



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Yolanda Barber

Councilman Elton Alexander

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Samantha Embry

**Council Meeting
Agenda
August 14, 2023 6:00 PM**



STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, AUGUST 14, 2023 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

- 1 Adoption of the Minutes for 6/12/2023
- 2 Adoption of the Minutes for 6/20/2023

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

CEREMONIAL REVIEW

- 3 Review of the Swearing In Ceremony for the Planning Commission and Downtown Development Authority Board Members and Retirement for Melinda Davies (20 years of service)

PRESENTATION

- 4 **STOCKBRIDGE DOWNTOWN BIKE AND PEDESTRIAN STUDY.** The City of Stockbridge Mayor and City Council will hold a public hearing on Monday, August 14, 2023 at 6:00 p.m., in the Stockbridge City Hall, located at 4640 North Henry Boulevard in Stockbridge, Georgia, to hold the first review of the Stockbridge Downtown Bike and Pedestrian Study, which has been prepared by Keck & Wood, in consultation with the City of Stockbridge Community Development Department. The Study is part of the Atlanta

Regional Commission's Livable Centers Initiative (LCI) Program. Its purpose is to define a proposed project which would improve pedestrian and bicycle infrastructure throughout Downtown Stockbridge. The boundaries of the Study Area are listed below. The public may review the proposed boundaries, ask questions, and provide comments on the existing conditions and proposed improvements. Written statements may be e-mailed to Robert Renwick of Keck & Wood at rrenwick@keckwood.com.

- ~ US 23 from East Atlanta Road to Burke Street.
- ~ Burke Street from US 23 to Davis Road.
- ~ Love Street from Burke Street to East Atlanta Road.
- ~ Jim Clark Drive from MLK Senior Heritage Trail to Burke Street.
- ~ Lovejoy Street from Burke Street to MLK Senior Heritage Trail.

UNFINISHED BUSINESS

- 5 Council consideration to revise Chapter 10.12 of the city's code of ordinances governing parking regulations. Parking Ordinance Revisions

- Presented by: Frank Trammer

PUBLIC HEARING

- 6 **COMPREHENSIVE PLAN FIVE-YEAR UPDATE.** The City of Stockbridge Mayor and City Council will hold a public hearing on Monday, August 14, 2023 at 6:00 p.m., in the Stockbridge City Hall, located at 4640 North Henry Boulevard in Stockbridge, Georgia, to consider a request by the City of Stockbridge Community Development Department to adopt the Five-Year Update to the City of Stockbridge Comprehensive Plan, 2018-2023, which is required by the Georgia Department of Community Affairs. The Five-Year Update would be effective from 2024 to 2028. It is being prepared by the Atlanta Regional Commission (ARC) in consultation with the City of Stockbridge Community Development Department. The Five-Year Update comprises an update to reflect recent development patterns in the City, and it also includes a new Future Land Use Plan and Map. The land use categories have been modified to make needed corrections and clarifications, and to include the new zoning districts which were created through the adoption of the Stockbridge Unified Development Code on March 14, 2022. - Presented by: Ryan Anderson

NEW BUSINESS

- 7 Council consideration to renew the contract for Emergency Services for Civil Engineering Services with Whitley Engineering, not to exceed a 6 -month timeframe. - Presented by: Ryan Anderson
- 8 Council consideration to accept \$905,575 in grant funding from the Governor's Office of Planning and Budget Public Safety and Community Violence Redaction (PSCVRG0 Grant Program. - Presented by: Frank Trammer

- 9 Council consideration to appoint board members to the City of Stockbridge Police Department Citizen-Police Advisory Council - Presented by: Frank Trammer

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

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.stockbridgega.org, the city's Facebook page or contact City Hall offices at 770-389-7900 for meeting updates.

- Downtown Development Authority Meeting, 3rd Tuesday of each month Welcome Center 130 M L King, Sr. Heritage Trail (Aug 15)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Aug 15)
- Planning Commission Meeting, 6:30 p.m. - City Hall Council Chamber 4th Thursday of each month– (Aug 24)
- City Council Work Session Meeting, last Tuesday of each month at 6:00 p.m. – City Hall Council (Aug 29)
- Main Street Advisory Board Meeting, 2nd Friday of each month – Welcome Center located at 130 M L King, Sr. Heritage Trail at 9am (Sep 8)
- City Council Meeting, 2nd Monday of each month at 6:00 p.m. – City Hall Council Chamber (Sep 11)
- Youth Council Meeting, 6:30 p.m. - 2nd Monday of each month - City Hall Levi Meeting Room - City Hall (Sep 11)
- Citywide Development Authority Meeting, 2nd Tuesday of each month 6:00 p.m. - City Hall Levi Meeting Room (Sep 12)
- Planning Commission Meeting, 6:30 p.m. - City Hall Council Chamber 4th Thursday of each month– (Sep 28)

UPCOMING CITY EVENTS/INITIATIVES

- Join us for Food Truck Tuesday from 5:30 p.m. to 8:30 p.m. at Clark Community Park 111 Davis Rd. Lots and great food and activities for everyone. The last Food Truck Tuesday Event for the 2023 Season is August 29th.
- Join Councilman Thomas for the Don't Trash Stockbridge initiative centered around education highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Councilman Thomas is honoring Veterans with a *Continuous Salute* all year long. Please send your pictures of Veterans with their name, branch, rank and years of service to rrawls@cityofstockbridge-ga.gov
- Join Councilman Blount for Bingo Bash, Wednesday, August 16th from 10am – noon at the Merle Manders Conference Center located at 111 Davis Rd.

- Join Mayor Ford for Meet the Mayor on Monday, August 28th from 10am – noon. Please contact Rosalynd Rawls to schedule an appointment at 678-833-3348 or via email at rrawls@cityofstockbridge-ga.gov

Get your tickets for the upcoming 2023 Stockbridge Concert Series by visiting stockbridgeamp.com or in person at the ticket office located at 4650 North Henry Blvd. Thursday – Saturday from 1pm – 5pm.

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



CITY COUNCIL MEETING SUMMARY MINUTES

MONDAY, JUNE 12, 2023 6:00 P.M.

Mayor & City Council

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

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 Kim Allonce.

The 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 present except Councilwoman Gantt.

Councilman Blount motioned to amend the Agenda removing Item #6 and Item #7 from the Agenda at the Applicant's request, to be heard at the July 10th meeting: Seconded by Councilman Alexander. The motion passed unanimously.

Councilman Blount motioned to adopt the Agenda as amended: Seconded by Councilman Alexander. The motion passed unanimously.

Councilman Alexander motioned for the adoption of the Minutes: Seconded by Councilman Blount. The motion passed unanimously.

1. Adoption of the April 10, 2023 Meeting Minutes
2. Adoption of the April 25, 2023 Meeting Minutes

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. There were no public comments.

CERIMONIAL

3. Mayor Ford reviewed proclamations presented prior to the start of the meeting recognizing and celebrating Caribbean Heritage Month, National Pride Month, Juneteenth, and Father's Day.

PRESENTATION

4. First Quarter Henry County Transportation Advisory Group Update
Presented by: Eniel Gonzalez, Stockbridge Representative
Mr. Gonzalez gave a brief overview noting the Transportation Advisory Group (TAG) was adopted on August 4, 2020 with ten representatives appointed by city and county officials and hold two-year terms; noted the committee engages and receives input from citizens on the transportation planning process, makes recommendations on transportation projects, and assists in the implementation of the transportation plan; referenced three major transportation planning projects which include: the update to the Comprehensive Transportation Plan (CTP), the development of the Transit Master Plan, and the development of the Trails Plan; noted the Henry County Transportation Plan was updated in 2016 with long-term funding and implementation plans for the next 30 years and addresses the quality of life and congestion relief with emerging technology project recommendations; noted the Transit Plan is a 30-year plan that addresses existing and projected conditions, improves the quality of life, makes recommendations for short, mid, and long range, and includes rebranding; noted there are only 3 identified trails within the county and the Trails Plan would develop a mid and long term plan to establish locations and acquire funding from T-SPLOST and help with economic growth; noted the adoption of the Henry County Transportation Plan, Transit Master Plan, and the Trails Plan in 2022.

Mr. Gonzalez presented the City with the 2023 first quarter updates noting a 30-year list for implementation, county received a grant for a new local bus service with the purchase of a new bus, the launch of a micro-transit or on-demand transit service, major road projects such as the commercial vehicle lanes on I-75 from Macon to McDonough, developing a new interchange on I-75 at Bethlehem Rd., constructing a western parallel connector, and the Rock Quarry road widening.

Mayor Ford inquired about the city's Trail Plan and noted only seeing the county trails.

Councilman Alexander noted the City of Stockbridge passed a Trails Plan in 2017 with a \$22 million budget to build the city's own beltline from T-SLPOST.

Mr. Gonzalez noted the first quarter updates included countywide projects and that future presentations would include Stockbridge specific updates.

Councilman Blount asked Mr. Gonzalez what the greatest needs are at this time.

Mr. Gonzalez responded that the greatest needs are recommendations for grants and input on designs.

Mr. Gonzalez noted the county was the winner of the 2022 Georgia Smart Communities Challenge Grant which develops web-based tools to assess impact and potential new greenspace; noted receiving federal funding in the amount of \$7 million from the Atlanta Regional Commission (ARC); noted and upward trend in crashes the last 5-years.

Mr. Gonzalez referenced current SPLOST resurfacing projects, transit services, extended agreement with State Road & Tollway Authority (SRTA) to construct a park-and-ride facility on Jonesboro Rd near I-75, developing a city-county joint wayfinding plan in FY 2024, and county considering telework and alternate work schedules.

Councilman Thomas recommended citizens attend the Transportation Advisory Group (TAG) meetings to allow their voices to be heard with traffic concerns and looks forward to future updates.

PUBLIC HEARING

5. CITY OF STOCKBRIDGE – TEXT AMENDMENT CASE #TX-2023-01. **COUNCIL DISTRICT: Citywide.**

Consideration of a text amendment to the Stockbridge Unified Development Code (UDC) in Section 2.5.2(D)(12) and Section 2.5.3(F)(11) to allow hookah bars/lounges, cigar bars/lounges, and tobacco/vape shops as ancillary uses to the primary use of a restaurant / lounges. Currently, the above uses are Prohibited Uses within the Parkway Mixed-Use (PMU) Overlay District and the Downtown Village (DV) Overlay District.

Presented by: Brecca Carter, Community Development Director
Ms. Carter noted currently, the proposed use for hookah bars/lounges, cigar bars/lounges and tobacco/vape shops are prohibited within areas which have an overlay district designation: Parkway Mixed-Use (PMU) Overlay District and the Downtown Village (DV) Overlay District; noted the Parkway Mixed-Use (PMU) overlay district includes properties which abut major corridors and prominent intersections throughout the City limits, while the Downtown Village (DV) overlay district includes the entirety of downtown Stockbridge area; noted the Community Development Department has received several inquiries to allow the above-referenced uses as an ancillary/secondary use within a current restaurant/lounge business operation within the city; noted this amendment would allow businesses within the downtown area and along major corridors the ability to expand their client base and offer a variety of uses/entertainment within

a restaurant or lounge location; noted as an ancillary use, it is Community Development's recommendation that the sales revenue of the ancillary use meet the sales revenue requirement of 51% food, 49% hookah/cigar/tobacco/vape bar sales; noted this is the current food sales – to alcohol sales revenue model currently in place for restaurants.

Ms. Carter noted the Community Development staff requests that the Planning Commission & City Council approve for hookah bars/lounges, cigar bars/lounges and tobacco/vape shops to be allowed as an ancillary use within not to exceed more than 49% of sales revenue within all applicable restaurant or lounge. Mrs. Carter also noted the Planning Commission recommends denial.

Councilman Thomas noted he was not in favor nor against the idea and will remain neutral on the matter.

Councilwoman Gantt suggested having business owners present to the City Council with their specific situation, noting she does not support hookah/vaping within restaurants where families are trying to enjoy a meal, and that these types of businesses should be a stand-alone facility; and expressed a concern for over saturating the area, and suggested staff do more research.

Councilman Blount noted he also did not want to see one particular area saturated with hookah lounges and suggested putting in stipulations and regulations for air quality.

Councilman Alexander noted the requirement would be a separate room with adequate ventilation, noting there are restaurants operating in and around Stockbridge currently offering this service, and the restaurants in Stockbridge cannot economically compete.

Public Hearing Opened
Speakers in Favor - None
Speakers Opposed – Regina Ubadinira
Public Hearing Closed

Councilwoman Gantt motioned to Table to the July 10th meeting with the following tasks: Seconded by Mayor Pro Tem Barber. The motion passed unanimously.

- 1) Address all code items within Zoning and Business Licenses
 - One-mile radius requirements
 - Percentage allowance of revenue for cigar/hookah to be lower than 49%

- 2) Proper ventilation (Regulated by the Henry County Environmental Health Dept.)
- 3) Require a separate room for ventilation
- 4) Remove request for vape, tobacco shops altogether in the amendment
- 5) Remove restaurants — hookah & cigar bars within Sports Bar/lounges
- 6) Conduct research on what percentage of revenue to be allowed for local cities: Hampton, McDonough, Jonesboro, College Park, Hapeville
- 7) Number of these uses within the City of Stockbridge currently (Code Enforcement concerns)
- 8) Obtain business license for this ancillary use

6. **COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-04.**

COUNCIL DISTRICT: 2 and 3. Vista formally requests a 30-day deferral of both the rezoning and Comp Plan amendment applications.

Consideration of a request for a Comprehensive Plan Amendment to assign the future land use designation of 'High-Density Residential' to certain property on Flippen Road, to allow for the construction of a mixed-use residential development, including commercial and office uses. The applicant is Vista Residential Partners (c/o Dennis J. Webb, Jr.). The property contains three parcels in Land Lot 38 of District 12, as are listed below, with 276.91+/- total acres within the Stockbridge City Limits.

Parcel #030-01004000—Large parcel with 249.19 +/- acres, located between Flippen Road and Interstates 75 & 675; Parcel #030-01003001—Medium-sized parcel with 24.97 acres, located at 630 Flippen Road; Parcel #030-01004008 -- Small parcel with 2.75 acres, located at 384 Flippen Road.

Presented by: Ryan Anderson, Chief Planner

Item deferred to the July 10th meeting at the Applicant's request.

7. **REZONING CASE #RZ-2022-05.** **COUNCIL DISTRICT: 2 and 3.** Vista formally requests a 30-day deferral of both the rezoning and Comp Plan amendment applications.

Consideration of a request for rezoning to assign the 'PUD' (Planned Unit Development) district to certain property on Flippen Road, to allow for the construction of a mixed-use residential development, including commercial and office uses. The applicant is Vista Residential Partners (c/o Dennis J. Webb, Jr.). The property contains three parcels in Land Lot 38 of District 12, as are listed below, with 276.91+/- total acres within the Stockbridge City Limits. Parcel #030-01004000—Large parcel with 249.19 +/- acres, located between Flippen Road and Interstates 75 & 675; Parcel #030-01003001—Small parcel with 24.97 acres, located at 630 Flippen Road. Parcel #030-01004008---Small parcel with 2.75 acres, located at 384 Flippen Road.

Presented by: Ryan Anderson, Chief Planner

Item deferred to the July 10th meeting at the Applicant's request.

8. **CONDITIONAL USE PERMIT CASE #CU-2023-01.**

COUNCIL DISTRICT: 4.

Consideration of a request for a conditional use permit to allow for the development of a place of worship at 713 Valley Hill Road. The property is in Land Lot 103 of District 12, and it contains 4.000 +/- acres within the Stockbridge City Limits. The Planning Commission recommended approval with the Staff's conditions, plus they added one condition--that the applicant hold a Community Meeting prior to the June 12th Council meeting. The applicant held that meeting on Monday, June 5th.

Presented by: Ryan Anderson, Chief Planner

Mr. Anderson gave an overview of the case noting the subject property at 713 Valley Hill Road is owned by the applicant, Victory Worship Center Church of God in Christ, Inc. The applicant also owns the adjacent property to the west, Parcel #029-01009001. Both properties have been owned by the applicant since 2005. Victory Worship Center is an existing church in the City of Stockbridge. It is located at 6043 North Henry Boulevard, within Council District 4. The church currently operates out of retail space in a commercial center, and it seeks to build a new church building on the property which it has owned since 2005 on Valley Hill Road. The subject property was annexed into the City from unincorporated Henry County due to the passage of the 2022 Annexation Referendum. —The applicant previously obtained approval in 2006 from Henry County for a Conditional Use Permit to use the property at 713 Valley Hill Road for a place of worship (church). However, since the property was annexed into the City, the conditional use permit which was issued by Henry County is not valid within the City of Stockbridge, and the City required the applicant to apply for a new conditional use permit. For tax assessment purposes, the Henry County Tax Assessors' Office maintains a list of churches within the City of Stockbridge. As of May 22, 2023, there were twenty-five (25) churches within the Stockbridge City Limits. Of those, the Planning and Zoning Staff has determined that fourteen (14) of them were located within Council District 4, including the applicant's existing church at 6043 North Henry Boulevard. The applicant has submitted a joint site plan showing both development proposals and the existing residence. The proposed sanctuary building for the place of worship would have 12,586 total square feet, of which 3,360 square feet would comprise the largest assembly area (60' X 56'). The townhome development would have 56 units and a density of 7.12 units per acre. All townhome units would have three or four bedrooms. The Church would have 112 parking spaces with an additional 9 parking spaces for a total of 121 and has two existing residences with two parking spaces.

Mr. Anderson noted the applicant seeks to construct a church building on property which it has owned since 2005. Although the applicant already obtained approval from Henry County in 2006 for a conditional use permit

to build a place of worship (church) on the subject property, that conditional use permit became void when the applicant's property was annexed into the City. The applicant therefore is seeking a new conditional use permit from the city. If the requested conditional use permit is approved, the applicant would relocate its existing church from its leased retail space at 6043 North Henry Boulevard to a new building to be constructed on the subject property at 713 Valley Hill Road. The applicant meets the required Standards for Places of Worship, as well as the required Standards for Granting Conditional Use Permits. In view of these facts, as well as the foregoing analyses, the Planning and Zoning Staff concludes that the applicant's request for a conditional use permit via CU-2023-01 to allow the use of the subject property for a place of worship (church) via would be acceptable and should be approved, with conditions such as: 1. Site Plan – The proposed townhome development shall be constructed according to a design which is very similar to the one which is shown on the applicant's submitted conceptual site plan, entitled "Proposed Victory Worship Center—Master Plan" (Sheet No. AS-1), prepared by Acme Group, Intl. LLC and dated February 20, 2023, which was received by the Planning and Zoning Office on May 16, 2023. 2. Additional Buildings, Uses, and Activities—If additional buildings, uses, or activities are proposed on the subject property, these shall meet the requirements of Subsection 3.2.24(E) of the Unified Development Code. In particular, for the establishment of a church parsonage, a "parsonage lot" shall be delineated on the property; and no day care centers shall operate on the property since it is residentially zoned. 3. Parking Provision—Sufficient parking shall be provided at all times to adequately accommodate the anticipated growth in church membership, as well as the holding of special events with significant numbers of guests. Such parking may include church bus or van parking, offsite parking within a specified distance via a shared parking agreement, or another acceptable provision, to be determined and approved by the Planning and Zoning Office.

Mayor Ford asked the applicant about the outcome of the the June 5th Zoom meeting with the community.

Pastor Nation noted over 130 letters were sent out to residents to join with only about 20 attending and 3 to 4 vocalizing their disapproval.

Councilman Alexander noted he was unaware the County approved the Conditional Use and asked when it was approved and how long the applicant has been at the site location.

Mr. Anderson noted the Conditional Use was approved in 2006 and Pastor Nation noted they have been meeting at the current location for 20 years.

Pastor Nation noted the requirement was to only notify residents adjacent to their property, however, noting the contention, they went beyond the requirement and notified 130 area residents.

Mayor Pro Tem Barber noted as the District Representative, she must listen to and address concerns from the area residents as they are the ones who will be directly impacted; noted she has previously spoken with Pastor Nation advising him of the concerns of the residents in the area and asked Pastor Nation if the Conditional Use is approved, will the church provide traffic assistance before and after church activities, noting this would be a Condition.

Pastor Nation confirmed traffic assistance would be included as a condition.

Councilman Alexander inquired on the timeline to build the church.

Mr. Fatemi noted the developer would first need to acquire the land disturbance permit which could be in three months followed by construction.

Councilwoman Gantt questioned the joint site and asked about ownership of the townhome.

Pastor Nation stated the church owns the land where the church will be built, and the developer owns the land where the townhomes will be built.

Councilwoman Gantt asked if the City needs the developer to approve any conditions related to the townhomes?

Applicant: Pastor Keith G. Nation, Mr. Oji Onwudegu, and Mr. Fatemi.

Public Hearing Opened

Speakers in Favor: Randall Eck; Raymond King

Speakers Opposed: Jennifer Eckridge; Anthony Mitten; Charles Cook

Public Hearing Closed

Mayor Pro Tem Barber motioned to approve per staff recommendation and traffic enforcement during church gatherings and activities: Second by Councilman Alexander. The motion passed 5-0.

9. **COMPREHENSIVE PLAN AMENDMENT CASE #CP-2023-01.**
COUNCIL DISTRICT: 4.

Consideration of a request for a Comprehensive Plan Amendment to assign the future land use designation of 'High-Density Residential' to Parcel #029-01009001 on Valley Hill Road, to allow for the construction of

a townhome development. The applicant is Victory Worship Center, represented by Keith G. Nation. The property is in Land Lot 103 of District 12, and it contains 7.864 +/- acres within the Stockbridge City Limits. The Planning Commission recommended approval with the Staff's conditions, plus they added one condition--that the applicant hold a Community Meeting prior to the June 12th Council meeting.

The applicant held that meeting on Monday, June 5th

Presented by: Ryan Anderson, Chief Planner

Mr. Anderson presented an overview of the case. Mr. Anderson noted the applicants request to Consider a request for a Comprehensive Plan Amendment (Case #CP-2023-01) by Victory Worship Center (represented by Keith G. Nation) to assign the 'High-Density Residential) land use designation to Parcel #029-01009001 on Valley Hill Road to allow for the development of a townhome community with 56 +/- units. The applicant also simultaneously submitted two other applications to the City of Stockbridge for this property, as are listed below. A Rezoning Application (Case #RZ-2023-01) —The applicant requests that the subject property be assigned the 'MFR' (Multiple Family Residential) zoning district. A Variance Application (Case #VR-2023-01)—The applicant requests a variance to reduce the front yard setback from the required minimum of 50 feet to 25 feet. The applicant requests a Comprehensive Plan Amendment to the City of Stockbridge 2018-2023 Comprehensive Plan for the purpose of assigning the future land use designation of 'High-Density Residential' to the subject property to allow for a rezoning of the property to 'MFR' (Multiple Family Residential) and the construction of a townhome development at a density of 7.12 units per acre. For such purposes, the Planning and Zoning Staff identified three reasons why the applicant's proposal would be inconsistent with the property's current land use designation of 'Low-Density Residential', and why the applicant needed to request a Comprehensive Plan amendment. They are listed below and are discussed in the next section. Inconsistencies with the Comprehensive Plan: Type of Use-Townhomes (as well as other multifamily uses) are not a permissible use under the Low-Density Residential designation. Zoning District-The MFR district is not a permissible zoning district within the Low-Density Residential designation. Proposed Density-The proposed density of 7.12 units per acre would exceed the Low-Density Residential designation's allowable density range of 1.25 to 2.0 units per acre. Mr. Anderson noted that a joint site plan has been submitted which shows both development proposals and the existing residence. The proposed townhome development would have 56 units and a density of 7.12 units per acre. All townhome units would have three or four bedrooms. The sanctuary building for the proposed place of worship would have 12,586 total square feet, and the largest assembly area would have 3,350 square feet. The two developments would share a joint project entrance, which would expand into a looped internal street. The entrance and the interior

street would initially both be privately maintained, but they would be built to City standards. The Church would have 112 parking spaces with an additional 9 parking spaces for a total of 121 and has two existing residences with two parking spaces. The proposed townhomes would have 126 parking spaces. Mr. Anderson noted the Planning and Zoning Staff analyzed the applicant's request to assign the future land use designation of 'High-Density Residential' to the subject property according to the four factors (A, B, C, and D) that are discussed below.

A. Consistency with the Comprehensive Plan: The requested 'High-Density Residential' land use designation for the subject property would be consistent with the Comprehensive Plan for the following reasons:

1. Type of Use--The proposed townhome development would be a permissible use.
2. Zoning District--Page 45 of the Comprehensive Plan identifies multiple family zoning as being compatible with the High-Density Residential future land use designation. To allow for the proposed zoning, the applicant has requested the rezoning of the property to assign the MFR zoning district to allow the townhomes to be built. The rezoning will be heard concurrently with this case, along with the requested variance. But there is no need to change the property's land use designation unless the property is rezoned to MFR in contemplation of the proposed townhome development proposal. Therefore, any approval of the requested Comprehensive Plan Amendment via CP-2023-01 must be contingent upon the simultaneous approval of the requested rezoning of the property via RZ-2023-01.
3. Proposed Density-- The High-Density Residential designation allows 6 to 16 units per acre. The applicant's proposed density would be 7.12 units per acre, which falls within this range. Regarding surrounding densities, the adjacent Valley Hill Station subdivision to the west has an estimated 126 lots on an estimated 66.81 total acres, for a density of only 1.89 units per acre, as calculated by viewing the aerial photograph of the subdivision. However, the nearby property at 576 Davis Road to the south was just rezoned to 'MFR' (Multiple Family Residential) via Case #RZ-2022-07 by City Council on May 8, 2023 to allow for a townhome development with 165 units on 27.635 acres, for a density of 5.97 units per acre.

B. Promoting Established Housing Policies- Assigned the requested High-Density Residential designation to the subject property would also further the implementation of various housing policies that were identified by the Comprehensive Plan: Encourage the development of higher-density residential developments to provide for the growing need for a range of housing choices within the City of Stockbridge. Provide a mixture of housing options to attract young professionals, singles, and small families. Preserve and enhance older, existing neighborhoods by promoting rehabilitation of existing housing stock and infill of new development to revitalize established neighborhoods.

C. Suitability of the Subject Property's Location- Although there are no other properties in the vicinity

which have the requested High-Density Residential land use designation, the subject property is nevertheless suitable for this designation due to the following: 1. Its reasonable size, whereby the High-Density Residential designation would not represent a small, "spot" designation relative to the surrounding area. 2. Its location along a major collector road, making it suitable for high-density development. 3. Its proximity to another High-Density Residential property at 576 Davis Road, which was just approved for a Comprehensive Plan Amendment on May 8, 2023. D. Maintaining the Current Land Use Designation. Although the subject property could be used for low-density residential uses, few, if any, such uses have occurred in the Valley Hill Road corridor in several years. Further, it is unknown as to whether there exists any demand for such uses at this time. Mr. Anderson noted as a result of the foregoing analysis, the Planning and Zoning Staff concludes that the applicant's request to assign the 'High-Density Residential' future land use designation to Parcel #029-01009001 on Valley Hill Road via CP-2023-01 to allow for the proposed townhome development would be acceptable. In view of the aforementioned positive conclusion, the Planning and Zoning Staff recommends APPROVAL WITH A CONDITION for CP-2023-01, with the condition that the applicant's requested rezoning of the subject property to assign the 'MFR' (Multiple Family Residential) zoning district to the subject property via RZ-2023-01 is approved before, or simultaneously with, the approval of CP-2023-01.

Councilman Alexander inquired on the last project off Valley Hill Rd. Mr. Anderson noted there has not been any developments since he's been with the city.

Councilwoman Gantt inquired on the size of the townhomes and the number of garages. Mr. Fatemi noted the townhomes would be between 1,700-2,200 sq. ft with 2 car garages.

