



*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**

**CITY CLERK**

**Vanessa Holiday**

**DEPUTY CLERK**

**Randi Rainey**

**CITY ATTORNEY**

**Michael Williams**

**Council Meeting**  
**Agenda**  
**August 14, 2017 6:00 PM**



**Council Chamber 2<sup>nd</sup> Floor**

**4640 N. Henry Blvd.**

**Stockbridge, GA 30281**

**Website: [www.cityofstockbridge.com](http://www.cityofstockbridge.com)**

**Phone: 770-389-7900**

**Fax: 770-389-7912**



# **AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE**

**MONDAY, AUGUST 14, 2017 6:00 PM**

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## **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**

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

- I. Call to Order**
- II. Invocation- Abdul Khan of Islamic Society of South Atlanta (ISSA)**
- III. Pledge of Allegiance**
- | <b>IV. Roll Call</b>  | <b>Present</b> | <b>Absent</b> |
|-----------------------|----------------|---------------|
| Mayor Pro Tem Ford    | _____          | _____         |
| Mayor Neal            | _____          | _____         |
| Councilman Alexander  | _____          | _____         |
| Councilman Blount     | _____          | _____         |
| Councilwoman Gantt    | _____          | _____         |
| Councilwoman Robinson | _____          | _____         |
- V. Adoption of the Agenda**
- VI. Adoption of Minutes of the Special Called Meeting of 6/12/17, Council Meeting of 6/12/17, Special Called Meeting of 6/28/17, and Work Session Meeting of 6/28/17**

## **REVIEW OF INTRODUCTIONS OF HENRY COUNTY NORTH PRECINCT COMMAND OFFICERS**

## **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.



## **PRESENTATION**

### **Item # 1 - 2020 Census Update**

Presented by: Mayor Pro Tem Ford and William Curry

## **PUBLIC HEARING**

### **Item # 2 - Variance: VR-17-10-S**

**Applicant: DD's Discounts 31 Highway 138 West Stockbridge, Ga requests a variance from development regulations for the property located at 31 Highway 138 West, in Land Lot 71 of the 12th District. Parcel ID No. S03-05-001-00**

**Variance from sign regulations:**

- 1. Request for increased square footage of main wall sign from maximum allowable of 100 square feet to the requested amount of 281.1 square feet.**
- 2. Request for an increased number of wall signs from the allowed amount of one (1) wall sign by code, to two (2) wall signs.**

Presented by: Camilla Moore

## **NEW BUSINESS**

### **Item # 3 - Council Consideration to approve the Main Street RSVP Memorandum of Understanding (MOU)**

Presented by: Kira Harris- Braggs

**Item # 4 - Council Consideration to approve Engineered Restoration, Inc. for waterproofing services at the Municipal Court in the amount of \$28,300.00 and \$5,200 and at City Hall location in amount of \$3,800.00**

Presented by: Decius Aaron

**Item # 5 - Council Consideration to approve Task Release No. 3 Under Master Engineering Services Agreement between the City of Stockbridge and Carter & Sloope, Inc. for SCADA Water System Improvements in the amount of \$36,000.00**

Presented by: Decius Aaron

## **DISCUSSION**

**Item # 6 - Carrie Mae Hambrick Cultural Arts Central**

Presented by: Councilman Blount

**Item # 7 - Splash Pad Design and Location**

Presented by: Councilwoman Gantt

**Item # 8 - Development Performance Bonds**

Presented by: Councilman Alexander

**Item # 9 - Affordable Housing**

Presented by: Councilman Alexander

**Item # 10 - Youth & Senior Center**

Presented by: Councilman Alexander

**Item # 11 - Amphitheater**

Presented by: Councilman Alexander

**CITY CLERK COMMENTS**

**COUNCIL'S COMMENTS**

**Councilman Alexander**

**Councilman Blount**

**Mayor Pro Tem Ford**

**Councilwoman Gantt**

**Councilwoman Robinson**

**MAYOR'S COMMENTS**

Mayor Judy Neal

**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](http://www.cityofstockbridge.com) or contact City Hall offices at 770.389-7900 for information.

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](http://www.cityofstockbridge.com), Facebook page or contact City Hall offices at 770.389-7900 for updates and detailed information.

- Food Truck Tasty Tuesday, August 15, 2017 from 5:30 – 9:00 p.m.

**\*(New Location)** *Clark Park 111 Davis Rd. Stockbridge*

- Hwy. 138 Overlay Guidelines Public Hearing Tuesday, August 15, 2017 at 6:30 p.m. at City Hall.
- Town Hall Meeting, Wednesday, August 16, 2017 at 6:00 PM., Cannon Cleveland Community Room 2580 GA Hwy. 42 McDonough, GA – De-Annexation and Negative Impact of the proposed City of Eagles Landing.
- Downtown Development Authority Meeting, Monday, August 21, 2017 at 6:00 p.m. City Hall, Levi Meeting Room.
- Town Hall Meeting, Tuesday, August 22, 2017 at 6:00 PM., Global Impact Christian Ministries 125 Red Oak Rd. Stockbridge, GA – De-Annexation and Negative Impact of the proposed City of Eagles Landing.

