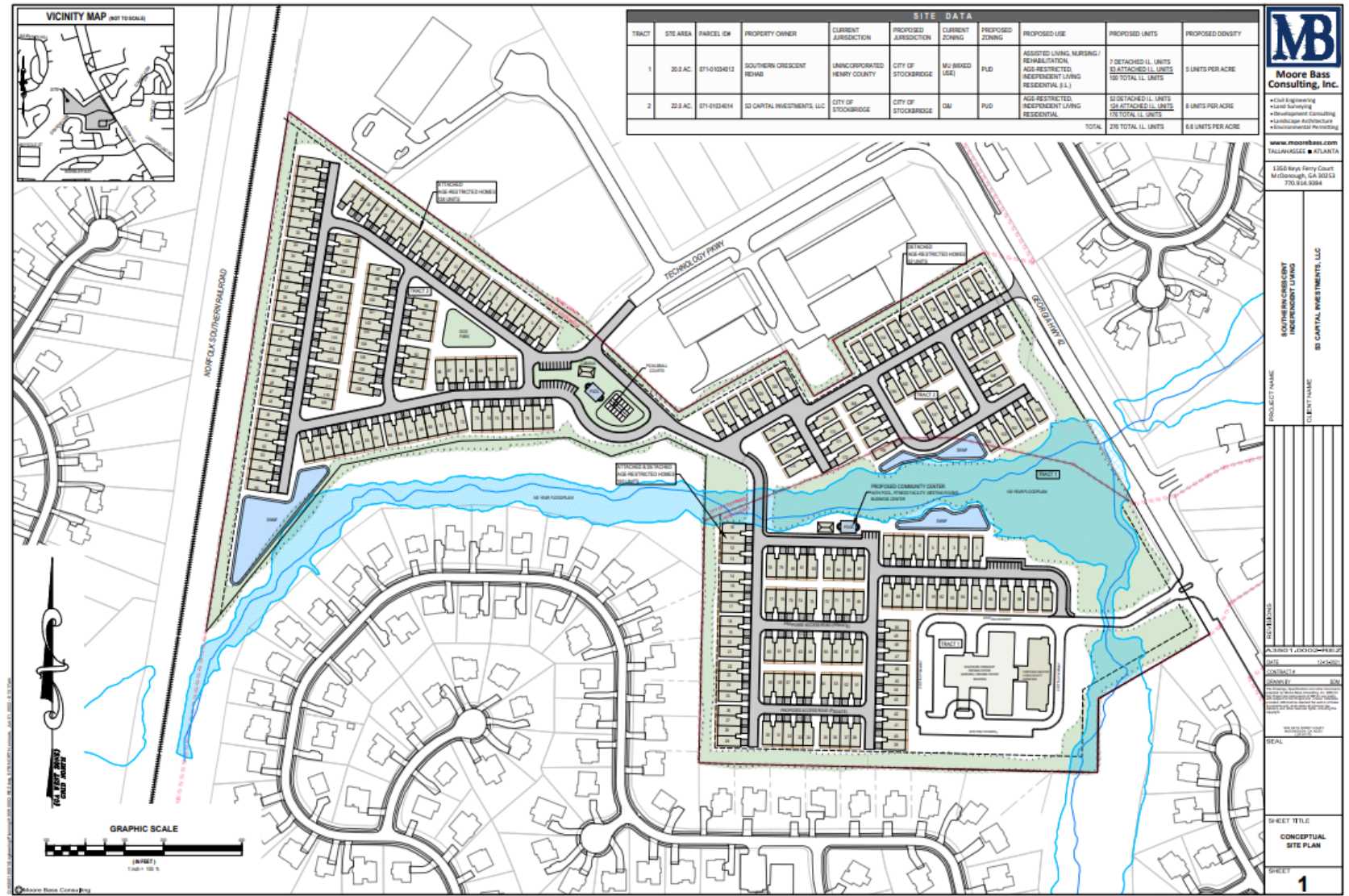
TO PROVIDE QUALITY SENIOR HOUSING
WITHIN THE CITY OF STOCKBRIDGE THAT
IS SECOND TO NONE AT AFFORDABLE
RATES

SITE PLAN

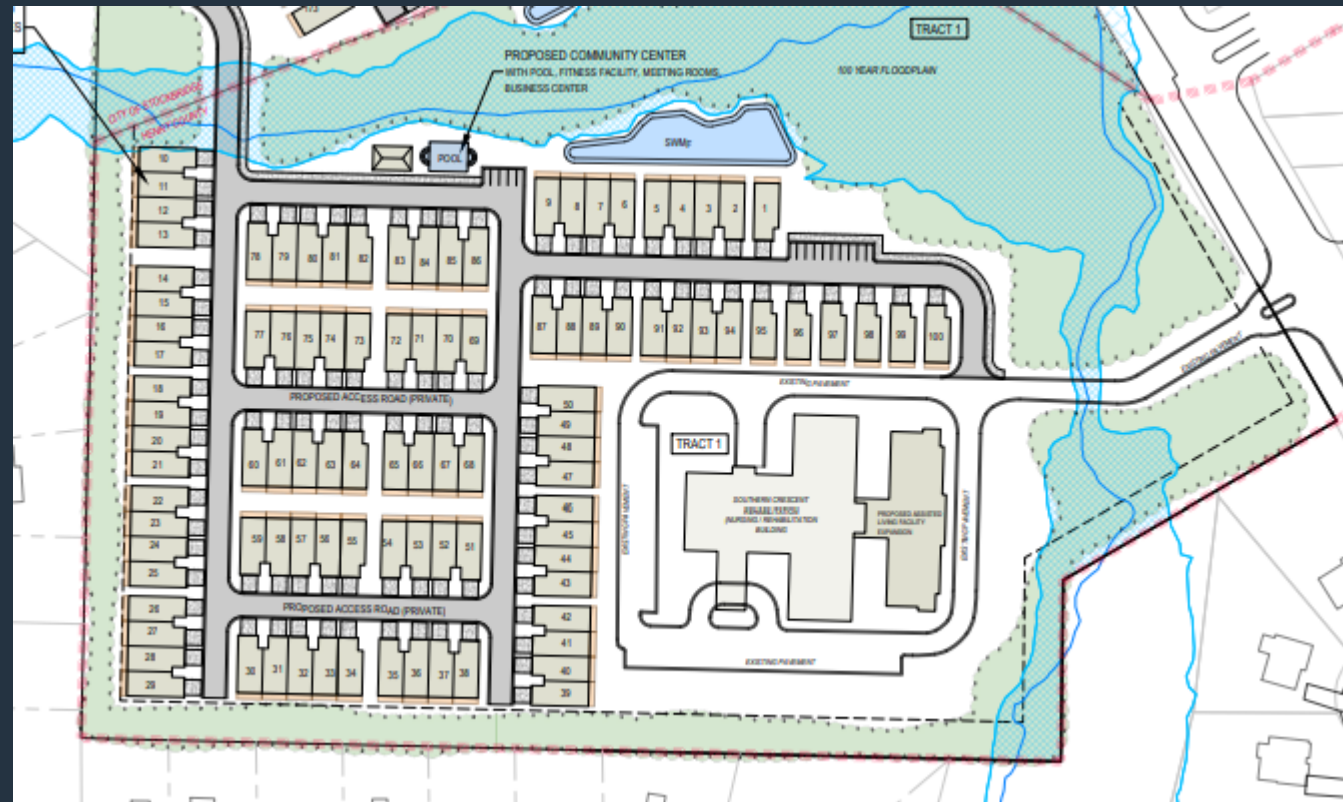
Age Restricted
Community for 55
and Older

224 Townhome units

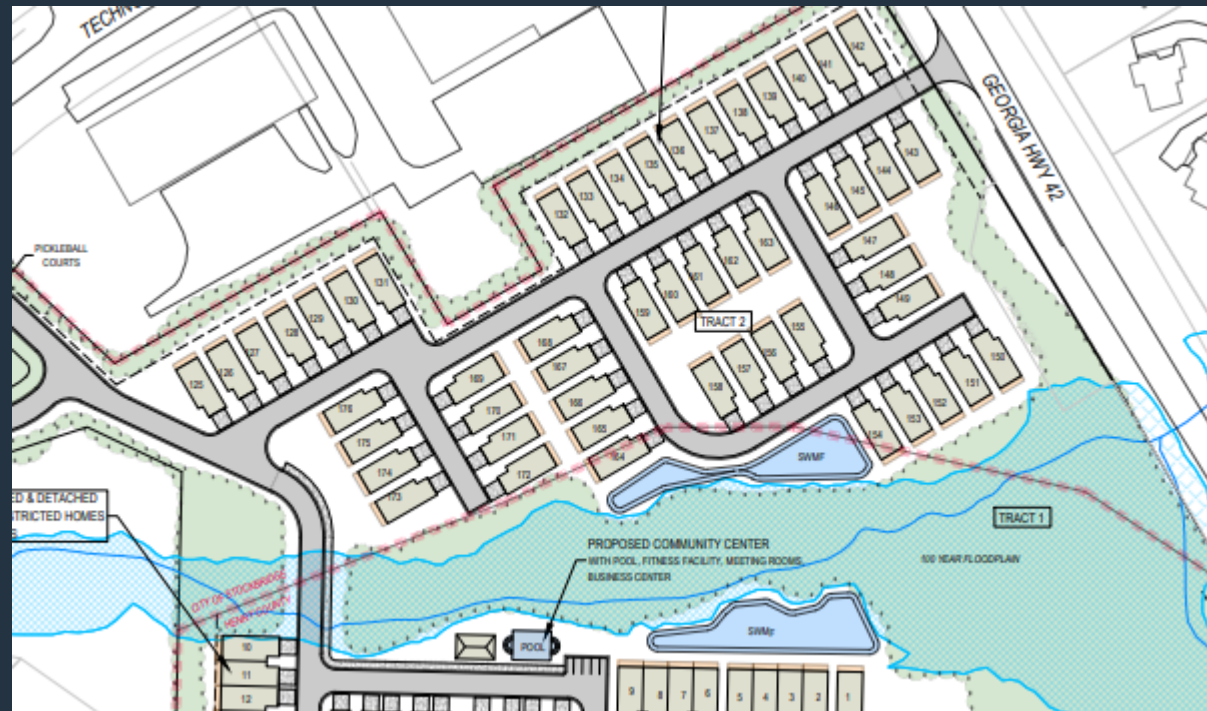
52 Single-Family
Detached units



POD I



POD II



POD III



SITE DATA

SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS <u>93 ATTACHED I.L. UNITS</u> 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS <u>124 ATTACHED I.L. UNITS</u> 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
TOTAL									276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE

ELEVATION (PHASE 1)