Councilman Alexander noted adding a pool. Pastor Nation noted the planners gave guidelines on what needed to be included; noted there were no restrictions or demands but suggestions. Pastor Nation also noted adding three things: 1. A park area with a gazebo, 2. Picnic area, and 3. Smaller Park area. Pastor Nation noted expanding the walkway from 5ft to 6 ft. to allow for a walking trail area.

Councilman Blount inquired about the setbacks. Pastor Nation noted the setback were 25 ft.

Mayor Pro Tem Barber noted the area seems better for single-family detached homes and not townhomes and noted safety concerns with the curve on Valley Hill Rd.

Councilwoman Gantt inquired about ownership of the property and a purchase agreement and noted the owner should agree to the 10% cap rate. Pastor Nation noted the church owns the property and due to the church being a 501-C3, they are not allowed to build on the property, thus having to divide the property into two parcels to build the townhomes on the larger parcel.

Councilman Alexander noted adding a pool to the conditions.

Mayor Pro Tem Barber noted her concerns for the residents and the high-density area, noting the townhome proposal is for 3–4-bedroom units and this would cram several units into an 8-acre space, and asked if developing single-family townhomes is off the table.

Mr. Fatemi responded that option would not be economical; and noted the units had been reduced to 56.

Mayor Pro Tem Barber referenced the curve on Valley Hill Rd., as a matter of safety, and noted she did not support the high-density project approved by the City Council on Davis Rd., and asked where the rendering for this project is from.

Pastor Nation noted the rendering is a development from Snellville; and noted is listening to the concerns from the residents, and noted there are parishioners who plan to purchase townhomes, and that the townhomes will be sold, not rented; noted it is most economical to move forward with the townhomes first and the church will take a separate path; noted a letter of approval has been received from Clayton County and the engineers have determined the location for the detention pond, an HOA will be in place and the church will have its own funding source.

Mayor Pro Tem Barber noted she has spoken with many of the residents in the area and they have no issues with the church, as that has always been the plan, but they are concerned that townhomes have now been added and are concerned that the blind curve on Valley Hill Rd. has not been addressed, and asked if approved by the Council, when will the construction of the church begin.

Pastor Nation noted the church cannot start its project until the site has been cleared.

Applicant: Pastor Keith G. Nation, Mr. Oji Onwudegu, and Mr. Fatemi.
Public Hearing Opened

Speakers in Favor - None

Speakers Opposed – Randall Eck; Raymond King; Jennifer Eckridge;
Glenda Miller; Burley Champion; Nancy McRae; Charles Cook; Joshua
Head; Anthony Mitten; Regina Ubadinira

Public Hearing Closed

Councilman Alexander that the development remains consistent with the city's standards of 10% rental cap be included and the units remain 90% owner-occupied and a HOA.

Pastor Nation agreed.

Councilman Alexander motioned to approve. Motion died for lack of a second.

Mayo Pro Tem Barber motioned to deny. Motion died for lack of a second.

Councilman Alexander motioned to approve: Seconded by Councilwoman Gantt. The motion passed 4-1 Alexander, Blount, Gantt, and Thomas voted in Favor; (Barber Opposed).

10. REZONING CASE #RZ-2023-01. COUNCIL DISTRICT: 4.

Consideration of a request for a rezoning to assign the 'MFR' (Multiple Family Residential) zoning district to Parcel # 029-01009001 on Valley Hill Road, to allow for the construction of a townhome development. The applicant is Victory Worship Center, represented by Keith G. Nation. The property is in Land Lot 103 of District 12, and it contains 7.864 +/- acres within the Stockbridge City Limits. The Planning Commission recommended approval of the Staff's conditions, and the condition--that the applicant hold a Community Meeting prior to the June 12th Council meeting. The applicant held that meeting on Monday, June 5th
Presented by: Brecca Carter, Community Development Director
Ms. Carter presented an overview of the case and noted staff recommends approval.

Councilman Alexander noted removing the requirements for the pool as mentioned in a previous item.

Applicant: Pastor Keith G. Nation, Mr. Oji Onwudegu, and Mr. Fatemi.

Public Hearing Opened

Speakers in Favor - None

Speakers Opposed – Randall Eck; Raymond King; Jennifer Eckridge

Public Hearing Closed

Councilman Alexander motioned to approve with Conditions as recommended by staff and the following added Conditions: 10% Rental Cap and 90% owner-occupied units included in the covenant; 10' multi-use paths along the entire frontage of the church and the townhome development; and construct a clubhouse: Second by Councilwoman Gantt. The motion passed 4-1 Alexander, Blount, Gantt, and Thomas voted in Favor; (Barber Opposed).

11. VARIANCE CASE #VR-2023-01 COUNCIL DISTRICT: 4.

Consideration of a request for a variance for Parcel # 029-01009001 on Valley Hill Road, to allow for the construction of a townhome development. The purpose of the variance is to allow the reduction in the front yard setbacks from the required 50 feet to 25 feet in the MFR (Multiple Family Residential) zoning district. The property is in Land Lot 103 of District 12, and it contains 7.864 +/- acres within the Stockbridge City Limits. The Planning Commission recommended approval with the Staff's conditions, plus they added one condition--that the applicant hold a Community Meeting prior to the June 12th Council meeting. The applicant held that meeting on Monday, June 5th

Presented by: Brecca Carter, Community Development Director

Ms. Carter presented an overview of the case noting that the purpose of the variance is to allow the reduction in the front yard setbacks from the required 50 feet to 25 feet in the MFR (Multiple Family Residential) zoning district, and noted staff recommends approval along with the Planning Commission.

Councilwoman Gantt noted the driveway is too short and will not approve and suggested going to a minimum of 37ft.

Councilman Thomas noted concerns with future developments and eliminating parking on the streets.

Mr. Fatemi noted being able to extend up to 27 ft. max.

Mayor Pro Tem Barber noted speaking with Pastor Nation who agreed to 30 ft. Pastor Nation noted understanding the developer wanting 20 ft and the architect wanting 30 ft., with a compromise of 25 ft. and noted she does not support a 25 ft. or 30 ft. Variance.

Applicant: Pastor Keith G. Nation, Mr. Oji Onwudegu, and Mr. Fatemi responded to questions from the Council.

Public Hearing Opened
Speakers in Favor - None
Speakers Opposed – Randall Eck
Public Hearing Closed

Mayor Pro Tem Barber motioned to deny failed due to the lack of a second.

Councilman Alexander motioned to approve Variance of 30 feet:
Seconded by Councilwoman Gantt. The motion passed 4-1 Alexander, Blount, Gantt and Thomas Approved; Barber Opposed.

NEW BUSINESS

12. Council consideration to approve the Economic Development BRICS (Building a Resilient, Innovative and Connected Stockbridge) Initiatives and Program Guidelines. Funding source ARPA.
Presented by: Kim Allonce, Economic Development Director
Mr. Allonce noted the vision for economic development is to be the most progressive business and family-oriented community in Metro Atlanta with a focus on enhanced Quality of Life initiatives which promote a sustainable “Live, Work, Play” environment; noted having meetings with the Citywide Development Authority, Downtown Development Authority and staff and will bring to mayor and council within the next 90 days a proposed marketing campaign that will include digital marketing and advertising; noted Creating a more vibrant and viable downtown and will be working on creating a downtown banner program with a purchase of more durable and weatherproof banners and will run a year-round banner program with evergreen content; noted that the number of businesses has increased within the last 60 days and wants to continue encouraging businesses by lowering the cost in the downtown area; noted proposing a Business Assistance Program that will promote development in retail and service businesses; noted eligible businesses will receive up to \$20,000 for purchase of capital equipment, interior improvements, marketing, rent abatement, and certain impact fees; noted launching a “We are Open” campaign and hosting an open house for businesses and community members; noted creating partnership opportunities by supporting organizations that can come to the city and create programs; noted creating Downtown Special Events Program that will Incentivize small events that attract visitors to downtown and promote the city as a destination; noted the program will provide up to \$2,500 to eligible organizations to support small-scale public events (parades, runs/walks, block parties, fairs/festivals, and arts exhibits); noted that under the program include marketing and promotion, equipment rental, city fees, and security details; noted proposing a city-wide façade program that will

Renovate and enhance the exterior appearance of existing properties within the City of Stockbridge; Commercial properties within city limits are eligible to receive funding (reimbursement only) for building improvements up to \$10,000 or 50% of the costs, whichever is less; and will be awarded to one (1) property owner or tenant per calendar year and building improvements shall be maintained for a minimum of two (2) years following the completion of the improvement; noted researching ways to create a more comprehensive approach to the way the city does beautification by promote environmentally conscious activities by engaging businesses and residents for community development and cleanliness with the Keep Stockbridge Beautiful campaign, which will be set up by the City of Stockbridge as a 501(c)3 organization. The Board will be made up of nine (9) members appointed by the City Council and will include community cleanups, shredding events, do not litter campaigns, recycling, and other beautification projects; noted the implementation of public arts projects that funds several projects called for in the RSVP plan. Projects include murals, utility box wraps, underpass art projects, and other creative placemaking initiatives; noted hosting in May the National Small Business Meet and Greet and proposing creating a Stockbridge Business Partnership that would Promote success and growth of business owners with tools to thrive in a competitive business environment; noted being a city-run, membership-based program governed by a 7- member advisory board which would provide benefits such as bi-monthly business mixers, quarterly luncheons, small business expos, awards and recognition, and marketing opportunities; noted creating a Stockbridge Entrepreneurship Program that would support existing businesses through education, training, and technical assistance and partnering with the Chamber of Commerce, the Small Business Development Center, Kauffman FastTrack, and other organizations to support the needs of small businesses and help entrepreneurs implement new business ideas through training and technical assistance; noted creating a Stockbridge Restaurant Week Awards that would partner with restaurants to launch and support a Stockbridge Restaurant Week and partner with BluDot Technologies to provide rewards to support the City's first Restaurant Week; noted working on the Stockbridge Wayfinding Plan that would Implement a Wayfinding Plan which would design, fabrication, and installation of Stockbridge wayfinding signs as approved by City Council and with Sky Designs; noted the UpSkill Stockbridge Program would be a partnership with Southern Crescent Technical College to offer training programs designed to upskill residents; noted eligible residents will receive up to \$1,000 stipend for successful completion of a certificate and would include Allied Health, Automotive Technology, Aviation, Computer Technology, Early Childhood Care & Education, Electrical Lineman Technology, Mechatronics Technology, and Movie Production.

Mayor Ford inquired if the Stockbridge Business Partnership had been advertised or would the Council recommend.

Mr. Allonce noted getting feedback from the council, once completed the goal is to create a communication plan by launching a business newsletter and hosting a virtual informational session.

Councilman Thomas noted concerns with sustaining and the funding available under the ARPA funds.

Mr. Allonce noted using ARPA funding as seed funding to help create the 501C3 and promotional materials.

Councilman Thomas motioned to approve the Economic Development BRICS (Building a Resilient, Innovative and Connected Stockbridge) Initiatives and Program Guidelines: Seconded by Councilman Blount. The motion passed 3-0. Barber, Blount, and Thomas voted in Favor. (Alexander and Gantt were not present for the vote).

13. Council consideration to approve the Mays Crossing Lift Station and Force Main Rehabilitation Project Change Order No.1 with Allsouth Construction, Inc. The change order is as follows: (1) replacement of the Old Conyers gravity sewer main (2) Mays Crossing lift station generator (3) installation of the air release valves on the Willow Springs force main and (4) installation of razor ribbon on the fence at the Mays Crossing lift station in the amount of \$342,667.80. Funding Source is SPLOST.

Presented by: Decius Aaron, Public Works Director and Brad Holtsinger, Wastewater Sewer Superintendent

Mr. Aaron noted the project is part of the Capital Improvement Program for the water, sewer, and stormwater infrastructure that began seven (7) years ago; and referenced an agreement with EPD in reference to sewer spills that has been addressed, and deferred to Mr. Holtsinger for further explanation about the project.

Mr. Holtsinger noted the placement of the gravity sewer line on Old Conyers serves the elementary, middle, and high school along as Lexington Park subdivision need to be replaced; noted 600 ft. of line is exposed and has deteriorated over the past 30 years; and noted replacement of the generator at Mays Crossing shopping center, installing air valves on the Willow Springs force main and installing razor ribbon on the fence at the Mays Crossing lift station.

Councilman Blount motioned to approve the Mays Crossing Lift Station and Force Main Rehabilitation Project Change Order No.1 with Allsouth Construction, Inc. The change order is as follows: (1) replacement of the Old Conyers gravity sewer main (2) Mays Crossing lift station generator (3) installation of the air release valves on the Willow Springs force main and (4) installation of razor ribbon on the fence at the Mays Crossing lift station in the amount of \$342,667.80: Seconded by Councilman

Alexander. The motion passed 3-0-1. Alexander, Blount, and Thomas voted in Favor. (Barber Abstained) (Gantt was not present for the vote).

14. Council consideration to approve Site Engineering to replace water main on Shortline Court in the amount of \$134,751.25. Funding source SPLOST V.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted the project has been completed in sections and has issues with sub-standard materials used in the past; noted the leaking has been going on and will need to be repaired by Site Engineering, the on-call engineers.

Councilman Blount motioned to approve the Site Engineering to replace water main on Shortline Court in the amount of \$134,751.25. Seconded by Councilman Alexander. The motion passed 4-0. Alexander, Barber, Blount, and Thomas voted in Favor. (Gantt was not present for the vote).

15. Council Consideration to fill a vacancy and appoint a member to the Youth Council Advisory Committee

Presented by: Randi Rainey, Youth Council Liaison

Ms. Rainey noted the request is to seek approval to fill a vacancy and appoint a member to the Youth Council Advisory Committee to fill the term through December 31, 2024.

Councilman Blount inquired on the number of applications.

Ms. Rainey noted one applicant.

Councilman Blount motioned to fill the vacancy and appoint Mary Saadiq to Stockbridge Youth Council Advisory Committee to fill the term through December 31, 2024. Seconded by Councilman Alexander. The motion passed 4-0. Alexander, Barber, Blount, and Thomas voted in Favor. (Gantt was not present for the vote).

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

Council meetings will be held in the City Council Chamber, noting some Board/Committee meetings will continue to take place via Zoom. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- Main Street Advisory Board Meeting *SPECIAL MEETING DATE* Annual Planning Retreat – Saturday, June 10th at 9am at the Merle Manders Conference Center, Lower Level, 111 Davis Rd. (Jun 10)
- City Council Meeting, 2nd Monday of each month at 6:00 p.m. – City Hall Council Chamber (Jun 12)

- Youth Council Meeting, 6:30 p.m. - 2nd Monday of each month - City Hall Levi Meeting Room - City Hall (Jun 12)
- Citywide Development Authority Meeting, 2nd Tuesday of each month 6:00 p.m. - City Hall Levi Meeting Room (Jun 13)
- City Council Work Session Meeting, *SPECIAL MEETING DATE* June 20th at 6:00 p.m. – City Hall Council (Jun 20)
- Downtown Development Authority Meeting, 3rd Tuesday of each month Welcome Center 130 M L King, Sr. Heritage Trail (Jun 20)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Jun 20)
- Planning Commission Meeting, 6:30 p.m. - City Hall Council Chamber 4th Thursday of each month– (Jun 22)

UPCOMING CITY EVENTS/INITIATIVES

- Join us for Food Truck on Tuesday from 5:30 p.m. to 8:30 p.m. at Clark Community Park, 111 Davis Rd. Lots of great food and activities for everyone.
- Join Mayor Pro Tem Barber for FREE Zumba every Saturday at 8:00 a.m. beginning May 6th at Gardner Community Park on E. Atlanta Rd.
- Join Councilman Thomas for the Don't Trash Stockbridge centered around education highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Councilman Thomas is honoring Veterans with a *Continuous Salute* all year long. Please send your pictures of Veterans with their name, branch, rank, and years of service to rrawls@cityofstockbridge-ga.gov
- The Main Street Staff will be hosting an informational session for Stockbridge Businesses to learn more about how they can participate in the Small Business BLITZ and Small Business Saturday. This meeting will be held on Tuesday, June 15 at 6:00 p.m. at the Stockbridge Welcome Center and Main Street Program Office.
- Join Mayor Ford for the State of the City Address on Thursday, June 15th at 6pm. Location: Stockbridge City Hall 4640 N. Henry Blvd. in the Council Chamber on the 2nd floor.
- Join the City of Stockbridge for the annual Juneteenth Celebration, Monday, June 19th at the Stockbridge Amphitheater. There will be food trucks, arts and craft vendors and a concert featuring jazz, blues, and soul artists. The activities begin at 3pm. This is a FREE event.
- Join Councilman Blount for *Bingo Bash*, Wednesday, June 21st from 10am – noon at the Merle Manders Conference Center located at 111 Davis Rd.
- Join Mayor Ford for *Meet the Mayor* on Wednesday, June 28th from 10am – noon. Please contact Rosalynd Rawls to schedule an appointment at 678-833-3348 or via email at rrawls@cityofstockbridge-ga.gov
- Join Mayor Pro Tem Barber for the 2nd Qtr. District 4 Community Forum, Wednesday, June 28th from 6pm – 8pm at the Merle Manders Conference Center located at 111 Davis Rd.

Get your tickets for the upcoming 2023 Stockbridge Concert Series by visiting stockbridgeamp.com in person at the ticket office located at 4650 North Henry Blvd. Thursday – Saturday from 1pm – 5pm.

MAYOR'S COMMENTS

Mayor Ford wished all the father's a Happy Father's Day and referenced the proclamation ceremony honoring the fathers that took place prior to the start of the meeting; noted he has officially appointed Councilman Thomas to Chair the Community Relations Committee; noted COVID-19 is still with us and encouraged everyone to get vaccinated and boosted and to remain healthy and safe.

Councilman Blount motioned to adjourn: Seconded by Councilman Thomas. The motion passed unanimously.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, JUNE 20, 2023 6:00 P.M.

Mayor & City Council

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

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 Mr. Aaron.

The Pledge of Allegiance was recited by all in attendance.

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

Councilwoman Gantt motioned for the adoption of The Agenda: Second by Councilman Blount. The motion passed unanimously.

Review of the Minutes: No Action

1. Review of the May 8, 2023 Minutes
2. Review of the May 18, 2023 Minutes
3. Review of the May 30, 2023 Minutes

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. There were no public comments.

OLD BUSINESS

4. The Public Works Department is requesting the Council's approval of the award of the janitorial services for the City's facilities to Building Maintenance Services (BMS) in the amount of \$141,432.00.
Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted this item was Tabled at the previous meeting noting an agreement and contract had not been prepared and included in the Agenda packet for Council review; noted Attorney Berry has since prepared the contract between the City and Building Maintenance Services for the award of the janitorial services for the City's facilities to Building Maintenance Services (BMS) in the amount of \$141,432.00. Mr. Aaron noted an increase of \$6,852 over the previous contract with ICS.

Councilman Blount motioned to approve the award of the janitorial services for the City's facilities to Building Maintenance Services (BMS) in the amount of \$141,432.00: Seconded by Councilwoman Gantt. The motion passed unanimously.

Councilman Alexander joined the meeting.

NEW BUSINESS

5. Council consideration to fill a vacancy and appoint a member to the Henry County Council on Aging as the Stockbridge Representative.
Presented by: Dr. Paulette Bragg, Council on Aging Chairperson

Councilwoman Gantt motioned to appoint Mary Berniece Washington to fill a vacated position – Term ends 12/31/2024: Seconded by Councilman Blount. The motion passed unanimously.

Dr. Bragg thanked the Mayor & Council for appointing Ms. Washington and looks forward to her participation on the Board as the Stockbridge representative.

6. Council consideration to fill a vacancy and appoint a member to the Planning Commission.
Presented by: Ryan Anderson, Chief Planner
Mr. Anderson noted there are currently four (4) members serving on a six (6) member board; noted the appointment will be under District 4 and currently does not have any representation on the committee; and recommends appointing Mr. Anthony Mitten.

Mayor Pro Tem Barber motioned to appoint Anthony Mitten to fill a vacated position – Term ends 12/31/2026: Seconded by Councilwoman Gantt. The motion passed unanimously,

7. Council consideration to approve an Ordinance to amend voting and precinct changes.
Presented by: Vanessa Holiday, City Clerk
Ms. Holiday noted this item is a continuation from a previous meeting requesting Council to approve a Resolution to publish with the intent of adding seven (7) additional precincts for residents to vote; noted the city currently has Red Oak, Stockbridge East/West, and Stockbridge Central polling locations; noted staff and the attorneys have been working with the County election officials to have a total of ten (10) polling locations on

election day.; noted adding the locations will decrease the burden of voters having to vote at two different locations on election day to vote for county, state and federal at one location the municipal votes at a different location; and noted this will allow for the newly annexed residents to vote at these new polling locations on election day.

Mayor Pro Tem Barber inquired about early voting.

Ms. Holiday noted all normal polling locations will be available throughout the County for Early/Advance voting.

Councilwoman Gantt motioned to approve an Ordinance to amend voting and precinct changes: Second by Councilman Alexander. The motion passed unanimously.

8. Council Council consideration to amend the City of Stockbridge Citizens Police Advisory Council Policy
Presented by: Frederick Gardiner, City Manager and
Glenn Kalish, Assistant Police Chief
Assistant Chief Kalish noted the request before the Council is to approve amendments for the Citizens Police Advisory Council Policy as approved on Resolution R22-1497-.

Councilman Alexander inquired if members of Council would still be able to select appointed person.

Assistant Chief Kalish noted the policy does states that.

Councilwoman Gantt requested to strike out language on page 2 dealing with the background check and the Chief of Police appoint members to the board and add “upon completion of a background check”, noting it is her belief that process is already in place.

Ms. Holiday confirmed that Board/Committee are subject to background checks prior to present the appointees and when issues arise, the application is referred to Legal.

Councilwoman Gantt noted the section should read as “A Citizen-Police Advisory Council candidate must pass a limited background check through the Stockbridge Police Department. Although an offense in an individual’s past may not exclude him/her from becoming a member, and efforts to conceal information from the chief of police and/or his/her designee, will result in denial of the application for Citizen-Police Advisory Council membership.”

Councilwoman Gantt motioned to approve amendments of the City of Stockbridge Citizens Police Advisory Council Policy: Seconded by Councilman Blount. The motion passed unanimously.

9. **ANNEXATION CASE #AX-2023-02.**

The City of Stockbridge Mayor and City Council will hold a meeting on Tuesday June 20, 2023, at 6:00 p.m., in the Stockbridge City Hall, located at 4640 North Henry Boulevard in Stockbridge, Georgia, to consider a request for the annexation of property at 802 Black Diamond Drive within the Eagles Landing Subdivision into the Stockbridge City Limits. Applicants: Talbert & Delores McMorris. Property Owner: Delores Y. McMorris. The property is in Land Lot 32 of District 7, with 0.997 +/- acres, in unincorporated Henry County. If the annexation is approved, the property would automatically be assigned the zoning of 'PUD' (Planned Unit Development) per Section 9.8 of the Stockbridge Unified Development Code (UDC), and it would be assigned the appropriate land use designation upon the adoption of the new City of Stockbridge Comprehensive Plan, anticipated for late 2023.

Presented by: Ryan Anderson, Chief Planner

Mr. Anderson noted the applicant requests the annexation of the subject property at 802 Black Diamond Drive located within the Eagles Landing Subdivision in unincorporated Henry County into the Stockbridge City Limits; noted once the property is approved by the City, the property would automatically be assigned the zoning district of 'PUD' (Planned Unit Development) per Section 9.8 of the Stockbridge Unified Development Code (UDC). It would also be assigned the appropriate land use designation of the new City of Stockbridge Comprehensive Plan, anticipated for late 2023; noted the Community Development Staff recommends APPROVAL for the proposed annexation of the subject property at 802 Black Diamond Drive into the Stockbridge city limits.

Councilman Alexander motioned to approve the Annexation of 802 Black Diamond Drive within the Eagles Landing Subdivision into the Stockbridge city limits: Seconded by Councilwoman Gantt. The motion passed unanimously.

10. **ANNEXATION CASE #AX-2023-01.**

The City of Stockbridge Mayor and City Council will hold a meeting on Tuesday June 20, 2023, at 6:00 p.m., in the Stockbridge City Hall, located at 4640 North Henry Boulevard in Stockbridge, Georgia, to consider a request for the annexation of property at 140 Somerset Hills within the Eagles Landing Subdivision into the Stockbridge City Limits. The applicants are Charles E. Marshall and Muriel Y. Marshall, property owners. The property is located in Land Lot 18 of District 6, with 1.19 +/- acres, in unincorporated Henry County. If the annexation is approved, the property would automatically be assigned the zoning of 'PUD' (Planned Unit Development) per Section 9.8 of the Stockbridge Unified Development Code (UDC), and it would be assigned the appropriate land use designation upon the adoption of the new City of Stockbridge Comprehensive Plan, anticipated for late 2023.

Presented by: Ryan Anderson, Chief Planner

Mr. Anderson noted the applicant requests the annexation of the subject property at 140 Somerset Hills located within the Eagles Landing Subdivision in unincorporated Henry County into the Stockbridge City

Limits. Once the property is approved by the City, the property would automatically be assigned the zoning district of 'PUD' (Planned Unit Development) per Section 9.8 of the Stockbridge Unified Development Code (UDC). It would also be assigned the appropriate land use designation of the new City of Stockbridge Comprehensive Plan, anticipated for late 2023. The Community Development Staff recommends APPROVAL for the proposed annexation of the subject property at 140 Somerset Hills into the Stockbridge city limits.

Mr. and Mrs. Charles Marshall commended the City for the forward progress and economic development efforts and thanked the City Council for supporting the annexation.

Councilman Blount referenced the progress of the City during the last 8 years, noting the Council continues to move the City forward.

Councilman Alexander motioned to approve 140 Somerset Hills within the Eagles Landing Subdivision into the Stockbridge City Limits: Seconded by Councilwoman Gantt. The motion passed unanimously.

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.stockbridgega.org for the meeting information or contact City Hall offices at 770-389-7900 for updates.

- City Council Meeting, 2nd Monday of each month at 6:00 p.m. – City Hall Council Chamber (Jul 10)
- Youth Council Meeting, 6:30 p.m. - 2nd Monday of each month - City Hall Levi Meeting Room - City Hall (Jul 10)
- Citywide Development Authority Meeting, 2nd Tuesday of each month 6:00 p.m. - City Hall Levi Meeting Room (Jul 11)
- Main Street Advisory Board Meeting, 2nd Friday of each month – Welcome Center located at 130 M L King, Sr. Heritage Trail at 9am (Jul 14)
- Downtown Development Authority Meeting, 3rd Tuesday of each month Welcome Center 130 M L King, Sr. Heritage Trail (Jul 18)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Jul 18)
- Planning Commission Meeting, 6:30 p.m. - City Hall Council Chamber 4th Thursday of each month– (Jul 27)
- City Council Work Session Meeting, last Tuesday of each month at 6:00 p.m. – City Hall Council (Jul 25)

UPCOMING CITY EVENTS/INITIATIVES

- Join us for Food Truck Tuesday from 5:30 p.m. to 8:30 p.m. at Clark Community Park 111 Davis Rd. Lots and great food and activities for everyone.
- Join Mayor Pro Tem Barber for FREE Zumba every Saturday at 8:00 a.m. beginning May 6th at Gardner Community Park on E. Atlanta Rd.
- Join Councilman Thomas for the *Don't Trash Stockbridge* centered around education highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Councilman Thomas is honoring Veterans with a *Continuous Salute* all year long. Please send your pictures of Veterans with their name, branch, rank and years of service to rrawls@cityofstockbridge-ga.gov
- Join Councilman Blount for Bingo Bash, Wednesday, June 21st from 10am – noon at the Merle Manders Conference Center located at 111 Davis Rd.
- Join Mayor Ford for *Meet the Mayor* on Wednesday, June 28th from 10am – noon. Please contact Rosalynn Rawls to schedule an appointment at 678-833-3348 or via email at rrawls@cityofstockbridge-ga.gov
- Join Mayor Pro Tem Barber for the 2nd Qtr. District 4 Community Forum, Wednesday, June 28th from 6pm – 8pm at the Merle Manders Conference Center located at 111 Davis Rd.
- Join the City of Stockbridge for the July 4th Extravaganza at the Stockbridge Amphitheater. There will be musical entertainment and capping off the festivities with fireworks.