- Food Truck Tasty Tuesday, August 22, 2017 from 5:30 – 9:00 p.m.

**\*(New Location)** *Clark Park 111 Davis Rd. Stockbridge*

- Work Session Meeting, Tuesday, August 29, 2017 at 6:00 p.m. City Hall

**Motion to 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.



**SUMMARY MINUTES  
SPECIAL CALLED MEETING  
MONDAY, JUNE 12, 2017 5:00 p.m.**

**Mayor & City Council**

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

**Administration**

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

Mayor Neal called the meeting to order.

Mayor Neal called for a moment of silence in lieu of invocation.

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 except for Councilwoman Gantt and Councilwoman Robinson; a quorum was confirmed.

Mayor Pro Tem Ford motioned to adopt the Agenda; second by Councilman Alexander  
The motion passed 3-0

Motion to convene Executive Session for Real Estate made by Councilman Alexander;  
second by Mayor Pro Tem Ford. The motion passed 3-0.

Councilwoman Robinson arrived as the Council entered Executive Session.

Motion to adjourn Executive Session made by Councilwoman Robinson; second by  
Mayor Pro Tem Ford. The motion passed 4-0.

Motion to reconvene the Special Called meeting made by Councilman Alexander; second  
by Mayor Pro Tem Ford. The motion passed 4-0.



The meeting was adjourned in preparation for the June 12<sup>th</sup> Council meeting.

Respectfully submitted by:

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Vanessa Holiday, City Clerk CMC

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Judy Neal, Mayor



**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.



## **SUMMARY MINUTES COUNCIL MEETING**

**MONDAY, JUNE 12, 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**

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

Mayor Neal called the meeting to Order.

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 except for Councilwoman Gantt; a quorum was confirmed.

Councilman Alexander motioned to adopt the Agenda as printed; second by Councilwoman Robinson. During discussion, Mayor Pro Tem Ford asked that Item #5- be removed as the Ethics Board will be meeting tomorrow night to discuss the City's Ethics Code and Council should table any items until then.

Councilwoman Robinson asked Attorney Williams to present the item. Attorney Williams stated he would do so with a consensus of the Council and apologized for not having the information presented to Council.

Councilwoman Robinson informed the citizens Council received a visit from GMA (Georgia Municipal Association) whom advised Council not to file complaints against each other and has requested the City Attorney to explain the alternate ways.

Attorney Williams stated the two alternate ways are: (A) once a complaint has been filed with the City Clerk, Council and the Ethics Board would receive copies; however, the complaint would not be heard by the board, but would be processed by Council in a manner consistent with Article 2 of the Charter. (B) complaints made by one or more members of Council against another member of council shall not be forwarded to the Ethics Board unless referred to the board by majority vote of Council.

Attorney Williams noted the previous City Attorney's office recommended abolishing the Ethics Board all together; however, if the option is to keep the board, the complaint can either go to the board or not. Attorney Williams advised Council to listen to each other and try to resolve situations without the media being involved.

Mayor Neal called for a vote to remove the item from the Agenda. The motion passed 3-2 Councilman Alexander and Councilwoman Robinson opposed.

Motion to approve the Minutes of 4/10/17, 4/19/17 and 4/25/2017 made by Mayor Pro Tem Ford; second by Councilwoman Robinson. The motion passed 4-0.

Ernest Ern of the GAWP (Georgia Association of Water Professionals) presented the Wastewater Treatment Plant Gold Award to Brad Holzinger, Superintendent of the City of Stockbridge Waste Water Treatment Plant.

### **PUBLIC COMMENTS**

Ms. Veronica Ingram referenced Patriots Day to identify patriots and unity in the community. The event is scheduled to take place on Sunday 9/10 at Heritage Park in McDonough at 6 P.M. Councilwoman Robinson spoke in favor of the event.

Mayor Pro Tem Ford referenced Patriots Day and the 9/11 remembrance ceremony held annually in the City of Stockbridge.

Mayor Neal referenced the organization Unitel Consisting of churches throughout the county and asked those interested to see Ms. Ingram for more information.