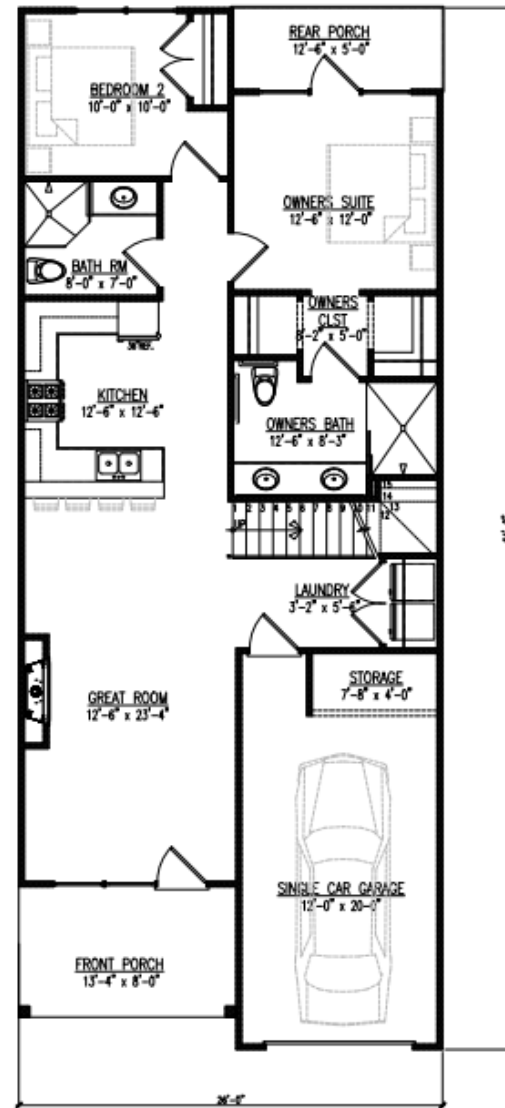


AMENITY AREAS

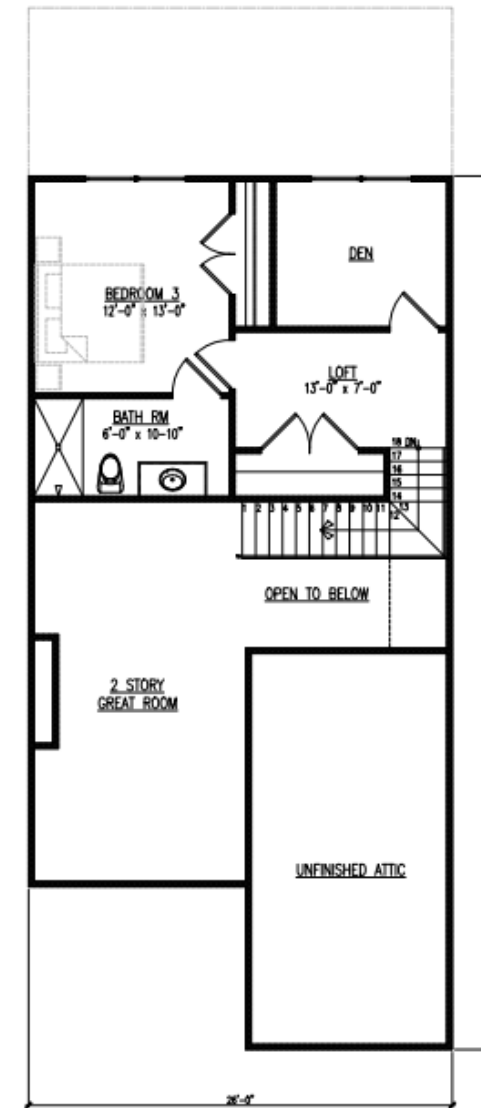


PROPOSED AMENITIES

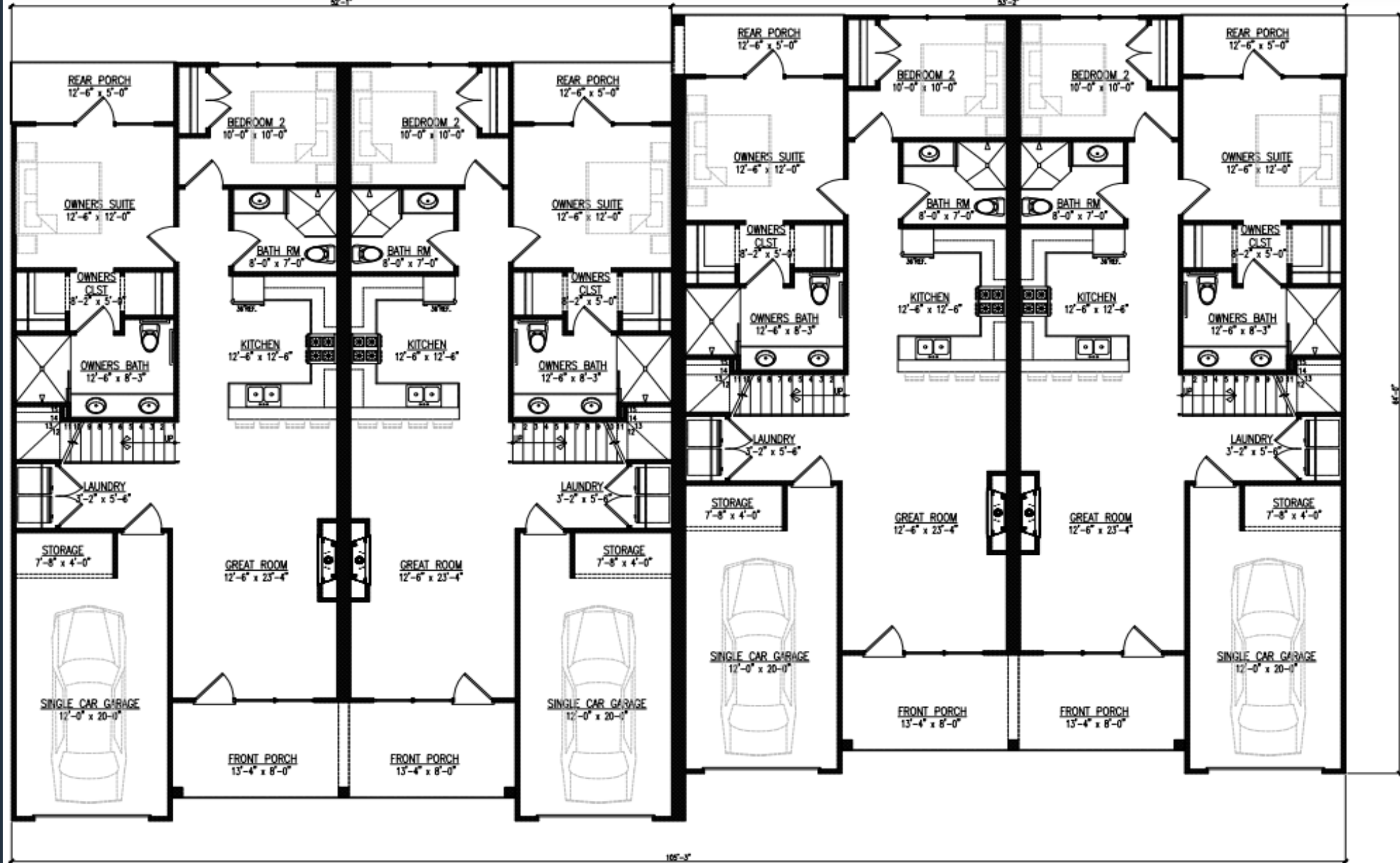
- 1. Two community center/clubhouses
 - *Library*
 - *Small Theater*
 - *Live Music*
 - *Meeting Rooms and Business Center*
- 2. Heated indoor and outdoor swimming pools
- 3. Walking Trail
- 4. Pickle Ball Courts
- 5. Dog Park
- 6. 100% Lawn Maintenance
- 7. Mandatory HOA with no rentals allowed except by the Declarant under the Declaration of Restrictive Covenants
- 8. Access to medical services for a fee

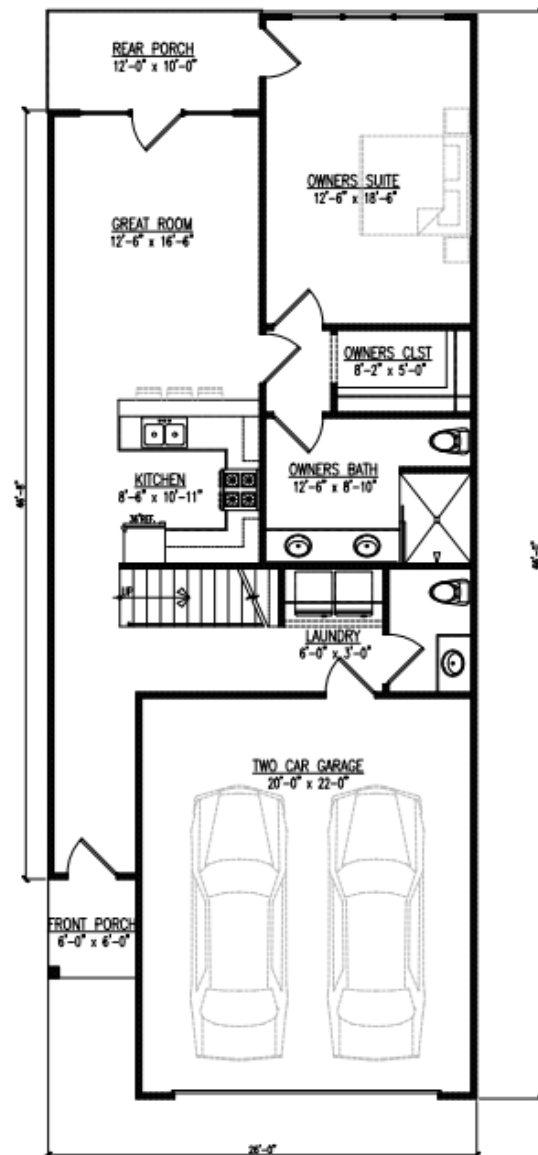


1 MAIN FLOOR PLAN - 3 BED ROOM UNIT
MAIN LEVEL: 1,133 SQ. FT. (1,620 TOTAL SQ. FT.)



2 UPPER FLOOR PLAN - 3 BED ROOM UNIT
UPPER LEVEL: 487 SQ. FT. (1,620 TOTAL SQ. FT.)

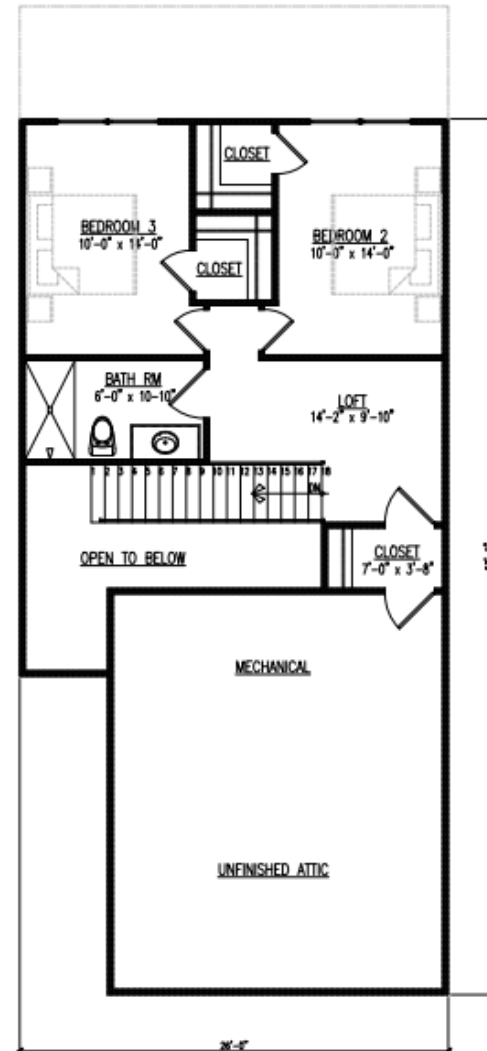




1

MAIN FLOOR PLAN - 3 BED ROOM UNIT

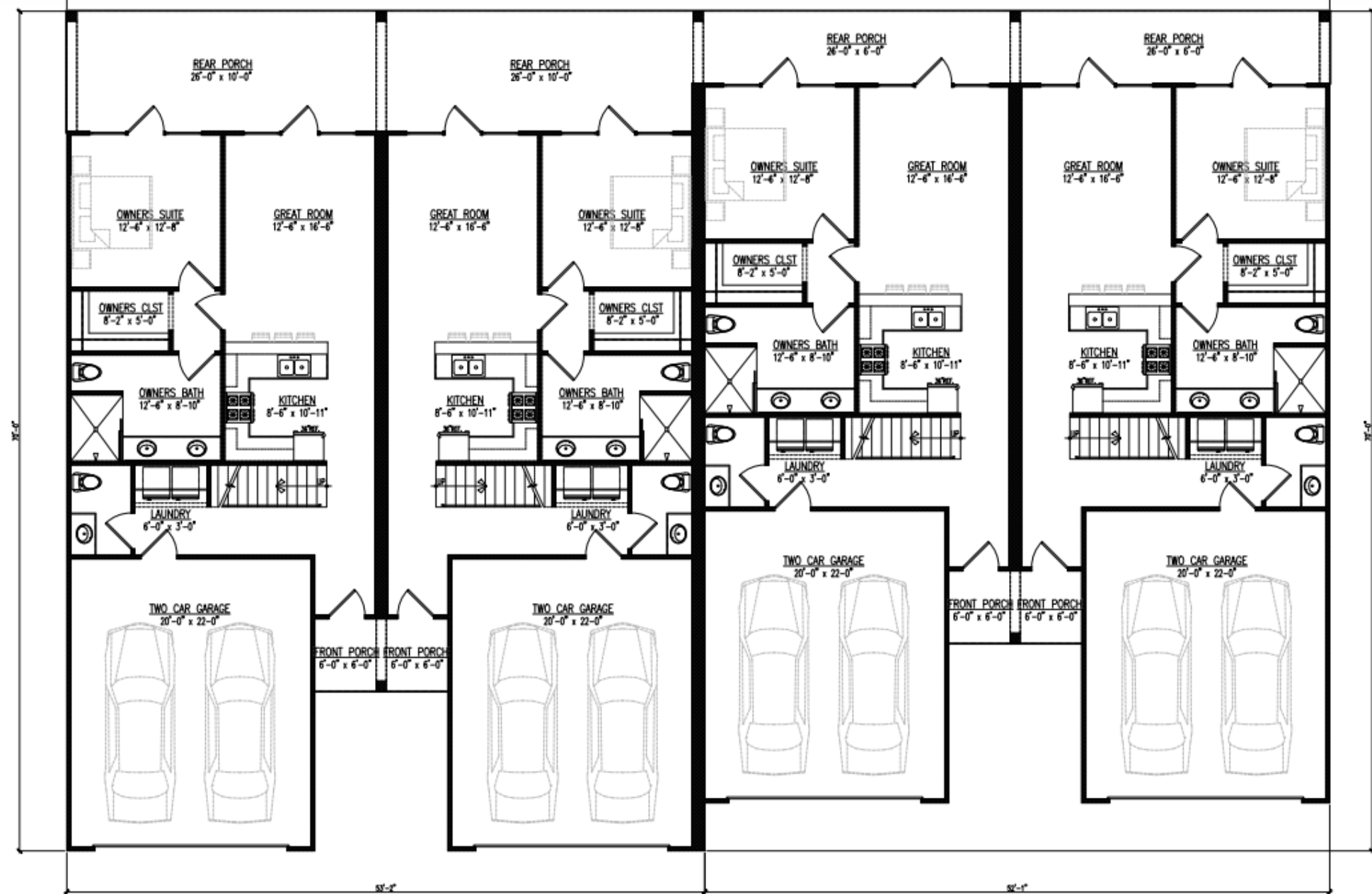
MAIN LEVEL: 1015 SQ. FT. (1,592 TOTAL SQ. FT.)