Get your tickets for the upcoming 2023 Stockbridge Concert Series by visiting stockbridgeamp.com or in person at the ticket office located at 4650 North Henry Blvd. Thursday – Saturday from 1pm – 5pm.

MAYOR'S COMMENTS

Mayor Ford acknowledged all fathers and hoped they had an outstanding Father's Day weekend; noted COVID-19 is still with us and encouraged everyone to get their boosters and vaccinations to help keep everyone safe; referenced the amazing Juneteenth Celebration that took place yesterday with a variety of artists, food trucks, and other activities, and noted State Representative Angela Moore presented a number of proclamations to the performers and the NAACP awarded a number of scholarships to local scholars.

EXECUTIVE SESSION

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

Councilman Blount motioned to adjourn Executive Session: Second by Councilman Thomas. The motion passed 5-0.

Councilman Blount motioned to reconvene the meeting: Second by Councilman Alexander. The motion passed 5-0.

Councilman Alexander motioned to extend the contract for the Amphitheater Consultant, Harold Young, for two years with a one-year option to renew: Seconded by Councilman Blount. The motion passed 4-0-1. Alexander/Blount/Gantt/Thomas approved; Barber Abstained.

ADJOURNMENT

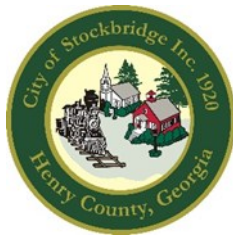
Councilwoman Gantt motioned to adjourn the meeting: Seconded by Councilman Blount. The motion passed unanimously.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor

Review of the Swearing In Ceremony for the
Planning Commission and Downtown Development
Authority Board Members and Retirement for
Melinda Davies (20 years of service)



City of Stockbridge

AGENDA ITEM

MEETING DATE

AUGUST 14, 2023

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 or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Community Development Staff

DEPARTMENT:

Community Development

ITEM/PROJECT/EVENT:

To consider the adoption and transmittal of the Downtown Pedestrian and Bicycle Connectivity Study. Its purpose is to define a proposed project that will improve pedestrian and bicycle infrastructure throughout downtown Stockbridge. The project will improve connectivity by expanding on the City's goal of creating a desirable multi-modal environment.

BACKGROUND INFORMATION:

The Study is being prepared by a consultant, Keck and Wood, in consultation with the Planning & Zoning Staff of the Community Development Department. The City received a grant from ARC to prepare the Study as part of ARC's Livable Cities Initiative (LCI) Program.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

ATTACHMENTS:

☐

ITEM/PROJECT/EVENT:

Downtown Pedestrian and Bicycle Connectivity Study.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

APPROVAL.

Staff Signature_____



Downtown Pedestrian and Bicycle Connectivity Study

August 14, 2023

ARC's Livable Communities Initiative Program

“Created as a way to reduce vehicle miles traveled and improve air quality, the ARC's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services”

- ❑ Federal Transportation Funds
 - ❑ 80% federal grants
 - ❑ 20% Local Match
- ❑ Planning Studies
- ❑ Implementation of transportation projects



- 



MID-BLOCK CROSSING —
W/ RAISED FLASHING
PEDESTRIAN BEACON

STARTED-LINE ROAD

UK ACCENT

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

W. BLUNCE ST.

LOWE ST

LINE ST.

IN-STREET, BACK-IN
PARKING (TYP.)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SIDEWALK (TYP) _____

100

20 40 60

BLVD.

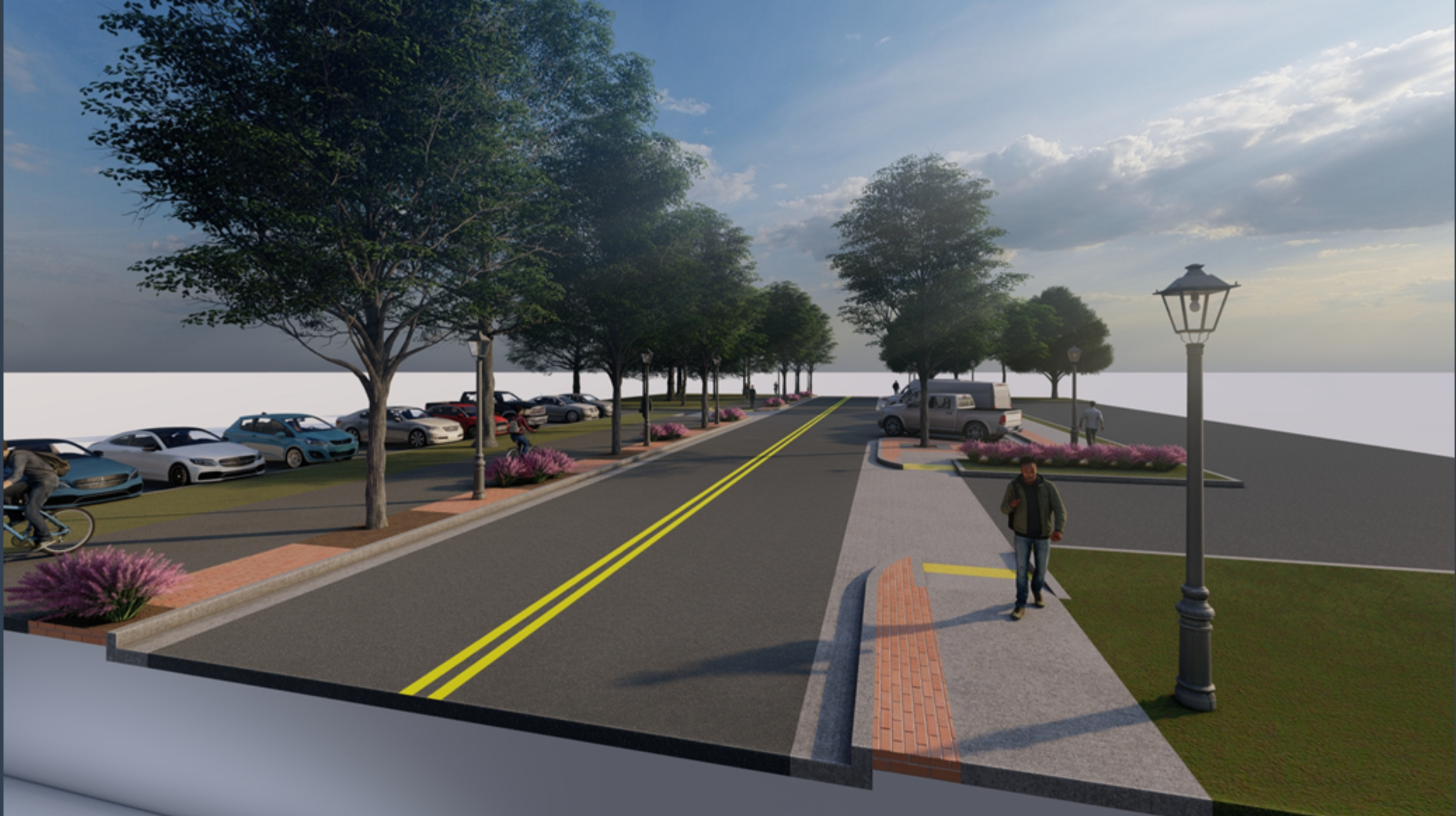
N. HENRY BLVD.

Burke Street

- ❑ Shared-use path along west side
- ❑ Pedestrian Streetscape improvements along east side, with on-street parking
- ❑ Pedestrian lighting, street trees, landscaping
- ❑ Improved pedestrian crossings

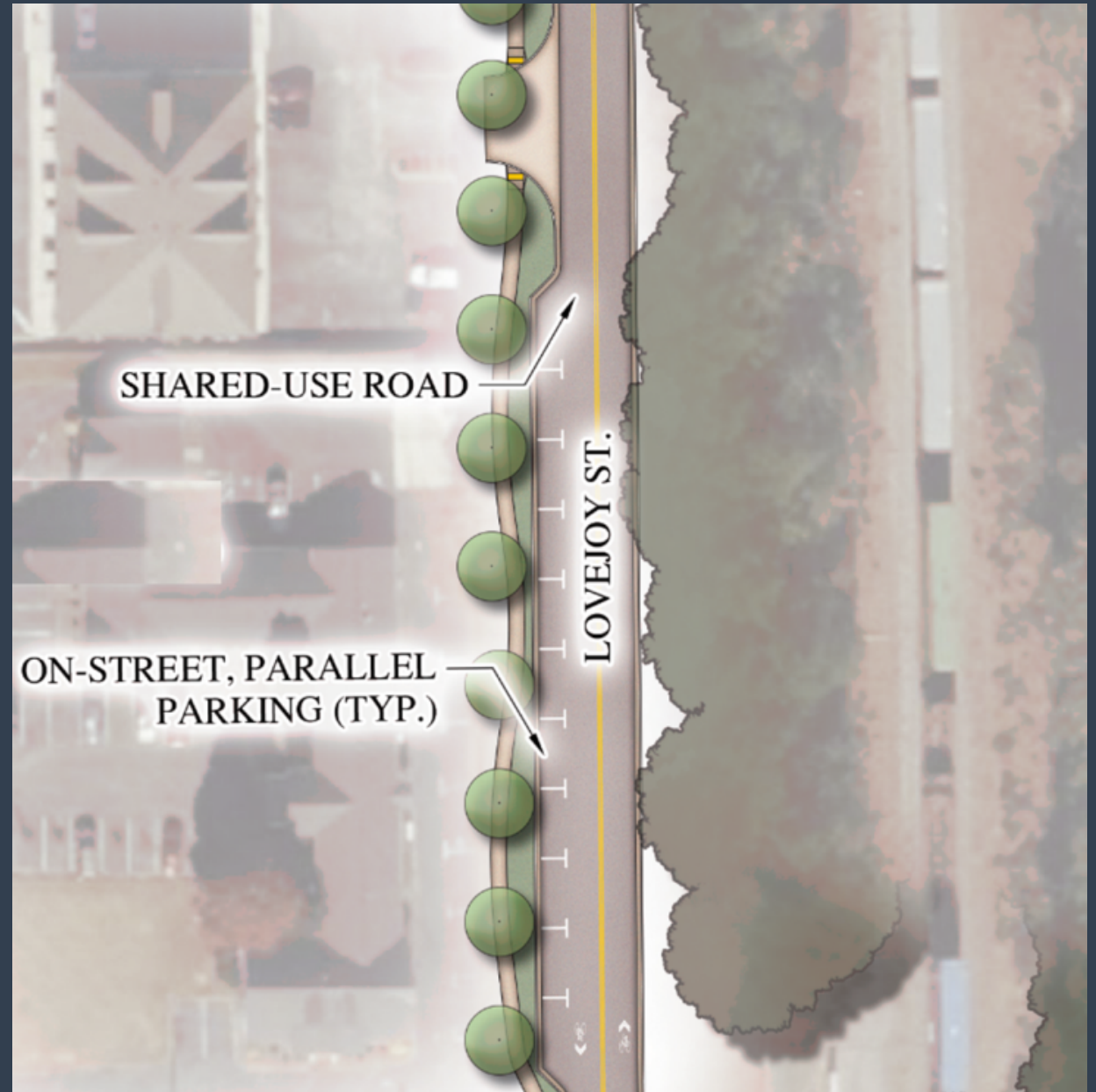


Burke Street

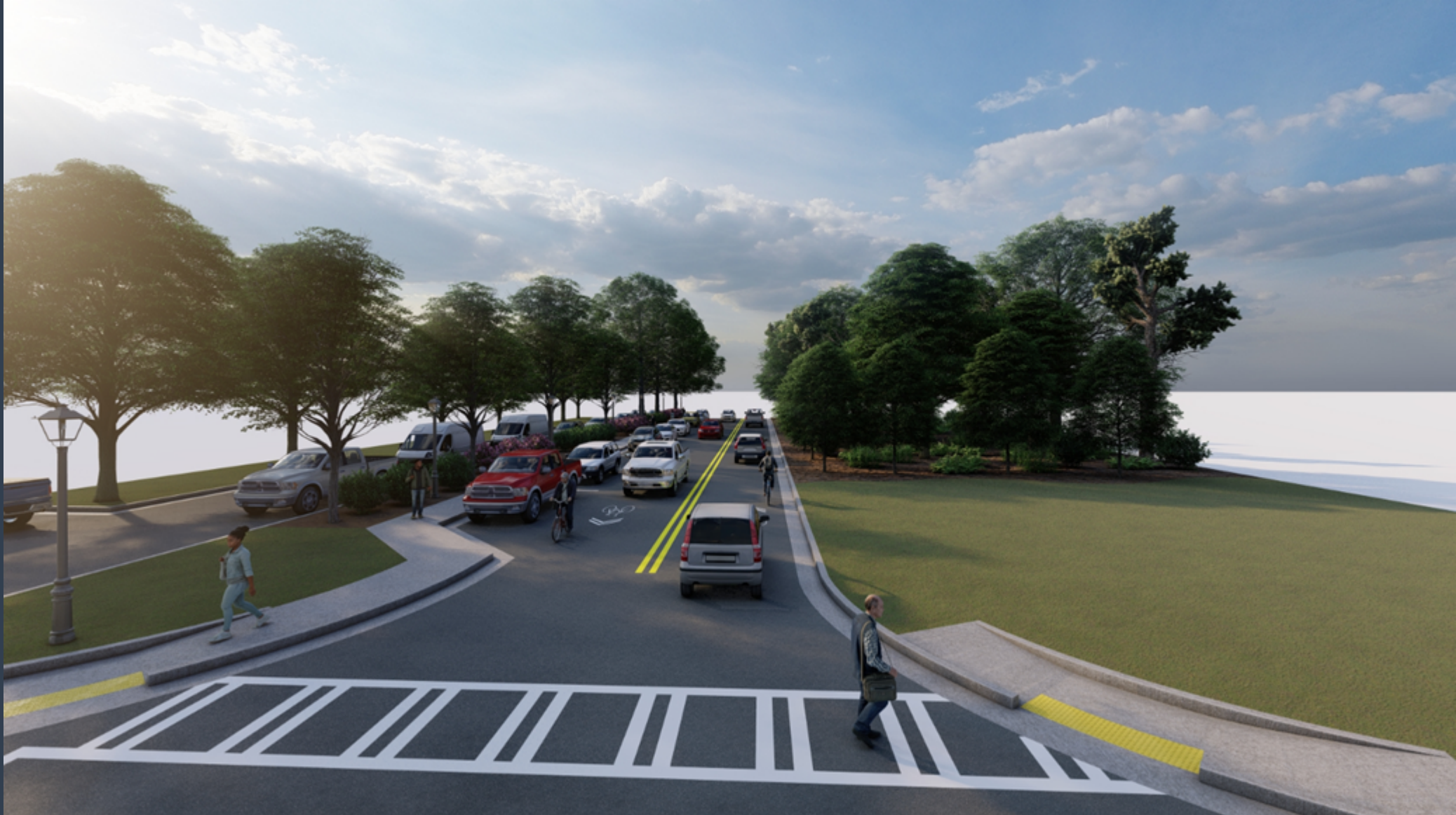


Lovejoy Street

- ❑ Continuation of streetscape improvements to the south along MLK, Sr. Heritage Trail
- ❑ Share-use lanes
- ❑ Sidewalk with landscaping and pedestrian lights along west side
- ❑ On-street parallel parking



Lovejoy Street



Love Street

- ❑ Pedestrian connections from Burke Street, MLK, Sr. Heritage Trail, to E Atlanta Road and Stockbridge Amphitheatre
- ❑ ADA compliant crossing of Norfolk Southern Railroad tracks
- ❑ HAWK pedestrian signal at crossing of E Atlanta Road



N Henry Blvd



From 2018 Stockbridge Renaissance Strategic Vision & Plan

N Henry Blvd



ARC's Livable Communities Initiative Program

Stockbridge LCI Study - *completed 2001*

LCI Study, 5 year update - *completed 2007*

LCI Study, 10 year update - *completed 2012*

STUDY PHASE

Project Scoping - *we are here*

Preliminary Engineering

Right-of-way Acquisition

Construction

PROJECT IMPLEMENTATION PHASE

ARC holds annual call for projects, where communities can apply for funding the next phase of a project.

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE PARKING REGULATIONS OF THE
STOCKBRIDGE MUNICIPAL CODE TITLE 10 CHAPTER 10.12**

WHEREAS, The City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with regulating the roadways and highways within the corporate limits of the City; and,

WHEREAS, the promulgation of the safe and expeditious parking of vehicular traffic on roadways and highways plays an important role in the operation of the City; and

WHEREAS, the Chief of Police has proposed revisions to the Stockbridge Municipal Code, Title 10, Chapter 10.12 Motor Vehicles and Traffic Parking Regulations; and

WHEREAS, the City of Stockbridge has been growing and thus greater parking enforcement is necessary in the City as determined by the Police Chief and City Council,

THEREFORE, IT IS NOW ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE GEORGIA AS FOLLOWS:

SECTION 1. Approval of Revisions to the Stockbridge Municipal Code, Title 10, Chapter 10.12 Motor Vehicles and Traffic Parking Regulations - The City Council approves Revisions to the Stockbridge Municipal Code on Motor Vehicles and Traffic Parking Regulations. The revisions as made are attached as Exhibit A.

SECTION 2. Severability - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

SECTION 3. Repeal of Conflicting Provisions – All City Resolutions inconsistent with this Resolution are hereby repealed.

SECTION 4. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Stockbridge as provided in the City Charter.

SECTION 5: Attorney Review. This resolution shall become effective after signed and edited as necessary by the City Attorney.

SECTION 6: City Attorney Authority. The City Attorney by charter and City Council consent is authorized to edit all contracts, ordinances, resolutions and documents as necessary to ensure compliance with the intent of the City Council and all laws and ordinances of the City.

SO RESOLVED this _____ day of _____ 2023.

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

(SEAL)

APPROVED AS TO FORM:



QUINTON G. WASHINGTON, City Attorney

Chapter 10.12 PARKING REGULATIONS

10.12.010 Vehicles to be parked within marked spaces.

Whenever a space is marked off on any public street, highway, or alley, or in a city parking deck, lot, or garage, for the parking of an individual vehicle, every vehicle there parked shall be parked within the lines bounding that space.

(Added during 1991 codification)

10.12.015 Parking prohibitions in general.

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

- A. In any place on the street, highway, or alley, or in a city parking deck, lot, or garage specifically designated by signs indicating no parking.
- B. All areas where there is restricted parking will be noted by visible easy to read signage which complies with the Official Code of Georgia found in OCGA 32-6-50.
- C. In an intersection or a crosswalk
- D. Within 15 feet of a fire hydrant
- E. In front of a public or private driveway
- F. On the roadway side of any vehicle stopped or parked at the edge of a curb of a street. (double parking)
- G. Upon a bridge or other elevated structure upon a highway or within a highway tunnel (unless otherwise posted)
- H. In a center median strip, unless signs are posted permitting parking on the median
- I. In such a manner that obstructs the free use of any alley, street, or roadway
- J. On any controlled-access highway
- K. Within 20 feet of a crosswalk at an intersection, except within an officially marked parking stall.
- L. Within 20 feet of the driveway entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly posted)
- M. Within 30 feet upon the approach to any intersection, flashing beacon, stop sign or traffic-control signal located at the side of a roadway.
- N. On any railroad track or within 50 feet of the nearest rail of a railroad crossing.
- O. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
- P. Within any fire lane either on public or private property.

10.12.016 Parking on sidewalks.

It shall be unlawful for any vehicle, or motorcycle or any other motorized vehicle, to be parked on the sidewalk or other public right-of-way in any space that is not a designated marked parking space. Nothing in this section shall prevent the lawful parking of bicycles or electric assisted bicycles or an authorized emergency vehicle where the operator is engaged in the performance of their duties.

10.12.017 Parking in spaces designated for persons with disabilities.

All spaces on the public streets of the city which may be designated for use by persons with disabilities shall be marked with appropriate signs, and it shall be unlawful for any person to park in a space designated for persons with disabilities in a vehicle which is not displaying a valid parking permit for persons with disabilities, as required by O.C.G.A. § 40-6-226.

10.12.018 Parking prohibited on narrow streets.

The City Council is hereby authorized to erect signs indicating "no parking" upon any street when the width of the roadway does not exceed 20 feet. When official signs prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

10.12.019 Presumption that vehicle owner is violator.

In any prosecution charging a violation of this chapter governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of this chapter, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

10.12.020 Regulation of on-street parking.

- A. The mayor and council hereby find and declare that it is in the best interest of the City of Stockbridge to reduce vehicular congestion on certain residential streets and to facilitate the efficient movement of traffic. As such, a parking zone regulation is necessary to promote the health, safety, and welfare of the residents of such streets; to protect the residents from unreasonable burdens in gaining access to their residences; to preserve the character of the area; to promote efficiency in the maintenance of the street in a clean and safe condition; to preserve the value of property in the area; to preserve the safety of children and other pedestrians; and to promote traffic safety, health, convenience and welfare of the residents.
- B. Except as provided for in this section, there shall be no parking upon any residential street when the width of the roadway does not exceed 20 feet.
- C. Exceptions
 - a. ***For streets with a width of twenty-one (21) to twenty-seven (27) feet or less (curb to curb):***
 - i. Parking shall only be allowed on one side of the street as designated by signage with a residential parking permit issued by the city.
 - ii. Parking is permitted on one side of the street as designated by signage without a residential parking permit on nationally recognized holidays and weekends from 5:00 pm on Friday to 5:00 am on Monday.
 - b. ***For streets with a width of twenty-eight (28) to thirty-four (34) feet or less (curb to curb):***
 - i. Parking is allowed on one (1) side of the street as designated by signage without a residential parking permit.
 - c. ***For streets with a width of greater than thirty-four (34) feet (curb to curb):***

-
- i. Parking is allowed on both sides of the street without a residential parking permit.
 - d. Parking areas designated by Homeowner Associations are exempt from the provisions of this ordinance unless said designations are in violation of city ordinance or state law.
 - e. Service workers performing work at residential homes are exempt from the requirements of this section during the time such work is being performed.

D. Permitting.

- i. **Authority.** The Police Department shall develop guidelines in concert with the City Attorney to oversee the permitting process for residential parking permits.
- ii. **Parking Permits.** Where parking is permitted, a residential parking permit shall allow residents to park based on the provisions of such a permit.
- iii. **Types of Residential Parking Permits.** The following residential parking permits may be granted upon application to the Police Department.
 - a. **Emergency medical waiver permit-** This is a special type of parking permit issued by the city to individuals who have a medical condition or disability that requires them to park close to their destination. This permit shall be issued to individuals with a temporary or permanent medical condition that significantly impacts their mobility and ability to walk long distances. There shall be no charge for an emergency medical waiver permit.
 - b. **Special event permit-** This is a special type of parking permit issued by the city for specific events such as parties, graduations, etc. Only three (3) special events permits per household may be granted per calendar year. No more than five (5) vehicles shall be permitted at any one time. There shall be a \$10 charge per vehicle per special event permit issued.
 - c. **Overnight parking permit.** This is a special type of parking permit issued by the city that allows individuals to park their vehicles overnight between Monday-Friday from 5:00 pm to 5:00 am. This permit is intended to accommodate residents or visitors who need to park their vehicles overnight due to a lack of available parking on their property or in their neighborhood. Only two (2) overnight parking permits per household may be granted per calendar year. There shall be no charge for an overnight parking permit.
- iv. **Permit bestows privilege; display of permit.** The holder of a residential parking permit shall be permitted to park a motor vehicle displaying the permit and operated by him or her in a designated residential parking area. While a vehicle for which a residential parking permit has been issued is so parked, such a permit shall be prominently displayed in the front window of the vehicle.
- v. **Where parking prohibited.** A residential parking permit shall not authorize the holder to park a motor vehicle in such places where the stopping, standing, or parking of a motor vehicle is prohibited or set aside for specific types of vehicles, nor exempt the holder from the observance of any traffic regulation within the controlled residential area.
- vi. **Use by persons other than permittee regulated.** No person other than the permittee named thereon shall use the residential parking permit or display it on a vehicle operated or parked, and any such use or display by a person other than the permittee shall constitute a violation of this chapter by the permittee and by the person who so used or displayed such parking permit. Bona fide visitors of the permittee shall be allowed to use the permit with permission of the permittee.
- vii. **False representation.** It shall constitute a violation of this chapter for any person to falsely represent himself as eligible for a residential parking permit and to furnish any false information in an application to obtain a residential parking permit.

viii. **Revocation of permit.** The city is authorized to revoke the residential parking permit of any permittee found to be in violation of this chapter and upon written notification thereof, the permittee shall surrender such to the city. Failure, when so requested, to surrender a residential parking permit so revoked shall constitute a violation of this chapter.

ix. **Replacement of permit.** If a parking permit is lost, damaged, or stolen, there shall be a \$25 replacement cost per permit. This does not apply to emergency medical waiver permits.

E. The prohibitions of this section may be waived for limited special purposes and for limited durations subject to the rules and regulations promulgated by the chief of police. Such purposes may include but are not specifically limited to weddings, funerals, holidays, graduations, emergencies, and other similar circumstances. A parking pass shall be obtained from the police department for any motor vehicle for which a waiver is sought.

F. The director of public works shall erect appropriate signs on residential streets where parking is prohibited, and no person shall park a vehicle upon any such street in violation of any such sign. Signage shall provide adequate notice to residents and visitors as to the restrictions being imposed and at a minimum signage shall be placed at the beginning and end of each section of the roadway where permit-only parking will be in effect. Such signage shall comply with the minimum signage standards as promulgated by the state Department of Transportation. If practical, the director of public works is also authorized to paint and/or stripe curbs to further designate parking restrictions. An inventory of all roads along with such parking restrictions as provided for in this section shall be prepared by the director of public works and maintained by the police department.

A

(Ord. No. 18-474, § 1, 11-12-2018)

Editor's note(s)—Ord. No. 18-474, § 1, adopted Nov. 12, 2018, repealed the former § 10.12.020, and enacted a new § 10.12.020 as set out herein. The former § 10.12.020 pertained to parking prohibited at all times in certain locations and derived from the 1991 codification.

10.12.030 Special purpose parking zones.

- A. Special purpose parking zones are designated handicapped parking, visitor parking or honorary parking located on any city street, right-of-way, alley or public property.
- B. It is unlawful for the owner or operator of any motor vehicle described in the Official Code of Georgia Annotated § 40-1-1, non-motor object, boat or camper to park the motor vehicle, non-motor object, boat or camper in a parking space designated as a special purpose parking zone for a period of time in excess of forty-eight (48) hours.
- C. Any motor vehicle, non-motor object, boat or camper that remains in a special purpose parking zone longer than forty-eight (48) hours will be towed at owner's expense. The city shall also impose the violation provisions of this chapter.

(Ord. 04-108.1 § 1, 2004)

10.12.040 Overnight parking.

No person shall park a vehicle of any description in any parking lot within the city, regardless of the zoning district in which it is located, for the purpose of camping or overnight stays.

(Ord. 06-164 § 3, 2006)

10.12.050 Reserved.

10.12.060 Vehicles parked in parking lots operated by the city.

No person shall park a vehicle of any description in any parking lot operated by the city, including City Hall, except those having official business with the city, and only in places designated by markings therein and for the time designated therein. Official vehicles of the city of Stockbridge are exempt from the regulations contained in this section.

(Ord. 06-164 § 1, 2006)

10.12.070 Parking in alleys.

No driver, operator or person having charge of any motor vehicle, shall park the same in or along any alley in the city except for such time as may be necessary for the purpose of immediately taking on or discharging passengers or freight.