Ms. Marilyn Flynn noted she is a member of the City's Ethics Board and realizes speaking out may cause her to be removed from the board, but is speaking as a citizen. Ms. Flynn stated she saw the June 12<sup>th</sup> Agenda item pertaining to the Ethics Code although there is a board meeting scheduled for Wed. June 14<sup>th</sup> discussing the Ethics Code. Ms. Flynn stated the City needs to codify the Code of Conduct, and adhere to the Charter. Ms. Flynn also referenced her teaching career of 43 years and noted teachers don't have the right to free speech, as such conduct may lead to grounds for dismissal. Ms. Flynn stated her hopes to see civil discourse from the Council and encouraged the Council and citizens to attend the Ethics Board meeting on June 14<sup>th</sup> at 6 P.M. where they will attempt to develop a process that is simple and fair.

Mr. Alphonso Thomas was called as the next speaker, Councilman Alexander called for a point of order and asked if Mr. Thomas had received an official letter from the City regarding his comments from the previous meeting.

Mr. Thomas stated he had not received the letter, but that it was duly noted.

Mayor Neal read the letter that had been prepared by the City Attorney and mailed to Mr. Thomas referencing Public Comment protocol where it had determined there was a violation.

Alphonso Thomas noted the City's Vision Statement and spoke regarding the importance of Cultural Arts and other community programs that are lacking in the City and asked the Council to move forward with an RFP for the design of the Center. Melvin Fulton asked the City to keep the name on the building in honor of Carrie Mae Hambrick.

Councilman Alexander stated that the Carrie Mae Hambrick building name has not changed and noted the building may not be built for another 2-3 years and that a new Council could then change the name if so desired and asked that the legacy of Carrie Mae Hambrick not be politicized.

Invocation was provided by Pastor John Dewberry, volunteer Chaplain with Bennett International.

## **PRESENTATIONS**

### **1. Kensley Grace Aquatic Center**

Presented by: Lou Martin, President Kensley Grace Foundation

Mr. Martin, Neil Daniel, Nicki Turpin and Doug Gertson all spoke on behalf of the Kensley Grace Foundation and noted the benefits of having an aquatic center in Henry County. The proposed location sits on 21 acres in unincorporated McDonough. Mr. Martin asked the City to consider a donation in the amount of \$500,000 and to be the first city in the county to be on board. Mayor Neal asked the family of Kensley Grace to stand and be recognized.

No action taken by the Council.

## **NEW BUSINESS**

### **2. Council Consideration – Authorization to approve City's Health & Benefits Package Effective July 1, 2017**

Presented by: Renee Wheeler, HR Manager

Ms. Wheeler introduced Wendell Strickland, CEO of Strongside Solutions, who stated during the last year, the City had 150% utilization, which is high due to two shock loss claims of approximately \$183,000. Mr. Strickland also noted Strongside Solutions would like to implement a prescription drug savings program that would allow citizens to use manufacturer coupons and would also help to reduce prescription drug cost. Mr. Strickland recommended the City renew with Cigna to maintain the current plan/benefit, as well as put together a current health reimbursement arrangement plan.

Councilman Alexander asked about the process of selecting a provider.

Mr. Strickland noted the package presented to the Council includes proposals from a variety of providers, and that the best plant with the best rates was selected.

Councilman Blount motioned to approve the City's Health & Benefits Package effective July 1, 2017; second by Mayor Pro Tem Ford. The motion passed 4-0.

3. Resolution to approve Budgeted Item- Task Order 2017.05 Falcon Design Concepts for Stormwater Improvements – Hillcrest Street @ Bowen Street in the amount of \$19,450.00

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted Council gave the consensus to design the Stormwater Improvements project at Hillcrest St. and Bowen St. using Falcon Design in the amount of \$19,450. Mr. Aaron also noted these streets were on the LMIG 2017 list and would like to have it repaired before resurfacing starts.

Councilman Alexander motioned to approve the Task Order 2017.05 Falcon Design Concepts for Stormwater Improvements – Hillcrest Street @ Bowen Street in the amount of \$19,450.00; second by Councilwoman Robinson. The motion passed 4-0.

4. Resolution to approve Budgeted Item – To approve Proposal submitted by Georgia Wildcat Paving to repair brick pavers on East Atlanta Rd. near City Hall \$11,533.00.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted this project is to replace the pavers in front of City Hall on East Atlanta Road.

Councilman Alexander questioned why bricks were not being used.

Mr. Aaron noted the material to be used on this project is ideal for heavy traffic areas and is very durable.

Mayor Pro Tem Ford expressed concern over the cost of project.

Mr. Aaron noted the project was properly bid and the cost is in line.

Councilman Blount questioned the longevity of material.

Mr. Aaron noted the project would be covered by a warranty.

Councilwoman Robinson motioned to approve the proposal submitted by Georgia Wildcat Paving to repair brick pavers on East Atlanta Rd. near City Hall in the amount of \$11,533.00; second by Councilman Blount. The motion passed 4-0.

Councilwoman Robinson motioned to convene Executive Session for Personnel, Litigation and Real Estate; second by Councilman Alexander. The motion passed 4-0.

