



City of Stockbridge
Bringing People
Together

STOCKBRIDGE CITY COUNCIL

Mayor Judy Neal

Mayor Pro Tem Anthony S. Ford

Councilman Elton Alexander

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilwoman Neat Robinson

CITY MANAGER

Michael Harris

CITY CLERK

Vanessa Holiday

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Michael Williams

Council Meeting
Agenda
May 8, 2017 6:00 PM



Council Chamber 2nd Floor

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, MAY 8, 2017 6:00 PM

Mayor & City Council

Judy Neal, Mayor
Anthony S. Ford, Mayor Pro Tem
Elton Alexander, Councilman
John Blount, Councilman
LaKeisha Gantt, Councilwoman
Neat Robinson, Councilwoman

Administration

Michael Harris, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

- I. Call to Order**
- II. Invocation- Pastor Matt Grimes- Liberty Baptist Church**
- III. Pledge of Allegiance- Troop #260, Stockbridge, GA**
- IV. Adoption of the Agenda**
- V. Roll Call**

	Present	Absent
Mayor Pro Tem Ford	_____	_____
Councilman Alexander	_____	_____
Councilman Blount	_____	_____
Councilwoman Gantt	_____	_____
Councilwoman Robinson	_____	_____
- VI. Adoption of Minutes 3/13/2017 and 3/28/2017**
 - March 13, 2017 Draft Minutes**
 - March 28, 2017 Draft Minutes**

REVIEW OF CEREMONIAL- Public Service Recognition Week

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.

OLD BUSINESS

Item # 1 - Ordinance Amendment Regarding Section 3.30

Presented by: Councilwoman Gantt

Item # 2 - Council Consideration for Policy and Procedures for Distribution of Documents and Correspondence to Mayor & Council

Presented by: Councilwoman Gantt

Item # 3 - Council Consideration for Amendment of Job Description for GIS/Planning Technician Position

Presented by: Renee Wheeler

Item # 4 - Council Consideration for approval of Youth Council Curriculum

Presented by: Michael Williams

PRESENTATION

Item # 5 - Henry County CVB (Convention Visitor's Bureau) Annual Presentation

Presented by: Laura Luker & David Gill

Item # 6 - Henry Council for Quality Growth- Leader in Me Program

Presented by: Steve Cash

Item # 7 - K Piano Club Learning Foundation- Partnership Proposal

Presented by: Kenneth L. Wilson,

NEW BUSINESS

Item # 8 - PUBLIC HEARING

Rezoning RZ17-07-S Altaf Cheema of Stockbridge, GA request a rezoning from R3 (Single Family Residence) to C1 (Neighborhood Commercial) for property located at 791 Davis Dr., in Land Lots 79 and 90 of the 12th District. The property consist of 1.27+/- acres, and the request is for a convenience store

Presented by: Melinda Davies

Item # 9 - Task Order for WWTP Improvements- Phase 1

Presented by: Decius Aaron

Item # 10 - Ordinance- New Car Wash- Recycle Water

Presented by: Michael Williams

Item # 11 - Ordinance- Water Waste Policy

Presented by: Michael Williams

Item # 12 - Council Consideration to approve Technical Productions Lighting & Sound

Presented by: Cie Cie McGhee

DISCUSSION

Item # 13 - Branding Update

Presented by: Kira Harris- Braggs, Donald Riley, Councilman Alexander

Item # 14 - ML King, Dr. Tourism Master Plan, Downtown Master Plan, RSVP Update

Presented by: Kira Harris- Braggs, Councilman Alexander

Item # 15 - S.P.L.O.S.T Projects Schedule

Presented by: Councilman Alexander, Linda Nabers, Decius Aaron

Item # 16 - ROW/Grass Cutting and Beautification

Presented by: Councilman Alexander, Decius Aaron

Item # 17 - Stockbridge Boys & Girls Club

Presented by: Councilman Alexander

COUNCIL'S COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENT OF UPCOMING MEETINGS & EVENTS

All meetings will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please check the city's website www.cityofstockbridge.com or contact City Hall offices at 770.389-7900 for information.

UPCOMING OFFICIAL CITY MEETINGS/EVENTS/ANNOUNCEMENTS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770.389-7900 for updates and detailed information.

- Memorial March – Monday, May 29, 2017 – 9:00 a.m. at the Merle Manders Conference Center.
- Council Work Session– Tuesday, May 30, 2017 - 6:00 p.m. City Hall Chamber.

UPCOMING COUNCIL MEMBER COMMUNITY MEETINGS AND/OR INITIATIVES

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- Non-Profit Social Mixer – Hosted by Councilwoman Gantt – **Date to be determined** at the Merle Manders Conference Center at 5:30 p.m.

-

UPCOMING CIVIC EVENTS

-

- Annual Carrie Mae Hambrick Celebration

Saturday, May 20, 2017 at 2:00 p.m. – Trinity UMC – Green Front Café Lawn

ADJOURN



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.



DRAFT SUMMARY MINUTES COUNCIL MEETING

MONDAY, MARCH 13, 2017 6:00 p.m.

Mayor & City Council

**Mayor Judy Neal
Mayor Pro Tem Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson**

Administration

**Michael Harris, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney**

Call to Order by Mayor Neal at 6:00pm.

Invocation was provided by Pastor Danang Rockett of Ambassadors for Christ Ministries.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members of Council were present and a quorum was confirmed.

Councilman Alexander motioned to amend the Agenda to include discussion of the proposed City of Eagle's Landing and adding a Fourth of July event; second by Councilwoman Robinson. The motion passed 5-0.

Councilman Blount motioned to amend the Agenda under New Business to add the approval of the award for the installation of Inclusive Playground Equipment; second by Councilwoman Robinson. The motion passed 5-0.

Mayor Pro Tem Ford motioned to approve the Minutes of 1/9/17 and 1/31/17; second by Councilwoman Gantt. The motion passed 5-0.

Mayor Neal referenced the Women's History Month ceremony held prior to the meeting with the reading of the annual Women's History Month proclamation and recognized

women who were honored by Councilman Alexander for their contributions, accolades and accomplishments: State Representative (Dist. 76) Sandra Scott, Henry County Chair June Wood, Henry County Commissioner (Dist. 2) Dometrice “Dee” Clemmons, Mayor Pro Tem Ann Tarpley (Hampton), Councilwoman Mary Ann Mitcham (Hampton) Councilwoman Sandra Vincent (McDonough), Former Councilwoman Gail Notti (McDonough), Henry County Fire Chief Nish Willis, and Henry County Police Department Detective Shemesa Hunter.

Mayor Neal also recognized Henry County Police Department Sgt. Teirrah Webster who received a Letter of Commendation for her bravery and accomplishments from Councilwoman Gantt.

PUBLIC COMMENTS

Ms. Mildred E. Reed thanked the Council on behalf of the Henry County Council on Aging for their participation in the Miles for Meals annual event and invited all to come out and participate on May 6, 2017 from 10am -12pm at the Harper Event Center.

OLD BUSINESS

1. PUBLIC HEARING - Amendment of the City's Zoning Code In regards to brick façade.

Presented by: Michael Williams, City Attorney & Bill Johnston (Consultant)

Public Hearing opened. No speakers in favor or opposed. Public Hearing closed.

Councilman Alexander motioned to approve the amendment of the City's Zoning Code with the Zoning Advisory Boards recommendations:

- For each commercial building, exterior surfaces on those portions of the building that are visible to the public, exclusive of windows and doors, shall be faced with one hundred percent (100%) full-depth first class brick and the front side shall be faced with at-least fifty percent (50%) full-depth first class brick or stone. The remainder of the front side may include wood, stone, decorative glass, decorative block, architectural concrete or precast concrete units, provided that surfaces are molded, serrated, or treated with a textured material in order to give the front side a three-dimensional character. The type, quality and arrangement of all such permitted materials shall be compatible with other development meeting these standards throughout the district.
- All windows shall be consistent with the decorative facade design, considering materials and color.
- Vinyl having a nominal thickness of 0.046 inches, metal, or cementitious composite board siding may be used in the eaves and soffits of a building.

- Metal roofing, if utilized, shall consist of standing seam metal roofing with a minimum 29-gauge rating.
- Facade colors and materials shall be limited to three (3) per facade face.
- Hotels shall be exempt from the brick percentage requirements set forth herein, but shall meet all other standards set forth herein.