2

UPPER FLOOR PLAN - 3 BED ROOM UNIT

UPPER LEVEL: 577 SQ. FT. (1,592 TOTAL SQ. FT.)



1

MAIN FLOOR PLAN - 3 BEDROOM LAYOUT
4 UNIT BUILDING

Frequently Asked...

- Proposed building materials: Brick and Siding
- Unit sizes: 1600 sf
- Number of bedrooms: 2 & 3
- Garages available: Yes, 1 & 2 cars
- Amenities: Two pools, two community centers which will include libraries, a wellness center, walking trail, and on-demand (paid) medical services
- Anticipated price: Low \$300,000s
- When do you anticipate the first units being available for sale/rent?: 2023
- Who will these units be primarily marked to?: 55+ age restricted

Comp Plan Conditions

1. The residential portion of the project shall be single-family attached and detached units arranged in a cluster style with a minimum of a six foot side yard setback to maintain properly distanced residences without the firewall requirement. Front yards can be a minimum of 20 feet to help reduce the need for extensive yard maintenance.
2. ~~The community Development (Planning & Zoning) Department should have architectural control to ensure that the constructed buildings conform to the surrounding residential and commercial/industrial area. Of primary concern would be the compatibility of the institutional building in relation to the cluster homes, and in turn with the entire development and adjoining properties.~~
3. Lighting should be subdued, especially with respect to the bordering residential units. A lighting plan should be submitted at the tie of development to ensure that little intrusion occurs to the adjacent properties.
4. A sizeable undisturbed or landscaped buffer should exist at the entrance of the site as well as all border of the property. The entrance to the property should be left as undisturbed or with enhanced landscaping to separate the property from S.R. 42 and its associated traffic noise.
5. All of the common grounds – including the parking area – should be heavily landscaped, ~~with Community Development (Planning & Zoning) retaining approval of landscaping, especially in regards to our new proposed landscape ordinance currently underway.~~
6. Interior sidewalks, streetlights, and sodded lawns should be conditioned for the cluster assisted living units. In addition, two trees shall be planted in the front of the cluster units should these areas be completely graded for construction.
7. ~~Access should be gated to provide for the security of the entire facility.~~
8. ~~Any deviation from the submitted site plan is subject to further review by the Community Development (Planning & Zoning) Department, this (Zoning Advisory) Board, and, if needed, the Board of Commissioners.~~

Rezoning Conditions

1. The use of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.
2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and shall have a deceleration lane and acceleration taper designed and constructed to HCDOT standards.
3. All disturbed areas shall be sodded, except where landscaping is present or installed.
4. The residential portion of the development shall consist of cluster single-family attached and detached units, only. The total number of dwelling units shall be limited to 100. Compliance with the zoning conditions and development standards may further limit the number of dwelling units.
5. ~~An on-site amenity package shall be provided and shall consist of at least the following:~~
 - a. ~~One (1) Community Center which includes, at a minimum, the following:~~
 - i. Pool
 - ii. Fitness facility

iii. Meeting rooms

iv. Business Center

b. Two (2) outdoor recreation areas including walking trails and three (3) pavilions.

The pavilions shall be no less than 1,200 square feet.

6. The community center shall be completed prior to the issuance of the fiftieth (50th) building permit of a single-family attached or detached dwelling unit.
7. ~~The residential portion of the development shall comply with Section 4.03.30 of the ULDC regarding single-family senior adult housing.~~
8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.
9. ~~Any approved development shall be limited to a maximum of 60 dwelling units until the proposed access point to the north, as depicted on the site plan dated April 9, 2021, is designed and constructed to HCDOT and City of Stockbridge standards, and connects to an already existing public right of way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.~~
10. The subject property shall not, at any time, be developed as a traditional single-family and/or multi-family residential development (even if it is age-marketed or age-targeted) or any other type of residential community that does not require each single-family attached or detached unit to house an individual which requires a level of care that is provided by the assisted living facility.
11. No more than fifteen percent (15%) of the homes shall be rented out at any one time.
12. Only the management of the owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Rehab Retirement Co., Inc. as per current public tax records, may rent dwelling units.
13. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc., As per current public tax records.
14. ~~A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to GDOT of the site's existing access per GDOT's requirements. The developer/owner shall be responsible to provide all of the indicated Improvements as required by the ULDC.~~
15. ~~The dwelling units shall be limited to condominium units.~~
16. The dwelling units shall be limited to units with two (2) or three (3) bedrooms. Each dwelling unit shall have a minimum of two (2) full bathrooms.
17. The dwelling units shall have a minimum of 1,600 square feet with a running minimum average of 1,800 square feet.
18. ~~The dwelling units shall be Craftsman style as approved by the planning & Zoning Department and shall have a minimum 3' high water table consisting of brick or similar.~~

19. Each permitted home in the development shall be compatible with existing homes, as determined by the planning & Zoning Department. ~~The Planning & Zoning Department is authorized to require the heated square footage to be increased and/or the architectural style to be modified in instances where incompatibility is determined.~~
20. Each dwelling unit shall have a garage. Garages shall be setback a minimum of 12" from the front dripline of the home. Greater than 50% of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding complimentary to the exterior of the homes.
21. Four (4) of the dwelling units shall be reserved for those leaving the care of assisted living, needing transitional living arrangements. No permits of any kind shall be approved unless all four of these transitional living units are included.
22. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a minimum 4' high fence, and be included in the common area to be maintained by the HOA. No detention pond shall be located on private property.
23. An HOA shall be required and shall maintain the common areas and building exteriors. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc., As per current public tax records, the HOA.
24. Interior sidewalks shall be a minimum of 8' wide. Exterior sidewalks along Highway 42 shall be a minimum of 10' wide.



Rezoning Application

City of Stockbridge, Georgia



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

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

ALL APPLICANTS ARE REQUIRED TO SCHEDULE AND ATTEND A PRE-APPLICATION MEETING WITH THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT. PLEASE CALL THE OFFICE AT (770) 389-7900 TO SCHEDULE AN APPOINTMENT.

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

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

MEETING LOCATIONS—ALL PLANNING COMMISSION MEETINGS WILL BE HELD VIRTUALLY (BY ZOOM) UNTIL FURTHER NOTICE.

[Form revised on 1/19/22.]

City of Stockbridge Planning and Zoning Division
Community Development Department

REZONING APPLICATION CHECKLIST

PLEASE COMPLETE THIS FORM WHEN ACCEPTING ALL REZONING APPLICATIONS.

ATTACH THE CHECKLIST TO THE APPLICATION AND SIGN.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK/INITIAL
Pre-Application Review Form (Meeting Notes)	1	Must be obtained from a current planner, prior to submitting your application. (by appointment only)	/
Application Form	1	1. Signed and notarized by owner. Original signature 2. In lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application, and must be notarized .	/
Letter of Ownership	01	Letter stating that the owner is aware of the rezoning request and owns the property in question.	/
Letter of Intent	1	Must clearly state the proposed use and development intent.	/
Site Plans (24 x 36) and (11 x 17)	1 10	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers, and the proposed lot layout.	/
Survey Plat (8 ½ x 11) Or (11 x 17)	1	Subject Property, prepared and sealed <i>within the last five years</i> by a professional engineer, landscape architect, or land surveyor who is registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100-year floodplain; and 3) include a notation as to the total acreage or square footage of the subject property.	/
Water and sewer availability letter	1	This letter must accompany the application at the time of submittal. It should state that water and sewer are available to serve the property, or such services can be extended to the site. Please obtain the letter from the appropriate office which serves the property, such as Henry County Water Authority, City of Stockbridge Public Works Department, or a Clayton County office.	/
Form from the Health Department	1	This letter must accompany the application at the time of submittal <i>(Only needed if property is not on sewer)</i> .	/

City of Stockbridge Planning and Zoning Division
Rezoning Application

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: November 10, 2021
Address Applicant: 2125 Highway 42 North Fax _____ Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com
Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: November 10, 2021
Address Agent: 3562 Habersham at Northlake Building J, Suite 100 Fax _____ Cell # 404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT HE OR SHE IS THE OWNER, OR AGENT OF THE OWNER, OF THE PROPERTY DESCRIBED BELOW, AND IS REQUESTING A REZONING OF THE PROPERTY.

Rezoning being requested from OI, LI, and MU to PUD for
an age-restricted residential development

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

Address of Property: 2125 Highway 42 North and Highway 42 North Near Technology Parkway

Nearest intersection to the property: Highway 42 N and Summit View Drive
(Street Address)

Size of Tract: 42 acre(s), Land Lot Number(s): 31+, 31, District(s): 7

Property Tax Parcel Number(s): 071-01034012, 071-01034014 (Required)

Witness' Signature

Signature of Applicant

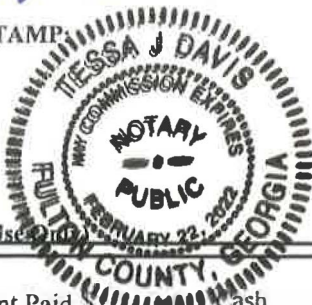
Printed Name of Witness

S3 Capital Investments, LLC
Printed Name of Applicant

Notary

Signature of Agent

NOTARY STAMP



(For Office Use Only)

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

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

Pre-application meeting: _____ Date: _____

Planning Commission Decision: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Dmar F. Sawi
Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022



Tessa J. Davis
Notary Public

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



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc

Applicant's Name - Printed

Omar El Sawi

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022.



Tressa J. Davis

Notary Public

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



Applicant Campaign Disclosure Form

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

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

Yes _____ No ☒

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

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

We certify that the foregoing information is true and correct, this 1st day of March, 2022

Michele Battle

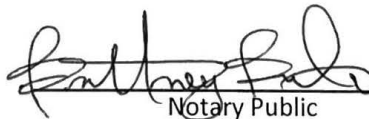
Applicant's Name - Printed

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1st day of March, 2022.