Motion to end Executive Session made by Mayor Pro Tem Ford; second by Councilman Blount. Passed 4-0.

Motion to reconvene the Work Session meeting made by Councilman Alexander; second by Mayor Pro Tem Ford. Passed 4-0.

5. Resolution naming members to fill vacancies on the Youth Council Advisory Committee.

Presented by: Michael Williams, City Attorney

Mayor Pro Tem Ford motioned to appoint the following members to the Youth Council Advisory Committee with term ending 12/31/2017: Kim Amis, Olabisi Elizabeth Martin, Roaslynd Rawls and Tanesha McCoy-Washington; second by Councilman Alexander. Passed 4-0.

Councilwoman Robinson motioned to approve salary increases to bring salaries in line for both the Treasurer and City Clerk; second by Councilman Blount. The motion passed 4-0.

#### **COMMENTS FROM THE CITY COUNCIL**

*Councilman Alexander thanked everyone for coming out and watching online; invited everyone to the Job Fair in partnership with Goodwill Industries on Thursday, June 14<sup>th</sup> from 10am – 2pm at the Merle Manders Conference Center; asked that Council issues be handled behind closed doors and handle the peoples' business first.*

*Councilman Blount thanked everyone for coming out; asked everyone to participate in City Events; noted the Back to School Council Initiative coming up on July 29<sup>th</sup>; and noted everyone is working hard to make Stockbridge a success.*

*Mayor Pro Tem Ford asked everyone to keep the faith; noted he is looking forward to moving the City forward; invited everyone out to the Tech & Tea being held on June 22<sup>nd</sup> from 5-8pm at the Merle Manders Conference Center, and the Coffee w/a Cop initiative on Saturday, June 17<sup>th</sup> from 8:30 – 10:00 A.M. at Bridgeview County Cooking with Henry County Police taking about keeping Henry County safe.*

*Councilwoman Robinson thanked everyone for coming out; noted the Youth Council was up and running and just recently completed a 2-day Retreat and noted their meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 5:30 P.M. and congratulated the newly appointed committee members, and thanked those currently serving on the committee as the Youth Council is excited.*

#### **COMMENTS FROM THE MAYOR**

*Mayor Neal thanked everyone for coming and referenced the meeting information was located on the Agenda for review.*

#### **UPCOMING OFFICIAL CITY MEETINGS/EVENTS/ANNOUNCEMENTS**

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- Food Truck Tasty Tuesday, June 13, 2017 from 5:30 – 9:00 P.M.  
\*(New Location) **Clark Park 111 Davis Rd. Stockbridge**
- Ethics Board Committee Meeting, Wednesday, June 14, 2017 at 6:00 p.m. City Hall Patrick Henry Meeting Room.
- Job Fair, June 15, 2017 from 10:00 a.m. to 2:00 p.m. at the Merle Manders Conference Center 111 Davis Rd. Stockbridge, GA
- FREE Sounds of Summer Concert – Saturday, June 17, 2017 on the City Hall lawn (Bring your lawn chairs)
- Food Truck Tasty Tuesday, June 20, 2017 from 5:30 – 9:00 P.M.  
\*(New Location) **Clark Park 111 Davis Rd. Stockbridge**
- Council Work Session– **Wednesday, June 28, 2017** - 6:00 p.m. City Hall Council Chamber. **NOTE ONE-TIME CHANGE OF DAY TO WEDNESDAY.**

#### **UPCOMING COUNCIL MEMBER COMMUNITY MEETINGS AND/OR INITIATIVES**

- Non-Profit Social Mixer – Hosted by Councilwoman Gantt – **Date to be determined** at the Merle Manders Conference Center at 5:30 p.m.
- Coffee w/A Cop, Saturday, June 17, 2017 from 8:30 a.m. to 10:00 a.m. at Bridgeview Country Cooking 4727 North Henry Blvd. Stockbridge
- Bike Trail Ride, Saturday, June 15, 2017 at 10:00 a.m. from Reeves Creek Trail/Flippen Rd. to Memorial Park Stockbridge

**UPCOMING CIVIC EVENTS**

- OneHenry Tech & Tea, Thursday, June 22, 2017 at 5 – 8 p.m. at the Merle Manders Conference Center 111 Davis Rd. Stockbridge

Councilwoman Robinson motioned to adjourn the meeting; Councilman Blount provided the second. The motion passed 4-0.

Respectfully submitted by:

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Vanessa Holiday, City Clerk CMC

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Judy Neal, Mayor





**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.



**SUMMARY MINUTES  
SPECIAL CALLED MEETING  
WEDNESDAY, JUNE 28, 2017 4:00 p.m.**

**Mayor & City Council**

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

**Administration**

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

Mayor Neal called the meeting to order.

There was no invocation.

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 except for Councilwoman Gantt; a quorum was confirmed.