Second by Mayor Pro Tem Ford. The motion passed 5-0.

2. Council Consideration to approve recommendation for Branding & Marketing Firm.
Presented by: Michael Harris, City Manager

Mr. Harris noted the City received 14 proposals from vendors and the evaluation team reviewed all proposals and interviewed the top six vendors. The committee and staff recommended R&R Designs for the purpose of drafting a new branding initiative for the City.

Councilwoman Gantt motioned to approve the recommendation of R&R Designs Firm for Branding & Marketing for the City; second by Councilman Blount. The motion passed 5-0.

NEW BUSINESS

3. Council Consideration to approve Employee Manual update.
Presented by: Renee Wheeler, Human Resources Manager

Ms. Wheeler asked Council to approve the revised Employee Manual update.

Councilman Alexander motioned to approve the revised Employee Manual update; second by Councilwoman Robinson. The motion passed 5-0.

4. Council consideration to approve the bid award to Playworld for installation of Inclusive Playground Equipment at Clark Park (not to exceed \$150,000) CDBG Funding

Presented by: Michael Harris, City Manager

Mr. Harris noted only one (1) proposal was submitted, which is not all that uncommon. Staff has checked references, additionally, Playworld has done business with the City over the years.

Mr. Harris noted the entire project will be funded through the Community Development Block Grant (CDBG) Funds, noting the Playworld bid amount is \$107,000; however, not to exceed \$150,000 to allow other items to be included.

Councilwoman Gantt motioned to approve the bid award to Playworld for installation of Inclusive Playground Equipment at Clark; second by Mayor Pro Tem Ford. The motion passed 5-0.

DISCUSSION

5. Discussion of proposed City

Presented by: Councilman Alexander

Councilman Alexander referenced the proposed City noting it would be unprecedented for the Georgia General Assembly to take property from an existing and established city and give those properties to a proposed unestablished city.

Councilman Alexander also noted if the commercial corridor of Hudson Bridge is removed from Stockbridge, the City would be forced to impose a property tax on the citizens to offset the loss revenue.

Councilman Alexander further noted if State Legislature approves, the entire City of Stockbridge residents would not be able to vote on the proposed City, but only the newly proposed residents of the proposed City would have the right to vote; however, the citizens of Stockbridge would be responsible for financial obligations left behind for the City of Stockbridge.

Mayor Pro Tem Ford reminded citizens they can retrieve information on the matter on the City's webpage at www.cityofstockbridge.com and encourages Council to get together to establish a few Town Hall meetings with citizens on different days and locations.

Councilman Blount noted while he is a resident of the proposed City he was elected to represent the City of Stockbridge and will continue move forward together noting citizens are going to need to get involved showing their concern and support the City's efforts.

Councilwoman Gantt referenced her conversations with members of the legislative delegation, some of who stated they learned of the proposed city in December 2016. Councilwoman Gantt further noted the action if approved would be unprecedented further referencing the economic segregation where the proposed city sought out high income bracket neighborhoods only, noting the city was being established based off of financial circumstance.

Mayor Neal noted Councilwoman Gantt had spoken for her five minutes allowed.

Councilman Blount motioned to allow Councilwoman Gantt two (2) more additional minutes; second by Mayor Pro Tem Ford. The motion passed 5-0.

Councilwoman Gantt continued by stating State Senator Jeffares who introduced the bill does not represent the area of the proposed city.

Councilwoman Robinson stated the City of Stockbridge is already established and it belongs to all citizens. Councilwoman Robinson reiterated there will be Town Hall meetings held where citizens can voice their opinions and concerns.

Mayor Neal stated she believes the City of Stockbridge will win with facts, noting her recent attendance of a meeting in Eagle's Landing regarding the proposed city where the residents spoke 100% against creating their own city.

Mayor Neal encouraged everyone to speak on facts only; and directed questions from citizens the City Manager.

6. Discussion of proposed July 4th Fireworks event
Presented by: Councilman Alexander
Councilman Alexander referenced the Sounds of Summers concerts every summer and proposed adding a 4th of July fireworks event in conjunction with Tasty Tuesday.

Councilman Blount question funding of the event.

Councilwoman Robinson asked with Mr. Harris if it would be possible to remove Food Truck Tuesday and just have the 4th of July concert with fireworks.

Mr. Harris explained the biggest cost would be the pyrotechnics; and, if its Council desire to have it on the actual 4th, the cost could be between \$15,000- 22,000 for a 15-20 minute firework show. Mr. Harris further stated if Council decided to have the concert a day prior the 4th, the price would drop about \$10,000, noting the challenge now would be to hire a band, which could cost a little more and that with everything included, the could cost in around \$25,000-30,000 for a one day event.

Mayor Pro Tem Ford noted that while he favors the festivities for the 4th of July, he would like to know if it is feasible for the City to do.

Mr. Harris noted he spoke with the fire department and they stated there should be about 500-700 feet of clear area and away from homes for fireworks.

COMMENTS FROM THE CITY MANAGER

Mr. Harris referenced the City's Annexation Legislation that is before the General Assembly to make the City whole and also noted staff is compiling data with regard to the impact of the forming of the new city.

COMMENTS FROM THE CITY COUNCIL

Councilman Alexander saluted the trailblazing women who were honored tonight; noted the preliminary numbers show the City will add approximately \$2.5 million dollars to reserve funds and the S.P.L.O.S.T. balance was \$10 million dollars; commended Councilwoman Robinson for her efforts to clean up the City with the Adopt-A-Road program; and noted his efforts along with Henry County Chair June Wood over the weekend cleaning up along Jodeco Road in an effort to make everyone proud in the City.

Councilman Blount thanked the Council for putting money in the budget for beautification efforts for the City; referenced Global Impact's campaign, where he is an Associate Minister, to pick up litter over the weekend; and noted the upcoming National Day of Prayer to be held under his leadership on the first Thursday in May.

Mayor Pro Tem Ford congratulated the women who were honored tonight; referenced the upcoming Prevent Child Abuse month; asked citizens to continue to be engaged and to keep the faith.

Councilwoman Gantt thanked everyone for coming out and invited seniors out for Fun Day on Wednesday, March 22, 2017 from 2-5pm at the Ted Strickland Community Center for great fun and activities.

Councilwoman Robinson Congratulated the women who were honored tonight; referenced Global Impact as the first recipient of the Adopt-A-Road program and encouraged other churches in the community to get involved; noted she and her colleagues were placed here to serve; and noted she may make an amendment to her schedule to attend the Council on Aging Miles for Meals event.

COMMENTS FROM THE MAYOR

Mayor Neal noted all Town Hall Meetings would be held at City Hall, and all Community Meetings would be held outside of City Hall within the community; referenced a recent ribbon cutting for the newly opened Fairfield Inn in Stockbridge on Hwy. 138 where the owner made a contribution in the amount of \$1,000.00 to the Mayor's favorite charity, the Henry Council for Quality Growth's 'Leader in Me' Program.

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OFFICIAL CITY MEETINGS

- Stockbridge Zoning Advisory Board Meeting – Thursday, March 23, 2017 at 6:00 p.m. at City Hall in the Levi Meeting Room.
- Downtown Development Authority Board Meeting – Monday, March 27, 2017 at 6:00 p.m. at City Hall in the Levi Meeting Room
- Council Work Session – Tuesday, March 28, 2017 - 6:00 p.m. - City Hall Chamber.

COUNCIL MEMBER COMMUNITY MEETINGS AND/OR INITIATIVES

- Senior Fun Night – Hosted by Councilwoman Gantt – Thursday, March 23, 2017 at the Ted Strickland Community Center
- Coffee w/a Cop – Hosted by Mayor Pro Tem Ford- April 1, 2017 from 8:30 am – 10:00 am at Bridgeview Country Diner – N. Henry Blvd. Stockbridge, GA

CIVIC EVENTS

- Paint Henry Blue, Kick-Off Campaign in Stockbridge, Thursday, March 30, 2017 at 6:00 p.m. at the Merle Manders Conference Center 111 Davis Rd. Stockbridge.

EXECUTIVE SESSION (If necessary)

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

Councilman Alexander motioned to adjourn Executive Session; second by Mayor Pro Tem Ford. The motion passed 5-0.