Notary Public



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



CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:

Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North and Highway 42 North Near Technology Parkway McDonough, Georgia 30253

Telephone: (678) 565-7710

Email: kelsawi@sctbi.com

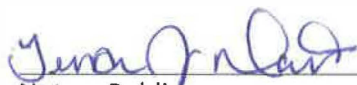
I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: 

Date: 2/22/22

Personally appeared before me,

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

2/20/2022
Date



Print

zoned with Comp. Plan Amendment

M1

FLUID DR

INVER

SH

SUMMIT VIEW DR

HIGHWAY 42 N

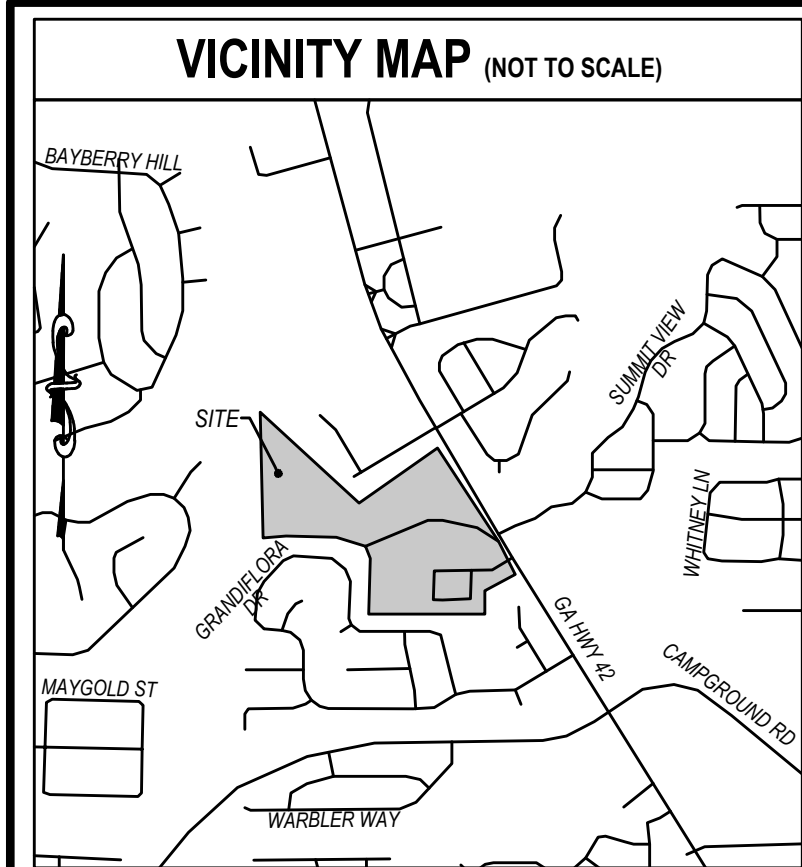
C2

PALMBERG TR

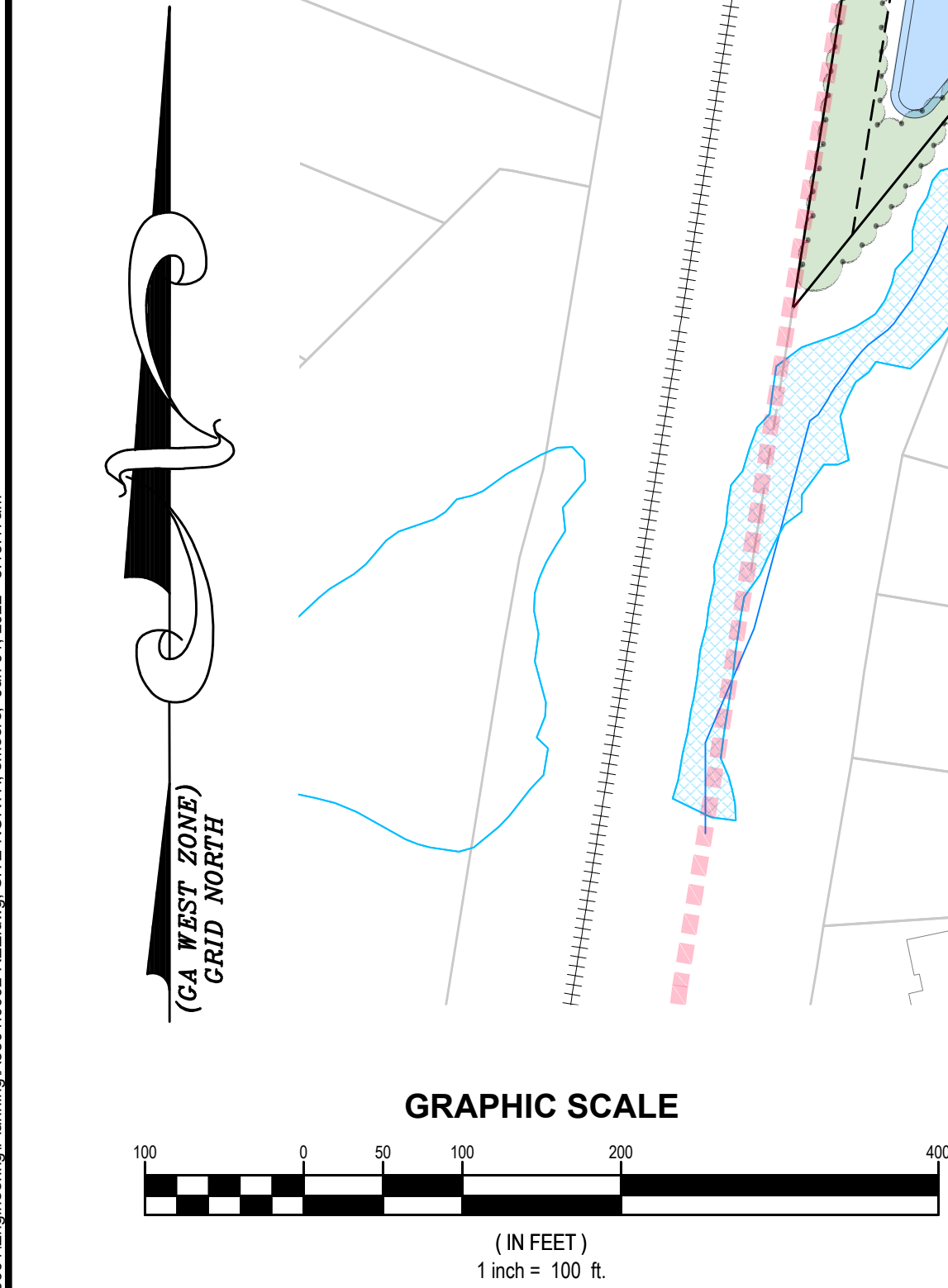
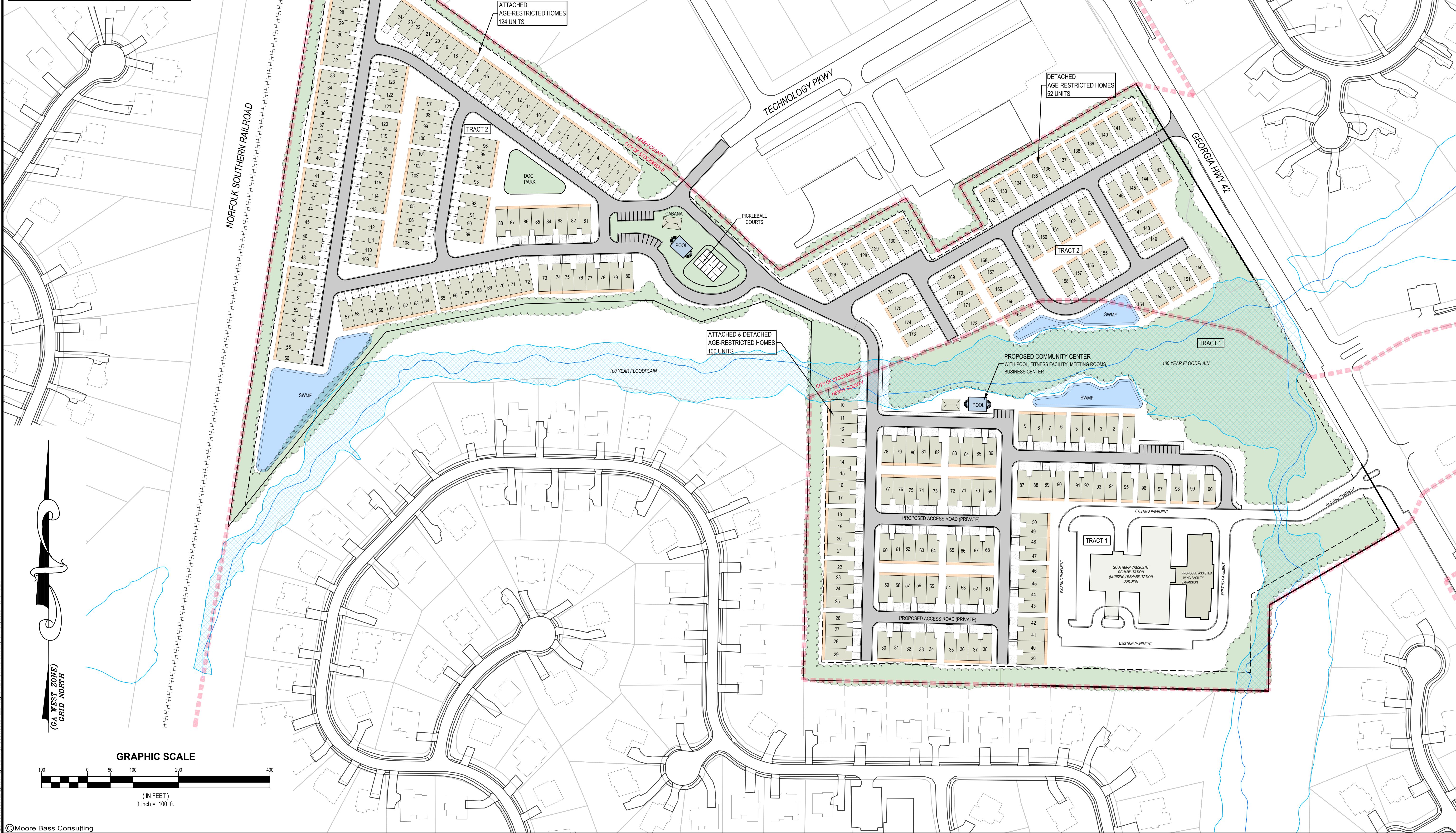
TRIPETA

MU
To be Annexed

CAROLINUS CT



SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
TOTAL									276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE



Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME

SOUTHERN CRESCENT
INDEPENDENT LIVING

CLIENT NAME

S3 CAPITAL INVESTMENTS, LLC

REVISIONS	DATE	CONTRACT #	DRAWN BY
A3501.0002-REZ	12-15-2021		SDM

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all control over, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
MCDONOUGH, GA 30253
LSP #1172

SEAL

SHEET TITLE

CONCEPTUAL
SITE PLAN

SHEET

1

C:\A3501.0001\Engineering\Planning\A3501.0002-REZ.dwg, SITE-NORTH, smore, Jun 01, 2022, 8:13:12am

RESERVED FOR CLERK OF THE SUPERIOR COURT

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Tim L. Miller GA. RLS # 3150 Date: 4-29-2021

SURVEYORS CERTIFICATION:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

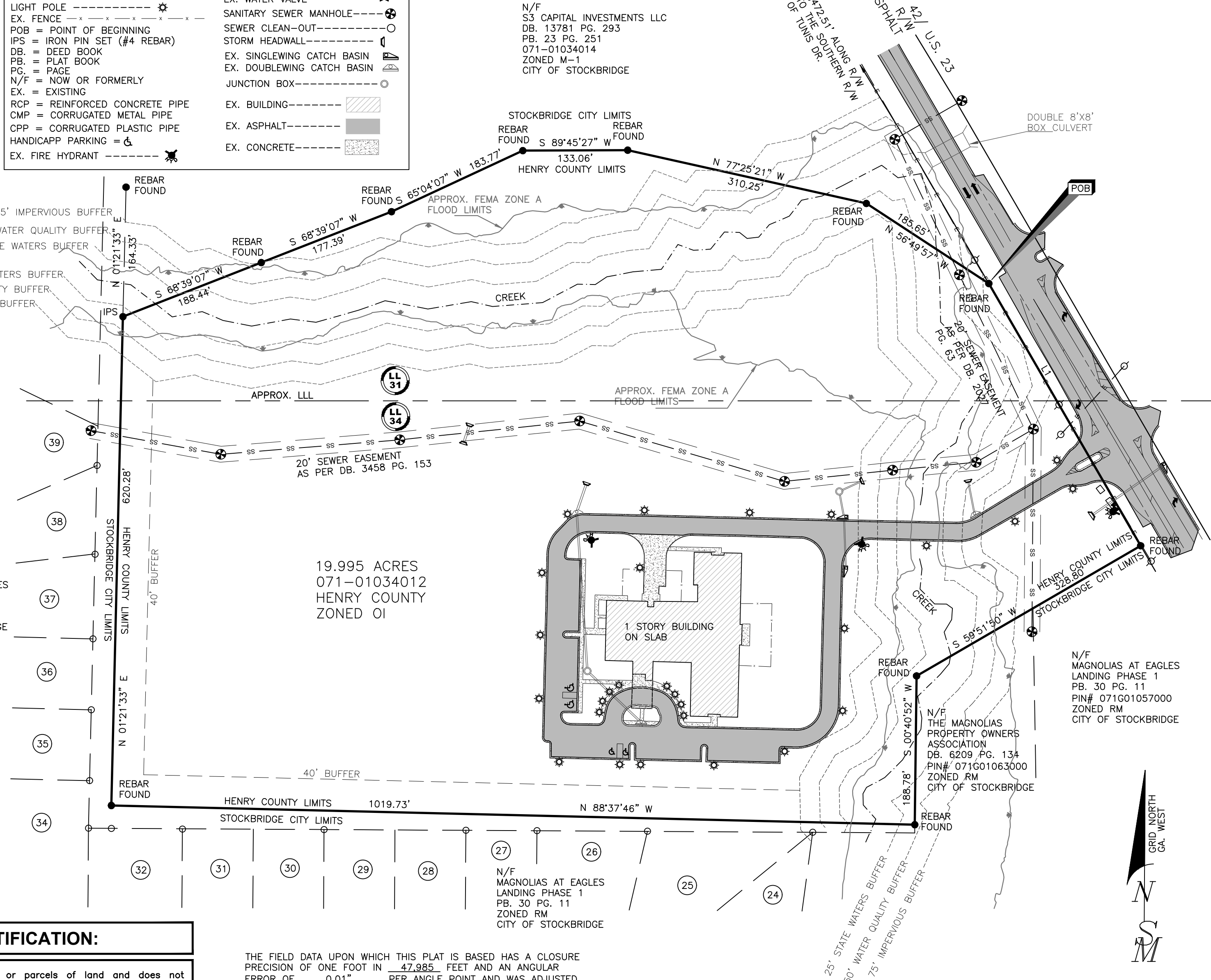
GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK----- 50'
REAR SETBACK----- 20'
SIDE SETBACK:----- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA



LEGEND	
WOODEN POWER POLE	---
EX. OH POWER LINES	---
LIGHT POLE	---
EX. FENCE	---
POB = POINT OF BEGINNING	
IPS = IRON PIN SET (#4 REBAR)	
DB. = DEED BOOK	
PB. = PLAT BOOK	
PG. = PAGE	
N/F = NOW OR FORMERLY	
EX. = EXISTING	
RCP = REINFORCED CONCRETE PIPE	
CMP = CORRUGATED METAL PIPE	
CPP = CORRUGATED PLASTIC PIPE	
HANDICAPP PARKING	
EX. FIRE HYDRANT	
EX. WATER METER	
EX. WATER VALVE	
SANITARY SEWER MANHOLE	
SEWER CLEAN-OUT	
STORM HEADWALL	
EX. SINGLEWING CATCH BASIN	
EX. DOUBLEWING CATCH BASIN	
JUNCTION BOX	
EX. BUILDING	
EX. ASPHALT	
EX. CONCRETE	

LINE CALL CHART		
LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

SIBLEY-MILLER
SURVEYING & PLANNING INC.