(Code 1971, Sec. 19-84)

10.12.080 Parking to display vehicle for sale prohibited.

It is unlawful for any person to park any vehicle upon a street for the purpose of displaying it for sale.

(Amended during 1991 codification: Code 1971, Sec. 19-85)

10.12.100 Standing or parking for repairs—Obstruction prohibited.

No vehicle shall be left in any street, alley, sidewalk or public ground in such a manner as to obstruct the free use of the same for the purpose of being repaired, or for any other purpose except in case of unavoidable necessity, when the same shall be removed within a reasonable time.

(Code 1971, Sec. 19-87)

10.12.110 Commercial and/or heavy vehicles parked in residential, commercial, office-institutional, and/or industrial zoning districts.

A. Definitions. For the purpose of this section:

"Commercial vehicle" means any truck or similar motorized mechanism designed to transport individuals or goods which is powered by an engine and which is licensed by applicable governmental authorities as a commercial motor vehicle.

"Commercial zoning district" means any property located within a C-1, C-2, or C-3 zoning district as defined by Title 8, Chapter 8.36 of this code.

"Heavy vehicle" means any large vehicle, cab, trailer, truck, tractor trailer, bus or car carrier (including rollbacks and wreckers), including but not limited to school buses, in excess of nine hundred (900) cubic feet or one (1) ton capacity. Major recreational equipment is governed by the provisions of Section 3-7-97 of the Zoning Ordinance of Henry County, Georgia as adopted by the city of Stockbridge, Georgia in Title 8, Chapter 8.36 of this code.

"Industrial zoning district" means any property located within an M-1 or M-2 zoning district as defined by Title 8, Chapter 8.36 of this code.

"Office-institutional zoning district" means any property located within an O-I zoning district as defined by Title 8, Chapter 8.36 of this code.

"Operations" means the normal range of commercial and business activities, including but not limited to transporting and receiving supplies or merchandise and providing goods or services to the public.

"Parking deck" means a public or private structure or a portion thereof composed of one (1) or more levels of floors used exclusively for the parking of motor vehicles, whether public or private. A parking structure may be totally below grade (as in an underground parking garage) or either partially or totally above grade with those levels being either open or enclosed.

"Parking lot" means any dirt, paved or hard surface used to park or store motor vehicles.

"Residential zoning district" means any property located within an RA, R-1, R-2, R-3, RM-1, RM-2, RM-3, RMH, or RD zoning district as defined by Title 8, Chapter 8.36 of this code.

B. Commercial and/or Heavy Vehicles Parked in Residential Zoning Districts.

1. It is unlawful for any person, firm, or corporation to park a heavy vehicle, or commercial vehicle that is used for commercial purposes in interstate or intrastate commerce, on any public street, private way, or on private property within the city that is located within a residential zoning district, unless the vehicle is actually engaged in loading or unloading activity, where the driver is present and in charge thereof.
2. It is further unlawful for any person, firm, or corporation to maintain a heavy vehicle, or commercial vehicle that is used in interstate or intrastate commerce, on property within a residential zoning district, unless the vehicle is actually engaged in loading or unloading activity, where the driver is present and in charge thereof.
3. It is also unlawful for any person, firm, or corporation to perform any type of maintenance or repair of a heavy vehicle, or a commercial vehicle that is used in interstate or intrastate transportation, within a residential zoning district.
4. It is further unlawful for parts of commercial or heavy vehicles and their accessories, including materials hauled by the vehicles, to be stored in a residential zoning district, on a residential lot, or serviced on a residential lot.

C. Commercial and/or Heavy Vehicles Parked in Commercial or Office-Institutional Zoning Districts.

1. It is unlawful for any person to permit or cause any heavy or commercial vehicle to be parked or stored in a commercial or office-institutional zoning district unless:
 - a. The vehicle is actually engaged in loading or unloading activity where the driver is present and in charge thereof;
 - b. The vehicle is owned or is being used by a business located on the property; or
 - c. A business on the property is conducting operations and the vehicle is being used in connection with such activity.
2. Where a heavy or commercial vehicle is parked in a parking lot located in a commercial or office-institutional zoning district pursuant to exceptions, subsections (C)(1)(a) through (C)(1)(c) of this section, such vehicle shall park only in areas designated and posted as loading zones and/or loading docks.
3. The use of loading zones or loading docks by operators of heavy and/or commercial vehicles for sleeping or parking overnight is strictly prohibited.
4. The provisions of subsection C of this section shall not apply to truck rental, leasing, or sale facilities operating and conducting business within the C-3 zoning district.

-
5. **Parking in Hotel or Motel Lots.**
- a. Heavy and/or commercial vehicles may be parked in the parking lots of hotels and motels provided that the operators of said vehicles are registered guests of the hotel or motel, staying overnight and paying the full price of lodging, and provided that said vehicles are parked within the lines of a designated parking space clearly marked for trucks.
- b. Where said heavy and/or commercial vehicle is a tractor trailer, only the cab of the tractor trailer may be parked in a hotel or motel parking lot in accordance with this subsection.
- c. Any hotel or motel providing designated parking spaces for the parking of heavy and/or commercial vehicles pursuant to this subsection is prohibited from acting as a routing agent for said vehicles.
- D. **Parking Decks.** No heavy vehicles shall be permitted to park in any parking deck located in any zoning district within the city.
- E. **Parking Commercial and/or Heavy Vehicles Overnight or for Storage Purposes.** Commercial and/or heavy vehicles may be parked overnight or for storage purposes only in industrial zoning districts within the city and within the C-3 zoning district as provided by subsection (C)(4) of this section.
- F. **Jurisdiction and Enforcement.** The municipal court of the city of Stockbridge shall have jurisdiction to hear, try, and dispose of citations that are issued for violations of this chapter. Citations may be issued by the city or its designee. Any vehicle owner or operator who violates the terms and conditions of this section shall be guilty of a misdemeanor and punished in accordance with Section 10.12.120 of this chapter. Each day such violation exists shall be deemed a separate offense.

(Ord. 07-169 § 1, 2007; Ord. 06-164 § 2, 2006)

10.12.115 Junked motor vehicles.

- A. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
1. "Abandoned motor vehicle" means a vehicle which does not bear a current state license plate, unless said vehicle is stored within a completely enclosed building or it is stored on a bona fide sales lot and is in a satisfactory operating condition.
2. "Junked motor vehicle" means any wrecked, non-operable, dismantled automobile, truck, trailer, recreational vehicle, motor home, or other vehicle.
3. "Motor vehicle" means every vehicle which is self-propelled, except for those used exclusively upon stationary rails or tracks.
4. "Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a street, avenue, highway, or public thoroughfare, except those used exclusively upon stationary rails or tracks. Vehicle includes cars, trucks, trailers, recreational vehicles and motor homes.
- B. The presence of any junked or abandoned motor vehicle on public property or any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed a public nuisance.
- C. It shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any motor vehicle on the real property of another or to suffer, permit or allow junked or abandoned motor vehicles to be parked, let or maintained in his own real property.

-
- D. The provisions of this section shall not apply to:
1. Any motor vehicle in an enclosed building.
 2. Any motor vehicle on the premises of a business enterprise operated in a lawful manner, when necessary to the operation of such business enterprise.
 3. Any motor vehicle on property occupied and used for repair, reconditioning and remodeling of motor vehicles in conformance with the zoning ordinance of the city.
 4. Any motor vehicles being on property by an insurance company providing insurance to cover damages to the vehicle.
- E. The provisions of this article shall be administered and enforced by the city manager or his duly authorized agent who is hereby authorized to enter upon private or public property to examine a junked or abandoned motor vehicle or obtain information as to the identity of a junked or abandoned motor vehicle or to remove or cause the removal of a junked or abandoned motor vehicle declared to be a nuisance pursuant to this article. When the city has contracted with any person, such person shall be authorized to enter upon private property or public property to remove or cause the removal of a junked or abandoned motor vehicle declared to be a nuisance pursuant to this article.
- F. When the city manager or his duly authorized agent shall deem such public nuisance to exist, he shall issue a notice to the parties hereinafter stated. Such notice shall:
1. Be in writing.
 2. Specify the public nuisance and its location.
 3. Request the public nuisance to be abated within ten (10) days from the notice.
- G. If, after a diligent search has been made, the city manager or his duly authorized agent shall be unable to determine the owner of a junked or abandoned vehicle, he may serve such notice by attaching it to the junked or abandoned motor vehicle and this shall constitute service upon the owner of such junked or abandoned motor vehicle.
- H. Any owner of a junked motor vehicle, trailer or motorhome being dissatisfied with the decision that a junked motor vehicle, trailer or motorhome is a public nuisance shall have the right to object to such decision by filing a notice with the city clerk within the ten (10) days. Such appeal shall be heard by the municipal judge who may affirm, amend, or reverse the order and take other action deemed appropriate. The city clerk shall give written notice of the date, time and place of the hearing to the appellant.
- I. Five (5) days after the action of the municipal court authorizing the removal of a nuisance under this article following appeal, the junked motor vehicle, trailer or motorhome may be removed from the premises by the city manager or his duly authorized agent and stored at the owner's expense.
- J. Parking or storing abandoned, wrecked or junked motor vehicles, power-driven construction equipment, lumber, metal, or any other miscellaneous scrap or salvageable material in all residential zoning districts is prohibited. For the purposes of this subsection, an abandoned vehicle shall mean a vehicle without a current state license plate, and/or an inoperable vehicle.
- K. For purposes of these regulations, major recreational equipment is defined as including boats and boat trailers, travel trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), motorized dwelling, motor coaches, tent trailers, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not. Such major recreational equipment, when in an operable condition, may be parked or stored in side yards or rear yards or in a carport or enclosed building; provided, however, that such equipment may be parked anywhere on residential premises for a period not to exceed twenty-four (24) hours during loading or unloading. In the case of a corner lot, no vehicles may be

parked or stored in the side yard on the street side of the lot. No such equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.

- L. The removal of a junked or abandoned motor vehicle under this article from the premises prior to the expiration of the ten (10) days' notice shall be considered compliance with the provisions of this article and no further action shall be taken against the owner of the junked or abandoned motor vehicle or the owner or occupants of the premises. Written permission given to the city manager or his duly authorized agent for the removal of the junked or abandoned motor vehicle by the owner of the same, the owner or occupant of the premises shall be considered compliance with the provisions of this article on their part and no further action shall be taken against the person giving such permission.

(Ord. 03-69 § 1, 2003)

10.12.120 Violation—Penalty.

Any person who shall violate any provision of this chapter shall, upon conviction, be punished as provided in Section 1.04.080 and/or other code sections where relevant of the City of Stockbridge Code of Ordinances, or applicable Georgia law.

(Ord. 01-23 § 1, 2001; Added during 1991 codification)

10.12.125 Removal of illegally parked vehicles.

- A. General Prohibition—Removal Required. It is unlawful to park a vehicle on any right-of-way in the city for more than twelve (12) hours. It is further unlawful to park any vehicle in violation of the provisions of this chapter. Any vehicle found so parked may be impounded or otherwise removed and all expenses incurred, including but not limited to towing fees, storage and/or impoundment fees, legal fees, and any other additional expenses incurred, shall be paid by the owner thereof or any other party claiming the same.
- B. Removal of Vehicles.
1. When any vehicle is parked or stopped in violation of this chapter or of any ordinance of the city, the police department and code enforcement shall have such vehicle towed to such place as may be designated by the city council.
 2. When any vehicle remains parked or stopped on the right-of-way of any streets or highways within the city for a period of twelve (12) hours and after notice has been posted on the vehicle by the police or code enforcement, it shall be deemed abandoned and the police or code enforcement may have such vehicle towed to such place as the city council may designate.
 3. When any vehicle is parked or stopped on any right-of-way in the city or in violation of this chapter or of any ordinance of the city so that it constitutes a safety hazard, code enforcement or the police may have such vehicle towed immediately to such place as the city council may designate.
- C. Presumption of Ownership. It shall be presumed that the owner is the registered owner of the vehicle according to state records, but any person causing or allowing any such vehicle to be left on the public streets shall likewise be guilty and subject to punishment for the violation of this section.
- D. Absence of Current Motor Vehicle Safety Sticker. Absence of a motor vehicle safety sticker shall be prima facie evidence of an automobile being inoperative under the provisions of this section.
- E. Agreement for Wrecker Service. The city council is authorized to enter into an agreement with any person or legal entity for the services of a wrecker to be used for the purposes of this section. Such agreement shall provide a fixed charge to be paid for each vehicle towed under the provisions of this section. The person with whom the agreement is made shall be adequately insured.

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- F. **Storage Charge.** All cars, trucks or vehicles impounded by code enforcement for any reason shall be assessed with a daily storage fee, in addition to towing fee. The car, truck or vehicle shall stand as security to satisfy the storage fee upon failure of the owner to pay same.
 - G. **List to be Kept.** The police department and code enforcement of the city shall at all times keep a list of the vehicles towed under this section accessible to public inspection and inquiry. Such a list shall contain a statement of the number of vehicles towed and the name of the person performing the service.
 - H. **Redemption of Vehicle.** When vehicles are towed under this section, the vehicles shall not be released until the person calling for the vehicle has afforded satisfactory evidence of ownership and paid all costs incidental thereto, including any expenses incurred by the city.

(Ord. 07-170 § 1, 2007)

10.12.130 Enforcement

- A. **Authority to appoint enforcement agents.** The chief of police, or his designee, shall have the authority to appoint any person who is a citizen of the United States, is of good moral character, who has not been previously convicted of a felony, and is a person to enforce the provisions of the parking laws.
- B. **Requirements.** Each person appointed pursuant to this section shall complete an application, satisfactorily complete a course of training on parking enforcement, and take and subscribe to an oath of office as prescribed by the appointing authority.
- C. **Investigation.** Upon receipt of the application, the chief of police, or his designee, shall cause a complete and thorough investigation to be made of the applicant to determine his or her moral, physical, and mental qualifications.
- D. **Service of citations, limitations.** Any person appointed shall have the power to serve citations for violations for failure to comply with the parking laws in the same manner as any law enforcement officer or code enforcement officer of the city subject to the following limitations:
 - a. No person so appointed shall be deemed a peace officer, nor have the general powers of a police officer, nor an employee of the city, nor receive any compensation therefrom;
 - b. No person appointed shall be required to complete training to be a certified police officer;
 - c. No person appointed shall have the power or duty to enforce any other traffic or criminal laws;
 - d. No person appointed shall have the power to possess and carry firearms and other weapons for the purpose of enforcing the parking laws for persons with disabilities;
 - e. No person appointed shall be entitled to any indemnification from the city for any injury or property damage sustained as a result of enforcement activities. Each authorized person shall specifically acknowledge that such person has no rights to any claim of injury or property damage resulting from enforcement activities of the parking laws;
 - f. The City of Stockbridge shall not be liable or accountable for or on account of any act or omission of any person appointed pursuant to this Code section in connection with such person's enforcement of the parking laws. Each authorized person shall specifically hold harmless the City of Stockbridge and its employees and agents harmless from any liability for any such act or omission by such authorized person.
 - g. **Identification.** Every person appointed shall be required to wear identification purposes while in the performance of his or her duties.

Chapter 10.12 PARKING REGULATIONS

10.12.010 Vehicles to be parked within marked spaces.

Whenever a space is marked off on any public street, highway, or alley, or in a city parking deck, lot, or garage, for the parking of an individual vehicle, every vehicle there parked shall be parked within the lines bounding that space.

(Added during 1991 codification)

10.12.015 Parking prohibitions in general.

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

- A. In any place on the street, highway, or alley, or in a city parking deck, lot, or garage specifically designated by signs indicating no parking.
- B. All areas where there is restricted parking will be noted by visible easy to read signage which complies with the Official Code of Georgia found in OCGA 32-6-50.
- C. In an intersection or a crosswalk
- D. Within 15 feet of a fire hydrant
- E. In front of a public or private driveway
- F. On the roadway side of any vehicle stopped or parked at the edge of a curb of a street. (double parking)
- G. Upon a bridge or other elevated structure upon a highway or within a highway tunnel (unless otherwise posted)
- H. In a center median strip, unless signs are posted permitting parking on the median
- I. In such a manner that obstructs the free use of any alley, street, or roadway
- J. On any controlled-access highway
- K. Within 20 feet of a crosswalk at an intersection, except within an officially marked parking stall.
- L. Within 20 feet of the driveway entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly posted)
- M. Within 30 feet upon the approach to any intersection, flashing beacon, stop sign or traffic-control signal located at the side of a roadway.
- N. On any railroad track or within 50 feet of the nearest rail of a railroad crossing.
- O. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
- P. Within any fire lane either on public or private property.

10.12.016 Parking on sidewalks.

It shall be unlawful for any vehicle, or motorcycle or any other motorized vehicle, to be parked on the sidewalk or other public right-of-way in any space that is not a designated marked parking space. Nothing in this section shall prevent the lawful parking of bicycles or electric assisted bicycles or an authorized emergency vehicle where the operator is engaged in the performance of their duties.

10.12.017 Parking in spaces designated for persons with disabilities.

All spaces on the public streets of the city which may be designated for use by persons with disabilities shall be marked with appropriate signs, and it shall be unlawful for any person to park in a space designated for persons with disabilities in a vehicle which is not displaying a valid parking permit for persons with disabilities, as required by O.C.G.A. § 40-6-226.

10.12.018 Parking prohibited on narrow streets.

The City Council is hereby authorized to erect signs indicating "no parking" upon any street when the width of the roadway does not exceed 20 feet. When official signs prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

10.12.019 Presumption that vehicle owner is violator.

In any prosecution charging a violation of this chapter governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of this chapter, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

10.12.020 Regulation of on-street parking.

- A. The mayor and council hereby find and declare that it is in the best interest of the City of Stockbridge to reduce vehicular congestion on certain residential streets and to facilitate the efficient movement of traffic. As such, a parking zone regulation is necessary to promote the health, safety, and welfare of the residents of such streets; to protect the residents from unreasonable burdens in gaining access to their residences; to preserve the character of the area; to promote efficiency in the maintenance of the street in a clean and safe condition; to preserve the value of property in the area; to preserve the safety of children and other pedestrians; and to promote traffic safety, health, convenience and welfare of the residents.
- B. Except as provided for in this section, there shall be no parking upon any residential street when the width of the roadway does not exceed 20 feet.
- C. Exceptions
 - a. For streets with a width of twenty-one (21) to twenty-seven (27) feet or less (curb to curb):**
 - i. Parking shall only be allowed on one side of the street as designated by signage with a residential parking permit issued by the city.
 - ii. Parking is permitted on one side of the street as designated by signage without a residential parking permit on nationally recognized holidays and weekends from 5:00 pm on Friday to 5:00 am on Monday.
 - b. For streets with a width of twenty-eight (28) to thirty-four (34) feet or less (curb to curb):**
 - i. Parking is allowed on one (1) side of the street as designated by signage without a residential parking permit.
 - c. For streets with a width of greater than thirty-four (34) feet (curb to curb):**

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- i. Parking is allowed on both sides of the street without a residential parking permit.
 - d. Parking areas designated by Homeowner Associations are exempt from the provisions of this ordinance unless said designations are in violation of city ordinance or state law.
 - e. Service workers performing work at residential homes are exempt from the requirements of this section during the time such work is being performed.
- D. Permitting.
- i. *Authority.* The Police Department shall develop guidelines in concert with the City Attorney to oversee the permitting process for residential parking permits.
 - ii. *Parking Permits.* Where parking is permitted, a residential parking permit shall allow residents to park based on the provisions of such a permit.
 - iii. *Types of Residential Parking Permits.* The following residential parking permits may be granted upon application to the Police Department.
 - a. Emergency medical waiver permit- This is a special type of parking permit issued by the city to individuals who have a medical condition or disability that requires them to park close to their destination. This permit shall be issued to individuals with a temporary or permanent medical condition that significantly impacts their mobility and ability to walk long distances. There shall be no charge for an emergency medical waiver permit.
 - b. Special event permit- This is a special type of parking permit issued by the city for specific events such as parties, graduations, etc. Only three (3) special events permits per household may be granted per calendar year. No more than five (5) vehicles shall be permitted at any one time. There shall be a \$10 charge per vehicle per special event permit issued.
 - c. Overnight parking permit. This is a special type of parking permit issued by the city that allows individuals to park their vehicles overnight between Monday-Friday from 5:00 pm to 5:00 am. This permit is intended to accommodate residents or visitors who need to park their vehicles overnight due to a lack of available parking on their property or in their neighborhood. Only two (2) overnight parking permits per household may be granted per calendar year. There shall be no charge for an overnight parking permit.
 - iv. *Permit bestows privilege; display of permit.* The holder of a residential parking permit shall be permitted to park a motor vehicle displaying the permit and operated by him or her in a designated residential parking area. While a vehicle for which a residential parking permit has been issued is so parked, such a permit shall be prominently displayed in the front window of the vehicle.
 - v. *Where parking prohibited.* A residential parking permit shall not authorize the holder to park a motor vehicle in such places where the stopping, standing, or parking of a motor vehicle is prohibited or set aside for specific types of vehicles, nor exempt the holder from the observance of any traffic regulation within the controlled residential area.
 - vi. *Use by persons other than permittee regulated.* No person other than the permittee named thereon shall use the residential parking permit or display it on a vehicle operated or parked, and any such use or display by a person other than the permittee shall constitute a violation of this chapter by the permittee and by the person who so used or displayed such parking permit. Bona fide visitors of the permittee shall be allowed to use the permit with permission of the permittee.
 - vii. *False representation.* It shall constitute a violation of this chapter for any person to falsely represent himself as eligible for a residential parking permit and to furnish any false information in an application to obtain a residential parking permit.

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- viii. *Revocation of permit.* The city is authorized to revoke the residential parking permit of any permittee found to be in violation of this chapter and upon written notification thereof, the permittee shall surrender such to the city. Failure, when so requested, to surrender a residential parking permit so revoked shall constitute a violation of this chapter.
 - ix. *Replacement of permit.* If a parking permit is lost, damaged, or stolen, there shall be a \$25 replacement cost per permit. This does not apply to emergency medical waiver permits.
- E. The prohibitions of this section may be waived for limited special purposes and for limited durations subject to the rules and regulations promulgated by the chief of police. Such purposes may include but are not specifically limited to weddings, funerals, holidays, graduations, emergencies, and other similar circumstances. A parking pass shall be obtained from the police department for any motor vehicle for which a waiver is sought.
- F. The director of public works shall erect appropriate signs on residential streets where parking is prohibited, and no person shall park a vehicle upon any such street in violation of any such sign. Signage shall provide adequate notice to residents and visitors as to the restrictions being imposed and at a minimum signage shall be placed at the beginning and end of each section of the roadway where permit-only parking will be in effect. Such signage shall comply with the minimum signage standards as promulgated by the state Department of Transportation. If practical, the director of public works is also authorized to paint and/or stripe curbs to further designate parking restrictions. An inventory of all roads along with such parking restrictions as provided for in this section shall be prepared by the director of public works and maintained by the police department.

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(Ord. No. 18-474, § 1, 11-12-2018)

Editor's note(s)—Ord. No. 18-474, § 1, adopted Nov. 12, 2018, repealed the former § 10.12.020, and enacted a new § 10.12.020 as set out herein. The former § 10.12.020 pertained to parking prohibited at all times in certain locations and derived from the 1991 codification.

10.12.030 Special purpose parking zones.

- A. Special purpose parking zones are designated handicapped parking, visitor parking or honorary parking located on any city street, right-of-way, alley or public property.
- B. It is unlawful for the owner or operator of any motor vehicle described in the Official Code of Georgia Annotated § 40-1-1, non-motor object, boat or camper to park the motor vehicle, non-motor object, boat or camper in a parking space designated as a special purpose parking zone for a period of time in excess of forty-eight (48) hours.
- C. Any motor vehicle, non-motor object, boat or camper that remains in a special purpose parking zone longer than forty-eight (48) hours will be towed at owner's expense. The city shall also impose the violation provisions of this chapter.

(Ord. 04-108.1 § 1, 2004)

10.12.040 Overnight parking.

No person shall park a vehicle of any description in any parking lot within the city, regardless of the zoning district in which it is located, for the purpose of camping or overnight stays.

(Ord. 06-164 § 3, 2006)

10.12.050 Reserved.

10.12.060 Vehicles parked in parking lots operated by the city.

No person shall park a vehicle of any description in any parking lot operated by the city, including City Hall, except those having official business with the city, and only in places designated by markings therein and for the time designated therein. Official vehicles of the city of Stockbridge are exempt from the regulations contained in this section.

(Ord. 06-164 § 1, 2006)

10.12.070 Parking in alleys.

No driver, operator or person having charge of any motor vehicle, shall park the same in or along any alley in the city except for such time as may be necessary for the purpose of immediately taking on or discharging passengers or freight.

(Code 1971, Sec. 19-84)

10.12.080 Parking to display vehicle for sale prohibited.

It is unlawful for any person to park any vehicle upon a street for the purpose of displaying it for sale.

(Amended during 1991 codification: Code 1971, Sec. 19-85)

10.12.100 Standing or parking for repairs—Obstruction prohibited.

No vehicle shall be left in any street, alley, sidewalk or public ground in such a manner as to obstruct the free use of the same for the purpose of being repaired, or for any other purpose except in case of unavoidable necessity, when the same shall be removed within a reasonable time.

(Code 1971, Sec. 19-87)

10.12.110 Commercial and/or heavy vehicles parked in residential, commercial, office-institutional, and/or industrial zoning districts.

A. Definitions. For the purpose of this section:

"Commercial vehicle" means any truck or similar motorized mechanism designed to transport individuals or goods which is powered by an engine and which is licensed by applicable governmental authorities as a commercial motor vehicle.

"Commercial zoning district" means any property located within a C-1, C-2, or C-3 zoning district as defined by Title 8, Chapter 8.36 of this code.

"Heavy vehicle" means any large vehicle, cab, trailer, truck, tractor trailer, bus or car carrier (including rollbacks and wreckers), including but not limited to school buses, in excess of nine hundred (900) cubic feet or one (1) ton capacity. Major recreational equipment is governed by the provisions of Section 3-7-97 of the Zoning Ordinance of Henry County, Georgia as adopted by the city of Stockbridge, Georgia in Title 8, Chapter 8.36 of this code.

"Industrial zoning district" means any property located within an M-1 or M-2 zoning district as defined by Title 8, Chapter 8.36 of this code.

"Office-institutional zoning district" means any property located within an O-I zoning district as defined by Title 8, Chapter 8.36 of this code.

"Operations" means the normal range of commercial and business activities, including but not limited to transporting and receiving supplies or merchandise and providing goods or services to the public.

"Parking deck" means a public or private structure or a portion thereof composed of one (1) or more levels of floors used exclusively for the parking of motor vehicles, whether public or private. A parking structure may be totally below grade (as in an underground parking garage) or either partially or totally above grade with those levels being either open or enclosed.

"Parking lot" means any dirt, paved or hard surface used to park or store motor vehicles.

"Residential zoning district" means any property located within an RA, R-1, R-2, R-3, RM-1, RM-2, RM-3, RMH, or RD zoning district as defined by Title 8, Chapter 8.36 of this code.

B. Commercial and/or Heavy Vehicles Parked in Residential Zoning Districts.

1. It is unlawful for any person, firm, or corporation to park a heavy vehicle, or commercial vehicle that is used for commercial purposes in interstate or intrastate commerce, on any public street, private way, or on private property within the city that is located within a residential zoning district, unless the vehicle is actually engaged in loading or unloading activity, where the driver is present and in charge thereof.
2. It is further unlawful for any person, firm, or corporation to maintain a heavy vehicle, or commercial vehicle that is used in interstate or intrastate commerce, on property within a residential zoning district, unless the vehicle is actually engaged in loading or unloading activity, where the driver is present and in charge thereof.
3. It is also unlawful for any person, firm, or corporation to perform any type of maintenance or repair of a heavy vehicle, or a commercial vehicle that is used in interstate or intrastate transportation, within a residential zoning district.
4. It is further unlawful for parts of commercial or heavy vehicles and their accessories, including materials hauled by the vehicles, to be stored in a residential zoning district, on a residential lot, or serviced on a residential lot.