Councilwoman Gantt motioned to reconvene the meeting; second by Mayor Pro Tem Ford. The motion passed 5-0.

ADJOURN

Councilwoman Robinson motioned to adjourn the meeting; second by Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Judy Neal, Mayor

STATE OF GEORGIA

CITY OF STOCKBRIDGE

ORDINANCE NO.

AN ORDINANCE TO PROVIDE FOR A LIMITATION ON THE CITY MANAGER'S CONTRACTING AUTHORITY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the governing authority of the City of Stockbridge, Georgia desires to provide a responsible limitation on the City Manager's contracting authority; and,

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

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

Section 1. That Sections 3.30.222 and 3.30.223 of the Stockbridge Municipal Code are hereby amended by deleting said sections in their entirety and replacing them with the following sections in lieu thereof:

"3.30.222 - Approval of contracts.

A. General Provisions. All contracts shall be reviewed and approved as to form by the city attorney prior to execution on behalf of the city. A contract shall conform to state and federal law and to city ordinances and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the city.

B. City Manager Authority. The city manager shall have the authority to sign contracts up to four thousand nine hundred and ninety-nine dollars (\$_____) without city council approval.

3.30.223 - Change orders and contract modifications.

A. General Provisions. Except as hereinafter provided, any change order or other modification of a contract term shall be approved by the city council.

B. City Manager Authority. The city manager shall have authority to approve all change orders to purchase orders and contracts up to an absolute value of twenty (20) percent of the original contract, provided the total change order amount is four thousand nine hundred and ninety-nine dollars (\$ _____) or less."

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

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

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

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

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

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

Section 6. The effective date of this Ordinance shall be _____ 2017.

ORDAINED this _____ day of _____, 2017.

CITY OF STOCKBRIDGE, GEORGIA

Judy Neal, Mayor

ATTEST:

Vanessa Holiday, City Clerk

APPROVED AS TO FORM:

Michael Williams, City Attorney

Date Presented to Mayor: _____

Date Received from Mayor: _____

**Council Consideration for
Policy and Procedures for
Distribution of Documents
and Correspondence to
Mayor & Council.**

**Presented by:
Councilwoman Gantt**

Job Title: GIS/Planning Technician (DRAFT)

Job Summary: This position is responsible for supporting the geographical information system, assist staff with community development, Stormwater and basic master planning efforts and for the collection and use of all geo-spatial data for the City of Stockbridge.

Major Duties:

- Analyzes planning issues and determines project schedules and priorities;
- Assists City staff in interpreting city codes and comprehensive plans;
- Assists in maintaining the database of information for planning and storm water purposes, updating maps and assigning addresses and street names per City standards;
- Provide staff support in the development and implementation of zoning, subdivision regulations, capital improvement plans, land use plans, annexation studies, and other plans, studies, and codes to meet the City's needs as it relates to Stormwater.
- Attends various hearings and meetings as needed;
- Establishes and maintains effective working relationships with other employees, officials, and all members of the public;
- Assists the Community Development Director in evaluating land use proposals for conformity to established plans and ordinances;
- Maintains and updates official City maps, including the zoning, annexation, and similar maps;
- Organizes and administers research studies, conducts analyses and prepares reports/recommendations regarding land use, infrastructure improvement, environmental requirements and matter relating to Planning, GIS, Stormwater;
- Organizes and employs resources to achieve project objectives;
- Performs a variety of routine and complex administrative, technical and professional work related to the development and implementation of land use, planning, stormwater and related municipal plans and policies;
- Provide staff support in administering and coordinating multiple, complex advance/special projects;
- Provide staff support in the preparation of property site plans, zoning plans and sketches in ArcGIS and planning-related software;
- Responsible for the development and management of all GIS data for the City; maintains GIS datasets for utility billing, planning, parks, water, sewer and stormwater functions; develops maps, overlays and new data sets as required;

Job Title: GIS/Planning Technician (continued)

- Performs field surveys to collect GIS data requiring the use of GPS and other computer-based survey equipment
- Provides customer service regarding parcel location, zoning and ownership boundary information;
- Develops maps and plats as needed by the City for various uses;
- Performs other duties as related to the position.

Knowledge Required by the Position:

- Ability to establish and maintain effective working relationships with those encountered during the work;
- Ability to exercise sound independent judgment within established guidelines;
- Ability to interpret and understand engineering and architectural plans, concepts and methodologies;
- Ability to interpret maps, site and building plans and specifications, graphs and statistical data;
- Ability to prepare clear and concise technical documents, reports, correspondence and other written materials, including staff reports to the City Council and other boards/committees;
- Ability to prepare clear visual displays;
- Ability to present ideas persuasively;
- Ability to research, analyze and summarize planning data both manually and with computer programs;
- Ability to understand and apply those aspects of federal, state and local laws, regulations, policies, procedures and standards pertaining to the planning process;
- Knowledge of local government organization and the functions and practices of a municipal planning unit;
- Knowledge of math concepts, including statistical analysis techniques and formulae relevant to the planning process;
- Knowledge of methods used in developing information for advance planning and capital improvement projects;
- Knowledge of terminology, symbols, methods, techniques and instruments used in planning.
- Knowledge of modern office procedures and equipment;
- Knowledge of City and County ordinances, policies and procedures;
- Knowledge of database development and management;
- Knowledge of City codes and ordinances;
- Knowledge of general office equipment and software programs related to surveying and geographic information management;

Job Title: GIS/Planning Technician (continued)

- Skill in completing complex, technical assignments with frequent interruptions and within deadlines;
- Skill in using a variety of computer programs for administrative functions;
- Ability to communicate clearly and in a pleasant manner with the general public, elected officials and other City employees;
- Ability to use GPS survey equipment and geographic information systems;
- Ability to maintain digital and physical records;
- Ability to compile GIS data for a variety of different needs;
- Ability to establish and maintain effective working relationships with City officials, employees and the public.

Supervisory Controls: The work of this position is performed under the general supervision of the Community Development Director.

Guidelines: Guidelines include City code of ordinances, City and departmental safety manuals, policies and procedures.

Complexity: The work requires the application of highly technical skills and keen attention to detail.

Personal Contacts: Contacts are typically with co-workers, elected officials and the public.

Purpose of Contacts: Contacts typically occur to give and exchange information, solve problems and provide services.

Physical Demands: This work is performed indoors and outdoors with the employee sitting, standing, walking, bending, crouching, carrying pulling, balancing, kneeling or stooping and may require physical exertion over moderately long periods of time. The employee may lift light objects.

Work Environment: This work is performed indoors in an office setting, outdoors for field work and involves moderate exposure to inclement weather and slippery or uneven surfaces. The work may require use of protective devices such as hard hat, gloves and safety jacket.

Job Title: GIS/Planning Technician (continued)

Supervisory and Management Responsibility: None

Minimum Qualifications:

Associates degree or Bachelor's degree in geography, GIS, or a closely-related field and/or two (2 to 4) years of progressively responsible work experience in a related field; valid State of Georgia Driver's License; equivalent combination of education and experience is required.

**Henry County CVB
(Convention
Visitor's Bureau)
Annual Presentation
Presented by: Laura
Luker & David Gill**



2017-2018 Partnership Proposal

Dear Honorable Mayor & Council Members,

Foremost, we would like to thank you for taking time to consider the possibility of working with the K-Piano Learning Foundation to make the City of Stockbridge an even better place to grow up. My name is Kenneth L. Wilson, Sr. and my wife, China Wilson, and I are the Stockbridge City residents who run the K-Piano Music Learning Foundation. Research has proven that children who play the piano test higher in Math & Reading and are 17 times more likely to graduate. Over the past 6 years we have taught piano to over 11,000 students and raised and donated over \$70,000 in cash and in-kind services to the Henry County, Clayton County & Kipp Strive School Systems. The K-Piano Learning Foundation is also the 2nd largest summer employer of minority teens.

We are formally asking for the opportunity to make a 5-minute presentation to the Mayor, Council Members and community at the Council meeting on Monday, May 8th. We believe that offering Music & Arts themed enrichment will give our youth positive options to occupy their time. We believe that our successful track record working with the local schools in this community suggests that a partnership with The City of Stockbridge will produce high quality youth programs that include but are not limited to the following:

- **Stockbridge City Youth Band:** School age children in Stockbridge and surrounding areas would be available to perform regularly in representation of our community.
- **Stockbridge Gifted Afternoon Music Enrichment:** Parents would have safe music and arts themed afterschool programming for their children.
- **Stockbridge Summer Youth Band Camp:** This would be the largest Music & Arts Summer Camp in the State of Georgia.