*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 04/29/2021

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid \$110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

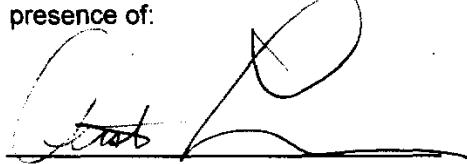
This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

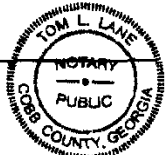
Signed, sealed and delivered in the presence of:



Witness

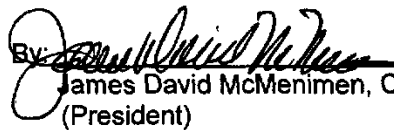


Notary Public



My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST
CHURCH, INC.

By:  (SEAL)
James David McMenimen, Chairman
(President)

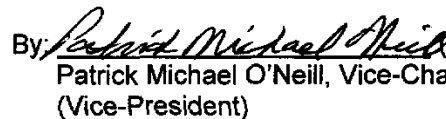
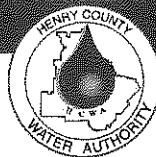
By:  (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:



Henry County Water Authority
Engineering Division

May 23, 2022

Re: Water and Sewer Services - Availability

Proposed Development: **Age Restricted Residential Development**

Property Information: **2125 Hwy 42 North Parcel Nos. 071-01034012, 071-01034014**

LLs 31, 32, 33 & 34; District 7; 42.0+/- acres

Zoning: **PUD**

Sewer Basin: **Walnut Creek**

Watershed Basin: **Big Cotton Indian**

TO WHOM IT MAY CONCERN:

You have requested that this Authority provide you with information concerning the present availability of water and sewer services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of **365** days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property described above. A fire flow test calculated in the area revealed the following data:

Static:	108	psi
Residual:	98	psi
Flow	1570	gpm
Calculated Flow @ 20 psi:	5080	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said proposed conditional use as established by the Henry County Board of Commissioners.

Sewage treatment and sewer line capacity are available for the property. *Please note that the proposed layout for the project is in conflict with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.*

The Authority provides water and sewer services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water and sewer services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water or sewer capacity is not available, you will be notified in writing.

This letter was prepared with information submitted to HCWA on a Conceptual Site Plan dated 05/17/22 prepared by Moore Bass Consulting, Inc.

 Date:
2022.05.23
09:12:01 -04'00'

Scott Sage, P. E.
Engineering Division Manager
Henry County Water Authority



Battle Law

STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation, Rezoning, and Future Land Use Map Amendment

of

**S3 Capital Investments, LLC
c/o Battle Law, P.C.**

for

19.995 +/- Acres located at PIN #071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
Tucker, Georgia 30084
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com



Battle Law

I. LETTER OF INTENT

S3 Capital Investments, LLC (the “Applicant”) is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcel 071-01034012. This property is currently developed under the unincorporated Henry County Office Mixed-Use zoning district. The applicant is requesting that this property be annexed into the Incorporated City of Stockbridge and to be rezoned from MU to

Additionally, the Applicant is seeking to rezone a second parcel that is already located within the Incorporated City of Stockbridge bearing parcel number [REDACTED] that parcel is currently zoned [REDACTED] and [REDACTED], and the Applicant is seeking to rezone it to [REDACTED] the Applicant intends to combine this parcel with the above mentioned parcel after the annexation and rezoning of each are complete so as to create one new parcel under the [REDACTED] zoning district

A future land use Amendment Application has been filed to change the future land use on both of the above mentioned parcels the request seeks to change the future land use from mixed use, light Industrial, and low density vertical mixed use to high density residential

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
TOTAL								276 TOTAL I.L. UNITS

This document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant’s constitutional rights, and an application of the criteria provided in the Steinberg



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Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

- A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property** The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

- B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property** The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.

- C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.**



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The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the



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language that will best suit the development regulations and policies of the City of Stockbridge.



III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and



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Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City Council/ Commission to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted. The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property.

This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not



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taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in



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violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal to allow the special land use permit in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

Respectfully submitted,

Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner





RESOLUTION NO. 21-235

RESOLUTION APPROVING A REZONING REQUEST FROM OI (OFFICE-INSTITUTIONAL) TO MU (MIXED USE) FOR PROPERTY LOCATED AT 2125 HIGHWAY 42 NORTH IN LAND LOTS 31 AND 34 OF THE 7TH DISTRICT CONSISTING OF 19.995 +/- ACRES

WHEREAS, Southern Crescent of McDonough, GA requests a rezoning (**RZ-21-18**) from OI (Office-Institutional) to MU (Mixed Use) for property located at 2125 Highway 42 North (Parcel: 071-01034012) in Land Lots 31 and 34 of the 7th District consisting of 19.995 +/- acres for a mixed use single-family residential and institutional living development; and

WHEREAS, all County and State requirements for legal advertisement and a public hearing have been met; and

WHEREAS, the Planning & Zoning Staff for Henry County has reviewed the request and submitted a report that is part of the public record; and

WHEREAS, the Henry County Zoning Advisory Board reviewed and recommended approval of the applicant's request on May 27, 2021;

NOW, THEREFORE, BE IT RESOLVED THAT the Henry County Board of Commissioners **approves** the applicant's request with the following conditions:

1. The uses of the subject property shall be limited to memory care, assisted living, and independent living with associated amenities and provision of care, meeting use requirements.
2. Entrances shall be located such that the minimum intersection sight distance and the minimum spacing requirement are met per the road's posted speed limit, and shall have a deceleration lane and acceleration taper designed and constructed to HCDOT standards.
3. All disturbed areas shall be sodded, except where landscaping is present or installed.
4. The residential portion of the development shall consist of cluster single-family attached and detached units, only. The total number of dwelling units shall be limited to 100. Compliance with zoning conditions and development standards may further limit the number of dwelling units.
5. An on-site amenity package shall be provided and shall consist of at least the following:
 - (a) One (1) Community Center which includes, at a minimum, the following:
 - (i) Pool
 - (ii) Fitness facility
 - (iii) Meeting rooms
 - (iv) Business Center
 - (b) Two (2) outdoor recreation areas including walking trails and three (3) pavilions. The pavilions shall be no less than 1,200 square feet.
6. The community center shall be completed prior to the issuance of the fiftieth (50th) building permit of a single-family attached or detached dwelling unit.
7. The residential portion of the development shall comply with Section 4.03.30 of the ULDC regarding single-family senior adult housing.

8. Provision of care and/or personal services, as defined by O.C.G.A. 31-7-12.2(b)(2), shall be provided to any assisted living and independent living residents before the first single-family attached or detached unit receives any certificate of occupancy.
9. Any approved development permit shall be limited to a maximum of 60 dwelling units until the proposed access point to the north, as depicted on the site plan dated April 9, 2021, is designed and constructed to HCDOT and City of Stockbridge standards, and connects to an already existing public right-of-way. This access point shall be open for the use of the residents within five (5) years from the date of approval of this rezoning resolution or before the issuance of the Certificate of Occupancy (CO) of the 61st dwelling unit, whichever occurs first. No additional permits shall be issued until the developer has engineered and constructed the secondary access.
10. The subject property shall not, at any time, be developed as a traditional single-family and/or multi-family residential development (even if it is age-marketed or age-targeted) or any other type of residential community that does not require each single-family attached or detached unit to house an individual which requires a level of care that is provided by the assisted living facility.
11. No more than fifteen percent (15%) of the homes shall be rented out at any one time.
12. Only the management of the owners/ operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc. as per current public tax records, may rent dwelling units.
13. Community facilities, recreational areas, access gate(s), if any, public space(s), and open space(s) shall be maintained by the existing, and all subsequent, owners/operators of the existing rehabilitation center and/or assisted living facility at the subject property, currently Southern Crescent Rehab & Retirement Co., Inc., as per current public tax records.
14. A traffic impact study (TIS) shall be required before the approval of the first development permit. At a minimum, the developer/owner's engineer shall provide an Intersection Control Evaluation Study to GDOT of the site's existing access per GDOT's requirements. The developer/owner shall be responsible to provide all of the indicated improvements as required by the ULDC.
15. The dwelling units shall be limited to condominium units.
16. The dwelling units shall be limited to units with two (2) or three (3) bedrooms. Each dwelling unit shall have a minimum of two (2) full bathrooms.
17. The dwelling units shall have a minimum of 1,600 square feet with a running minimum average of 1,800 square feet.
18. The dwelling units shall be Craftsman style as approved by the Planning & Zoning Department and shall have a minimum 3' high water table consisting of brick or similar.
19. Each permitted home in the development shall be compatible with existing homes, as determined by the Planning & Zoning Department. The Planning & Zoning Department is authorized to require the heated square footage to be increased and/or the architectural style to be modified in instances where incompatibility is determined.
20. Each dwelling unit shall have a garage. Garages shall be setback a minimum of 12" from the front dripline of the home. Greater than 50% of the dwelling units shall have a two-car garage. The balance shall have one and a half car garages. Garages shall have crown molding complimentary to the exterior of the homes.
21. Four (4) of the dwelling units shall be reserved for those leaving the care of assisted living, needing transitional living arrangements. No permits of any kind shall be approved unless all four of these transitional living units are included.

22. All stormwater management facilities shall be environmentally friendly, landscaped, enclosed with a minimum 4' high fence, and be included in the common area to be maintained by the HOA. No detention pond shall be located on private property.
23. An HOA shall be required and shall maintain the common areas and building exteriors.
24. Interior sidewalks shall be a minimum of 8' wide. Exterior sidewalks along Highway 42 shall be a minimum of 10' wide.

BE IT SO RESOLVED THIS 20TH DAY OF JULY, 2021.