C. Commercial and/or Heavy Vehicles Parked in Commercial or Office-Institutional Zoning Districts.

1. It is unlawful for any person to permit or cause any heavy or commercial vehicle to be parked or stored in a commercial or office-institutional zoning district unless:
 - a. The vehicle is actually engaged in loading or unloading activity where the driver is present and in charge thereof;
 - b. The vehicle is owned or is being used by a business located on the property; or
 - c. A business on the property is conducting operations and the vehicle is being used in connection with such activity.
2. Where a heavy or commercial vehicle is parked in a parking lot located in a commercial or office-institutional zoning district pursuant to exceptions, subsections (C)(1)(a) through (C)(1)(c) of this section, such vehicle shall park only in areas designated and posted as loading zones and/or loading docks.
3. The use of loading zones or loading docks by operators of heavy and/or commercial vehicles for sleeping or parking overnight is strictly prohibited.

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4. The provisions of subsection C of this section shall not apply to truck rental, leasing, or sale facilities operating and conducting business within the C-3 zoning district.
 5. Parking in Hotel or Motel Lots.
 - a. Heavy and/or commercial vehicles may be parked in the parking lots of hotels and motels provided that the operators of said vehicles are registered guests of the hotel or motel, staying overnight and paying the full price of lodging, and provided that said vehicles are parked within the lines of a designated parking space clearly marked for trucks.
 - b. Where said heavy and/or commercial vehicle is a tractor trailer, only the cab of the tractor trailer may be parked in a hotel or motel parking lot in accordance with this subsection.
 - c. Any hotel or motel providing designated parking spaces for the parking of heavy and/or commercial vehicles pursuant to this subsection is prohibited from acting as a routing agent for said vehicles.
 - D. Parking Decks. No heavy vehicles shall be permitted to park in any parking deck located in any zoning district within the city.
 - E. Parking Commercial and/or Heavy Vehicles Overnight or for Storage Purposes. Commercial and/or heavy vehicles may be parked overnight or for storage purposes only in industrial zoning districts within the city and within the C-3 zoning district as provided by subsection (C)(4) of this section.
 - F. Jurisdiction and Enforcement. The municipal court of the city of Stockbridge shall have jurisdiction to hear, try, and dispose of citations that are issued for violations of this chapter. Citations may be issued by the city or its designee. Any vehicle owner or operator who violates the terms and conditions of this section shall be guilty of a misdemeanor and punished in accordance with Section 10.12.120 of this chapter. Each day such violation exists shall be deemed a separate offense.

(Ord. 07-169 § 1, 2007; Ord. 06-164 § 2, 2006)

10.12.115 Junked motor vehicles.

- A. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 1. "Abandoned motor vehicle" means a vehicle which does not bear a current state license plate, unless said vehicle is stored within a completely enclosed building or it is stored on a bona fide sales lot and is in a satisfactory operating condition.
 2. "Junked motor vehicle" means any wrecked, non-operable, dismantled automobile, truck, trailer, recreational vehicle, motor home, or other vehicle.
 3. "Motor vehicle" means every vehicle which is self-propelled, except for those used exclusively upon stationary rails or tracks.
 4. "Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a street, avenue, highway, or public thoroughfare, except those used exclusively upon stationary rails or tracks. Vehicle includes cars, trucks, trailers, recreational vehicles and motor homes.
- B. The presence of any junked or abandoned motor vehicle on public property or any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed a public nuisance.
- C. It shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any motor vehicle on the real property

of another or to suffer, permit or allow junked or abandoned motor vehicles to be parked, let or maintained in his own real property.

- D. The provisions of this section shall not apply to:
1. Any motor vehicle in an enclosed building.
 2. Any motor vehicle on the premises of a business enterprise operated in a lawful manner, when necessary to the operation of such business enterprise.
 3. Any motor vehicle on property occupied and used for repair, reconditioning and remodeling of motor vehicles in conformance with the zoning ordinance of the city.
 4. Any motor vehicles being on property by an insurance company providing insurance to cover damages to the vehicle.
- E. The provisions of this article shall be administered and enforced by the city manager or his duly authorized agent who is hereby authorized to enter upon private or public property to examine a junked or abandoned motor vehicle or obtain information as to the identity of a junked or abandoned motor vehicle or to remove or cause the removal of a junked or abandoned motor vehicle declared to be a nuisance pursuant to this article. When the city has contracted with any person, such person shall be authorized to enter upon private property or public property to remove or cause the removal of a junked or abandoned motor vehicle declared to be a nuisance pursuant to this article.
- F. When the city manager or his duly authorized agent shall deem such public nuisance to exist, he shall issue a notice to the parties hereinafter stated. Such notice shall:
1. Be in writing.
 2. Specify the public nuisance and its location.
 3. Request the public nuisance to be abated within ten (10) days from the notice.
- G. If, after a diligent search has been made, the city manager or his duly authorized agent shall be unable to determine the owner of a junked or abandoned vehicle, he may serve such notice by attaching it to the junked or abandoned motor vehicle and this shall constitute service upon the owner of such junked or abandoned motor vehicle.
- H. Any owner of a junked motor vehicle, trailer or motorhome being dissatisfied with the decision that a junked motor vehicle, trailer or motorhome is a public nuisance shall have the right to object to such decision by filing a notice with the city clerk within the ten (10) days. Such appeal shall be heard by the municipal judge who may affirm, amend, or reverse the order and take other action deemed appropriate. The city clerk shall give written notice of the date, time and place of the hearing to the appellant.
- I. Five (5) days after the action of the municipal court authorizing the removal of a nuisance under this article following appeal, the junked motor vehicle, trailer or motorhome may be removed from the premises by the city manager or his duly authorized agent and stored at the owner's expense.
- J. Parking or storing abandoned, wrecked or junked motor vehicles, power-driven construction equipment, lumber, metal, or any other miscellaneous scrap or salvageable material in all residential zoning districts is prohibited. For the purposes of this subsection, an abandoned vehicle shall mean a vehicle without a current state license plate, and/or an inoperable vehicle.
- K. For purposes of these regulations, major recreational equipment is defined as including boats and boat trailers, travel trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), motorized dwelling, motor coaches, tent trailers, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not. Such major recreational equipment, when in an operable condition, may be parked or stored in side yards or rear yards or in a carport or enclosed building;

provided, however, that such equipment may be parked anywhere on residential premises for a period not to exceed twenty-four (24) hours during loading or unloading. In the case of a corner lot, no vehicles may be parked or stored in the side yard on the street side of the lot. No such equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.

- L. The removal of a junked or abandoned motor vehicle under this article from the premises prior to the expiration of the ten (10) days' notice shall be considered compliance with the provisions of this article and no further action shall be taken against the owner of the junked or abandoned motor vehicle or the owner or occupants of the premises. Written permission given to the city manager or his duly authorized agent for the removal of the junked or abandoned motor vehicle by the owner of the same, the owner or occupant of the premises shall be considered compliance with the provisions of this article on their part and no further action shall be taken against the person giving such permission.

(Ord. 03-69 § 1, 2003)

10.12.120 Violation—Penalty.

Any person who shall violate any provision of this chapter shall, upon conviction, be punished as provided in Section 1.04.080 and/or other code sections where relevant of the City of Stockbridge Code of Ordinances, or applicable Georgia law.

(Ord. 01-23 § 1, 2001; Added during 1991 codification)

10.12.125 Removal of illegally parked vehicles.

- A. **General Prohibition—Removal Required.** It is unlawful to park a vehicle on any right-of-way in the city for more than twelve (12) hours. It is further unlawful to park any vehicle in violation of the provisions of this chapter. Any vehicle found so parked may be impounded or otherwise removed and all expenses incurred, including but not limited to towing fees, storage and/or impoundment fees, legal fees, and any other additional expenses incurred, shall be paid by the owner thereof or any other party claiming the same.
- B. **Removal of Vehicles.**
 - 1. When any vehicle is parked or stopped in violation of this chapter or of any ordinance of the city, the police department and code enforcement shall have such vehicle towed to such place as may be designated by the city council.
 - 2. When any vehicle remains parked or stopped on the right-of-way of any streets or highways within the city for a period of twelve (12) hours and after notice has been posted on the vehicle by the police or code enforcement, it shall be deemed abandoned and the police or code enforcement may have such vehicle towed to such place as the city council may designate.
 - 3. When any vehicle is parked or stopped on any right-of-way in the city or in violation of this chapter or of any ordinance of the city so that it constitutes a safety hazard, code enforcement or the police may have such vehicle towed immediately to such place as the city council may designate.
- C. **Presumption of Ownership.** It shall be presumed that the owner is the registered owner of the vehicle according to state records, but any person causing or allowing any such vehicle to be left on the public streets shall likewise be guilty and subject to punishment for the violation of this section.
- D. **Absence of Current Motor Vehicle Safety Sticker.** Absence of a motor vehicle safety sticker shall be prima facie evidence of an automobile being inoperative under the provisions of this section.
- E. **Agreement for Wrecker Service.** The city council is authorized to enter into an agreement with any person or legal entity for the services of a wrecker to be used for the purposes of this section. Such agreement shall

provide a fixed charge to be paid for each vehicle towed under the provisions of this section. The person with whom the agreement is made shall be adequately insured.

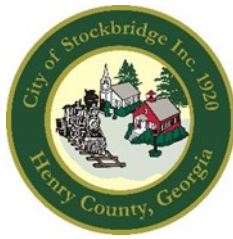
- F. **Storage Charge.** All cars, trucks or vehicles impounded by code enforcement for any reason shall be assessed with a daily storage fee, in addition to towing fee. The car, truck or vehicle shall stand as security to satisfy the storage fee upon failure of the owner to pay same.
- G. **List to be Kept.** The police department and code enforcement of the city shall at all times keep a list of the vehicles towed under this section accessible to public inspection and inquiry. Such a list shall contain a statement of the number of vehicles towed and the name of the person performing the service.
- H. **Redemption of Vehicle.** When vehicles are towed under this section, the vehicles shall not be released until the person calling for the vehicle has afforded satisfactory evidence of ownership and paid all costs incidental thereto, including any expenses incurred by the city.

(Ord. 07-170 § 1, 2007)

10.12.130 Enforcement

- A. **Authority to appoint enforcement agents.** The chief of police, or his designee, shall have the authority to appoint any person who is a citizen of the United States, is of good moral character, who has not been previously convicted of a felony, and is a person to enforce the provisions of the parking laws.
- B. **Requirements.** Each person appointed pursuant to this section shall complete an application, satisfactorily complete a course of training on parking enforcement, and take and subscribe to an oath of office as prescribed by the appointing authority.
- C. **Investigation.** Upon receipt of the application, the chief of police, or his designee, shall cause a complete and thorough investigation to be made of the applicant to determine his or her moral, physical, and mental qualifications.
- D. **Service of citations, limitations.** Any person appointed shall have the power to serve citations for violations for failure to comply with the parking laws in the same manner as any law enforcement officer or code enforcement officer of the city subject to the following limitations:
 - a. No person so appointed shall be deemed a peace officer, nor have the general powers of a police officer, nor an employee of the city, nor receive any compensation therefrom;
 - b. No person appointed shall be required to complete training to be a certified police officer;
 - c. No person appointed shall have the power or duty to enforce any other traffic or criminal laws;
 - d. No person appointed shall have the power to possess and carry firearms and other weapons for the purpose of enforcing the parking laws for persons with disabilities;
 - e. No person appointed shall be entitled to any indemnification from the city for any injury or property damage sustained as a result of enforcement activities. Each authorized person shall specifically acknowledge that such person has no rights to any claim of injury or property damage resulting from enforcement activities of the parking laws;
 - f. The City of Stockbridge shall not be liable or accountable for or on account of any act or omission of any person appointed pursuant to this Code section in connection with such person's enforcement of the parking laws. Each authorized person shall specifically hold harmless the City of Stockbridge and its employees and agents harmless from any liability for any such act or omission by such authorized person.

-
- g. *Identification.* Every person appointed shall be required to wear identification purposes while in the performance of his or her duties.



City of Stockbridge

AGENDA ITEM

MEETING DATE

AUGUST 14, 2023

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 or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Community Development Staff

DEPARTMENT:

Community Development

ITEM/PROJECT/EVENT:

To consider the adoption of the Five-Year Update to the City of Stockbridge Comprehensive Plan, 2018-2023. It comprises an update to reflect recent development patterns in the City, and it also includes a new Future Land Use Plan and Map. The land use categories have been modified to make needed corrections and clarifications, and to include the new zoning districts which were created through the adoption of the City's new UDC last year.

BACKGROUND INFORMATION:

The Five-Year Update is required by the Georgia Department of Community Affairs. It would be effective from 2024 to 2028. It is being prepared by ARC, in consultation with the Planning and Zoning Staff of the Community Development Department.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

ATTACHMENTS:

☐

ITEM/PROJECT/EVENT:

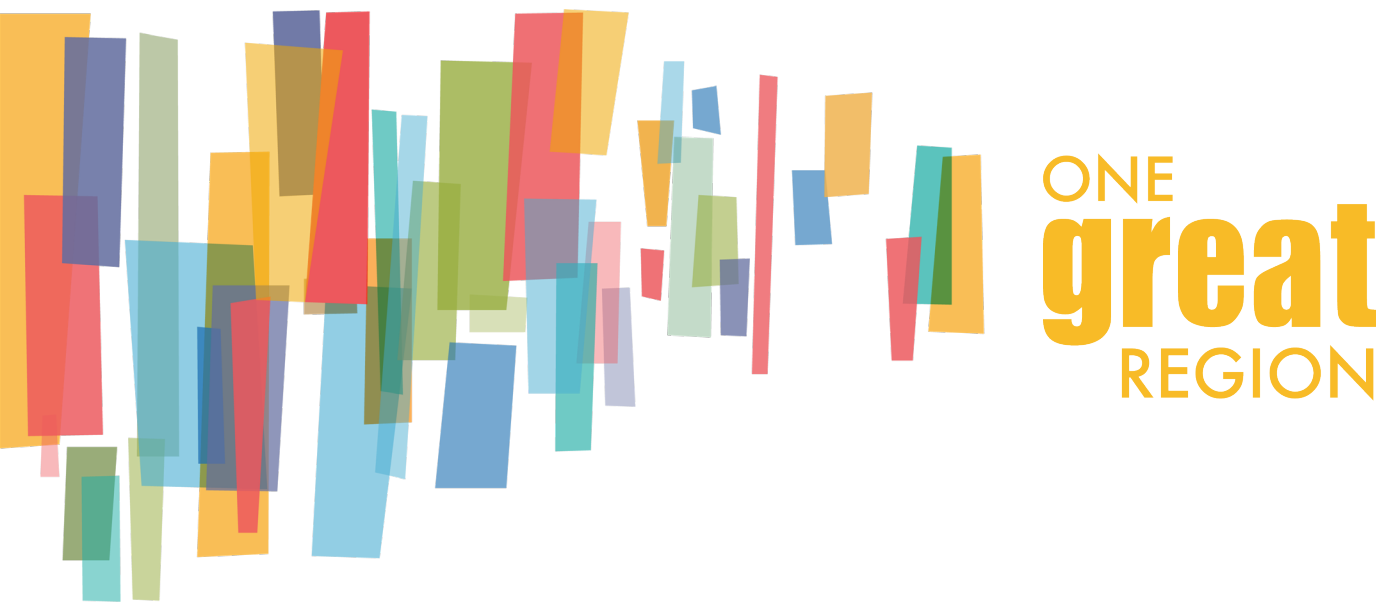
Five-Year Update to the City of Stockbridge Comprehensive Plan, 2018-2023.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

APPROVAL.

Staff Signature_____



City of Stockbridge 2023 Comprehensive Plan-Public Hearing August 14, 2023

Vision

ONE **great** REGION

Mission

Foster thriving communities for all within the Atlanta region through collaborative, data-informed planning and investments.

Values

Excellence | **Integrity** | **Equity**

Goals



Healthy, safe, livable communities in the Atlanta Metro area.



Strategic investments in people, infrastructure, mobility, and preserving natural resources.



Regional services delivered with **operational excellence** and **efficiency**.



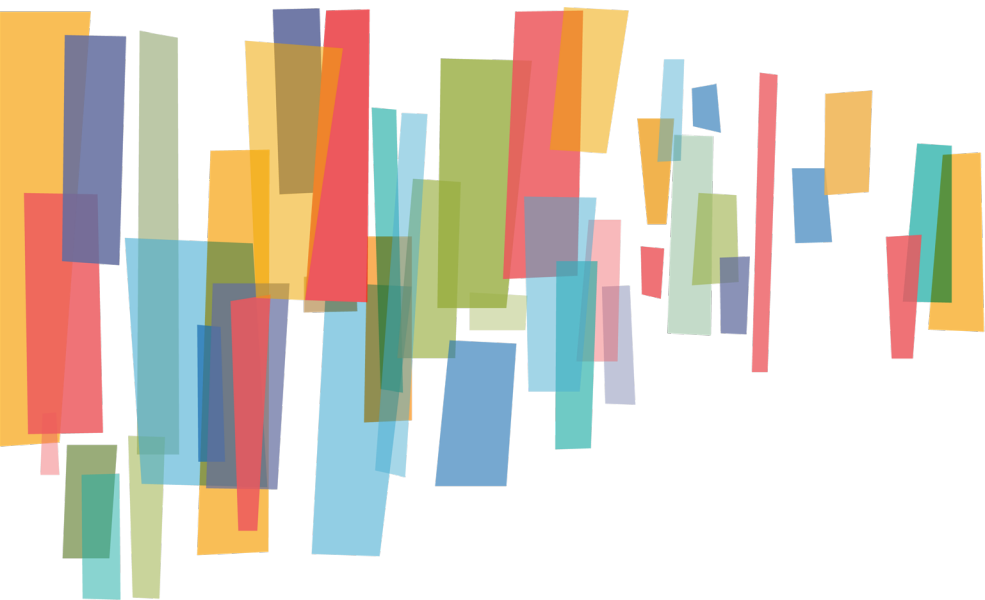
Diverse stakeholders engage and take a regional approach to solve local issues.



A competitive economy that is inclusive, innovative, and resilient.

Agenda

- 📊 Welcome & Introductions
- 📊 Timeline
- 📊 Vision
- 📊 Public Input
- 📊 Summary of Changes
- 📊 Report of Accomplishments and Community Work Program
- 📊 Next Steps
- 📊 Q&A



Welcome & Introductions

WHY DO WE PLAN?



...and because the State of Georgia requires local governments to maintain a comprehensive plan!

PROCESS | ELEMENTS REQUIRING UPDATE EVERY 5 YEARS

- Per DCA rules at Ch. 110-12-1-.03
 - Needs and Opportunities
 - Broadband
 - Land Use
 - Report of Accomplishments (ROA) – Provides status for every project in existing/previous Community Work Program (CWP)
 - New CWP – Includes projects noted as Underway or Postponed in ROA, plus any brand-new items, covering next 5 years

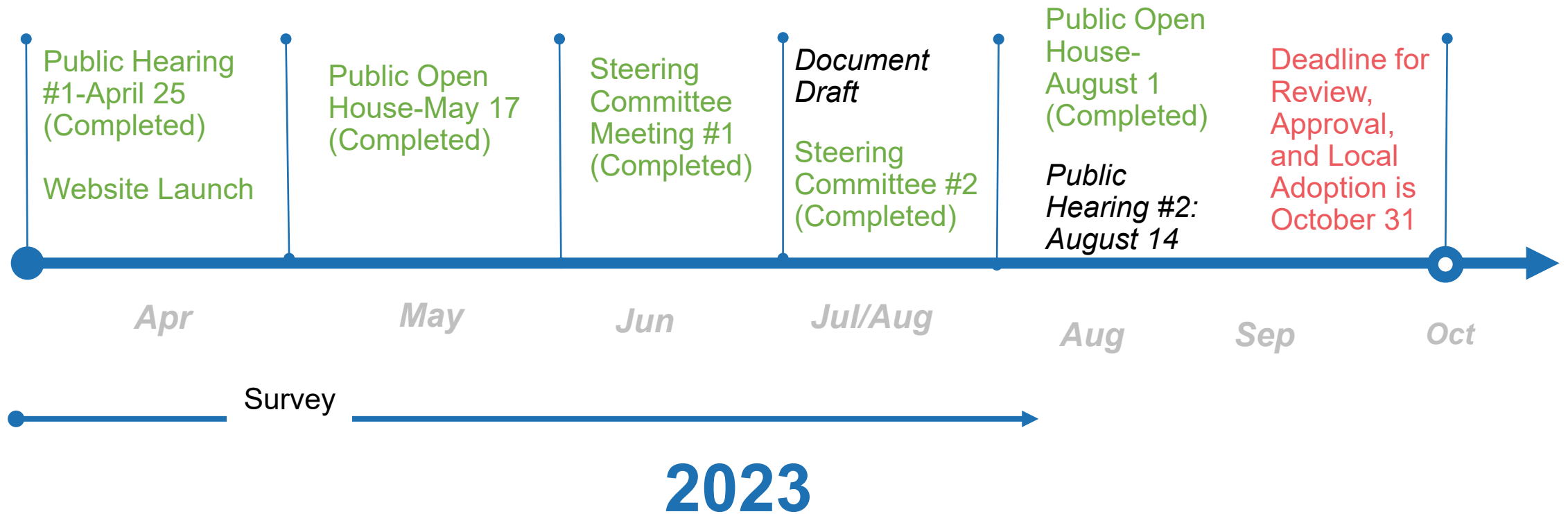
PROCESS | ELEMENTS RCs ARE REQUIRED TO HELP WITH

- Per DCA rules at Ch. 110-12-1-.03(7)(b)
 - Goals
 - Needs and Opportunities
 - Broadband
 - CWP
- ARC's scope covered more than the above requirements
 - Our goal: incorporate feedback wherever appropriate, not just in required areas

Update Focus

- Land Use
- Housing
- Goals
- Community Work Program
- Long Range Chapter
- Utilize new Strategic Plan and Community Input

What is our timeline?





Stockbridge
Where Community Connects

Vision:

To be the most progressive business and family-oriented community in Metro Atlanta with a focus on enhanced Quality of Life initiatives which promote a sustainable “Live, Work, Play” environment.

Stockbridge Strategic Plan 2022

Tagline/Branding: Where Community Connects

Public Input

Survey: 136 Views with 336 Responses

- Over 88%: Quality of Life-Average or Above Average
- 74% Lived in Stockbridge Over 11 Years
- 29% 50-59 and 70-79 Years of Age
- 92 % Homeowners
- Themes
 - ▶ Small Town/Family Friendly
 - ▶ Traffic Issues
 - ▶ Crime
 - ▶ Lack of Sit-Down Restaurants and Grocery Stores
 - ▶ Need for Pedestrian and Bicycle Safety-Connectivity
 - ▶ Housing for Low and Middle Income

Public Open House Meetings: May 17 and August 1

- Input on Transportation, Housing, Land Use, Priorities, Improvement Locations, Places Frequented in Stockbridge, What Brings You Here

Steering Committee: June 21 and August 1

- Members include residents, economic development interests, elected official, city staff



CITY OF STOCKBRIDGE COMPREHENSIVE PLAN UPDATE

 Translate

Welcome

Survey

Steering Committee

Public Meeting

Resources

S

WHAT IS A COMPREHENSIVE PLAN?

One of the fundamental responsibilities of local government is planning – a word used to describe how a community shapes and guides growth and development. Updating the comprehensive plan offers communities the opportunity to look beyond the

COMPLETE

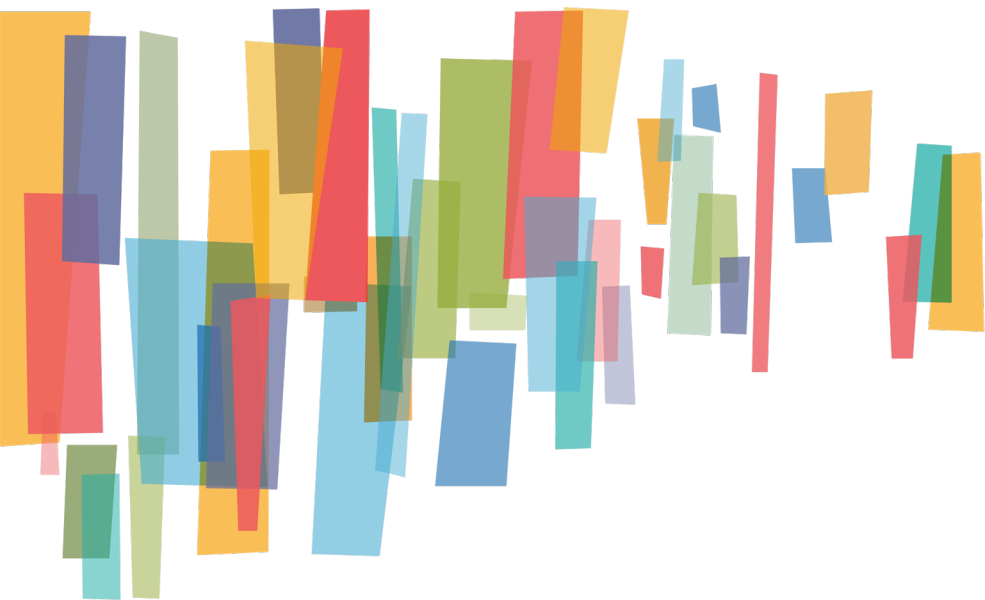
Kick-off Council (Public Hearing)

April 25, 2023 at 6:00 pm

Stockbridge City Hall

4640 North Henry Boulevard
Stockbridge, GA 30281





Summary of Changes

Population and Economic Development

Population Goals

- Existing Comprehensive Plan: To protect and enhance the city's unique qualities while embracing growth and ensuring that all residents have access to critical services, safe and attractive neighborhoods, and good quality, diverse work opportunities.
- *New: Create an environment that fosters an enjoyable life for our citizens and visitors, so they want to stay here, build businesses here and retire here.*
- *New: To determine areas appropriate for annexation.*
- *New: To attract new, diverse residents.*

Economic Development Goals

- Existing Comprehensive Plan: To attract and retain high-quality and diverse employers with quality of life, education, culture, housing, healthcare, **commercial**/retail, and recreation facilities.
- *New: Support activities that stimulate the local economy, so the City can provide a higher standard of living for the citizens.*

Housing, Natural-Cultural-Historic Resources, and Community Facilities

Housing Goal

- Existing Comprehensive Plan: To provide a variety of housing choices and price points to suit the changing needs and lifestyles of city residents and populations interested in moving to Stockbridge.
- *New: To provide additional housing in the downtown core.*
- *New: To provide for new diverse housing types including tiny homes, small lot single-family developments and other appropriate housing types to accommodate “missing middle” housing needs.*

Natural Resources Goal

- Existing Comprehensive Plan: To promote the efficient use of natural resources and to identify and protect environmentally sensitive and culturally/historically significant areas of the city.
- *New: To promote the development of additional parks, greenspace, and trails connected to already existing facilities.*

Community Facilities Goal

- Existing Comprehensive Plan: To make available adequate facilities and services to meet the changing needs of all city residents.
- *New: To ensure infrastructure is updated to meet the needs of the community and promote new development in the City.*

Future Land Use, Transportation, and Broadband

Future Land Use Goal

- Existing Comprehensive Plan: To ensure that new development promotes a better sense of place and preserve valued elements of community character.
- *New: To establish land use designations that meet the needs of the City and are consistent with the new UDC.*
- *New: To identify available land for redevelopment and work with the development community on desirable development.*

Transportation Goal

- Existing Comprehensive Plan: To enhance mobility, accessibility, and environmental quality through the maintenance and expansion of transportation improvements and services.
- *New: To enhance multimodal connectivity throughout the City, specifically around the establishment of an extensive sidewalk system.*

Broadband Goal

- Existing Comprehensive Plan: Every citizen should have affordable access to robust broadband services, and the means and skills to subscribe if they so chose.