It is our goal to create a community based partnership program that becomes self-funded within 18-24 months of launch. We are interested in working with both the City of Stockbridge and the Stockbridge Youth Council as well. We have over 1,100 parents and students connected to the K-Piano Learning Foundation, who live right here in the City of Stockbridge. We truly believe that the Council will receive overwhelming support from the citizens of our beautiful city. You will find we have a sincere desire to serve. Please take a look at the link below which will share more with you about our overall program. Additionally, you will find an attached photo that displays Ken Wilson making the Partnership Donation to Dutchtown Elementary School. We look forward to the opportunity to have our proposal considered alongside others who seek to serve in our City. You will find K-Piano to meet a real need and be very impactful. Thank you all in advance for your consideration.

Warm Regards,
Kenneth L. Wilson, Sr., Executive Director
The K-Piano Learning Foundation
www.kpianomusicacademy.org/learning
770-954-8790 Main
770-954-8793 Direct



Rezoning Evaluation Report
Henry County Zoning Advisory Board

Henry County Planning & Zoning

RZ-17-07-S

City of Stockbridge

Report Prepared by: Zane Grennell, Planner I

Applicant: Altaf Cheema
791 Davis Rd
Stockbridge, GA 30281
(229) 345-0852

Location: 771 & 791 Davis Road
Land Lot 71 of the 12th District

Request: Rezoning from R-3 (Single-Family Residential) to C-1 (Neighborhood Commercial)

Parcel ID(s): S02-05-010-000 & S02-05-011-000

Proposed Use /Purpose: Convenience Store

Current Land Use: Vacant & Single-Family Residence

Future Land Use: Commercial

Sign Posted: March 31, 2017

ZAB Meeting: April 27, 2017

Lot Size: 1.27+/- acres

Road Access: Davis Road (Minor Arterial)

Zoning History:

The subject property, made up of two (2) parcels, Parcel S02-05-010-000 and Parcel S02-05-011-000, is zoned R-3 (Single-Family Residential). Staff found a record of Parcel S02-05-011-000 rezoned from RM-75 (Multiple-Family Residential) to C-2 (General Commercial) by the Henry County Board of Commissioners on November 21, 1982, before the subject property was annexed. Staff also found a record of Parcel S02-05-010-000 submitted for rezoning from R-3 to C-2 as a part of a larger 5.04 acre tract which was withdrawn on October 29, 1990. Additionally, staff found a record of both parcels submitted for rezoning from R-3 to C-3 that was denied September 17, 2015 (RZ-15-16-S). The City of Stockbridge Official Zoning Map illustrates both parcels as R-3. **Table 1.0** illustrates the current zoning and land use of surrounding properties.

Table 1.0 Current Zoning and Land Uses of Adjacent Properties

	Current Zoning	Current Land Use
North & West	C-1 (Neighborhood Commercial)	Vacant
East	C-2 (General Commercial)	Shopping Center
South	C-2 (General Commercial) & C-3 (Heavy Commercial)	Retail Superstore & Gasoline Station

Source: City of Stockbridge Official Zoning Map

Executive Summary:

The applicant is requesting a rezoning of 1.27+/- acres of R-3 (Single-Family Residential) zoned property 771 & 791 Davis Road for a convenience store, for which a C-1 (Neighborhood Commercial) zoning is required. The Future Land Use Map (FLUM) of the Comprehensive Plan designates the subject property for Commercial land uses. The subject property is surrounded by properties zoned commercial. In order to be approved to use the existing single-family structure as a convenience store, a variance will be required from the Stockbridge City Council to reduce the minimum front yard setback.

Development Regulations Relevant to Request:

- City of Stockbridge Code of Ordinances
- Henry County/Cities Joint 2030 Comprehensive Plan.
- All other City and County Code sections regarding site development standards and requirements

Analysis of Request (Sec. 12.02.09.C.2):**Criteria Point 1: Consistency with the Comprehensive Plan.**

The request to rezone the subject property to C-1 is consistent with the 2030 Land Use Plan adopted by the Stockbridge City Council on August 11, 2008, which designates the property for Commercial.

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

The proposed development meets all of the minimum development regulations of the C-1 zoning district except for the front setback requirement for the existing single-family structure. A variance will be required to convert the existing single-family structure into a convenience store. The proposed development is consistent with the overall zoning character of the area and with the Future Land Use Map (FLUM) designation of Commercial for the subject property. **Table 2.0** lists the requirements of the C-3 zoning district.

Table 2.0 Ordinance Requirements for C-1 Zoning District

ORDINANCE REQUIREMENTS		PROPOSED	COMPLIANCE
Minimum Front Yard Setback	50 feet	<50 feet	No
Minimum Side Yard Setback	none	<20+ feet	Yes
Minimum Rear Yard Setback	20 feet	Triangle Lot	(No Rear Line)

Source: City of Stockbridge Zoning Code Section 2.04.02 C-1, Neighborhood Commercial District

Criteria point 3: Potential positive effects of the change in the amendment on the character of the zoning district, a particular piece of property, neighborhood, area or community.

The proposed change in zoning should not have a negative effect on the character of the existing neighborhood as the adjoining properties range from C-1 to C-2 to C-3.

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

The subject property appears from the site plan to be adequate for the proposed use. Issues regarding buffering, topography, drainage, access, size and shape of the property will be addressed through the development plan review phase. A survey will be required to combine the two existing lots. A stormwater management plan will be required including a floodplain statement (FEMA and Henry County). Any

outside storage and parking must meet the zoning code requirements or receive a variance. No buffer will be required.

Criteria Point 5: The impact upon adjacent property owners should the request be granted.

Possible impacts upon adjacent property owners, should the property be developed as proposed, include an increase in traffic, and an increase in light and noise. Since adjacent properties are developed and vacant commercial properties which will also produce light and noise, the impact of the development of the subject property should be appropriate for a commercial area.

Criteria Point 6&7: The potential impact of the proposed rezoning on city infrastructure including, water, sewer, adjacent thoroughfares, pedestrian and vehicular circulation and traffic volumes.

Water and Wastewater Treatment – Correspondence from Clayton County Water Authority dated December 28, 2016 indicates that water service is provided to the subject property. A form provided by the Environmental Health Department dated March 7, 2017, indicates that there is no information regarding the on-site sanitary sewer system.

Streets and Sidewalks – No sidewalks currently exist at the site's frontage along Davis Road. The applicant's preliminary site plan does not depict sidewalks. Davis Road is illustrated on the Functional Road Plan as a minor arterial road. Davis Road falls under the jurisdiction of the City of Stockbridge.

The Davis Road alignment along the site's frontage will likely be affected by GDOT's proposed project for SR 42 widening (GDOT PI #322050) between SR 138 and I-675, which includes re-aligning a portion of Davis Road at its tie-in location with SR 42. Additionally, Davis Road's access to SR 42 may be restricted to right-in/right-out access depending on the proposed location of the Davis Road/SR 42 intersection in conjunction with the limits of the raised concrete median and the location of proposed median openings along SR 42. The project is currently in concept design, and GDOT will likely hold a Public Information Open House (PIOH) meeting in the winter of 2016. Right-of-way acquisition is currently scheduled for FY 2018, and Construction is scheduled to begin in FY 2019.

Criteria Point 8: The merits of the requested change in zoning relative to any other guidelines and policies for development, which the Zoning Advisory Board, Mayor Council may use in furthering the objective of the Comprehensive Plan.

C-1 zoning is required to allow the proposed convenience store. The applicant's request for C-1 zoning is more appropriate for the area. The request, if approved, would further the following policies of the Henry County/Cities Joint Comprehensive Development Plan:

LU-22: Use land efficiently to avoid the costs and problems associated with urban sprawl.

LU-29: Support appropriate residential and non-residential in-fill development and redevelopment in ways that complement surrounding areas.

ED-7: Promote and sustain stable and controlled economic growth.

Criteria Point 9: The capacity of the site to be developed as presently zoned.