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

Motion to convene Executive Session for Real Estate and Personnel made by Councilman Alexander; second by Mayor Pro Tem Ford. The motion passed 4-0.

Councilwoman Gantt joined the Council in Executive Session.

Motion to adjourn Executive Session made by Mayor Pro Tem Ford; second Councilwoman Gantt. The motion passed 5-0.

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

Motion to adjourn made by Mayor Pro Tem Ford; second Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

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Vanessa Holiday, City Clerk CMC

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Judy Neal, Mayor



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## **SUMMARY MINUTES COUNCIL MEETING**

**WEDNESDAY, JUNE 28, 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**

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

Mayor Neal called the meeting to order.

Invocation was provided by Pastor Steven Hedgecoth of Stockbridge Assembly of God.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday proceeded with a verbal roll call, all members of Council were present, a quorum was confirmed.

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

Review of Minutes for 5/4/2017, 5/8/17, 5/25/17 and 5/30/17- No action taken.

### **PUBLIC COMMENTS**

Mr. Glendon and Mrs. Dionne Francis (residents of Monarch Village) spoke regarding an issue with water flooding, erosion and trash on private property. Mayor Neal noted the matter was being reviewed by City staff.

Mr. Alphonso Thomas spoke regarding the names on City buildings and the renaming of the Carrie Mae Hambrick Cultural Arts Center.

## **NEW BUSINESS**

Councilman Blount motioned to reverse item #1 and #2 on the Agenda; second by Councilwoman Gantt. The motion passed 3-0-2 (Councilman Alexander and Mayor Pro Tem Ford abstained from the vote).

1. Council Consideration - Resolution to design, build and rename the State-of-the- Art Cultural Arts Center in honor of Carrie Mae Hambrick.  
Presented by: Councilman Blount  
Councilman Blount motioned to have a Resolution drawn up to design, build and rename the State-of-the-Art Cultural Center in honor of Carrie Mae Hambrick; second by Councilwoman Gantt. The motion passed 5-0.
2. 2016 Financial Audit Report  
Presented by: Mauldin & Jenkins, CPA, Auditor  
CPA Auditor for Mauldin & Jenkins gave an overview of the Fiscal Year Ending 12/31/2016 Audit report noting the City is in very good shape financially, further noting revenue sources throughout the year, with expenditures being less than revenues; the City only spent \$135k with police services; the City has roughly \$15 million in the General Fund balance with \$11 million in cash. Treasurer, Linda Nabers has also put together 10 years of data to start a CAFR (Comprehensive Annual Financial Report) submitted to the GFOA (Government Finance Officer Association).

Ms. Nabers was recognized by the Council for her efforts in completing the audit and City's CAFR Report.  
No action taken.

3. Agreement – Henry County Community Development Block Grant (CDBG) Program Cooperation Agreement for Fiscal Years (FYs) 2018 - 2020  
Presented by: Camilla Moore, Director of Community Services  
Ms. Moore noted this is an agreement between the City and the County for the next three (3) years which would allow the City to submit projects through the County for funding.

Mayor Pro Tem Ford asked how future funding would be impacted for the City considering recent talks to reduce funding to the program from the federal level.

Ms. Moore explained any legislation taken in Congress would impact CDGB beyond 2020; the funds for this agreement has already taken place.

Councilman Alexander motioned to approve the Henry County CDBG Program Cooperation Agreement for FYs 2018-2020; second by Mayor Pro Tem Ford. The motion passed 5-0.

4. Council Consideration – Gardner Park Tennis Court Resurfacing/Repairs in the amount of \$30,900.00 by Signature Tennis Courts  
Presented by: Decius Aaron, Public Works Director  
Mr. Aaron noted Signature Tennis Courts was the single bidder to respond to the bid to resurface the tennis courts at Gardner Park using SPLOST funds in the amount of \$30,900.00 and recommends Council approve the bid.

Councilwoman Gantt motioned to approve the Signature Tennis Courts Bid in the amount of \$30,900.00 using SPLOST Funds; second by Councilman Blount. The motion passed 5-0.

5. Council Consideration – Proposal for Exploration Geophysical Surveys to Locate Well Drilling Sites – Reeves Creek Trail  
Presented by: Decius Aaron, Public Works Director  
Mr. Aaron referenced a previous SPLOST account where \$3 million was allocated for a new water plant, and there were also two (2) wells drilled on Fayette County property and he recommends the City receive a Geophysical report to test to decide one way or another if the Wells explorations should continue.

Mayor Pro Tem Ford motioned to approve the proposal for Exploration Geophysical Survey to locate well drilling sites- Reeves Creek Trail in the amount of \$9,700.00; second by Councilman Blount provided the second. The motion passed 4-0-1 (Councilman Alexander abstained from the vote).