**BOARD OF COMMISSIONERS
OF HENRY COUNTY, GEORGIA**



Carlotta Harrell, Chair

ATTEST:



Stephanie Braun, County Clerk

RESERVED FOR CLERK OF THE SUPERIOR COURT

LEGEND

WOODEN POWER POLE	EX. WATER METER
EX. OH POWER LINES	EX. WATER VALVE
LIGHT POLE	SANITARY SEWER MANHOLE
EX. FENCE	SEWER CLEAN-OUT
POB = POINT OF BEGINNING	STORM HEADWALL
IPS = IRON PIN SET (#4 REBAR)	EX. SINGLEWING CATCH BASIN
DB = DEED BOOK	EX. DOUBLEWING CATCH BASIN
PB = PLAT BOOK	JUNCTION BOX
PG = PAGE	EX. BUILDING
N/F = NOW OR FORMERLY	EX. ASPHALT
EX. = EXISTING	EX. CONCRETE
RCP = REINFORCED CONCRETE PIPE	
CMP = CORRUGATED METAL PIPE	
CPP = CORRUGATED PLASTIC PIPE	
HANDICAPP PARKING	
EX. FIRE HYDRANT	

N/F
S3 CAPITAL INVESTMENTS LLC
DB, 13781 PG. 293
PB, 23 PG. 251
071-01034014
ZONED M-1
CITY OF STOCKBRIDGE

LINE CALL CHART

LINE	BEARING	DISTANCE
LT	S 30°04'30" E	384.49'

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS
AND NONE WERE FOUND WITHIN 500' OF SITE.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Tim L. Miller GA, RLS # 3150 Date: 4-29-2021

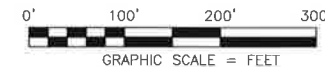
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A)
AS PER COMMUNITY - PANEL NUMBER 1315100156D
DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA=10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK----- 50'
REAR SETBACK----- 20'
SIDE SETBACK----- 15'
SEWER AS PER HCWA
WATER AS PER HCWA



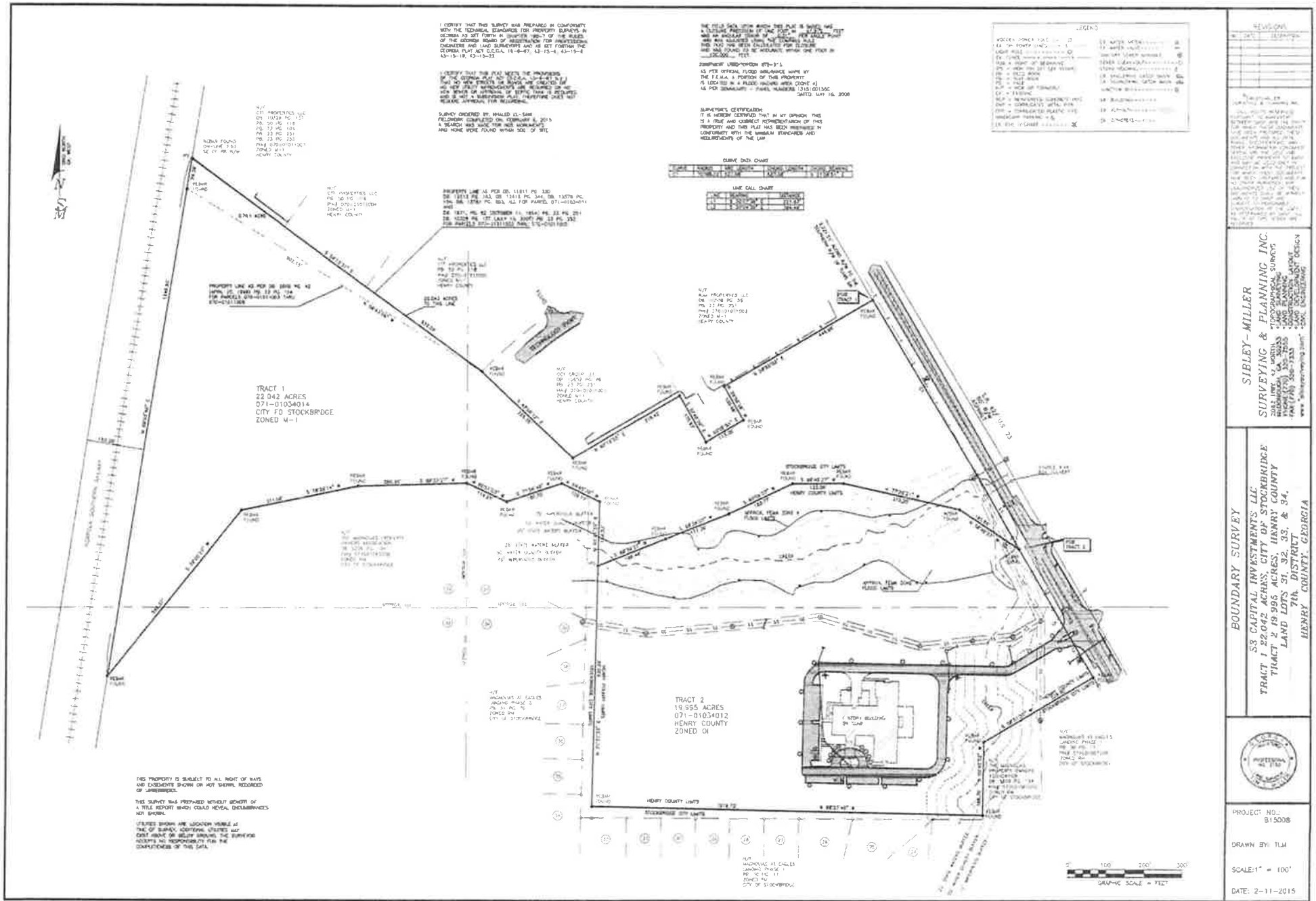
BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

SIBLEY-MILLER
SURVEYING & PLANNING INC.
212 WEST CAMPGROUND RD
MCDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com
*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING

PROJECT #: B15008
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 04/29/2021

SHEET: 1 OF 1



REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2008	INITIAL SURVEY

SIBLEY-MILLER
SURVEYING & PLANNING, INC.
2000 W. 10TH STREET
SUITE 100
STOCKBRIDGE, GA 30214
TEL: (770) 266-7333
WWW.SIBLEY-MILLER.COM

BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 1 22.042 ACRES, CITY OF STOCKBRIDGE
TRACT 2 19.955 ACRES, HENRY COUNTY
LAND LOTS 31, 32, 33, & 34,
7th DISTRICT
HENRY COUNTY, GEORGIA

PROJECT NO.
S15008

DRAWN BY: TLM

SCALE: 1" = 100'

DATE: 2-11-2015





Henry County Water Authority
Engineering Division

May 23, 2022

Re: Water and Sewer Services - Availability

Proposed Development: **Age Restricted Residential Development**
Property Information: **2125 Hwy 42 North Parcel Nos. 071-01034012, 071-01034014**
LLs 31, 32, 33 & 34; District 7; 42.0+/- acres
Zoning: **PUD**
Sewer Basin: **Walnut Creek**
Watershed Basin: **Big Cotton Indian**

TO WHOM IT MAY CONCERN:

You have requested that this Authority provide you with information concerning the present availability of water and sewer services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of **365** days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property described above. A fire flow test calculated in the area revealed the following data:

Static:	108	psi
Residual:	98	psi
Flow	1570	gpm
Calculated Flow @ 20 psi:	5080	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said proposed conditional use as established by the Henry County Board of Commissioners.

Sewage treatment and sewer line capacity are available for the property. ***Please note that the proposed layout for the project is in conflict with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.***

The Authority provides water and sewer services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water and sewer services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water or sewer capacity is not available, you will be notified in writing.

This letter was prepared with information submitted to HCWA on a Conceptual Site Plan dated 05/17/22 prepared by Moore Bass Consulting, Inc.

Scott Sage, P. E.
Engineering Division Manager
Henry County Water Authority

Rezoning Application

City of Stockbridge, Georgia



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

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

ALL APPLICANTS ARE REQUIRED TO SCHEDULE AND ATTEND A PRE-APPLICATION MEETING WITH THE CITY OF STOCKBRIDGE PLANNING AND ZONING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT. PLEASE CALL THE OFFICE AT (770) 389-7900 TO SCHEDULE AN APPOINTMENT.

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

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

MEETING LOCATIONS—ALL PLANNING COMMISSION MEETINGS WILL BE HELD VIRTUALLY (BY ZOOM) UNTIL FURTHER NOTICE.

[Form revised on 1/19/22.]

City of Stockbridge Planning and Zoning Division
Community Development Department

REZONING APPLICATION CHECKLIST

PLEASE COMPLETE THIS FORM WHEN ACCEPTING ALL REZONING APPLICATIONS.

ATTACH THE CHECKLIST TO THE APPLICATION AND SIGN.

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

REQUIRED ITEMS	COPIES	PROCEDURE	CHECK/INITIAL
Pre-Application Review Form (Meeting Notes)	1	Must be obtained from a current planner, prior to submitting your application. (by appointment only)	/
Application Form	1	1. Signed and notarized by owner. Original signature 2. In lieu of owner's signature, applicant has signed and notarized a copy of a "Contract", "Power of Attorney" or "Lease."	/
Applicant Disclosure Form	1	Required for all property owners, applicants, and agents filed with an application, and must be notarized .	/
Letter of Ownership	01	Letter stating that the owner is aware of the rezoning request and owns the property in question.	/
Letter of Intent	1	Must clearly state the proposed use and development intent.	/
Site Plans (24 x 36) and (11 x 17)	1 10	Must show minimum details: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers, and the proposed lot layout.	/
Survey Plat (8 ½ x 11) Or (11 x 17)	1	Subject Property, prepared and sealed <i>within the last five years</i> by a professional engineer, landscape architect, or land surveyor who is registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100-year floodplain; and 3) include a notation as to the total acreage or square footage of the subject property.	/
Water and sewer availability letter	1	This letter must accompany the application at the time of submittal. It should state that water and sewer are available to serve the property, or such services can be extended to the site. Please obtain the letter from the appropriate office which serves the property, such as Henry County Water Authority, City of Stockbridge Public Works Department, or a Clayton County office.	/
Form from the Health Department	1	This letter must accompany the application at the time of submittal <i>(Only needed if property is not on sewer)</i> .	/

City of Stockbridge Planning and Zoning Division
Rezoning Application

Name of Applicant S3 Capital Investments, LLC Phone: 678-565-7710 Date: November 10, 2021
Address Applicant: 2125 Highway 42 North Fax _____ Cell # 678-565-7710

City: McDonough State: Georgia Zip: 30253 E-mail: kelsawi@sctbi.com
Name of Agent Battle Law, P.C. Phone: 404-601-7616 Date: November 10, 2021
Address Agent: 3562 Habersham at Northlake Building J, Suite 100 Fax _____ Cell # 404-601-7616

City: Tucker State: Georgia Zip: 30084 E-mail: mlb@battlelawpc.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT HE OR SHE IS THE OWNER, OR AGENT OF THE OWNER, OF THE PROPERTY DESCRIBED BELOW, AND IS REQUESTING A REZONING OF THE PROPERTY.

Rezoning being requested from OI, LI, and MU to PUD for
an age-restricted residential development

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

Address of Property: 2125 Highway 42 North and Highway 42 North Near Technology Parkway

Nearest intersection to the property: Highway 42 N and Summit View Drive
(Street Address)

Size of Tract: 42 acre(s), Land Lot Number(s): 31+, 31, District(s): 7

Property Tax Parcel Number(s): 071-01034012, 071-01034014 (Required)

Witness' Signature

Signature of Applicant

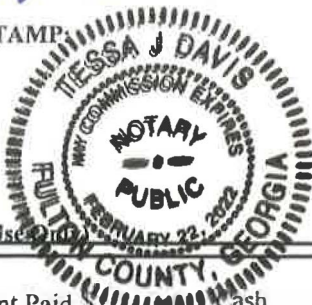
Printed Name of Witness

S3 Capital Investments, LLC
Printed Name of Applicant

Notary

Signature of Agent

NOTARY STAMP



(For Office Use Only)

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

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

Pre-application meeting: _____ Date: _____

Planning Commission Decision: _____

City Council Decision: _____

Community Development Director's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

S3 Capital Investments, LLC
Applicant's Name - Printed

Dmar F. Sawi
Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022



Tessa J. Davis
Notary Public

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



Applicant Campaign Disclosure Form

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 20 day of February, 2022

Southern Crescent Rehab & Retirement Co Inc

Applicant's Name - Printed

Omar El Sawi

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20 day of February, 2022



Tressa J. Davis

Notary Public

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



Applicant Campaign Disclosure Form

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

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

Yes _____ No ☒

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

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

We certify that the foregoing information is true and correct, this 1st day of March, 2022

Michele Battle

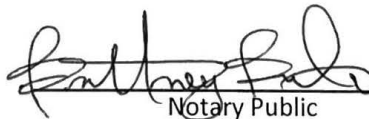
Applicant's Name - Printed

Signature of Applicant/Property Owner/Agent

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1st day of March, 2022.


Notary Public



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



CITY OF STOCKBRIDGE | OWNER'S AUTHORIZATION

4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

The undersigned below, or as attached, is the owner of the property that is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name:

Southern Crescent Rehab & Retirement Co Inc

Property Address: 2125 Highway 42 North and Highway 42 North Near Technology Parkway McDonough, Georgia 30253

Telephone: (678) 565-7710

Email: kelsawi@sctbi.com

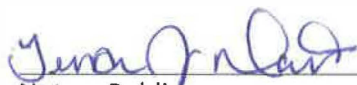
I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of Henry County, Georgia.