The subject property is developed as it is currently zoned R-3, meeting all development standards and regulations outlined in Section 2.03.04 of the zoning code, except the required fifty foot (50') front yard setback. However, the Stockbridge FLUM designates the subject property for Commercial.

Recommendation:

Staff recommends **Approval** of C-1 (General Commercial) with the following conditions:

1. Pending variance from the minimum front yard setback for the existing single-family structure notwithstanding, any new structures shall meet the minimum front yard setback, whether by ordinance or by variance.
2. Any new structure shall be brick, stone, or stucco on all sides. The architectural design of all proposed building plans shall meet the approval of the Planning & Zoning Department prior to the issuance of a building permit.
3. Dumpster(s) shall be placed on a concrete pad and enclosed on three (3) sides. The enclosure shall be constructed of brick, stone, stucco or any combination thereof provided it is consistent with the primary structure, and shall not exceed eight feet (8') in height.

Attachments:

- Application
- Letter of Intent
- Site Plan
- Site Photos
- Zoning Map
- Aerial Map
- Future Land Use Map

COS

**Henry County Planning & Zoning
Rezoning Request Application**

Name of Applicant Altaf Cheema Phone: 229 345 0852 Date: _____
Address Applicant: 791 Davis Rd. Fax _____ Pager/Cell # _____
City: Stockbridge State: GA Zip: 30281 E-mail: altaf-cheema@yahoo.com
Name of Agent _____ Phone: _____ Date: _____
Address Agent: _____ Fax _____ Pager/Cell # _____
City: _____ State: _____ Zip: _____ E-mail: _____

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

Request from Residential to Commercial
(Present Zoning) (Requested Zoning)
For the Purpose of Building a convenience store
(Type of Development)
Address of Property: 791 Davis Rd Nearest intersection to the property: N. Henry Blvd
(Street Address)
Size of Tract: _____ acre(s), Land Lot Number(s): 71-90, District(s): A
Gross Density: _____ units per acre Net Density: _____ units per acre

Property Tax Parcel Number: 502 - 050 - 11 - 000 (Required)

Rawal Cheema
Witness' Signature

Altaf Cheema
Signature of Applicant/s

Rawal Cheema
Printed Name of Witness

Altaf Cheema
Printed Name of Applicant/s

Holly Suzanne Knight
Notary

Signature of Agent

NOTARY STAMP



(For Office Use Only)

Total Amount Paid \$ 813.50 Cash _____ Check # 1003 Received by: S. Jordan (FEES ARE NON-REFUNDABLE)
Application checked by: S. Jordan Date: 3-7-17 Map Number(s): 500
Pre-application meeting: 12-26-16 - S. Jordan Date: _____
Recommendation of Zoning Advisory Board: _____
BOC Decision: _____
Planning Director's Signature: _____ Date: _____

I, Altaf Cheema, own the property
on 791 Davis Rd Stockbridge. I would
like to rezone the property from
R3 to C1. I intent to open a
Convenience Store on the property.

The parcel numbers for the property
are S02-05011000 and S02-05010000

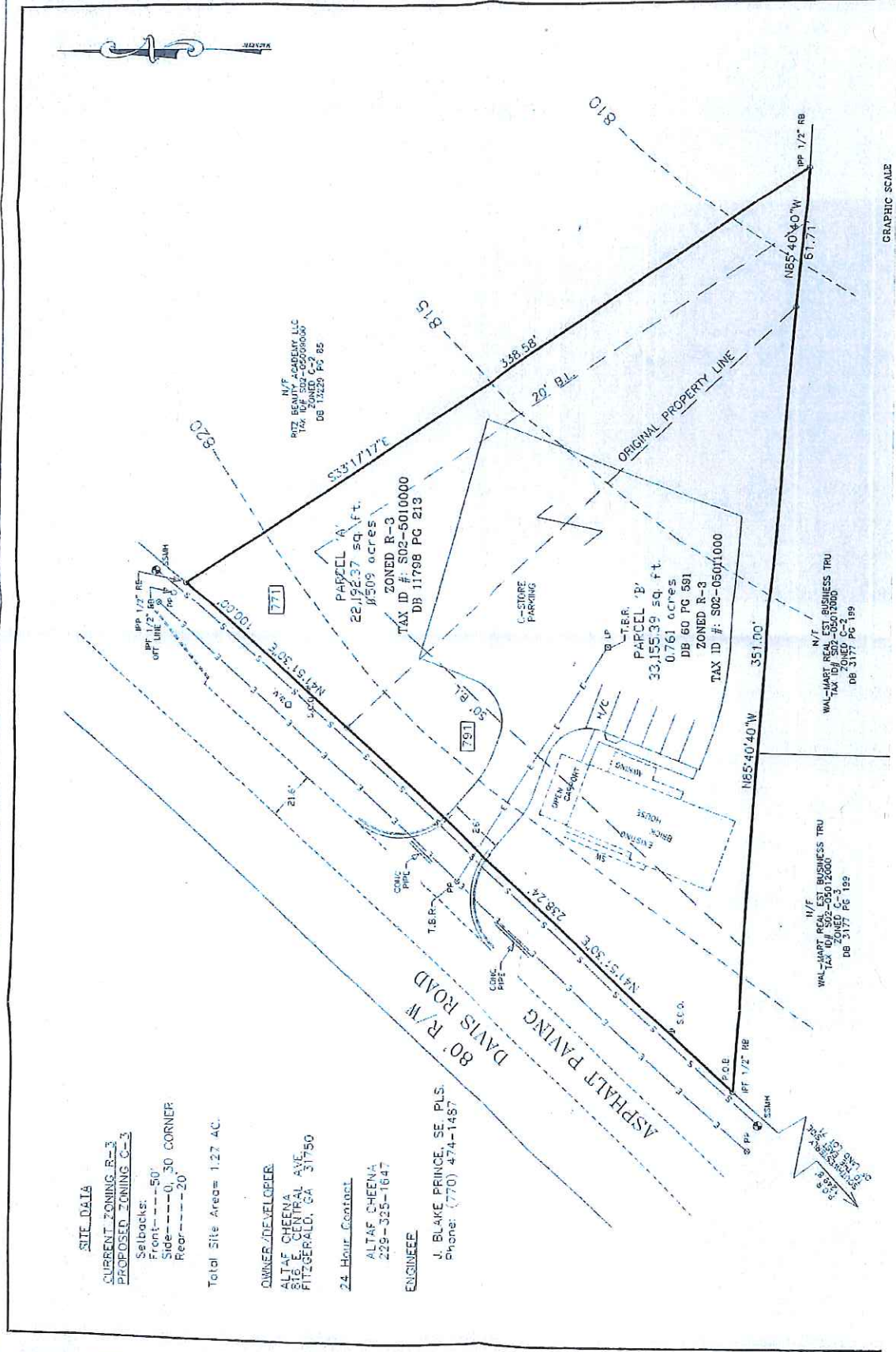
A handwritten signature in blue ink, appearing to read 'Altaf Cheema', with a horizontal line drawn underneath it.

J.B. PRINCE & ASSOCIATES, INC.
 ~DESIGN CONSULTANTS~
 PROVIDING SERVICE SINCE 1973
 1110 HERRY STREET STOCKBRIDGE, GA 30281
 TELEPHONE (770) 474-1487 FAX (770) 474-7487
 e-mail: HURDPRINCE@AOL.COM

RE-ZONING SITE PLAN

PROJECT NAME: PROPOSED C-STORE
 DATE: 05/02/15
 SCALE: 1"=20'
 SHEET

COUNTY: HENRY
 NEIGHBOR/OWNER: ALTA CHEENA
 816 E CENTRAL AVE
 FITZGERALD, GA 31750
 L.L. 71 DIST 121N
 STATE: GA
 N.T.C.D. NO. 802



SITE DATA
 CURRENT ZONING: R-3
 PROPOSED ZONING: C-3
 Setbacks:
 Front: ---50'
 Side: ---0, 30 CORNER
 Rear: ---20'

Total Site Area: 1.27 AC.