## COMMENTS FROM THE CITY COUNCIL

*Councilman Alexander thanked everyone for coming out; noted he is 100% behind honoring Carrie Mae Hambrick and "Daddy King"; noted he is looking forward to the Comprehensive Plan for moving the City forward; and noted the Council is getting things done!*

*Councilman Blount stated he appreciates everyone coming out; and invited everyone to attend the Back-to-School event for bookbags and supplies for teachers on Saturday, July 29<sup>th</sup>.*



*Mayor Pro Tem Ford asked that everyone continue to be engaged and the Council needs to have good dialogue with citizens; wished everyone a Happy and Safe Fourth of July and to enjoy friends and family.*

*Councilwoman Gantt thanked everyone for coming out; thanked staff as they work behind the scenes to prepare the officials for their training and travels to the GMA Annual Convention; noted the City has several upcoming events throughout the summer for citizens to come out and enjoy and fellowship with their neighbors; and is looking forward to several City projects rolling out soon.*

*Councilwoman Robinson thanked all staff and asked everyone to work with the Mayor in her capacity of Acting City Mgr.; referenced the Youth Council's Beautification Day Project to be held on July 22<sup>nd</sup> and noted volunteers are welcome, making a specific request to representing Carrie Mae Hambrick as she was about the community noting the City will do right by those who are deserving; noted she along with Councilman Alexander and Blount received Certificates of Recognition for training at the last GMA convention and was thankful for the opportunity to learn and be good stewards.*

#### **COMMENTS FROM THE MAYOR**

*Mayor Neal invited everyone to view copies of the Agenda to get a list of the upcoming meetings and events.*

#### **COMMENTS FROM THE CLERK**

City Clerk Vanessa Holiday announced the upcoming Citizens Academy to be held from August through October and noted applications be available online in late July.

Mayor Neal noted she completed Citizens Academy and recommends everyone who had not done so to apply as it is a great opportunity to learn about the City.

#### **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](http://www.cityofstockbridge.com), Facebook page or contact City Hall offices at 770.389-7900 for updates and detailed information.

- Youth Council Meeting, Wednesday, July 5, 2017 at 5:30 p.m. City Hall, Levi Meeting Room.
- FREE Movie "Sing" – Saturday, July 8, 2017 on the City Hall lawn (Bring your lawn chairs) Fun starts at 8:00 p.m.
- Council Meeting – Monday July 10, 2017 - 6:00 p.m. City Hall Chamber.
- Food Truck Tasty Tuesday, July 11, 2017 from 5:30 – 9:00 p.m.  
\*(New Location) **Clark Park 111 Davis Rd. Stockbridge**

- Main Street Advisory Board Meeting, Friday, July 14, 2017 at 9:00 a.m. City Hall, Levi Meeting Room. **CANCELED**
- FREE Sounds of Summer Concert, Saturday, July 15, 2017 at 6:00 p.m. City Hall, Lawn. (Bring your lawn chairs).
- Downtown Development Authority Meeting, Monday, July 17, 2017 at 6:00 p.m. City Hall, Levi Meeting Room.
- Food Truck Tasty Tuesday, July 18, 2017 from 5:30 – 9:00 p.m.  
\*(New Location) **Clark Park 111 Davis Rd. Stockbridge**
- Youth Council Meeting, Wednesday, July 19, 2017 at 5:30 p.m. City Hall, Levi Meeting Room.
- Youth Council Advisory Committee Meeting, Thursday, July 20, 2017 at 5:30 p.m. City Hall, Levi Meeting Room.
- Food Truck Tasty Tuesday, July 25, 2017 from 5:30 – 9:00 p.m.  
\*(New Location) **Clark Park 111 Davis Rd. Stockbridge**
- Council Work Session– Tuesday July 25, 2017 - 6:00 p.m. City Hall Chamber.
- Planning Commission Meeting, Thursday, July 27, 2017 at 6:00 p.m. City Hall, Levi Meeting Room.

#### **UPCOMING COUNCILMEMBER & YOUTH MEETINGS AND/OR EVENTS**

- Bike Trail Ride, Saturday, July 15, 2017 at 10:00 a.m. from Reeves Creek Trail/Flippen Rd. to Memorial Park Stockbridge
- Youth Council Beautification Day Project, Saturday, July 22, 2017 from 9:00 a.m. – 12:00 p.m. More information to follow
- Back to School Kick-Off – Saturday, July 29, 2017 from 10am – 1pm at the Merle Manders Conference Center 111 Davis Rd. Stockbridge, – For Students and Teachers of the Henry County School District (Must Present ID)

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

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

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

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

Respectfully submitted by:

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Vanessa Holiday, City Clerk CMC

---

Judy Neal, Mayor



# ITEM #1 - Presentation

2020 Census Update

Presented by:

Mayor Pro Tem Ford &

William Curry, Geographer

U.S. Dept. of Commerce –

U. S. Census Bureau



## HENRY COUNTY PLANNING & ZONING

### Variance Evaluation Report City of Stockbridge Zoning Advisory Board

**VR-17-10-S**

City of Stockbridge

Staff Report Prepared By: Justin Kilgore, Planner I

**Applicant:** DD's Discounts  
31 Highway 138 West  
Stockbridge, GA 30281

**Agent:** Roger Alred, Peach State Signs  
701 Executive Ct., Suite A  
Woodstock, GA 30189  
770-928-0959

**Location:** Shopping center on Highway 138 West, between North Henry Blvd. and Walter Way  
Land Lot 71 of the 12<sup>th</sup> District

**Parcel ID(s):** S03-05-001-000

**Request:** Variance from sign regulations:

1. Request for increased square footage of main wall sign from maximum allowable of 100 square feet to the requested amount of 281.1 square feet.
2. Request for an increased number of wall signs from the allowed amount of one (1) wall sign by code, to two (2) wall signs.

**Proposed Use/  
Purpose:** Commercial

**Current Land Use:** Commercial

**Posted Sign:** July 5, 2017

**COS-ZAB Meeting:** July 27, 2017

**Council Meeting:** August 14, 2017

**Size of Tract:** 13.762 +/- acres

**Road Access:** Highway 138 (Major Arterial)

#### Zoning History:

The subject property is currently zoned C-3 (Heavy Commercial) according to the City of Stockbridge official zoning map dated February 13<sup>th</sup> 2017. No conditions of zoning were found. **Table 1.0** indicates adjacent zoning districts and land uses.

**Table 1.0 Current Zoning & Land Use of Adjacent Properties**

| Current Zoning |                                                            | Land Uses                               |
|----------------|------------------------------------------------------------|-----------------------------------------|
| North          | C-2 (General Commercial)                                   | Commercial                              |
| East           | C-2 (General Commercial)                                   | Commercial                              |
| South          | R-A (Residential-Agricultural)                             | Vacant                                  |
| West           | R-A (Residential-Agricultural ) and C-3 (Heavy Commercial) | Government (Post Office) and Commercial |

Source: City of Stockbridge Official Zoning Map

### **Executive Summary:**

The applicant is requesting variances from *Chapter 8.12*. A summary is provided below.

The applicant is requesting variances from sign regulations to allow for an increase in the signable area of the main wall sign from the allowable area by the Stockbridge Code of 100 square feet maximum signable area for a single wall sign, to 281.1 square feet. The applicant is requesting a second wall sign in addition to the allowable one (1) wall sign, for this zoning district.

### **Criteria for Granting a Variance per Chapter 11: Section 11.02.03 (A-G)**

*Section 8.12.070 Variances*, provides the exclusive procedures for granting variances to the signage requirements.

***Criteria 1: Extraordinary and exceptional circumstances pertaining to the particular piece of property in question exist due to its size, shape, or topography that are not found on other properties in the same district.***

There are no extraordinary and exceptional conditions pertaining to the subject property due to its size, shape, or topography that are not applicable to other lands, or structures in the C-3 (Highway Commercial) zoning district.

***Criteria 2: A literal interpretation of the provisions of this UDC would deprive the applicant of rights commonly enjoyed by owners of other properties located in the same zoning district.***

A literal interpretation of the provisions of this Chapter would not deprive the applicant of rights commonly enjoyed by other properties within the district.

***Criteria 3: Granting the variance requested will not confer upon the property owner any special privileges that are denied to other owners of property in the same zoning district.***

Granting the variance would confer special privileges that are denied to other properties within the C-3 (Heavy Commercial) zoning district.

***Criteria 4: The variance will be consistent with the purposes and intent of this UDC, will be compatible with uses on neighboring properties, and will serve the public welfare.***

The requested variance, if approved, will not be in harmony with the purpose and intent of the UDC as this variance is not supported by *Section 8.12* of the City of Stockbridge UDC. In the present case, the applicant has not presented an extenuating circumstance or hardship.

***Criteria 5: The extraordinary circumstances are not the result of the actions of the applicant.***

The special circumstance is the result of the proposed actions by the applicant for all signage variance requests.

***Criteria 6: The variance is the minimum relief that will allow the legal use of the land, building or structure.***

The subject property needs no variance to allow a legal use.

***Criteria 7: The variance is not a request to permit a use of land, buildings, or structures that is prohibited in the same zoning district***

The requested variance is not required to allow a permitted use.