Signature: 

Date: 2/22/22

Personally appeared before me,

Who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

2/20/2022
Date



Print

zoned with Comp. Plan Amendment

M1

FLUID DR

INVER

SH

SUMMIT VIEW DR

HIGHWAY 42 N

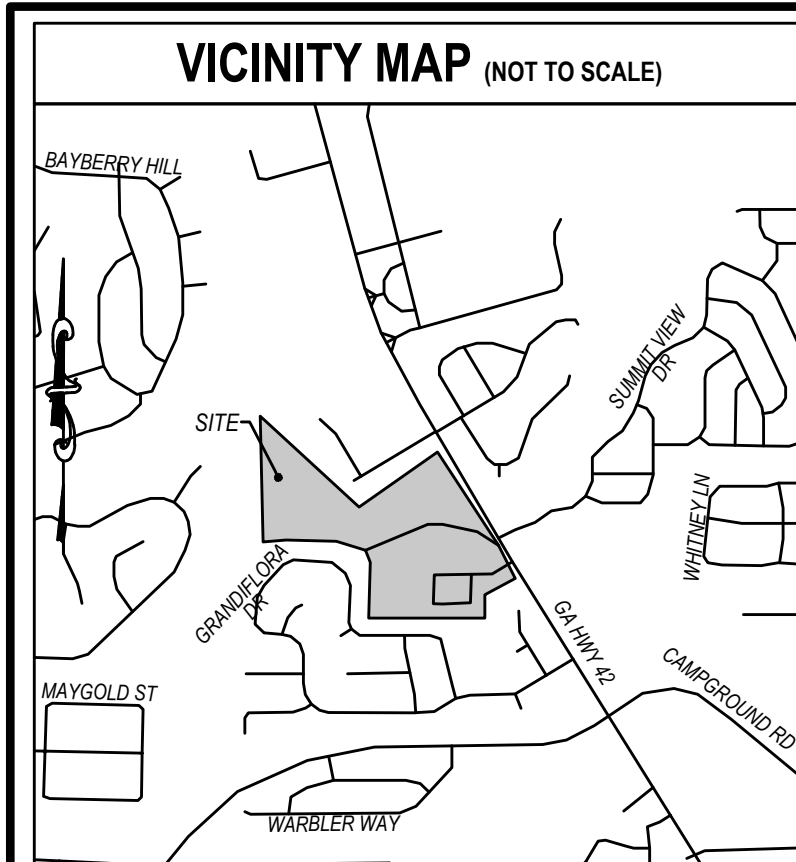
C2

PALMBERG TR

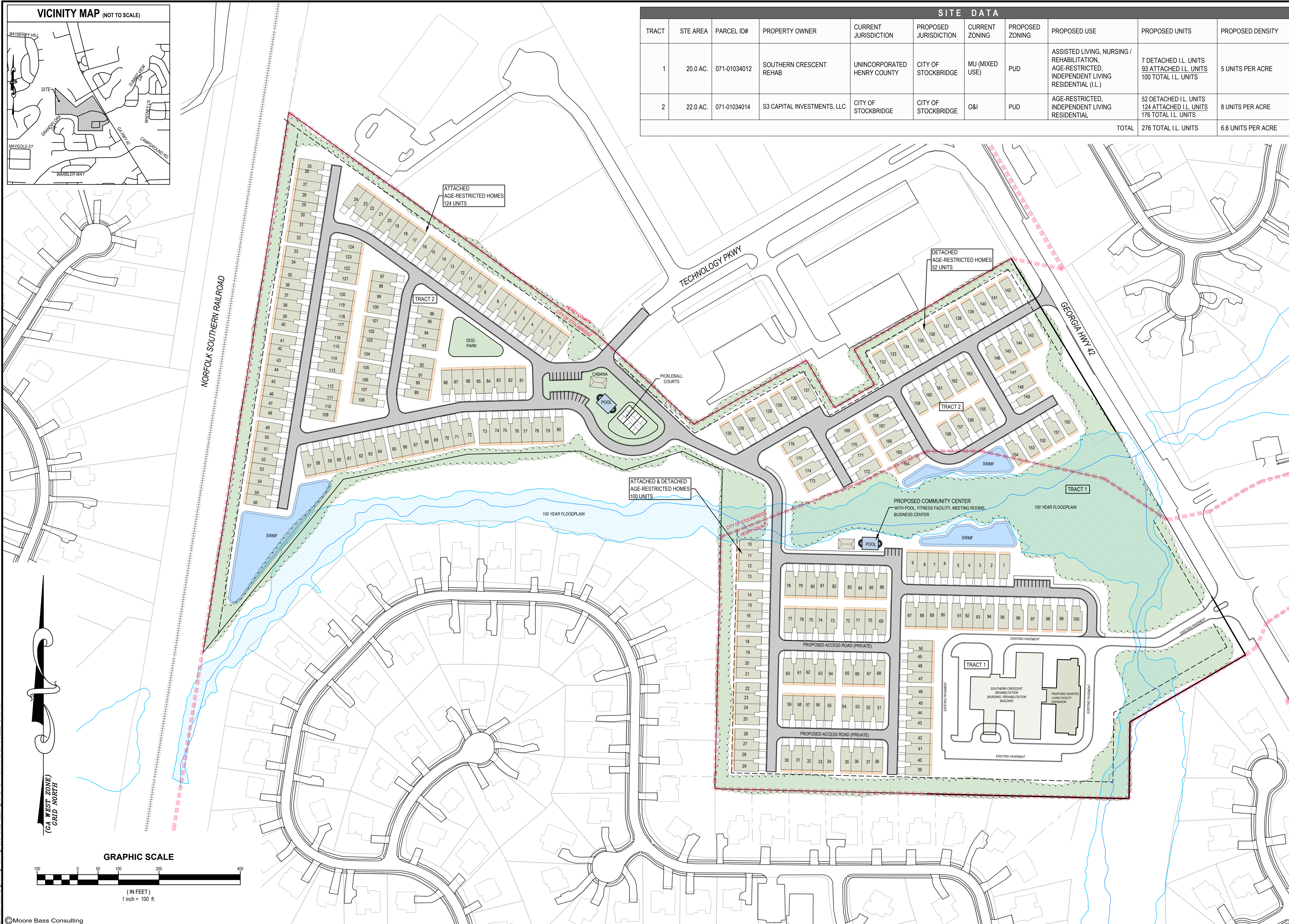
TRIPETA

MU
To be Annexed

CAROLINUS CT



SITE DATA										
TRACT	STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS	PROPOSED DENSITY
1	20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS	5 UNITS PER ACRE
2	22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS	8 UNITS PER ACRE
TOTAL									276 TOTAL I.L. UNITS	6.6 UNITS PER ACRE



 Moore Bass Consulting, Inc.	
• Civil Engineering • Land Surveying • Development Consulting • Landscape Architecture • Environmental Permitting	
www.moorebass.com TALLAHASSEE • ATLANTA	
1350 Keys Ferry Court McDonough, GA 30253 770.914.9394	
SOUTHERN CRESCENT INDEPENDENT LIVING	S3 CAPITAL INVESTMENTS, LLC
PROJECT NAME	CLIENT NAME
REVISIONS	
A3501.0002-REV	
DATE	12-15-2021
CONTRACT #	
DRAWN BY	SDM
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	
1350 KEYS FERRY COURT MC DONOUGH, GA 30253 LIC# 41173	
SEAL	
SHEET TITLE	
CONCEPTUAL SITE PLAN	
SHEET	1

RESERVED FOR CLERK OF THE SUPERIOR COURT

THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR UNRECORDED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.

UTILITIES SHOWN ARE LOCATION VISIBLE AT TIME OF SURVEY. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THIS DATA.

SURVEY ORDERED BY: KHALED EL-SAWI
FIELDWORK COMPLETED ON: 4-28-2021
A SEARCH WAS MADE FOR NGS MONUMENTS AND NONE WERE FOUND WITHIN 500' OF SITE.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Tim L. Miller GA. RLS # 3150 Date: 4-29-2021

SURVEYORS CERTIFICATION:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,985 FEET AND AN ANGULAR ERROR OF 0.01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET. EQUIPMENT USED: TOPCON GTS-313.

AS PER OFFICIAL FLOOD INSURANCE MAPS BY THE F.E.M.A., A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA (ZONE A) AS PER COMMUNITY - PANEL NUMBER 13151C0156D DATED: OCTOBER 6, 2016

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THE MONUMENTS REFERENCED HEREON, EXIST AND THEIR SIZES, LOCATIONS AND MATERIALS ARE CORRECTLY SHOWN.

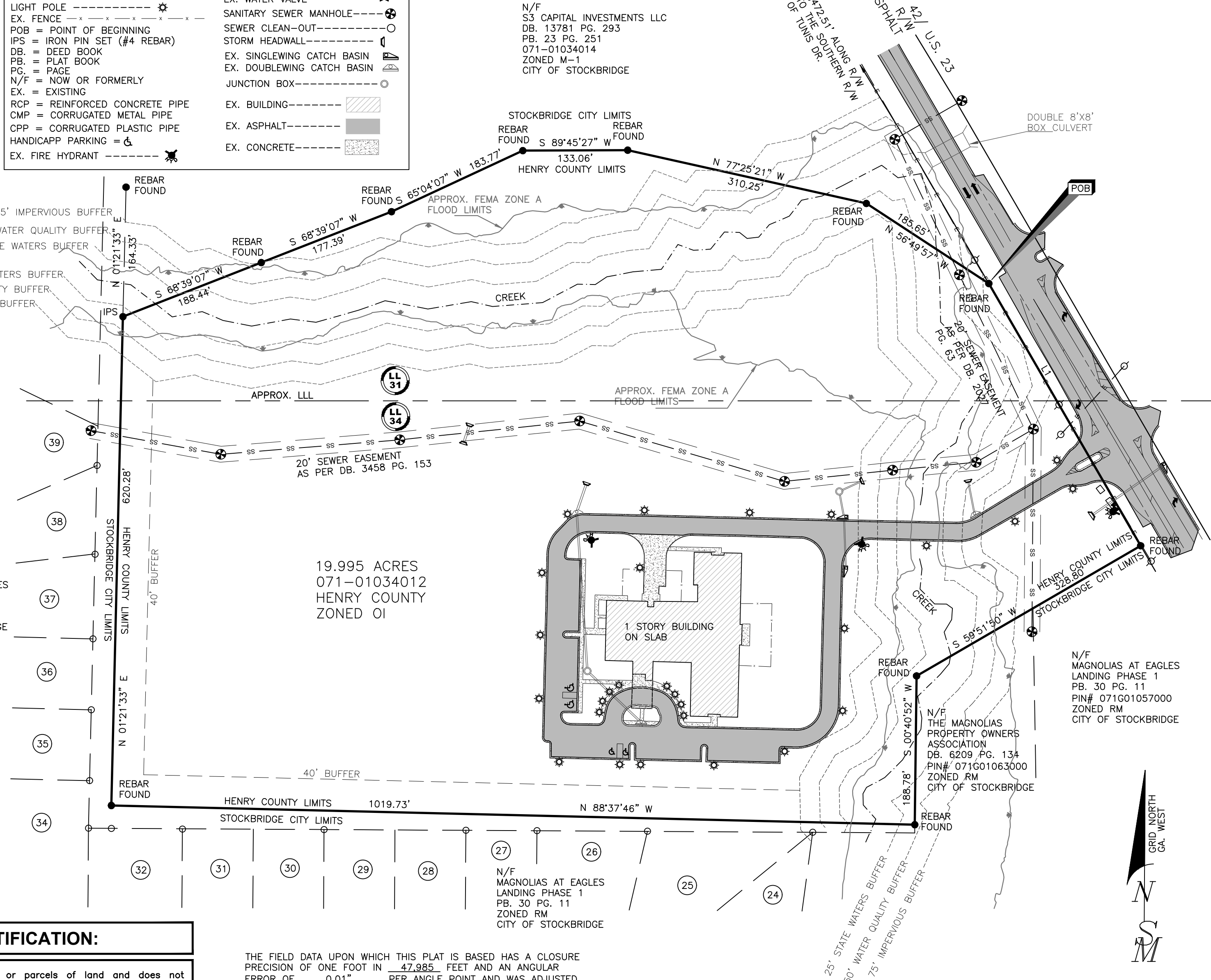
GENERAL NOTES:

AREA: 19.995 ACRES
PARCEL: 071-01034012
ZONED OI
MINIMUM LOT AREA= 10,000 SQ.FT. (COUNTY WATER & SEWER)
MINIMUM LOT WIDTH=125'
FRONT SETBACK----- 50'
REAR SETBACK----- 20'
SIDE SETBACK:----- 15'
SEWER AS PER HCWA.
WATER AS PER HCWA



LEGEND	
WOODEN POWER POLE	---
EX. OH POWER LINES	---
LIGHT POLE	---
EX. FENCE	---
POB = POINT OF BEGINNING	
IPS = IRON PIN SET (#4 REBAR)	
DB. = DEED BOOK	
PB. = PLAT BOOK	
PG. = PAGE	
N/F = NOW OR FORMERLY	
EX. = EXISTING	
RCP = REINFORCED CONCRETE PIPE	
CMP = CORRUGATED METAL PIPE	
CPP = CORRUGATED PLASTIC PIPE	
HANDICAPP PARKING	
EX. FIRE HYDRANT	
EX. WATER METER	
EX. WATER VALVE	
SANITARY SEWER MANHOLE	
SEWER CLEAN-OUT	
STORM HEADWALL	
EX. SINGLEWING CATCH BASIN	
EX. DOUBLEWING CATCH BASIN	
JUNCTION BOX	
EX. BUILDING	
EX. ASPHALT	
EX. CONCRETE	

LINE CALL CHART		
LINE	BEARING	DISTANCE
L1	S 30°04'30" E	384.49'



BOUNDARY SURVEY
S3 CAPITAL INVESTMENTS LLC
TRACT 2 19.995 ACRES
LAND LOTS 31, & 34,
7th. DISTRICT
HENRY COUNTY, GEORGIA

SIBLEY-MILLER
SURVEYING & PLANNING INC.