OWNER/DEVELOPER
 ALTA CHEENA
 816 E CENTRAL AVE
 FITZGERALD, GA 31750

24 Hour Contact
 ALTA CHEENA
 228-325-1647

ENGINEER
 J. BLAKE PRINCE, SE PLS.
 Phone: (770) 474-1487

Altaf Cheema, RZ-17-07-S, ZAB 4-27-17



View to the North

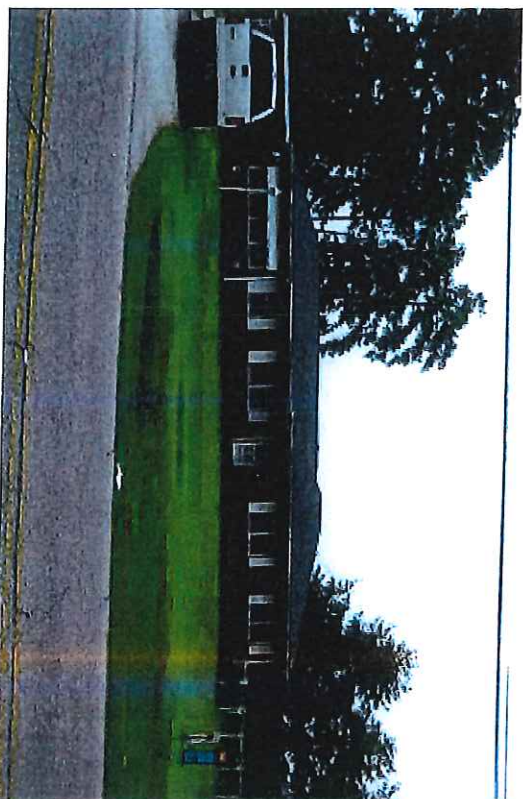
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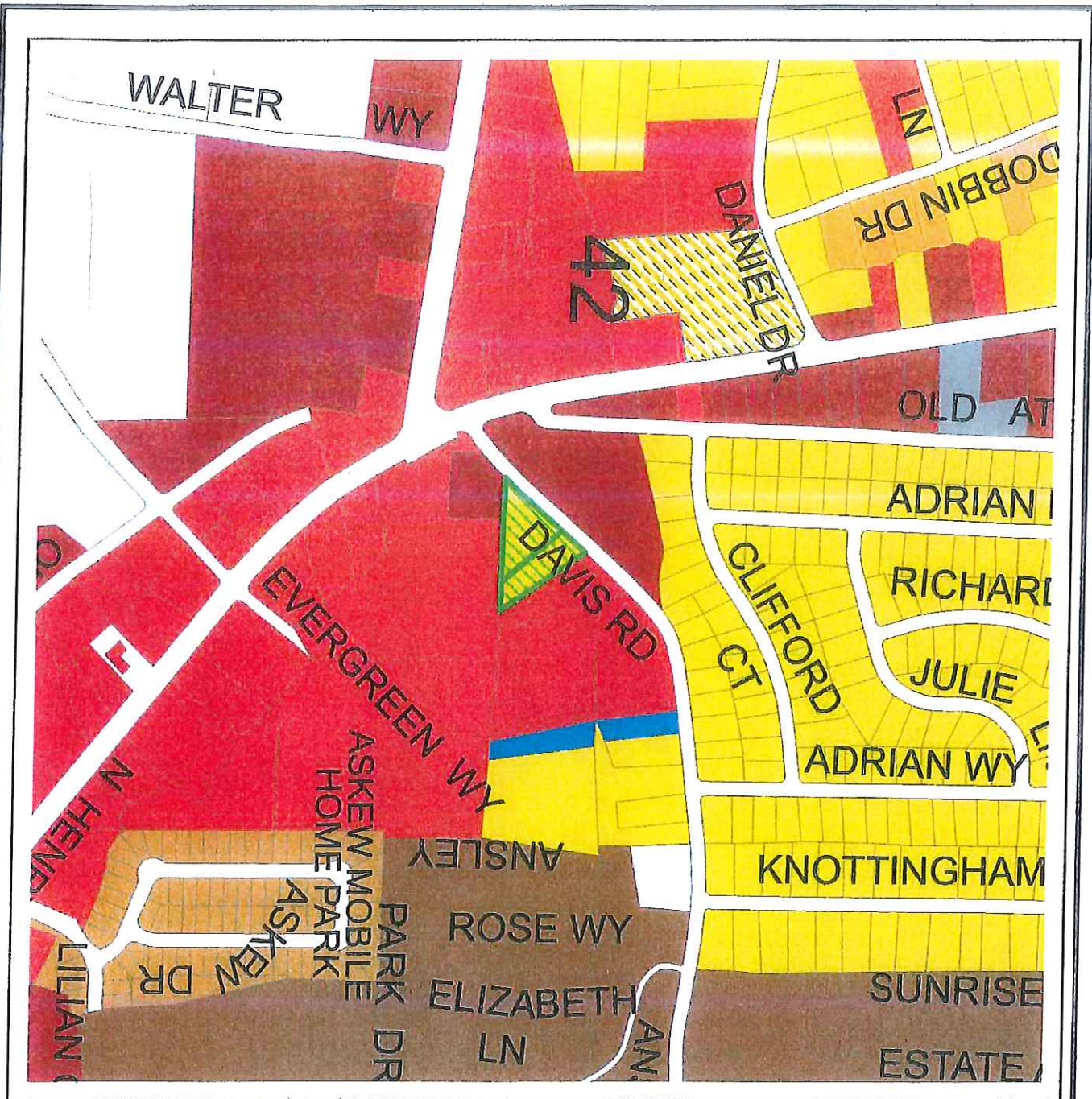
View to the East



View to the West



Subject Property



Legend

Request

RZ-17-07-S

- RA
- R-1
- R-2
- R-3
- R-4
- RD
- RM
- RMH
- OI
- C-1
- C-2
- C-3
- M-1
- M-2
- PD
- CITY

Scale: 1" = 500'

Current Zoning Map

This map is for graphical representation only. It is not a legal document.



Legend

Request

R2-17-07-S

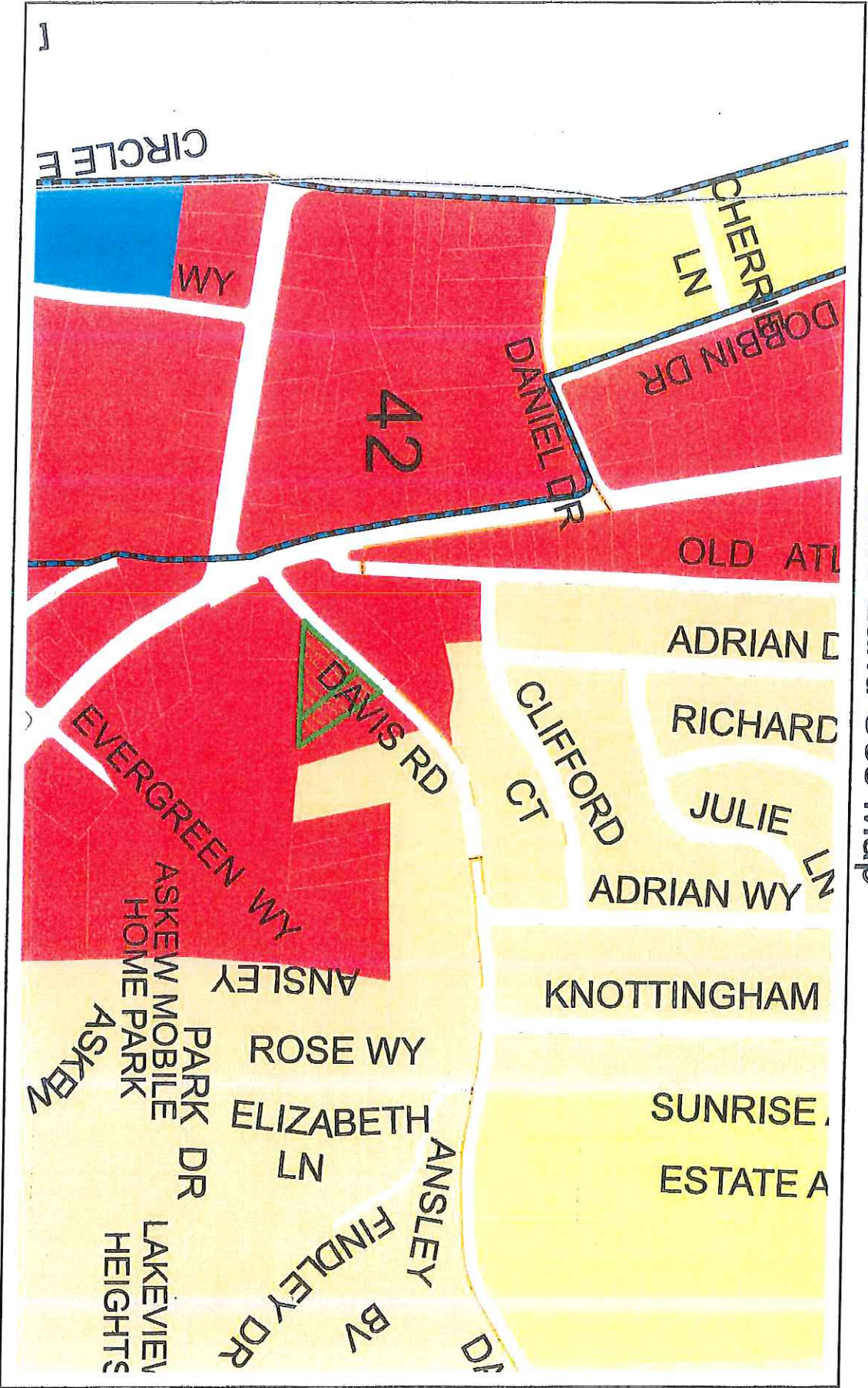
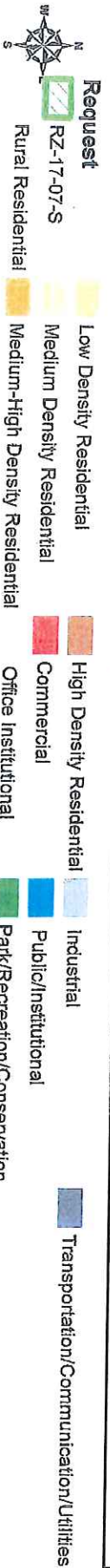
AERIAL MAP