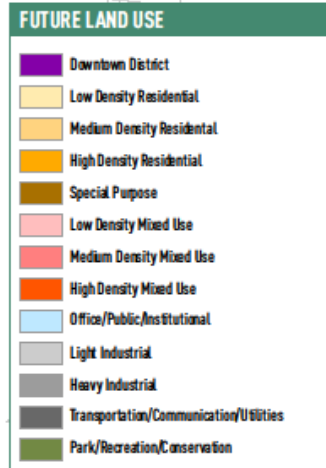
Intergovernmental Coordination Goal

- Existing Comprehensive Plan: To cooperate with neighboring jurisdictions to address shared needs.

New: General Coordination Goal

- *To establish and ensure cooperation between non-profits and other partners within the City.*

STOCKBRIDGE FUTURE LAND USE MAP



0 0.75 1.5 3 Miles

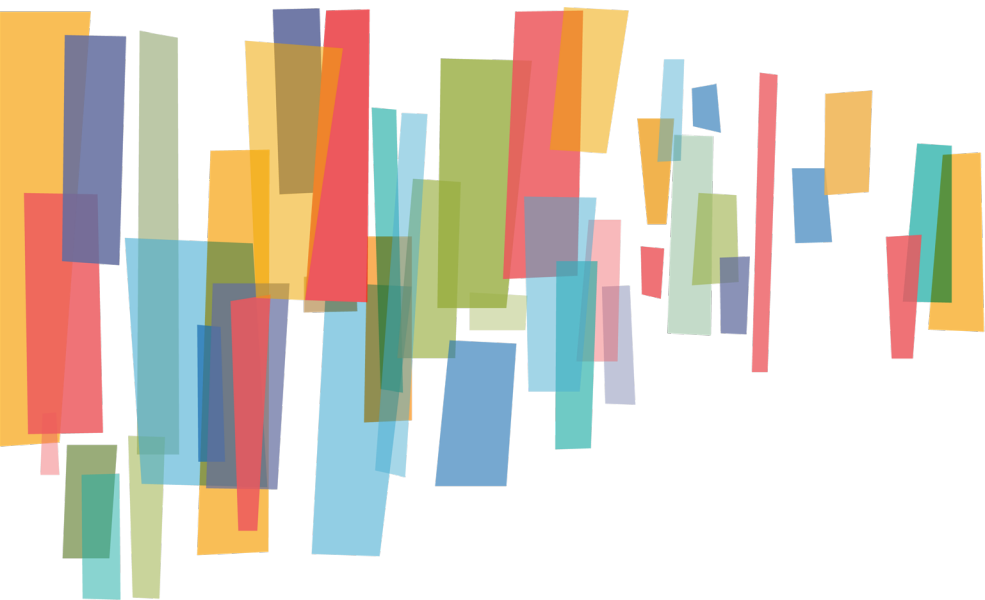
Proposed Changes

- ▮ Parkway Mixed Use/Downtown Village Overlay

- ▮ Large Interchanges

- ▮ Proposed Densities-

- **SPECIAL PURPOSE DISTRICT**- Proposed 16-24 per acre
- **LOW DENSITY RESIDENTIAL**- Proposed 1-3.99 per acre
- **MEDIUM DENSITY RESIDENTIAL**- Proposed 4-7.99 per acre
- **HIGH DENSITY RESIDENTIAL**- Proposed 8-16 units per acre



Report of Accomplishments and Community Work Program

Success-Report of Accomplishments

- 13 Action Items Out of 32
 - Many Projects Underway

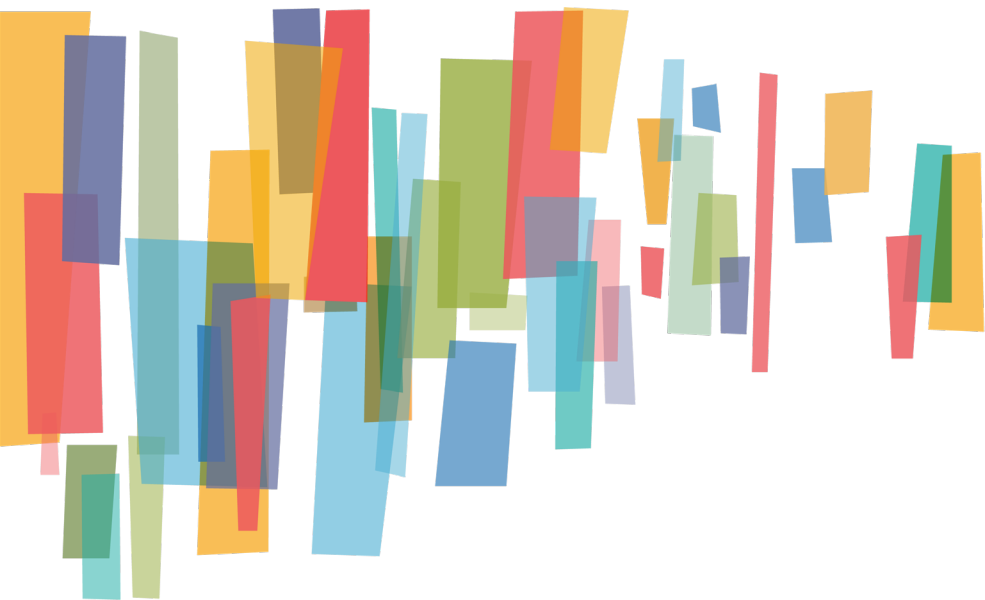


Community Work Plan

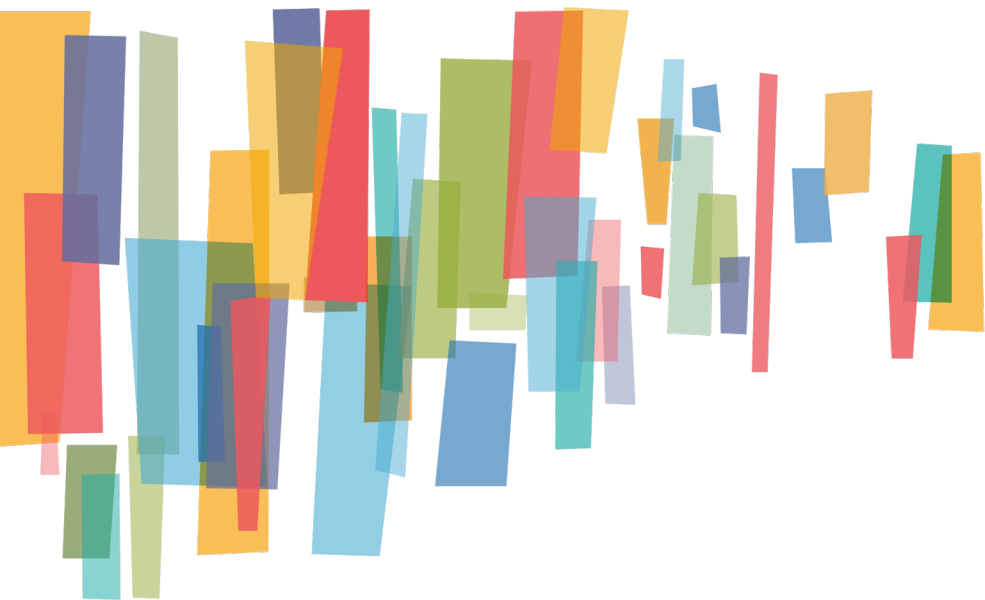
📅 5-Year Plan for Programs and Projects:

- Economic Development
- Land Use
- Parks and Greenspace
- Transportation and Public Works
- Community Facilities

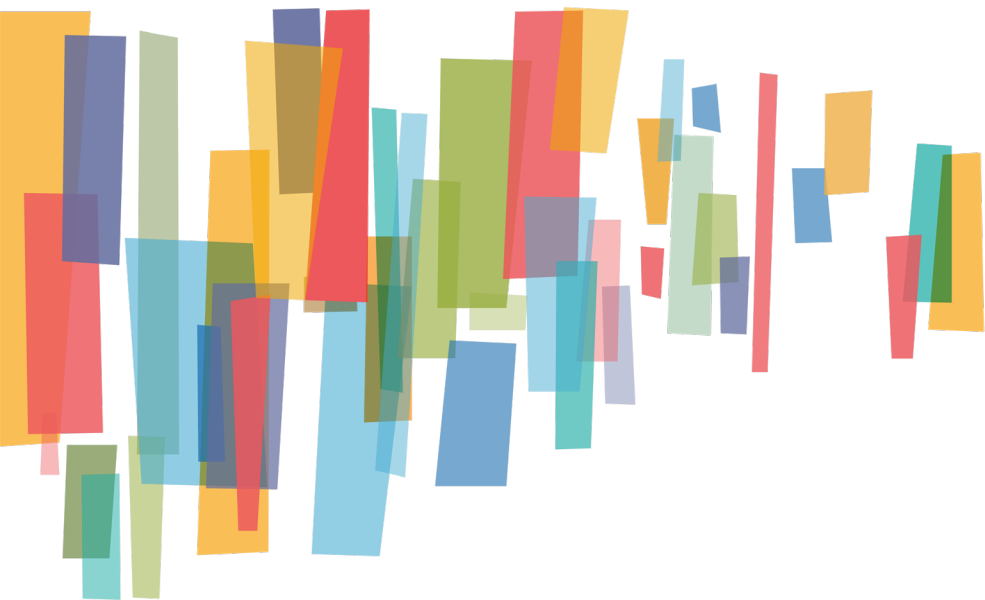




Next Steps



Q&A



Thank You!

Keri Stevens

kstevens@atlantaregional.org

404-455-4745



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

August 14, 2023

ACTION

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

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

AMOUNT: \$27,000.00

FROM ACCOUNT: 100-72000-521203

PRESENTER: RYAN ANDERSON, CHIEF PLANNER

ITEM/PROJECT/EVENT: REQUEST FOR EXTENSION OF EMERGENCY CONTRACT NO 2023-0010 – CIVIL ENGINEERING SERVICES – WHITLEY ENGINEERING, INC.

BACKGROUND INFORMATION:

The Community Development Department is requesting approval to extend the Emergency Contract Number 2023-0010- Civil Engineering Services with Whitley Engineering, Inc.

The Emergency Contract was approved by Council April, 2023. The Agreement is on a month-to-month basis. The Agreement shall expire automatically one hundred and eighty (180) days after commencement of the Agreement, provided that the parties have not terminated the Agreement prior to the 180-day period from commencement or otherwise extended the Agreement. This Agreement shall

not be extended or renewed beyond one year from the execution of the Agreement.

STAFF RECOMMENDATION:

The Community Development Department is requesting City Council's approval to extend the month-to-month Agreement pursuant to Contract Number 2023-0010- Emergency Civil Engineering Services - Whitley Engineering, Inc., and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Agreement is on a month-to-month basis and shall not be extended or renewed for any reason beyond one (1) year from the execution of the Agreement.

April 10, 2023, (R23-1558) the Council approved the Emergency Civil Engineering Services Agreement with Whitley Engineering, Inc. The Contractor shall receive compensation from the City as set forth in the attached Exhibit A, which shall be a total monthly cost of \$4,500.00 (four thousand, five hundred dollars and no cents).

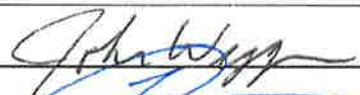
The purpose of the contract is to provide Emergency Services for Civil Engineering plan review and inspection services, etc.

The contract expires October, 2023. The Community Development Department is requesting a one hundred- and eighty-day (180-day) extension of the Agreement through April, 2024.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Exhibit B-
Resolution R23-1558
Contract
Contract Renewal Form

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign	
PROCUREMENT	YES	NO	or N/A Sign	_____
FINANCE DEPT:	YES	NO	or N/A Sign	
CITY MANAGER:	YES	NO	or N/A Sign	



Where Community Connects

PROCUREMENT DIVISION

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

CONTRACT RENEWAL EVALUATION FORM

Date: June 30, 2023

Department: Community Development Department

Contact: Ryan Anderson, Chief Planner

Contract No.: City of Stockbridge Contract Number 2023-0010 – Emergency Civil Engineering Services Agreement with Whitley Engineering, Inc.

The Agreement entered into on April 2023, is on a month-to-month basis. The Agreement expires automatically one hundred eighty (180) days after commencement of the Agreement, provided the parties have not terminated the Agreement prior to the 180-day period from commencement or otherwise extended the Agreement. This Agreement shall not be extended or renewed for any reason beyond one (1) year from the execution of the Agreement. Per the terms, this Agreement is eligible to be renewed/extended for an **additional six (6) month/180-day period**.

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

Section 1: Contractor Evaluation

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

Comments: Mark provided excellent service; very responsive

Section 2: Renewal

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

☒ Yes, we wish to renew

☐ This contract has no renewals left. I wish to rebid. Please see the attached verified scope of services.

a) Check the appropriate box below

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

Please sign and return this form to: Wanda J. Cooley, Procurement Specialist
Procurement Division

Questions regarding this form should be directed to: Ryan Anderson

Submitted by:

R. Ryan Anderson
(Department authorized signature)

Ryan Anderson
(printed name)

Chief Planner
(title)

2-19-23
(date)

**EMERGENCY CIVIL ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN
WHITLEY ENGINEERING, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 24th day of April, 2023, by and between Whitley Engineering, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services regarding emergency civil engineering services for the City (the "Project"); and

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

1. **Term and Termination.** This Agreement shall commence upon execution of the Agreement by the Parties and shall be on a month-to-month basis. The Agreement shall expire automatically one hundred and eighty (180) days after commencement of the Agreement, provided that the parties have not terminated the Agreement prior to the 180-day period from commencement or otherwise extended the Agreement. This Agreement shall not be extended or renewed for any reason beyond one year from the execution of the Agreement. The City may terminate this Agreement at any time for any reason, with or without cause, by providing the Contractor 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, which is attached hereto and incorporated 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 attached Exhibit A, which shall be a total monthly cost of \$4,500.00 (four thousand, five hundred dollars and no cents).

4. **Miscellaneous.**

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

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

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

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

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

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and

accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

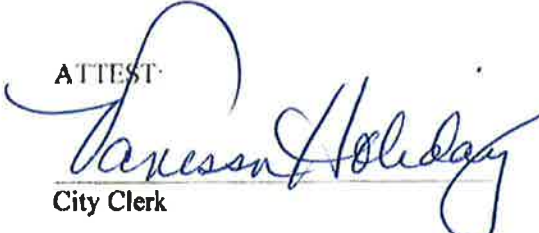
WHITLEY ENGINEERING, INC.

By: 

CITY OF STOCKBRIDGE, GEORGIA

By: 

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Exhibit A

Whitley Engineering, Inc.



Municipal Consulting • Inspections • Design • Review
P. O. Box 893, Hampton, GA 30228
770-946-0256

Proposal for Professional Services
City of Stockbridge
03/15/2023



Municipal Consulting • Inspections • Design • Review
P. O. Box 893, Hampton, GA 30228
770-946-0256

March 15, 2023

Brecca Carter, Director
City of Stockbridge
Department of Community Development
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Dear Mrs. Carter,

Whitley Engineering (*WE*) appreciates the opportunity to work with the City providing civil site development plan reviews and site inspections. *WE* has been in the south Metro Atlanta area for 23 years providing municipal professional engineering consulting services as well as consulting services for private developments.

WE has assisted several municipalities with erosion control inspections/reporting as well as advising the Community Development and Public Works Staff on City Engineering related issues. *WE* also works with several municipalities providing services that include Civil plan review, Erosion/NPDES Program management and inspections, MS4 program oversight, Project Engineering/Management, Public Works oversight, Infrastructure Improvement design, and other professional services. *WE* assisted the Cities of McDonough and Locust Grove in obtaining their MOA with the State.

Our strategy has been to work with local cities providing services related to new development, erosion and sedimentation issues, public works and city engineering related items. *WE* continues to provide professional services to McDonough, Jonesboro, Morrow, Lake City, Lovejoy and Stockbridge at this time.

Thank you for allowing us to work with you. *WE* would appreciate the consideration of continuing that working relationship with you, your staff and the City of Stockbridge. Please contact me should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Mark G. Whitley".

Mark G. Whitley, P.E.
Whitley Engineering, Inc.

Thank you for your business!

One Nation Under God...

Whitley Engineering

Section 1

Company Profile and Background

Whitley Engineering's History & Mission Statement
Whitley Engineering's Professional Services
Whitley Engineering's Current or Recent Projects

Section 2

Qualifications and Project Team

Whitley Engineering's Staffing Capabilities

Section 3

Proposal Summary

Rate Sheet

Section 4

References

Section 1

Section 1

Company Profile and Background

Whitley Engineering's History & Mission Statement

Whitley Engineering's Professional Services

Whitley Engineering's Projects



Municipal Consulting • Inspections • Design • Review
P. O. Box 893, Hampton, GA 30228
770-946-0256

COMPANY INFORMATION

WHITLEY ENGINEERING, INC.

Mailing Address: P. O. Box 893
Hampton, Georgia 30228
Phone: 770-946-0256
Primary Contact: Mark Whitley
Cell Phone: 678-614-42218
Email: mark@whitleyeng.com
Website: www.whitleyeng.com
Federal Tax Id: 58-2575253

FIRM'S MISSION

Whitley Engineering's staff is dedicated to providing professional personal service with integrity and honesty while using sound engineering principles and common sense.

FIRM'S BACKGROUND

Owner, Mark Whitley graduated in 1984 from Auburn University. After being employed with Clayton County as County Engineer and serving as VP for Development for a metro development and building company, Whitley Engineering (*WE*) was founded and incorporated in 2000 (Originally MJZP Engineering, Inc.) by Mark Whitley. *WE* offers services such as land planning, civil site design, civil plan review, municipal/city engineering consulting, capital improvement and infrastructure design, project engineering/management, construction site inspections, NPDES/erosion inspections and monitoring, and other related professional municipal consulting services. *WE* currently provides municipal consulting services to several municipalities in the Henry and Clayton County area. Mark Whitley currently assists several cities with consulting services such as the City of McDonough, Lovejoy, Stockbridge, Lake City, Jonesboro, and others.



Whitley Engineering, Inc.



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WHITLEY ENGINEERING, INC. MISSION & HISTORY

FIRM'S MISSION

Whitley Engineering's staff is dedicated to providing professional personal service with integrity and honesty while using sound engineering principles and common sense.

FIRM'S BACKGROUND / HISTORY

Owner, Mark Whitley graduated in 1984 from Auburn University. After being employed with Clayton County as County Engineer and serving as VP for Development for a metro development and building company, Whitley Engineering (*WE*) was founded and incorporated in 2000 by Mark Whitley. *WE* offers services such as conceptual site planning and development, civil site design, utility design, municipal consulting, capital improvement design, land development, project engineering and NPDES monitoring and reporting. *WE* currently provides municipal consulting services to several municipalities in the south Metro Atlanta area.

FIRM'S STAFFING CAPABILITIES:

Whitley Engineering currently staffs qualified personnel (staff provided in section 2) that have both the experience and qualifications needed to provide professional civil engineering services as well as other engineering related areas. Mark Whitley is the primary contact for engineering services and Susan Crutchfield is the contact for administration matters. *WE* has no backlog for plan review services and expects that current backlog for design will be minimal by June of 2023. Mark Whitley and other staff assist several cities at their respective City Hall and Public Works offices.



Whitley Engineering, Inc.

SERVICES PROVIDE by Whitley Engineering Inc.

Professional Services - Municipal

- Project Management/Engineering/Construction Management,
- Civil Plan and Site Development Plan Review,
- SPLOST Management Services,
- Utility Design and Inspections,
- NPDES MS4 Stormwater Reporting and Services,
- Stormwater/Water Quality Studies Design,
- Stormwater/Water Quality Studies Review,
- Erosion Control Plan Review and Inspections,
- Site Development/Construction Inspections,
- Ordinance Review and Support,
- Grant Submittals and Administration,
- Prepare yearly LMIG for GDOT funding for Capital Improvements,
- Engineering Design for Stormwater and Capital Improvement Projects,
- Investigate Stormwater related complaints, and
- Investigate Erosion Control related complaints.

Design

- Civil Site Design
- Conceptual Layouts/Land Planning
- Stormwater Management Facilities
- On-site septic sewer systems
- Municipal/utility design
- Infrastructure design and improvements
- Plot plans

NPDES Services

- Design of Erosion, Sedimentation and Pollution Control Plan (Best Management Practices-BMP's)
- Notice of intent (NOI)
- Evaluate Impaired Stream Segments for NOI
- Stormwater monitoring, sampling, inspections
- Installation and maintenance of BMP's
- Address site issues with local inspectors
- Notice of Termination (NOT)

MS4 Services

- Prepare Storm Water Management Program Annual MS4 Report
- Provide Storm Water inspections and sampling for MS4
- Collect Data for MS4 Reporting and Updating
- Update SWPP
- Prepare SQAP Reports

Project Engineering/Management

- Evaluation of Contracts
- Verify quantities and approve invoices
- Manage onsite operations
- Scheduling construction activities
- Coordinating with local inspectors
- Coordinating with contractors and subcontractors

Other Services

- Grant Writing
- Grant Administration
- Rezoning packages and representation
- Asphalt coring and reporting
- Ordinance updates
- Comprehensive Land Use Plan updates
- Erosion Control installation and maintenance
- Land Surveying (Subcontract)
- Site Development/Construction Services
- Environmental Assessments (Subcontract)
- Geotechnical Investigations (Subcontract)

Section 2

Section 2

Qualifications and Project Team

Whitley Engineering's Staffing Capabilities



Municipal Consulting • Inspections • Design • Review
P. O. Box 893, Hampton, GA 30228
770-946-0256

Organizational Chart

STAFF

Mark G. Whitley, PE (Owner, Vice Pres.) – Team Leader/Project Engineer/Plan Reviews / Construction & Erosion Inspections

Janet Whitley, RN (Owner, Pres.) – Administration

Christopher Mallory – Design Engineer, Project Management, NPDES

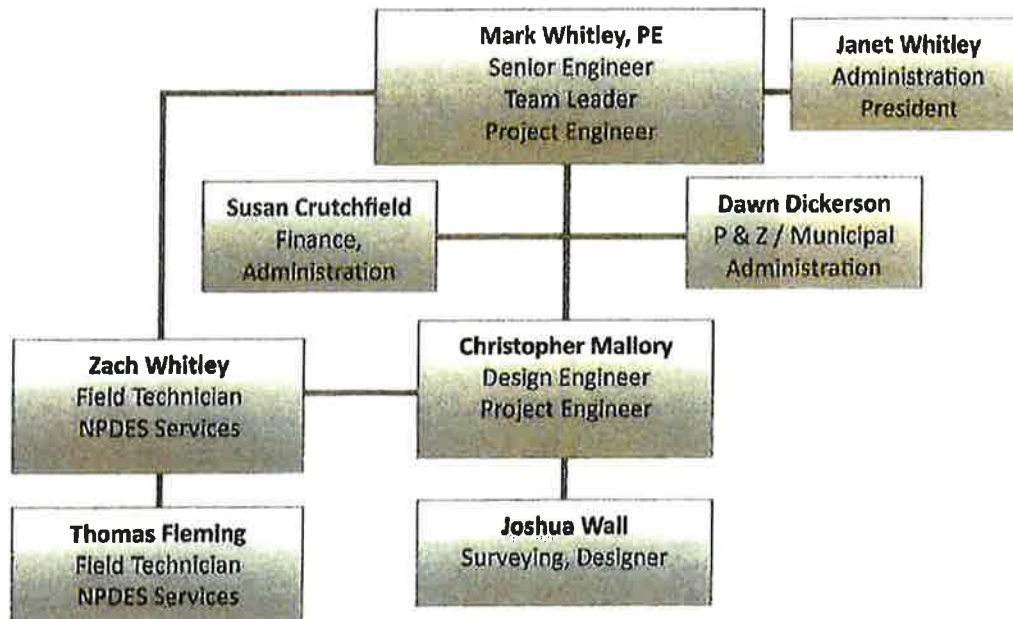
Zachary Whitley – Field Technician / MS4 Services / NPDES / Coring / Inspections / Erosion

Thomas Fleming – Field Tech / MS4 Inspector / NPDES / Construction – Erosion Inspections

Josh Wall – Surveying, Designer

Dawn Dickerson – Planning & Zoning Administrator, Municipal Administrator

Susan Crutchfield – Finance, Administration, Municipal Administrator





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PERSONNEL

FIRM'S STAFFING CAPABILITIES:

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STAFF

Mark G. Whitley, PE (Owner, Vice Pres.) – Team Leader / Project Engineer / Plan Reviews / Construction & Erosion Inspections

Janet Whitley, RN (Owner, Pres.) – Administration

Christopher Mallory – Design Engineer, Project Management, NPDES

Zachary Whitley – Field Technician / MS4 Services / NPDES / Coring / Inspections / Erosion

Thomas Fleming – Field Tech / MS4 Inspector / NPDES / Construction – Erosion Inspections

Josh Wall – Surveying, Designer

Dawn Dickerson – Planning & Zoning Administrator, Municipal Administrator

Susan Crutchfield – Finance, Administration, Municipal Administrator

WORK EXPERIENCE AND QUALIFICATIONS

Mark G. Whitley, P.E. - Professional Engineer – 38 years of experience in the engineering field with extensive experience working with Clayton County as County Engineer and other engineering positions. Serves as part-time City Engineer for several small cities.

Christopher Mallory, Senior Design Engineer – 7 years of experience as a commercial and residential development designer. BS Degree in Civil Engineering from Southern Polytechnic State University and a US Marine. GSWCC Level 2 Certified Plan Reviewer and previously with Planners and Engineers Collaborative in Marietta before joining the staff of Whitley Engineering in early 2019.

Zachary Whitley, Engineering Technician Part time – 10 years of experience as a field technician, NPDES inspector, Code Enforcement Officer and MS4 technician/data collector. Level IA and IB GSWCC Certified.

Thomas Fleming, NPDES/Stormwater Technician – 44+ years of experience as a NPDES inspector and Stormwater Technician. Level IB and II GSWCC Certified as well as GIS experience. 28 year career with USDA/NRCS as a Conversationist and Environmental advisor. Previously worked with Clayton County as a Plan Reviewer for Civil Plans and as Stormwater Engineer with the City of McDonough Stormwater Department before joining our staff.

Josh Wall, Surveying and Design – 16 years of experience working with surveying and data collection and engineering and surveying design.

Dawn Dickerson – Planning and Zoning, Municipal Administration – 31 years of extensive experience in P&Z related work. Past P&Z Director for Clayton County and Pike County. Extensive work in drafting ordinances, code compliance, DCA/ARC related items, COMP Plans and other related municipal administration issues.

Susan Crutchfield, Finance and Municipal Administration – 30+ years of experience in administration. Extensive experience in customer service, marketing manager, finance and other related administrative issues. Worked with private companies as well as dedicating much of her time as volunteers for several associations.