*CIVIL ENGINEERING
*TOPOGRAPHICAL SURVEYS
*LAND DEVELOPMENT DESIGN
*CONSTRUCTION LAYOUT
*LAND PLANNING
*LAND SURVEYING
212 WEST CAMPGROUND RD
McDONOUGH, GA. 30253
PHONE: (770) 320-7555
FAX: (770) 320-7333
www.sibleysurveying.com

PROJECT #: **B15008**
BOUNDARY SURVEY
19.995 ACRES

DRAWN BY: TLM
SCALE: 1" = 100'
DATE: 04/29/2021

RECEIVED IN OFFICE
HENRY COUNTY
CLERK OF SUPERIOR COURT

2014 OCT 22 PM 1:30

BK: 13781 PG: 293-299
Filed and Recorded Oct-23-2014 08:51:45AM
DOC#: D2014-023643
Real Estate Transfer Tax Paid \$110.00
0752014007392
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT Henry County GA.

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK144911
Auction #JDA30-7102

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made and entered into this 16th day of October, in the year two thousand fourteen, by and between

HARVEST POINT UNITED METHODIST CHURCH, INC.

of the County of Henry, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

S3 CAPITAL INVESTMENTS, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 31, 32 and 33, 7th District, Henry County, Georgia, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

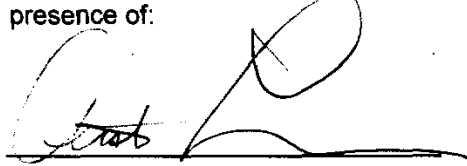
This conveyance is made and authorized in accordance with and pursuant to *The Book of Discipline of the United Methodist Church (2012)*, as set forth and confirmed in and by that certain Certification and Consent, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

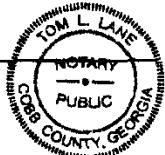
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered in the presence of:

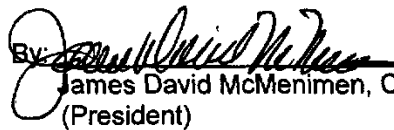

Witness


Notary Public



My Commission Expires
October 2, 2018

HARVEST POINT UNITED METHODIST
CHURCH, INC.

By:  (SEAL)
James David McMenimen, Chairman
(President)

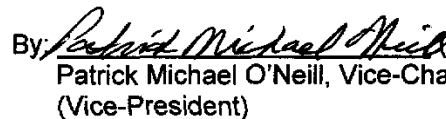
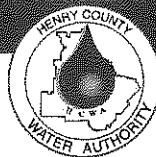
By:  (SEAL)
Patrick Michael O'Neill, Vice-Chairman
(Vice-President)

EXHIBIT A

TRACT I: All that tract or parcel of land lying and being in Land Lots 31, 32 and 33 of the 7th District of Henry County, Georgia, and being 14.169 acres designated as Tract I on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set on the Southwestern right-of-way line of S.R. 42/U.S. 23 (80' R/W), said iron pin being 2,721.51 feet Southeasterly as measured along said right-of-way line from its intersection with the Southern right-of-way line of Tunis Drive; thence leaving said right-of-way line South 59 degrees 56 minutes 54 seconds West 447.09 feet to a ½" R.R. found; thence proceeding South 30 degrees 02 minutes 01 second East 100.14 feet to an iron pin set; thence proceeding South 59 degrees 55 minutes 51 seconds West 113.17 feet to an iron pin set; thence proceeding North 30 degrees 04 minutes 09 seconds West 138.00 feet to a ½" R.R. found; thence proceeding South 59 degrees 55 minutes 51 seconds West 320.47 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING; thence proceeding from said true point of beginning South 23 degrees 24 minutes 14 seconds West 71.99 feet to a ½" R.R. found; thence proceeding South 71 degrees 56 minutes 43 seconds West 150.56 feet to a ½" R.R. found; thence proceeding North 65 degrees 57 minutes 01 second West 115.18 feet to a ½" R.R. found; thence proceeding South 88 degrees 21 minutes 41 seconds West 280.93 feet to a ½" R.R. found; thence proceeding South 78 degrees 36 minutes 17 seconds West 311.03 feet to a ½" R.R. found; thence proceeding South 38 degrees 58 minutes 41 seconds West 549.45 feet to a ½" R.R. found on the Eastern right-of-way line of Southern Railway (150' R/W); thence proceeding along the Eastern right-of-way line of Southern Railway North 09 degrees 06 minutes 42 seconds East 1,345.95 feet to an iron pin set; thence leaving the Eastern right-of-way line of Southern Railway South 54 degrees 14 minutes 16 seconds East 932.52 feet to a ½" R.R. found; thence proceeding South 47 degrees 05 minutes 54 seconds East 325.48 feet to a ½" R.R. found at the TRUE POINT OF BEGINNING.

TRACT II: All that tract or parcel of land lying and being in Land Lot 31 of the 7th District of Henry County, Georgia, and being 7.841 acres designated as Tract II on a plat of survey prepared for Davis Development, Inc., prepared by Carlton Rakestraw, Jr. of Carlton Rakestraw & Associates, Ga. R.L.S. #2236, dated July 11, 2003, and last revised September 3, 2003, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:



Henry County Water Authority
Engineering Division

May 23, 2022

Re: Water and Sewer Services - Availability

Proposed Development: **Age Restricted Residential Development**

Property Information: **2125 Hwy 42 North Parcel Nos. 071-01034012, 071-01034014**

LLs 31, 32, 33 & 34; District 7; 42.0+/- acres

Zoning: **PUD**

Sewer Basin: **Walnut Creek**

Watershed Basin: **Big Cotton Indian**

TO WHOM IT MAY CONCERN:

You have requested that this Authority provide you with information concerning the present availability of water and sewer services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of **365** days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property described above. A fire flow test calculated in the area revealed the following data:

Static:	108	psi
Residual:	98	psi
Flow	1570	gpm
Calculated Flow @ 20 psi:	5080	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said proposed conditional use as established by the Henry County Board of Commissioners.

Sewage treatment and sewer line capacity are available for the property. *Please note that the proposed layout for the project is in conflict with an existing 8-inch sewer line; consequently, the sewer will have to be relocated at the developer's expense. Additionally, an easement will be required to access the sewer line from Hwy 42 North.*

The Authority provides water and sewer services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water and sewer services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water or sewer capacity is not available, you will be notified in writing.

This letter was prepared with information submitted to HCWA on a Conceptual Site Plan dated 05/17/22 prepared by Moore Bass Consulting, Inc.

 Date:
2022.05.23
09:12:01 -04'00'

Scott Sage, P. E.
Engineering Division Manager
Henry County Water Authority



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STATEMENT OF INTENT

and

Other Material Required by
City of Stockbridge Zoning Ordinance

For

Annexation and Future Land Use Map Amendment

of

**S3 Capital Investments, LLC
c/o Battle Law, P.C.**

for

19.995 +/- Acres located at PIN#071-01034012, 071-01034014
Highway 42 and Summit View Drive

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
Habersham at Northlake, Building J, Suite 100
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I. LETTER OF INTENT

S3 Capital Investments, LLC (the “Applicant”) is requesting annexation into the Incorporated City of Stockbridge for the rezoning of 19.995 acres of land, which is further described as parcels 071-01034012 and 071-01034014. The subject property is currently developed under the unincorporated Henry County Office and Institutional and Mixed-Use zoning districts. The applicant is requesting to be rezoned from OI and MU there will be a companion Future Land Use Map Amendment request to change the land use designation from Light Industrial to Low-Density Vertical Mixed-Use.

The subject property will be adjacent to the Southern Crescent Rehabilitation Center, which is zoned Mixed Use. S3 Capital Investments’ proposal includes 52 detached housing units and 124 attached units for an age-restricted independent living community. The applicant is requesting the petition of zoning and other applicable zoning actions to obtain approval and acceptance of the annexation of both parcels of land which will include a total of 276 total units, which 100 of the units will be provided as part of the South Crescent tract that is designated for assisted living, nursing and rehabilitation.

STE AREA	PARCEL ID#	PROPERTY OWNER	CURRENT JURISDICTION	PROPOSED JURISDICTION	CURRENT ZONING	PROPOSED ZONING	PROPOSED USE	PROPOSED UNITS
20.0 AC.	071-01034012	SOUTHERN CRESCENT REHAB	UNINCORPORATED HENRY COUNTY	CITY OF STOCKBRIDGE	MU (MIXED USE)	PUD	ASSISTED LIVING, NURSING / REHABILITATION, AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL (I.L.)	7 DETACHED I.L. UNITS 93 ATTACHED I.L. UNITS 100 TOTAL I.L. UNITS
22.0 AC.	071-01034014	S3 CAPITAL INVESTMENTS, LLC	CITY OF STOCKBRIDGE	CITY OF STOCKBRIDGE	O&I	PUD	AGE-RESTRICTED, INDEPENDENT LIVING RESIDENTIAL	52 DETACHED I.L. UNITS 124 ATTACHED I.L. UNITS 176 TOTAL I.L. UNITS
TOTAL								276 TOTAL I.L. UNITS

The applicant currently has a list of conditions for the proposed development that is being revised for the transition into the City of Stockbridge. This document is currently being drafted and will be submitted as an attachment to this application.



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This document is submitted as a Statement of Intent with regard to this Application, preservation of the Applicant's constitutional rights, and an application of the criteria provided in the Steinberg Act to provide a rigorous analysis of the proposed rezoning and land use amendment. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

II. REVIEW CRITERIA FOR JUSTIFICATION

- A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property** The zoning proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

The Subject Property is abutted by a residential neighborhood to the south. There are commercial-zoned parcels adjacent east and north of the property. The Southern Crescent site is currently developed and the adjacent tract, which is referenced as tract 2 is currently undeveloped with heavy tree coverage throughout the parcel. The proposed use appears to be suitable in view of the surrounding properties as a residential addition to the Highway 42 corridor.

- B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property** The land use amendment and zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.

The proposed land use amendment and zoning proposal will allow the Applicant to improve upon the area surrounding the Subject Property by bringing high-quality architectural design, road access through the Subject Property, jobs, and senior services that are in high demand according to the regional market.



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- C. Whether the property will be affected by the zoning proposal has a reasonable economic use as currently zoned.**

The Subject Property does have a reasonable economic use as zoned. However, the land-use amendment and zoning proposal will not change this fact. There is an annexation request which will allow this development to be added to the City of Stockbridge. We believe that this project would best benefit from the regulations established within the City of Stockbridge Zoning Ordinance.

- D. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.**

The land use amendment and zoning proposal will not result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

- E. Whether the zoning proposal is in conformity with the policy and intent of the land-use plan. The land use amendment and zoning proposal is in conformity with the policy and intent of the land-use plan.**

The zoning proposal is appropriate for the simultaneous land use amendment because the assigned land use designation is not compatible as industrial land use. The proposed site will be residential with a low-density yield. The requested change appears to be more conforming with the area given that there are existing residential land uses adjacent to the subject property.

- F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**



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The Applicant is aware of the conditions that were assigned by Henry County's staff. The applicant intends to carry some of the conditions with some alterations in the language that will best suit the development regulations and policies of the City of Stockbridge.



III. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in



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violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City Council/ Commission to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted. The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property.



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This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of Henry County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

The portions of the City of Stockbridge Ordinance, facially and as applied to the Subject Property, which restricts or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stockbridge Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.



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A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal to allow the special land use permit in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution

IV. Conclusion

Thank you for your consideration for this project. The applicant is more than willing to provide any additional documents and supporting details. For the foregoing reasons, the Applicant respectfully requests that the simultaneous Annexation, Land Use Amendment, and Rezoning application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stockbridge so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 1st day of June 2022.

Respectfully submitted,

Michele Battle
Michele L. Battle, Esq. Attorney for the Applicant

c/o Tyler McSwain, Senior Urban Planner