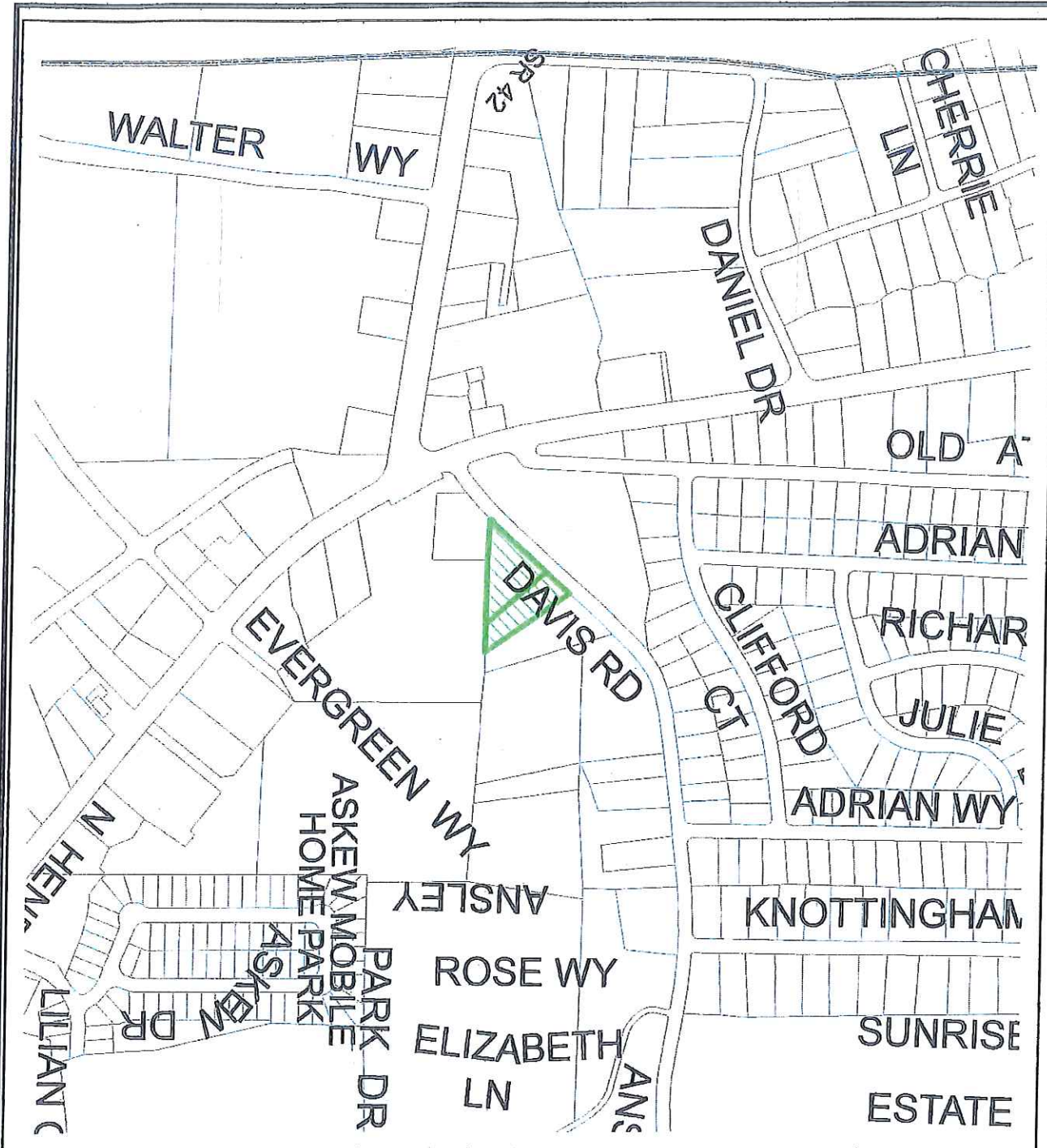
Scale: 1" = 500'



This map is for graphical representation only. It is not a legal document.

Future Land Use Map





Legend

Request
RZ-17-07-S

TAX MAP

Scale: 1" = 500'



This map is for graphical representation only. It is not a legal document.

Task Release

THIS ___ day of _____, 2017 the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated _____, 2017, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

- 1.1 This Task Release is for a Project described as:
Wastewater Treatment Plant Improvements – Phase I

2. The Work:

- 2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary Engineering & Concept Development Phase*
- B. Engineering Design*
- C. Permitting Assistance*
- D. Bidding*
- E. Construction Administration*
- F. Construction Observation*

A. Preliminary Engineering

The Engineer will meet with the Owner to discuss and define the project scope and boundaries of the project. We will also schedule two (2) site visits with the Owner at two (2) different wastewater treatment plants to look at the installation of different headworks equipment technologies. Other preliminary work may include developing conceptual plans and preliminary opinions of probable project costs prior to entering the design phase.

B. Engineering Design

Carter & Sloope, Inc. will furnish a 3-person survey crew to survey the project areas. Topographic surveying will locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not

respond or respond very slowly to these types of requests. It has been our experience that local knowledge from Owner's personnel is extremely valuable so we will work closely with the Owner in identifying areas of potential conflict. Carter & Sloope will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities unless requested by the Owner as an additional service.

Once the topographic surveying is completed, we will prepare preliminary design documents for the proposed wastewater treatment plant improvements within ten (10) weeks. At approximately 60% completion, we will meet with Owner's personnel to present the preliminary design for review. Within six (6) weeks after receipt of any comments, we will address any comments the Owner has with the preliminary design and then prepare and furnish detailed final design Drawings and Specifications in a 16 division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will submit the 100% complete Drawings and Specifications to the Owner for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following components:

- a.* New above ground, pre-manufactured headworks to include mechanical bar screen, by-pass manual bar screen, grit removal system complete with compactors
- b.* New Gorman-Rupp pumps to be installed in existing wet well to replace the existing raw wastewater pumps
- c.* New chemical feed systems
- d.* Add dissolved Oxygen (D.O.) control to SBR treatment systems
- e.* New wastewater samplers

In general, our design services will include:

- a.* Civil engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control.
- b.* Structural engineering design.
- c.* Electrical engineering design including power, instrumentation and control and SCADA design to integrate new equipment into the plant SCADA system.