RESUMES FOR KEY PERSONNEL

MARK G. WHITLEY, P.E. – SENIOR ENGINEER / PRINCIPAL OWNER

Education: B.S. Civil Engineering, Auburn University

Years of Experience: 38 years Civil Engineering

Licenses / Certifications: Professional Civil Engineer, Georgia and Alabama
GSWCC Level 1A Fundamentals
GSWCC Level 1B Certified Inspector/Enforcement
GSWCC Level 2 Certified Plan Reviewer/Designer
Solid Waste Manager/Georgia
Stormwater Inspector/Georgia

SUMMARY OF EXPERIENCE:

Mr. Whitley has over thirty-eight (38) years of experience in the engineering field with extensive experience working with the public sector from the city and local levels to the state. He was County Engineer for Clayton County as well as Solid Waste Manager, Community Development Director, and Transportation Engineer during his fifteen (15) years with the County. His experience includes construction management/inspections for utility and road projects, solid waste management, NPDES management, storm water MS4 management, R/W and road design, public works maintenance, civil plan review, construction development inspections and other related engineering items. He assisted Clayton County with developing subdivision and construction guidelines and specifications, updating environmental ordinances and one of the co-authors of the First Edition of the Georgia Storm Water Manual/Bluebook. Mark currently provides plan review services for local cities, MOA requirements/compliance, detention/water quality/run-off reduction report reviews, NPDES/erosion control reviews, sewer/water/utility review, and other aspects of development. He represents several cities their LIA (Local Issuing Authority) representative with the State. He provides professional engineering services for several cities in the South Metro Atlanta area. He assisted the City of McDonough and Locust Grove with acquiring their Memorandum of Agreement (MOA) with the EPD and provides supporting services for the MOA. He is a Registered Professional Engineer and has Level IA, IB and II GSWCC, Stormwater Inspector Certifications as well as a Certified Solid Waste Manager.

Mr. Whitley also serves as Chairman of the Hampton Downtown Development Authority and Chairman of the Pike County Water and Sewer Authority.

CHRISTOPHER MALLORY – SENIOR DESIGN ENGINEER

Education: B.S. Civil Engineering, Southern Polytechnic State University
Pure Mathematics, Hawaii Pacific University
AA, Gordon College

Years of Experience: 9 years of Civil Engineering

Licenses / Certifications: GSWCC Level 1B Certified Inspector/Enforcement
GSWCC Level 2 Certified Plan Reviewer

SUMMARY OF EXPERIENCE:

Mr. Mallory has over nine (9) years of Civil Engineering experience. Since 2019, he has been the Senior Project Engineer for Whitley Engineering. Christopher has done Civil Design projects for residential, commercial, and municipal infrastructure projects. He is GSWCC Level 1 Certified Inspector and Level 2 Certified Plan Reviewer.

Prior to joining the Whitley Engineering staff, Mr. Mallory was Project Engineer for Planners and Engineers Collaborative in Peachtree Corners and Marietta for five years. He worked for Engineering Technician for Cardno ATC for a year after being honorably discharged from United States Marine Corps as a Fire Direction Corporal.

Recent Project Experience:

- Overlook at Huntcrest Apartments
- Walker Commons Subdivision
- Jonesboro Package Store
- Church Street Road Widening Project for the City of Lovejoy
- First Choice Auto Care Sewer
- True Light Baptist Church

ZACHARY WHITLEY – FIELD TECHNICIAN / MS4 DATA INSPECTOR / NPDES

Education: Construction

Years of Experience: 20+

Licenses / Certifications: GSWCC Level 1A Certified Inspector
GSWCC Level 1B Certified Inspector/Enforcement

SUMMARY OF EXPERIENCE:

Mr. Whitley has been working as a field technician for over twenty (20) years. Experience includes NPDES/MS4 management services, E&S inspections and reporting, E&S enforcement, Code Enforcement and other related services.

THOMAS FLEMING – FIELD TECHNICIAN / EROSION INSPECTOR AND ENFORCEMENT/E&S PLAN REVIEW

Education: BS Agriculture, University of Georgia
Draftsman, MK Mechanical Contractors
Officers Candidate School, United States Army

Years of Experience: 44+ years Plan Reviews, Erosion & Sediment Control, Design & Conservation Planning

Licenses / Certifications: GSWCC Level 1B Certified Inspector/Enforcement
GSWCC Level 2 Certified Plan Reviewer
GSWCC Level 1A Trainer
CPESC – Certified Professional E&S Control

SUMMARY OF EXPERIENCE:

Mr. Fleming has over forty (40) years of extensive experience in Soil and Erosion Control plan review, planning, solid waste management, NPDES management, storm water inspections, and MS4 management. He has been associated with many projects in the Metro Atlanta area involving land development, project management, enforcement and plan reviews.

Prior to joining the Whitley Engineering staff, Tom had a 28 year career with USDA/NRCS as a conservationist/environmental advisor. He also worked for the City of McDonough in the Stormwater Department for seven (7) years and with the Clayton County Land Development Department for eleven (11) years.

JOSHUA WALL – SURVEYING / DESIGNER

Years of Experience: 23+ years of Surveying and CAD

Licenses / Certifications: Leica System 1200 Real Time Kinematic GPS
GIS / Terramodel CAD

SUMMARY OF EXPERIENCE:

Mr. Wall has been with Whitley Engineering since 2016. He handles all Surveying, simple CAD Designs, and drafting. He has extensive training in surveying, GPS, GIS, ALTA Surveys, Property Boundary line computations, Trimble and Leica RTK, Drafting and CAD. He has worked with execution of boundary, topographic, street-scape, sewer and roadway surveys; 3D laser scanning, Carlson SurvCE data collection, Leica manual and robotic instruments; and utilization of Trimble GPS systems to determine project datum

Prior to joining the staff at Whitley Engineering, Mr. Wall worked in the field for over sixteen (16) years (five as Crew Chief) with Jacobs Engineering and Point to Point Land Surveyors.

DAWN DICKERSON – PLANNING & ZONING, MUNICIPAL ADMINSTRATOR

Years of Experience: 31+ years

SUMMARY OF EXPERIENCE:

Mrs. Dickerson has over thirty-one years of extensive experience in Planning and Zoning related work. Past Planning and Zoning Director for Clayton County and Pike County. She has extensive work in drafting ordinances, code compliance, DCA/ARC related items, COMP Plans and other related municipal administration issues.

SUSAN CRUTCHFIELD – FINANCE, ADMINISTRATOR, MUNICIPAL ADMINSTRATOR

Education: BA COMMUNICATIONS, University of Georgia

Years of Experience: 38 years

SUMMARY OF EXPERIENCE:

Ms. Crutchfield has over thirty-eight (38) years of experience in administrative, customer service and management. For the past five (5) years, she has provided financial oversight, billing, accounts receivables and reporting as well as handling customer service, meeting coordination and other administrative duties for Whitley Engineering. In addition to working with Whitley Engineering, Susan runs her own administrative company for various other small corporations, non-profits and associations.

In her prior work experience, Susan worked in both the public and private sector as well as the non-profit arena. She has written grants, developed Leadership Programs, managed a staff of thirty-two (32) customer service representatives for a large cable company and managed a Small Business Development Center for a Chamber of Commerce.

Section 3

Section 3

Proposal Summary

Whitley Engineering's Rate Sheet



Municipal Consulting • Inspections • Design • Review
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770-946-0256

Professional Consulting Services – Rates

*Typical Plan Review Rates for Civil Plans/Stormwater Studies for LDP are as follows:
(Plan reviews can be either per type of development or hourly)*

Tertiary Single Lot Residential Plan - \$50 per Lot

Residential Subdivisions:

<i>0-25 Lots</i>	<i>\$1000 per plan</i>
<i>26-50 Lots</i>	<i>\$1400 per plan</i>
<i>51 plus Lots</i>	<i>\$1800 per plan</i>

Multi-Family, Commercial, Industrial Plans

<i>0-5 Acres</i>	<i>\$900 per plan</i>
<i>5-10 Acres</i>	<i>\$1100 per plan</i>
<i>10 + Acres</i>	<i>\$1400 per plan</i>

Plan reviews include two reviews, phone calls/emails and precon meeting.

Additional reviews are billed at 30%

Project Engineering / Management (Infrastructure Projects):

(4%-7% of construction costs (depends on project details))

Design of Infrastructure Projects -Price dependent on project.

Site Construction Inspections, Erosion Inspections can be lump sum or hourly.

Hourly rates for Professional Services – Consulting

<i>Administrative</i>	<i>\$50 per hour</i>
<i>Field Technician</i>	<i>\$65 per hour</i>
<i>NPDES Inspector (certified)</i>	<i>\$85 per hour</i>
<i>Engineer Design</i>	<i>\$110 per hour</i>
<i>Professional Engineer (registered)</i>	<i>\$125 per hour</i>
<i>Surveying Crew</i>	<i>\$125 per hour</i>

(WE will subcontract survey work that requires a Registered Surveyor)

WE

Whitley Engineering, Inc.

Section 4

Section 4

References

Reference Letter from Mayor Bobby Cartwright

Reference Letter from Charles Reese



Municipal Consulting • Inspections • Design • Review
P. O. Box 893, Hampton, GA 30228
770-946-0256

References:

Name of Company	City of Lovejoy
Name of Contact Person	Bobby Cartwright, Mayor
Address	P.O. Box 220, Lovejoy, Georgia 30250
Project	East Lovejoy Road Sidewalks
Telephone Number	770-471-2304
Name of Company	City of Jackson
Name of Contact Person	Sylvia Redic, City Manager
Address	134 S. Oak Street, Jackson, GA 30233
Project	City of Morrow Projects
Telephone Number	770-775-7535
Name of Company	City of Lake City
Name of Contact Person	Eddie Robinson, Public Works Director
Address	5455 Jonesboro Road, Lake City, Georgia 30260
Project	Community Park
Telephone Number	404-366-8080
Name of Company	City of McDonough
Name of Contact Person	Charles Reese, Community Development Director
Address	136 Keys Ferry Street, McDonough, Georgia 30253
Project	Fairview Drive and Simpson Street Sidewalks
Telephone Number	770-957-3915



Whitley Engineering, Inc.



Bobby Cartwright, Mayor
2296 Talmadge Rd.
P.O. Box 220
Lovejoy, GA 30250
770-471-2304 (office)
770-471-6499 (fax)
mayor@cityoflovejoy.com

March 8, 2023

Re: Whitley Engineering, Inc/Mark Whitley, PE

Letter of Reference

Mark Whitley started working as the City Engineer Consultant with the City of Lovejoy in 2005. He and his staff have provided complete engineering services including staffing for plan reviews, permitting, inspections, rezonings, and other related building and community development items. As City Engineer, he and his staff have designed numerous infrastructure projects to include roadway improvements, sidewalks, parks, drainage and other infrastructure improvements. He has also provided project management and engineering for these projects as well as CDBG and TE projects.

His experience and knowledge of the professional services needed to help the City to provide these services to the general public, builders and developers is difficult to find. I would recommend Mark and his company to other Cities that need this type of assistance. Please let me know if I can provide further assistance concerning this matter.

Sincerely

Bobby Cartwright
Mayor



City of McDonough
Community Development
136 Keys Ferry Street, 3rd Floor
McDonough, GA 30253
Phone (678) 432-4622
Email: creese@mcdonoughga.org

Re: Reference Letter
Whitley Engineering, Inc.

To Whom It May Concern:

Mark Whitley, PE/Whitley Engineering, Inc. has been providing Professional Engineering/City Engineering Services for the City of McDonough since 2005. Mark has been an important of the City providing Civil Plan reviews, erosion inspections, construction inspections and other professional related services. He has worked with the City Public Works Department designing infrastructure projects as well as providing project management for these projects. He has assisted the Stormwater Department providing MS4 inspections, MS4 annual reports and addressing various drainage complaints. His professionalism, experience, and integrity have been and continue to be a big asset to the City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles Reese, Jr.", is written over a large, stylized "C" that is part of the signature.

Charles Reese, Jr. M.A MUA
City of McDonough

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
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 services on behalf of the City of Locust Grove has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

EIN: 58-2575253 / E-Verify ID: 2044531

Federal Work Authorization/ E-Verify User Identification Number

12/22/22

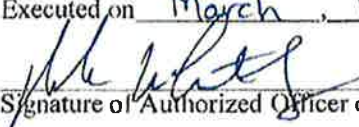
Date of Authorization

Whitley Engineering, Inc.

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March, 15, 2023 in Hampton (city), GA (state).

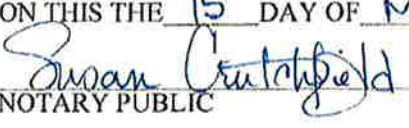

Signature of Authorized Officer or Agent

Mark Whitley, Owner / Engineer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

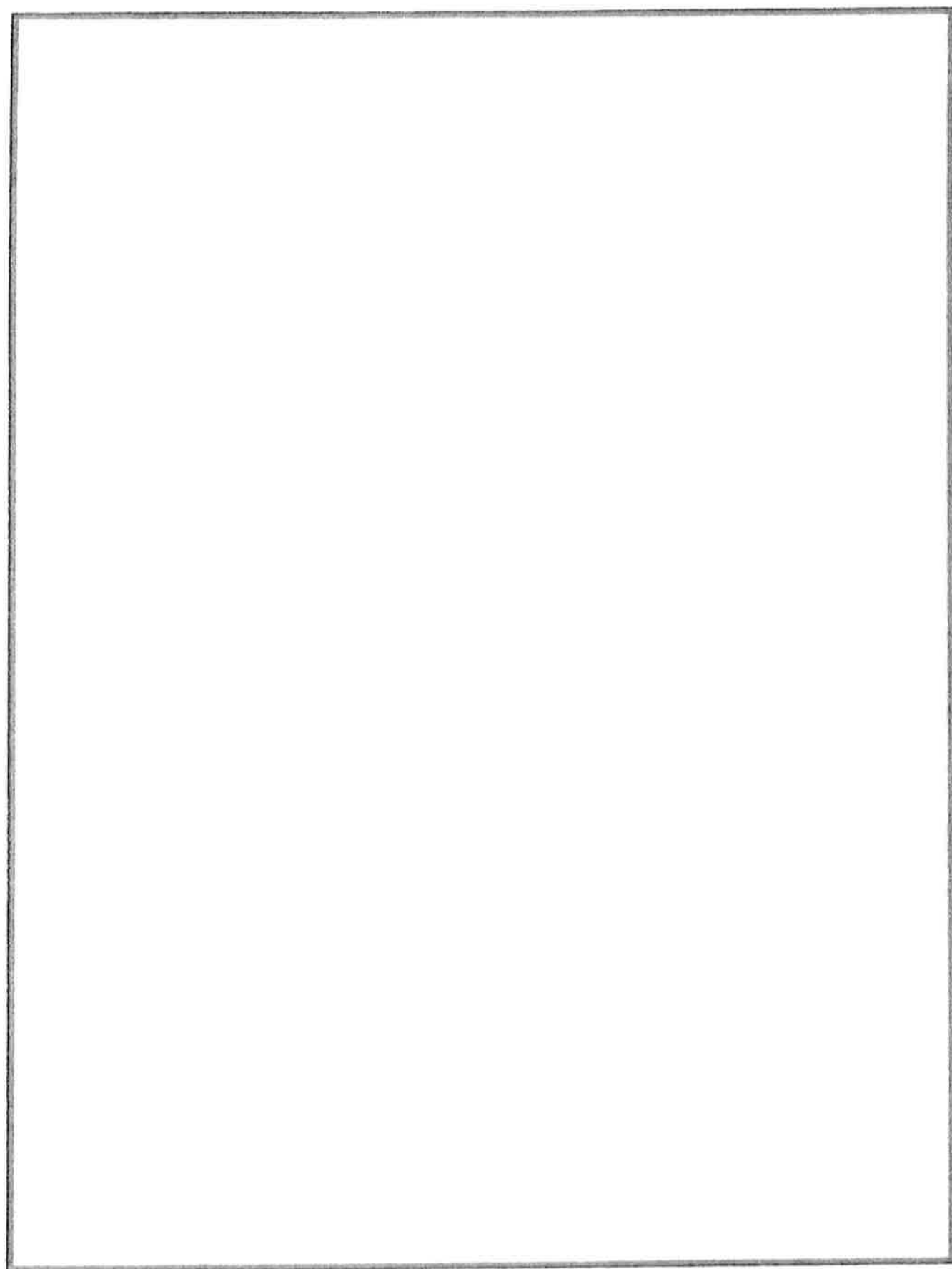
ON THIS THE 15 DAY OF March, 2023.


NOTARY PUBLIC

My Commission Expires:

May 19, 2026







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P. O. Box 893, Hampton, GA 30228
770-946-0256

Professional Consulting Services – Rates

Services to be provided:

Provide Civil Site Plan review,
Erosion & Sedimentation Plan Review for Sites disturbing less than 1 Acre,
Assist the City with the process to obtain a MOA (Memorandum of Agreement) with EPD/NRCS
to provide reviews and approvals of all Erosion Plans for all sites,
Provide site work construction inspections for new developments,
Provide field item punchlist for subdivision final approvals for site development,
Review final plats and preliminary plats,
Review As-Builts and pond certifications,
Attend Team's meetings, office meetings and site meetings per Community Development Director's
request,
Provide erosion and sedimentation/NPDES inspections for compliance with local ordinances as
required by EPD,
Provide weekly erosion inspection reports for active projects,
Advise City of erosion compliance related issues that may result with a Stop Work Order or Citation,
Assist City with required reports (monthly, semi-annual) to NRCS for inspections and reviews,
Advise Community Development Director, Public Works Department, Planning and Zoning
Department and other Departments on items related to site development and construction,

Total Monthly Cost is \$4500



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 14, 2023

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/POLICE DEPT.
- ☐ 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

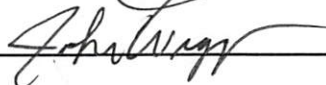
ITEM/PROJECT/EVENT: Governor's Office of Planning & Budget PSCVRG Grant Program

Council consideration to accept \$905,575 in grant funding from the Governor's Office of Planning and Budget Public Safety and Community Violence Reduction (PSCVRG) Grant Program.

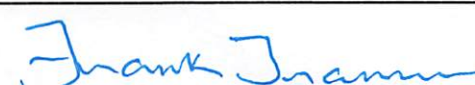
BACKGROUND INFORMATION:

The City of Stockbridge Police Department has been awarded a \$905,575 grant from the Governor's Office of Planning and Budget's Public Safety Violence Reduction Grant program. The grant, funded by the CFDA 210.27 Coronavirus State Fiscal Recovery Funds, will be used to implement advanced public safety technologies aimed at enhancing the safety and security of the Stockbridge community. No match funding is required for this grant. This funding opportunity represents a significant step in addressing public safety concerns and creating a safer city.

APPROVALS: CITY MANAGER 

CITY TREASURER 

CITY ATTORNEY _____

CHIEF OF POLICE 

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$ 0

ATTACHMENTS: ☐

**Governor's Office of Planning and Budget
Public Safety and Community Violence Reduction (PSCVRG) Grant Program
CFDA 210.27 Coronavirus State Fiscal Recovery Funds
Notice of Funding Opportunity
August 24, 2022**

DISCLAIMER

This Notice of Funding Opportunity ("NOFO") is intended to be a guide to the application process for perspective applicants applying for consideration of funding through the Public Safety and Community Violence Reduction Grant Program. This guidance is not exhaustive, binding, or final.

I. OVERVIEW

The purpose of this funding is to address violent gun crime and community violence that have increased as a result of COVID-19, or to address a decrease in public sector law enforcement staffing as a result of COVID-19.

II. APPLICATION ASSISTANCE

The primary program specialist for the Public Safety and Community Violence Reduction Grant Program is Amanda Hawkins (Amanda.Hawkins@opb.georgia.gov). For general questions on our grant programs, applicants may also reach out to grants@opb.georgia.gov.

III. FUNDING AVAILABLE FOR AWARD

OPB anticipates that approximately \$100,000,000 million may be available under this NOFO, which may be increased or decreased at OPB's discretion. Awards may be made up to Up to \$1,500,000 per entity. OPB reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this NOFO.

IV. ELIGIBLE ACTIVITY

Note: State agencies are not eligible to apply for program category 1 below.

1. Law Enforcement Staffing (Hiring law enforcement officials)¹:

- Hire Public Safety employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021.
- Hiring above pre-pandemic baseline, by adjusting the pre-pandemic baseline for historical growth in the public sector employment over time. If choosing this option, the formula prescribed in Treasury's final rule that must be completed to determine eligibility

2. Violent Crime Reduction Programs²: Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete

¹ State Agencies are not eligible to apply for Program Category 1, Law Enforcement Staffing

² Many communities are using SLFRF funds to invest in holistic approaches in violence prevention that are rooted in targeted outreach and addressing root causes. For example, the City of St. Louis is planning to invest in expanding a "community responder" model designed to provide clinical help and to divert non-violent calls away from the police department. Additionally, the city will expand access to mental health services, allowing residents

with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance

3. **Equipment and Technology:** Investments in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic, for example technology to assist in the identification of guns whose serial numbers have been damaged.
4. **Community Violence Intervention Programs**³: Funding more intervention workers, increasing their pay, providing training and professional development for intervention workers, and hiring and training workers to administer the programs.

V. ELIGIBLE APPLICANTS

All ARPA applicants must have an organization, or subrecipient, that will serve as the fiduciary agent and assume overall responsibility for the grant. As this is a law enforcement grant, the implementing agency must be a law enforcement agency and the affiliated unit of government will be either the municipal or county governance of the law enforcement agency. Eligible ARPA applicants include:

- Law enforcement agencies
- A unit of local government
- State agencies

VI. SCORING CRITERIA

The following criteria will be used by the committee to score applications for this Grant Program:

- Description of the Issue (30%)
- Project Design and Implementation (30%)
- Capabilities and Competencies (15%)
- Performance Measures (10%)
- Budget (15%)

VII. MATCHING FUNDS

Match funding is not required or scored in this application.

VIII. PERIOD OF PERFORMANCE

All funds must be expended by October 31, 2026, which is the end of the period of performance. The awardee may use PSCVRG funds to cover costs incurred beginning from the date of award approval by OPB through October 31, 2026.⁴

to seek support at city recreation centers, libraries, and other public spaces.⁵⁷ Similarly, Los Angeles County will further invest in its “Care First, Jails Last” program which seeks to replace “arrest and incarceration” responses with health interventions. Los Angeles County, CA Recovery Plan

<http://file.lacounty.gov/SDSInter/bos/supdocs/160391.pdf>. (Department of U.S. Treasury’s Final Rule)

³ The White House, FACT SHEET: More Details on the Biden-Harris Administration’s Investments in Community Violence Interventions (April 7, 2021), <https://www.whitehouse.gov/briefing-room/statementsreleases/2021/04/07/fact-sheet-more-details-on-the-biden-harris-administrations-investments-in-communityviolence-interventions/>. (Department of U.S. Treasury’s Final Rule)

⁴ Award approval requires an executed Terms and Conditions agreement, active UEI, vendor location on file, and approved budget. The award status will move from ‘awarded’ to ‘approved’ when the requirements are met.

Only new projects that have not started at the time of the release of this NOFO are eligible for the PSCVRG Program.

IX. ELIGIBLE PROJECT COSTS

Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. Part 200, Subpart E. Federal funds committed to an award may only be used to cover allowable costs incurred during the period of performance for eligible activity outlined by the program category allowable activity.

X. PAYMENT REQUESTS

All payment requests for allowable activity will be paid using a reimbursement method.

XI. GRANT PROGRAM TIMELINE

August 24, 2022: NOFO Release

September 1, 2022: Application Period Begins

September 6, 2022: Virtual Applicant Workshop

November 18, 2022: Application Window Closes. Applications due by 11:59 PM EST (OPB Staff will be available until 5pm for technical assistance)

November 19-December 19, 2022: Application Review

January 2023: Final Recommendations and Preliminary Awards Announced (Date is dependent upon the volume of applications received)

****OPB will hold an in-person training(s) and technical assistance for this program. Dates, times, and location for in-person training are forthcoming.***

XII. APPLICATION REVIEW PROCESS

All applications will be reviewed for eligibility and completeness, and then evaluated based on the priorities and criteria identified herein. Recommendations will be made to the governor for final selection.

XIII. APPLICATION AWARD AND NOTIFICATION

All applications will be reviewed and evaluated according to the scoring criteria, priorities, and preferences outlined in this NOFO. All award results will be posted on OPB's website and applicants notified in writing.

XIV. GRANT AGREEMENT AND TERMS AND CONDITIONS

An applicant selected for funding through the Public Safety Community Violence Reduction Strategies Grant Program that wishes to accept this award must execute the Grant Program Terms and Conditions within 60 days of award announcements. The State will not accept proposed changes or amendments to the Terms and Conditions. Failure or refusal to comply with this requirement will result in award funds being rescinded.

XV. COMPLIANCE WITH OTHER REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including 2 C.F.R. Part 200 apply to awarded projects, except for any provisions the Treasury may determine are inapplicable to an award. Each award is further subject to such exceptions as may be

otherwise provided by Treasury. More information on applicable policy requirement can be found under the [21.027 assistance listing](#) for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF).

XVI. REPORTING

Subrecipients awarded funding through the PSCVRS Grant Program will be subject to all reporting requirements as set forth by the State and Treasury.

XVII. OVERSIGHT

Subrecipients awarded funding through the PSCVRS Grant Program will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Additionally, all subrecipients will undergo a subrecipient monitoring program.

Budget Narrative

- PREDPOL- \$41,000
 - The PREDPOL predictive analysis software will be used to assess and evaluate the gun violence and violent crime issues in the City of Stockbridge. This is web-based crime analyst software that integrates into SPD's records management system to generate data. The GV&VCR team will be provided with crime data daily relative to hotspots, crime trends, etc.
- ERAD – \$9,000
 - ERAD's will enable GV&VCR team to conduct financial forensics on credit and/or debit cards that were taken during violent crime robberies or gun violence offenses. While on the scene of violent crimes, GV&VCR team members will be able to log into the device and analyzes cards confiscated at the scene, flag for credit and debit card fraud, interrupt cash application theft and prepaid card money laundering schemes. The product will allow GV&VCR team members to check balances, freeze cards, and recover stolen funds on the spot. ERAD will automatically generate reports that identify card issuers, as well as victims associated with violent crimes, robberies, and fraud.
- CellHawk - \$17,985
 - GV&VRC investigators will be able to use CellHawk technologies to map, connect, and uncover trends in mobile device data. This software is effective for investigating gun violence and violent crime incidents because cell phone data from various locations such as cell sites, GPS trackers, Uber/Lyft, social media, and other communication sites can be triangulated for gathering evidence that places suspects near or at the scene of crimes.
- Cellebrite - \$25,513.43
 - The Cellebrite technology will enable Detectives assigned to the GV&VCR team to recover passcodes, unlock, and perform full system extractions on IOS and Android cellphone devices. Additionally with Premium Cellebrite, Detectives will be able to access third party data, stored password and tokens, chat conversations, attachments emails, and location data. This technology will aid with evidence collection and maintaining the chain of custody because forensic data collection will be inhouse.
- IPADS - \$16,139.88
 - Tablets will enable GV&VCR project officers and detectives to perform tasks at the scene of incidents to include taking witness statements and searching databases, running GCIC checks, scanning information, taking photos, etc.
 -

- License Plate Reader (LPR) cameras - \$109,900
 - Flock Public Safety cameras (LPR's)- The SPD-GV&VCR project will use data from LPR's to combat gun violence and violent crimes relative to data collected from suspect vehicles. LPR's will be mounted to structures that include bridges, telephone poles and entrances to high crime areas; whereby assisting law enforcement efforts to identify crime hotspots and points of crime entry. LPR cameras will assist the SPD-GV&VCR team because the product leverages automatic license plate recognition (ALPR) cameras and Vehicle Fingerprint technology to get actionable, accurate evidence that increases case clearance rates. The LPR system enables SPD GV& VCR members to search the database by vehicle type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and more. Also, the LPR technology allows for integrating and connecting cameras with those in adjacent agencies. This increases enforcement search capabilities and collaborations for solving violent crimes across jurisdictional boundaries.

- Rapid ID - \$43,010
 - Rapid ID will be used by the GV&VCR team officers & detectives to positively identify suspects. This will ensure officer safety, particularly when attempting to identify violent crime suspects on scene. The technology will allow officers/detectives to scan a person's finger and search state, local, and FBI databases.

- Drone (Unmanned aircraft)- \$43,552.97
 - The assistance if a Drone will enable GC-VCR project members to apprehend subjects on the run, The drones have a feature for infra-red tracking capabilities that can conduct surveillance and automatically track and follow an individual or vehicle on the move. The drone footage can also provide more information on the suspect scenario as situations develop. Also, an aerial perspective can provide vital information in dangerous situations such as active shooter scenes or in an investigation of illegal gun violence or violent crime operations. Drone operators can discreetly assess the situation from a distance, getting both the big picture and minute details with zoom cameras while increasing the safety of law enforcement officers. SPD-VC&VCR staff can scan the entire scene for suspicious behavior in crowd monitoring scenarios. Benefits of the Drone are: more cost effective than a crew helicopter, increase the safety of officers, improve the efficiency of gun violence and gun violence enforcement/ investigations, serves as force multiplier that augments existing resources, and captures high definition imagery and videos for evidence gathering.

- NEC Latent Workstation - \$41,298
 - NEC Integra IBW is an Automated Fingerprint Identification System (AFIS) system that is used to help identify unknown fingerprints. NEC will allow SPD

Crime Scene Investigators to not only obtain fingerprint information on individuals in the State of Georgia but individuals in other states, and the FBI database. Currently, the only options that SPD- CSI Investigators have are sending the developed prints to GBI or getting assistance from another agency with their system. Having our own system will allow the SPD- CSI Investigators to process, run, examine, and confirm latent prints developed on our timeline. NEC crime scene processing will enable CSI investigators to assist the GV&VCR project by responding to a scene, processing latent prints, and running the prints in-house the same day. Currently, SPD has cases where fingerprints have been developed with no suspect to compare the latent prints. This technology will provide an additional avenue for identifying who was in a crime location. Also, the software becomes imperative in identifying whose latent prints were recovered on the firearms.

- Virtual Reality Simulator - \$112,320.00
 - A virtual training will help officers with making more informed decisions and being better prepared to address gun violence, violent crime, and active shooter encounters with intentions to minimize risk while maintaining the safety for all involved parties. In many gun violence and violent crime situations, officers must rely on de-escalation and use of force training skills to successfully mitigate incidents. The virtual scenario-based simulator will provide realistic use of force stressful conditions that will prepare SPD officers with managing incidents with an optimal response. The simulator scenes add realism and help create an emotional response for maintaining the safety of officers, citizens, and suspects. The projected outcomes are a better trained department with less use of force and/or citizen complaints, and few if any officer injuries resulting from violent encounters.
- IBIS - NIBIN Cartridge Cases Acquisition, Analysis & Triage Package- \$267,565
 - Brass Catcher – Fixed: attaches to the shooting port and is used to capture the brass from semi-automatic handguns and long guns/ rifles- \$1,316.00
 - Replacement Ballistic Rubber Face- \$43 X 3 = \$129.00

Total – \$269,010

 - Grant funding will aid with purchasing an Integrated Ballistics Identification System” (IBIS). GV&VCR Detectives will be able to use the identification system to match firearms evidence from serial shooting investigations, including bullets, casings, and test fires from recovered guns. IBIS is a single-platform computer identification system that correlates and matches both projectile and shell casing ballistic evidence. The technology behind the NIBIN federal program is **IBIS**. IBIS will be used by the used GV&VCR team to capture digital images of bullets and cartridge cases. It enables the sharing and comparison of significant

quantities of exhibit information and images across a network of imaging sites and provides automated identification of likely matching bullets and cartridge cases. IBIS is the only technology that links data across jurisdictions and provides for the most comprehensive technological coverage in the United States.

- GV&VCR Tactical Equipment
 - Tactical equipment and armor is needed for officers responding to gun violence or violent crime incidents that are elevated to a high and aggravated life threatening scene such as with a barricaded gunman or active shooters. This year (Sept. 2022), SPD officers responded with Henry County Officers on a triple shooting and active shooter incident at a warehouse. Also, in 2019, in the City of Stockbridge, a pregnant lady and her son were killed by an estranged boyfriend. Two responding officers were also shot during the incident. There are other gun violence and violent crime incidents occurring the City of Stockbridge and surrounding Henry County jurisdictions. As such, officers assigned to the SPD GV& VCR as well as other responding SPD officers will need tactical equipment for mitigating life threatening violent crime and/or active shooter scenes. The following items are needed.
 - Ballistic Helmets - \$21,276.00
 - Gas Masks - \$17,458.20
 - Active Shooter Body Armor - \$17,030.70
 - 40mm Launchers - \$4,701.59
- ACRO® P-2 Red Dot Refl ex Sight (Tactical Equipment)– \$35,630.00
 - This is XXXXX. Red Dot sights will assist with making officers more proficient with their firearms skills. If an officers encounters a violent armed suspect, they will be able to more accurately defend themselves and the public from gun violence.

Total \$823,250



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Public Safety and Community Violence Reduction Grant Program FAQs

This document contains answers to frequently asked questions OPB has received regarding the Public Safety and Community Violence Reduction Program under the State Fiscal Recovery Grant Program and the post award process. Applicants should refer to the US Department of Treasury Final Rule and corresponding Final Rule FAQs, as well as the OPB website for links to federal guidance and OPB resources for grantees.

DISCLAIMER: This document is intended to serve as a guide to the grant application process for prospective applicants seeking grant funding from Georgia's allotment of the Coronavirus State Fiscal Recovery Fund (CSFRF). This guidance is not intended to address eligible uses of CSFRF and is not exhaustive, binding, or final. The U.S. Treasury continues to update its guidance. This federal guidance is binding upon the State as well as all grant recipients.

The purpose of this funding is to address violent gun crime and community violence that have increased as a result of COVID-19, or to address a decrease in public sector law enforcement staffing as a result of COVID-19.

Application

1. What is the maximum award amount?

OPB anticipates that approximately \$100,000,000 million may be available under this NOFO, which may be increased or decreased at OPB's discretion. Awards may be made up to Up to \$1,500,000 per entity. OPB reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this NOFO.

2. Where can I find application and program specific information?

Entities that are interested in applying for Public Safety and Community Violence Reduction Grant Program can visit the website [here](#) and review the Notice of Funding Opportunity (NOFO) [here](#).

3. Who is eligible to apply?

All ARPA applicants must have an organization, or subrecipient, that will serve as the fiduciary agent and assume overall responsibility for the grant. As this is a law enforcement grant, the implementing agency must be a law enforcement agency and the affiliated unit of government will be either the municipal or county governance of the law enforcement agency. Eligible ARPA applicants include:

- Law enforcement agencies;



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- A unit of local government; and
- State agencies.

4. What are the eligible activities under the grant program?

Applicants interested in applying should review the NOFO for eligible program activity. The NOFO can be found [here](#).

5. What is considered unallowable activity?

OPB will consider anything outside of the eligible activities as unallowable. Below is a non-exhaustive list of unallowable activity under this program:

- Vehicles, Vessels, or Aircraft (Lease or Purchase);
- Unmanned Aerial Vehicles/Unmanned Aircraft (Lease or Purchase);
- Military-Type Equipment;
- Firearms;
- Ammunition;
- Construction Projects;
- Costs Incurred Outside the Project Period;
- Credit Card Fees;
- Fines and Penalties;
- Land Acquisition or Real Estate;
- Luxury Items;
- State and Local Sales Taxes; and
- Promotional Items.¹

6. Are school districts also eligible to apply for this grant as a local government?

Applicant eligibility includes law enforcement agencies, local units of Government as defined by O.C.G.A. § 36-81-8.1, and State agencies. Additionally, the implementing agency must be a law enforcement agency and the affiliated unit of government will be either the municipal or county governance of the law enforcement agency. See FAQ #3.

7. What is the award time frame?

All funds must be expended by October 31, 2026, which is the end of the period of performance. The awardee may use Improving Neighborhood Outcomes in Disproportionally Impacted Communities Grant funds to cover costs incurred beginning from the date of award approval by OPB through October 31, 2026.² Only new projects that have not started at the time of the

¹ Promotional items do not include informational materials for an eligible program proposed under this NOFO.

² Award approval requires an executed Terms and Conditions agreement, active UEI, vendor location on file, and approved budget. The award status will move from 'awarded' to 'approved' when the requirements are met.



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release of this NOFO are eligible for the Public Safety and Community Violence Reduction Grant Program.

8. What is the fund source for this program?

This program is made available through the American Rescue Plan Act State Fiscal Recovery Funds.

9. Are match funds required?

Match funds are not required or scored under this NOFO.

10. Can an eligible entity submit multiple projects?

An eligible applicant may submit more than one project, but each project should be submitted in a separate application based on the program categories outlined in the NOFO.

11. Can applicants apply jointly?

Yes, partnership applications are allowable but the entity that submits the application would have the fiduciary responsibility and be deemed as the subrecipient.

12. As a consolidated government, can our Sheriff's Office and Police Department both apply for this grant?

Law enforcement entities must be the implementing agency per the criteria outlined in FAQ #3. In this scenario, both the Sheriff's Office and the Police Department would be eligible to submit an application for funding under this opportunity.

13. Where can we find copy of PowerPoints and webinars for grant programs?

All webinars and accompanying PowerPoints can be on our [For Grantees webpage](#) under webinars and tutorials.

14. Is a letter of support or resolution from a government required?

Eligible applicants should follow the policies within their city or county with regards to resolutions to submit an application. Letters of support within the application is an optional upload. OPB does not require an upload of the resolution from the respective applicant, however this does not supersede any governing policies within your unit of government or organization.

15. For Category 1, related to pre-pandemic positions unfilled on 3/3/2021, is the purpose to fill positions which remain unfilled as of the start date of this grant, or to reimburse for the expenses related to the vacancies including hiring for them?



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The purpose of this category is to hire public safety employees for the same positions that existed on January 27, 2020, but that were unfilled or eliminated as of March 3, 2021, or for hiring above pre-pandemic baseline, by adjusting the pre-pandemic baseline for historical growth in the public sector employment over time. If choosing this option, the formula prescribed in Treasury's final rule that must be completed to determine eligibility.

16. What is required to demonstrate that gun crime and community violence have increased as a result of COVID-19?

It is the responsibility of the applicant to use data to demonstrate an increase in gun crime and/or community violence as a result of COVID-19. Generally accepted resources for citation include but are not limited to peer-reviewed journal and published data or reports. Examples of commonly accepted resources for crime statistics are below³:

- [Uniform Crime Reporting \(USR\) Program Data](#);
- [Bureau of Justice Assistance](#);
- [Office of Justice Programs](#); and
- [National Public Safety Clearinghouse](#).

Generally unaccepted resources include but are not limited to news articles, magazines, blogs, general websites, and non-academic and not peer-reviewed sources.

17. What does Treasury consider the beginning of the pandemic for purposes of demonstrating an increase in gun crime and community violence or a decrease in staffing due to COVID-19?

ARPA Final Rule indicates that applicants should use January 27, 2020, as the ARPA recognized start of the pandemic.

18. Can these funds be used to request a grant writer, recruiter, or administrative staff.

Eligible activity for this grant can be found within the eligible activity section of the [NOFO](#). For category 1, Law Enforcement Hiring, and applicant may hire public safety employees for the same positions that existed on January 27, 2020, but that were unfilled or eliminated as of March 3, 2021, or for hiring above pre-pandemic baseline, by adjusting the pre-pandemic baseline for historical growth in the public sector employment over time.

Funding under this grant program is forward-looking from the approval of the grant award, which includes completion of the applicant onboarding process. Programs should only begin once the status of the award is approved. OPB will not reimburse any costs prior to this date.

³ This is not an exhaustive or binding list of examples. This is meant to assist applicants by providing a non-exhaustive list of resources for crime statistics.



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Categories 2 and 4 under the eligible activity section of the [NOFO](#) may include personnel to implement programs given that they align to the eligible activity for the respective categories.

19. What will the payment method type be for this grant?

This grant will be a reimbursement method of payment. Under this method of payment, a grantee is required to finance its operations with its own working capital. Grant payments will be made to reimburse the Grantee for actual expenditures made supported by adequate documentation.

Uniform Guidance

The following guidance has been taken from the US Department of Final Rule FAQ as of April 27, 2022, <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>.

1. (13.1) What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply? (US Department of Treasury FAQ 13.1)

Most of the provisions of the Uniform Guidance (2 C.F.R. § 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available at <https://sam.gov/fal/7cecfdef62dc42729a3fcd449bd62b8/view>. For information related to Single Audit requirements specifically, please refer to the Compliance Supplement materials released by the Office of Management and Budget.

2. Do federal procurement requirements apply to SLFRF? (US Department of Treasury FAQ 13.2)

Yes. The procurement standards for federal financial assistance are located in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327 and apply to procurements using SLFRF funds. Pursuant to 2 C.F.R. § 200.317, recipients that are non-state entities, such as, metropolitan cities, counties, non-entitlement units of local government, and Tribes must comply with the procurement standards set forth in 2 C.F.R. § 200.318, through 2 C.F.R. § 200.327, when using their SLFRF award funds to procure goods and services to carry out the objectives of their SLFRF award. States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 C.F.R. § 200.317, as well as comply with the procurement standards set forth at 2 C.F.R. § 200.321 through 2 C.F.R. § 200.323, and 2 C.F.R. § 200.327 when using their SLFRF award funds to procure goods and services to carry out the objectives of their SLFRF award. See also SLFRF Award Terms and Conditions. Recipients are prohibited from using SLFRF funds to enter into subawards and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs. See 2 C.F.R. §



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200.214. Moreover, a contract made under emergency circumstances under the Coronavirus Relief Fund (CRF) cannot automatically be transferred over to SLFRF. These programs are subject to different treatment under the Uniform Guidance. Under the CRF program, recipients are permitted to use their own procurement policies to acquire goods and services to implement the objectives of the CRF award. Under the SLFRF program, recipients are required to follow the procurement standards set out in 2 C.F.R. § 200.

(Uniform Guidance) pursuant to the SLFRF Award Terms and Conditions executed by the recipients in connection with their SLFRF awards.

3. What is the threshold for competitive bidding for my government? (US Department of Treasury FAQ 13.3)

As stated above, recipients are required to comply with the procurement standards set forth in 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Pursuant to 2 C.F.R. § 200.317, States, the District of Columbia, and U.S. Territories should refer to the competitive bidding thresholds described in their own procurement policies and procedures. Other non-federal entities, such as metropolitan cities, counties, non-entitlement units of local government, and Tribes must adhere to the competitive bidding thresholds set forth in 2 C.F.R. § 200.320 for the relevant procurement methods.

2 C.F.R. § 200.320 describes methods of procurement based on two procurement thresholds. The Micro purchase threshold (MPT) and the Simplified Acquisition Threshold (SAT).

Micro-purchase threshold (MPT) - 2 C.F.R. § 200.320(a)(1): Purchase of supplies and services for a price below the MPT, currently set at \$10,000, are not required to be solicited competitively. However, there are circumstances when a recipient may have a MPT that is greater than \$10,000. For example, all non-Federal entities may increase their MPT up to \$50,000 if they follow the protocols described in 200.320(a)(1)(iv). Additionally, nonfederal entities such as metropolitan cities, counties, non-entitlement units of local government, and Tribes may use their own MPT if they follow the protocols described in 200.320(a)(1)(iv).

Simplified Acquisition Threshold (SAT) - 2 C.F.R. § 200.320(a)(2): Purchases of property and services at a price above the recipient's MPT and below the SAT, currently set at \$250,000, may be made following the small purchase procedures described in the definition of SAT in 2 C.F.R. § 200.1 and 2 C.F.R. § 200.320(a)(2). Procurement of property and services at a price above the SAT must follow the formal procurement methods outlined in 2 C.F.R. § 200.320(b).



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4. Can a recipient prequalify firms for projects funded with SLFRF? (US Department of Treasury FAQ 13.4)

The Uniform Guidance permits recipients to use prequalified lists of persons, firms, or products so long as a list is current and includes enough qualified sources to ensure maximum open and free competition. The Uniform Guidance does not specifically define the term “current” for purposes of 2 C.F.R. § 200.319(e), and Treasury has not adopted additional guidance regarding this requirement as it applies to the SLFRF. As such, recipients must determine when a prequalified list would be sufficiently current, and a recipient must not preclude potential bidders from qualifying during the solicitation period. See 2 C.F.R. § 200.319(e).

Furthermore, recipients may not utilize this provision to evade conducting their procurement transactions in a manner that provides for full and open competition. Recipients should be mindful that other provisions of the Uniform Guidance inform the procurement requirements. For example, metropolitan cities, counties, non-entitlement units of local government, and Tribes must have and use documented procurement procedures, consistent with binding State, local, and Tribal laws and regulations. See 2 C.F.R. § 200.318(a).

5. Where can one find the most current information on assuring minority owned businesses are included in the awards process? (US Department of Treasury FAQ 13.5)

The most up-to-date information on assuring that minority-owned businesses are included in the procurement process is located in 2 C.F.R. § 200.321, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

6. Is there certain language that needs to be included in a bidding package? (US Department of Treasury FAQ 13.6)

Treasury does not require that there be specific language included in bidding packages, but SLFRF recipients must ensure all contracts made with SLFRF award funds contain the applicable contract provisions listed in 2 C.F.R. § 200, Appendix II.

7. Are recipients allowed to leverage existing contracts? (US Department of Treasury FAQ 13.7)

Recipients may leverage existing contracts for SLFRF activities if the existing contracts conform to the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. § 200 (Uniform Guidance). States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 C.F.R. § 200.317 as well as comply with the procurement standards set forth at 2 C.F.R. § 200.321 through 2 C.F.R. § 200.323, and 2 C.F.R. § 200.327. All other recipients must follow 2 C.F.R. § 200.318, General procurement standards, through 200.327, Contract provisions.



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8. Would an interlocal agreement—an agreement entered into between governments to effectuate an eligible use of the funds—or a cooperative purchase agreement need to be bid out? (US Department of Treasury FAQ 13.8)

States, the District of Columbia, and U.S. Territories must follow their own procurement policies pursuant to 2 C.F.R. § 200.317 as well as comply with the procurement standards set forth at 2 C.F.R. § 200.321 through 2 C.F.R. § 200.323, and 2 C.F.R. § 200.327. All other recipients must follow 2 C.F.R. § 200.318, General procurement standards, through 200.327, Contract provisions. Recipients should consult the applicable procurement standards or policies to determine whether a cooperative purchase agreement must be bid out. Information on when competition is required and when exceptions to competition are permitted are located in 2 C.F.R. § 200.319, Competition, and 2 C.F.R. § 200.320, Methods of procurement to be followed.

It is permissible for recipients to use interlocal agreements, but procurement standards set forth in the Uniform Guidance may still apply.

9. How is a “contract” different than a “subaward? (US Department of Treasury FAQ 13.9)

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. § 200 (Uniform Guidance) provides definitions for “contract” and “subaward.” A contract is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A subaward is distinct from a contract in that a subaward is an award provided by a recipient of a federal award to a subrecipient to carry out part of a federal award on behalf of the recipient. Recipients may make subawards through any form of legal agreement, including an agreement that the recipient considers a contract. See 2 C.F.R. § 200.331 for more information on the differences between contracts and subawards.

10. What other background laws must recipients comply with? (US Department of Treasury FAQ 13.10)

SLFRF recipients must comply with all laws outlined in the SLFRF Award Terms and Conditions that the recipients accepted in connection with their SLFRF award and all other applicable executive orders, federal statutes, and regulations in carrying out their SLFRF award. Recipients must also provide for such compliance by other parties in any agreements it enters into with other parties relating to the award. The award terms listed specific statutes and regulations that apply to the award, but the award terms made clear that these lists were not exclusive. Particularly in the case of the SLFRF, it’s not possible to enumerate the full list of federal statutes, regulations and executive orders that may be applicable to the award given that the range of eligible uses of funds is so broad, including the provision of government services.



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11. How does Treasury treat program income? (US Department of Treasury FAQ 13.11)

Per 2 C.F.R. § 200.307, Treasury is specifying here that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. For more information on what constitutes "Program Income" please see 2 C.F.R. § 200.1.

- 12. Does COVID-19 and the national emergency qualify as "exigency" as a special circumstance under 2 C.F.R. § 200.320 (c) in which a noncompetitive procurement can be used? If so, may a contract utilizing this special circumstance have a term that extends beyond the national emergency? For example, may a County execute a contract (without going through a competitive solicitation) immediately with a contractor to provide services with a term through the end of 2024, relying upon this special circumstance? (US Department of Treasury FAQ 13.12)**
- The COVID-19 public health emergency does not itself qualify as a "public exigency or emergency" under 2 C.F.R. § 200.320 (c). In other words, a recipient may not justify a noncompetitive procurement simply on the basis that the procurement is conducted during the public health emergency or that the project is in response to the public health emergency.

Instead, the recipient must make its own assessment as to whether in the case of a particular project there is a public exigency or emergency that "will not permit a delay resulting from publicizing a competitive solicitation."

AMERICAN RESCUE PLAN ACT
PUBLIC SAFETY AND COMMUNITY
VIOLENCE REDUCTION
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Stockbridge Police Department Gun Violent and Crime R

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Stockbridge Police Department, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the public safety and community violence reduction project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned
Stockbridge Police Department
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to reasonable expenses incurred to fund the completion of the public safety and community violence reduction Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in "Exhibit A" attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier ("Performance Period"). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period. If Grantee is a State agency, Grantee shall not request additional funds from the State Budget for the continuation of the Grant Project after the Performance Period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the public safety and community violence reduction Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement

is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 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 with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Anthony Ford
ADDRESS	4640 North Henry Blvd, Stockbridge, GA 30281
EMAIL	asford@cityofstockbridgr-ga.gov
PHONE	(770) 389-7910

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion or conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$905,575.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Anthony
Title: Mayor
Email: asford@cityofstockbridgr-ga.gov
Phone: (770) 389-7910

2. Authorized User Two (Optional)

First Name: Last Name:
 Title:
 Email: asford@cityofstockbridge-ga.gov
 Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: anthony ford
anthony ford (Jun 29, 2023 09:42 EDT)
(Authorized Representative of Grantee)
Name: Anthony Ford
Title: Mayor
Date: Jun 29, 2023

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
- (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1
4640 North Henry Blvd

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
City of Stockbr	Georgia	30281	3651

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: anthony ford
anthony ford (Jun 29, 2023 09:42 EDT)
(Authorized Representative of Grantee)

Name: Anthony Ford

Title: Mayor

Date: Jun 29, 2023

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Anthony Ford
am the Mayor
of Stockbridge Police Department
Unique Entity Identifier JJMXMJNATK49

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: anthony ford
anthony ford (Jun 29, 2023 09:42 EDT)
(Authorized Representative of Grantee)
Name: Anthony Ford
Title: Mayor
Date: Jun 29, 2023

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

AF
AF

Exhibit A – Grantee Assurances

AF
AF

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

AF
AF

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature: anthony ford
anthony ford (Jun 29, 2023 09:42 EDT)
(Authorized Representative of Grantee)

Name: Anthony Ford

Title: Mayor

Date: Jun 29, 2023

SIGNATURE PAGE

The applicant agency requesting grant assistance is Stockbridge Police Department (SPD). SPD is a new agency that officially launched on July 1, 2022. The problem is that there has been an increase in gun violence and violent crimes in the City of Stockbridge, from the onset of the pandemic (January 27, 2022) to the present. Researchers indicate that implications relative to COVID-19 such as government enforced lockdowns, may have exasperated psychological stressors, alcohol and drug consumption, unemployment, financial stressors, etc.; whereby increasing the proportion of individuals likely to commit crimes (Esposito, & King, 2021).

Consistent with research and FBI findings, the City of Stockbridge experienced an increase in gun violence and violent crime activity that was worsened by COVID-19 conditions. From October 2018-March 2020, the City of Stockbridge experienced only 1 homicide. During the same 18-month period from April 2020- March 2021, the Stockbridge experienced 10 homicides constituting a 900% increase in this violent crime category. Pre- and post-pandemic crime data from Stockbridge also shows a 22% increase in robbery and an 8% increase in aggravated assaults. Based on post-pandemic aggregate crime data for the City of Stockbridge violent crime rates have significantly increased when compared to the pre pandemic levels. Although Stockbridge encompasses 4.19% of the total landmass of Henry County and 7.68% of the total population; gun violence and violent crime data involving a firearm from July 2019 – July 2022, indicates that the City of Stockbridge accounts for 17% of aggravated assaults, 75% of discharging a firearm, 100% of home invasions, 22% of homicides, 60% of persons shot, 13% of rapes, 30% of armed robbery, 33% of robbery, 33% of terroristic threats, and 13% of weapons violations (see attached crime chart).

During the recent 2022 general elections on Nov. 8, 2022, Senate Bill 612 (Stockbridge Annexation Referendum) passed; whereby increasing the jurisdiction of the SPD, as well as the City's population by 6,000 residents. As such, the rise in gun violence and violent crimes are projected to be exasperated and on an upward trend. To combat the increase in homicide and violent crimes issues in the City of Stockbridge community, SPD proposes to implement a Gun Violent and Violent Crime Reduction project (GV&VCR). The design of the GV&VCR project aligns with strategies recommended from the IACP publication titled, "Reducing Gun Violence in Our Communities," along with evidence based research strategies outlined in Koper, Woods, and Kubu, (2013).



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 14, 2023

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/POLICE DEPT.
- ☐ 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: Citizen-Police Advisory Council Appointments

Council consideration to appoint board members to the City of Stockbridge Police Department Citizen-Police Advisory Council.

BACKGROUND INFORMATION:

The City of Stockbridge Police Department, recognizing the importance of fostering transparency, trust, and community engagement, has taken a significant step towards improving police-citizen relations by implementing a Citizens Police Advisory Council (CPAC). This initiative was officially adopted by the City Council through Resolution # R22-1497 on October 25, 2022 . *Continued on Page 2*

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

CHIEF OF POLICE

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT \$ 0

ATTACHMENTS:

BACKGROUND INFORMATION CONTINUED:

The CPAC has been designed to include a diverse group of individuals who will collaborate with the City Council and the Police Department to provide valuable input and recommendations. The Council is comprised of representatives from various sectors of the community, including government, business, faith-based organizations, and each city district.

The appointments to the CPAC are as follows:

1. Mayor's Appointment:

- Rev. Dr. M. Lavell Sanders

2. Council Member Appointments:

- District 1 Councilmember Appointment: Ms. Carmen Reese
- District 2 Councilmember Appointment: Mr. Thomas Smith
- District 3 Councilmember Appointment: Mr. William Daniels
- District 4 Councilmember Appointment: Mr. Asa Moon
- District 5 Councilmember Appointment: Mr. Raymond Martin

3. Police Chief Appointments (one member from each patrol zone):

- Police Chief Appointment Zone 1: Ms. Neat Robinson
- Police Chief Appointment Zone 2: Mr. Nathan Banks Sr.
- Police Chief Appointment Zone 3: Ms. Angela White
- Police Chief Appointment Zone 4: Ms. Deyonna Williams

4. Other Appointments:

- Business Community Representative: Mr. Reginald Sylvain (Sylvain Funeral Home)
- Faith-Based Community Representative: Mr. Trea Brinson (Eagles Landing Church)

Guidelines for Selection and Terms of Membership:

The CPAC aims to ensure continuity and encourage widespread participation in community policing efforts. The following guidelines have been established for member selection and terms:

Initial Member Terms:

- Half of the initial CPAC members will be appointed for a one-year term.
- The remaining half will be appointed for a two-year term.
- The determination of the initial panel terms will be made by lottery during the first CPAC meeting.

Subsequent Member Terms:

- All members appointed after the initial selection process will serve two-year terms.

Term Limits:

- Members may serve a maximum of two years on the CPAC, except for the initial members originally selected for a one-year term.
- Those initial members may serve the initial one-year term and an additional two-year term.
- All terms will expire on December 31st of each year.

Vacancies:

- In the event of a member's resignation or removal during their term, the appointing Council Member or Chief of Police may select a new member to serve the remainder of that term.