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

Carter & Sloope, Inc. will also provide the Owner with two (2) full-size sets of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

C. Permitting Assistance

Carter & Sloope will provide technical criteria, written descriptions, and design data to assist the Owner in obtaining permits required for the project with the understanding that it is the Owner's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. We will also assist the Owner in consultations with such authorities and revise the Drawings and Specifications and permit applications in response to directives from such authorities, if necessary. At a minimum, we anticipate the following:

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

D. Bidding

C&S will assist the Owner in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Owner will pay all necessary advertising fees. We will provide the Owner with one (1) set of final design Drawings and Specifications to be kept on file during the advertisement period.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process contractor charges for Bidding Documents. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Owner and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. We do not believe a pre-bid conference is necessary for this type of project so we have excluded that from our Scope of Work, however, one can be added as an Additional Service if requested by the Owner.

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

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

E. Construction Administration

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

- a. Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Owner in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Owner does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Owner agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- d. Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods,

techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- f. Schedules:* Review and determine the acceptability schedules which the Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Owner and Contractor.
- i. Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to

make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

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

- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Owner that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Owner and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.
- o. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

F. Construction Observation

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Owner and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Owner informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Owner and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in

progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at a construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Owner's contract with the Contractor. The Owner also agrees that the Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Owner that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

d. *Disagreements between Owner and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3. Contract Time:

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

4. Fee Summary:

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Preliminary Engineering	Hourly not-to-exceed \$ <u>6,300</u>
2	Engineering Design	Hourly not-to-exceed \$ <u>46,400</u>
3	Permitting Assistance	Hourly not-to-exceed \$ <u>2,000</u>
4	Bidding	Hourly not-to-exceed \$ <u>6,600</u>
5	Construction Administration	Hourly not-to-exceed \$ <u>21,000</u>
6	Construction Observation (assumes ____ man-hours)	Hourly not-to-exceed \$ <u>7,200</u>
7	Geotechnical Engineering & Materials Testing	Hourly not-to-exceed \$ <u>5,800</u>
		<i>Total of Items 1 - 7 Inclusive: \$ <u>95,300</u></i>

Hourly fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Basic Services Additional Services are listed provided in the Master Agreement.

- 4.1 The Owner agrees to pay the Engineer for the Work described the hourly amounts up to the not-to-exceed pricing provided herein for the agreed upon scope described herein.
- 4.2 **Reimbursable Expenses:** Because the City has requested us to conduct two (2) site visits to look at various Headworks technologies, we are going to budget \$2,000 in reimbursable expenses to cover mileage and other travel related expenses associated with this project.
- 4.3 **Additional Services:** Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with Exhibit A in the Master Agreement executed between the Owner and the Engineer. Additional Services include, but are not limited to, the following:
- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
 - b. Services required as a result of Owner providing incomplete or incorrect Project information to Engineer.
 - c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
 - d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 - e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 - f. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - g. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 6 months, or man-hours listed herein.
 - h. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
 - i. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.

- j. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- k. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- l. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- n. Geotechnical engineering. The Owner should contract directly with a geotechnical engineer for geotechnical consulting services.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- w. All building and permit fees and building inspection fees

5. The Primary Contacts:

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

Martin C. Boyd, P.E. (706) 769-4119
Name Phone
mboyd@cartersloope.com
Email

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

Name Phone

Email

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Stockbridge ("Owner")
 _____ Signature	_____ Signature
By: <u>Martin C. Boyd, PE.</u> Title: <u>Senior Engineer</u> Date: <u>April 19</u> , 2017	By: <u>Michael Harris</u> Title: <u>City Manager</u> Date: _____, 2017

EXHIBIT "A"
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Hourly Rates and Reimbursable Expenses Schedule

Revised 04/19/2017

Carter & Sloop, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Principal Professional Engineer	\$ 165/hour
2. Senior Professional Engineer	\$ 140/hour
3. Professional Engineer	\$ 110/hour
4. Staff Engineer	\$ 90/hour
5. Registered Land Surveyor	\$ 100/hour
6. Survey Supervisor	\$ 130/hour
7. 2-Person Survey Team	\$ 170/hour
8. 3-Person Survey Team	\$ 200/hour
9. Office Survey Technician	\$ 70/hour
10. Professional Planner	\$ 160/hour
11. Senior Mapping Technician	\$ 95/hour
12. Design Technician	\$ 70/hour
13. CAD Drafter	\$ 55/hour
14. Information System Professional	\$ 115/hour
15. Computer Programmer	\$ 100/hour
16. Information System Technician	\$ 75/hour
17. Administrative Assistant	\$ 55/hour
18. Administrator	\$ 65/hour

Other Services / Fees	Hourly Billing Rate
1. Administrative Assistant II	\$ 65/hour
2. Director	\$ 170/hour
3. Senior Project Manager	\$ 150/hour
4. Project Manager	\$ 130/hour
5. Project Engineer III	\$ 130/hour
6. Project Manager	\$ 120/hour
7. Wetlands Technician	\$ 130/hour
8. Resident Construction Observer II	\$ 90/hour
9. Resident Construction Observer I	\$ 65/hour

Below are the hourly fee rate tables for our sub-consultants, which will be marked up 1.15 times their hourly rates listed below:

EDEC, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Project Manager	\$ 110/hour
2. Senior Electrical / I&C Engineer (PE)	\$ 100/hour
3. Electrical / I&C Engineer	\$ 90/hour
4. Junior Electrical / I&C Engineer	\$ 80/hour
5. Electrical / I&C Designer	\$ 70/hour
6. Electrical / I&C Drafter	\$ 55/hour

American Consulting, Inc.'s Hourly Fee Rate Table

Classification	Hourly Billing Rate
1. Principal	\$ 329/hour
2. Senior Engineer	\$ 223/hour
3. Engineer	\$ 139/hour
4. Engineer Intern	\$ 115/hour
5. Planner	\$ 101/hour
6. Landscape Architect	\$ 124/hour
7. Designer	\$ 102/hour
8. Senior Environmental Specialist	\$ 187/hour
9. Environmental Specialist	\$ 147/hour
10. Graphics Designer	\$ 114/hour
11. Administration	\$ 119/hour
12. Student Intern	\$ 48/hour

Reimbursable Expenses Schedule

Direct project expenses incurred for the project for permitting, printing, shipping, and blueprinting will be billed for reimbursement at our direct costs.

**Agenda Item Summary:**Council Meeting Date
05/08/2017

Requesting Agency

Conference Center and Events Department

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of lowest responsive and responsible bidder – **Conference Center and Events** - RFP#17ITB031417-DRR in the amount not too exceed \$25,825.00 with RCS Production, (Atlanta, GA) for the purchase of services for Technical Production, Light and Sound Services. This for one (1) year with two (2), one (1) year renewable option.

Requirement for Council Action *(Cite specific City policy, statute or code requirement)*

In accordance with City of Stockbridge Procurement code, sections 3.30.080 (B) requests for approval of competitive sealed bidding, shall be approved by the City of Stockbridge City Council.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Council Focus Area or Goal)*☒ Yes ☐ No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Conference Center and Events Department request approval of lowest responsive and responsible bidder to RCS Productions, in an amount not too exceed \$25,825.00 for Technical Production, Light and Sound Services for the Conference Center and Events Department.

The project consist of provide technical production services which shall include professional operation and production for the City of Stockbridge's venues and to meet requirements as outlined within this ITB to include sound, lighting, LED screens and back drops, backline equipment, rigging, staffing, technical assistance, technicians, load-in/out, and other services associated with production for all county events/concerts. All stage, sound and lighting equipment must be of professional touring quality.

Contractors will provide a production manager (with references) who is required to be onsite and available from load-in through load-out. The Production Manager will work closely with designated County staff and performers in advancing all production requirements and special needs prior to and during all events/concerts. This person will also be required to attend meetings and site surveys prior to and after the event to insure that all local, State and Federal codes and safety requirements are met and maintained.

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Concerts and Events Account – \$25,825.00

Exhibits Attached

(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Exhibit 1: Tabulation Sheet

Source of Additional Information

(Type Name, Title, Agency and Phone)

Cie Cie McGee, Conference Center and Events Manager at (770) 389-5982 ext. 255

Agency Director Approval

Typed Name and Title

Phone

Signature

Date

City Manager's
Approval