**Recommendation:**

Planning Staff recommends **denial** of the requested variances requested from the development regulations:

**Attachments:**

- Application
- Letter of Intent
- Site Plan/ Survey
- Proposed Signage Renderings
- Zoning Map
- Sign Photo

PRE-APPLICATION FORM

DATE 5/25/17

APPLICANT: Peach State Signs (770) 928-0959

TYPE OF APPLICATION: Variance

PROPERTY ADDRESS: 31 Highway 138 West, Stockbridge, GA

DIST: 12 LAND LOT(S): 71 PARCEL I.D.: S03-05001000

MAP NUMBER S03 CURRENT ZONING: C3 PROPOSED ZONING: C3

FUTURE LAND USE MAP DESIGNATION:

Commercial

peachsign@aol.com

REQUEST/ITEMS DISCUSSED:

\* DD's discount wall sign, had denied application for "too much" square footage, allowed maximum 100 sq ft.

\* Main wall sign sq ft of 281.1 sq ft.

\* Projecting sign of 4 sq ft.

\* Small wall sign of 7.5 sq ft.

- Will need variance from Development Regulations (COS) for increase sq ft of main wall sign.

- Will need variance from Development Regulations (COS) for increased number of wall signs (Asking for two (2)).

ADJACENT PROPERTIES ZONING:

NORTH: C2 SOUTH: RA EAST: C2, C3 WEST: RA, C3



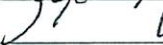
[illegible]

**ATTENDANTS:**

 Signature (Owner/Agent)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

 Signature

\_\_\_\_\_  
Signature

No application will be accepted unless all necessary documentation is complete and a pre-application meeting has been held (No exceptions).



$$5 \overline{) 2517}$$

10:00am

[illegible]

- 2. A literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the district.**

As described above, the viewing distance from the highway and facility entry points is significantly greater than most nearby retail and service businesses in the same general area. Many of these businesses either front the right-of-way (ROW) or are extraordinarily large. This actually gives these businesses an unfair advantage over stores forced to comply with the County's 100 sq. ft. maximum sign area.

- 3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the property is located.**

In fact if the variance is denied and dd's Discounts is forced to comply with the County's maximum sign area, other tenants in Mays Crossing like Dollar Tree and Big Lots would have an unfair advantage over them.

- 4. The requested variance will be in harmony with the purpose and intent of this chapter and will not be injurious to the neighborhood or to the general public**

We believe that the addition of the proposed signage will actually be a material benefit to the public by assisting them in locating the store. *The Signage Sourcebook*, published by the Small Business Administration, has documented how properly sized and formatted signs can reduce traffic incidents, finding that hard to read signs distract the driver because they can't find what they're looking for.

- 5. The special circumstances are not the result of the actions of the applicant.**

Mays Crossing is an existing shopping center so the site characteristics are to be inherited. We feel that as such inherited circumstances exist, the request for additional sign area is reasonable, does not harm adjoining business and falls within the intent of code which is to allow for reasonable sign area for each business.

- 6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure**

We believe that the proposed size of the sign is proportionate to the size of the façade and adjacent businesses.

- 7. The variance is not a request to permit the use of land, buildings, or structures, which is not permitted by right in the district involved.**

The commercial use of the land is consistent with the County's zoning designation.

With this variance request, dd's Discounts. is seeking to overcome the site limitations while balancing the visual perception of a sign that appears smaller than those closer to the traffic corridors and other major tenants in the center. It would also signify the relative importance they will play in the local economy.

We appreciate the opportunity to present our reasoning behind our request for limited relief from the Henry County's sign regulations. We feel that the purposes and intent of the ordinance and General Plan would be advanced by the requested relief from the regulations of sign area, and the benefits of such an exception will substantially outweigh the detriment that would result from ineffective identification.



RCG VENTURES

Henry County Planning and Zoning  
Zoning Advisory Board  
92 Ronnie Stewart Dr.  
McDonough, GA 30253

RE: dd's Discounts  
May's Crossing  
Highway 138 & Henry Blvd.  
Stockbridge, GA

Members of the Zoning Advisory Board,

We represent the ownership of May's Crossing in Stockbridge, GA, where dd's Discounts intends on opening a store in September 2017. Dd's Discounts' agent, Peach State Signs, has applied for a variance from the County, seeking relief from the County's required sign area allowance. We would like to offer this letter of support.

Dd's Discounts currently operates in other centers under our ownership. They have proven to be a vital tenant in today's shifting retail market. We have witnessed how adequately sized signage enhances the success of each location. In this particular instance, the 100 sq. ft. maximum sign area when applied to the dd's Discounts trademarked sign configuration results in a sign with diminished impact, especially when one considers the 450 foot setback from Highway 138.

The ultimate success of the new dd's Discounts is dependent on wall signs that are readable and recognizable when viewed from the street. If they were to meet the City's sign size regulation, it would result a wall sign that would be insufficient under these circumstances. We believe that the proposed wall sign is architecturally compatible with the center and proportionate to the surrounding area.

We find dd's Discounts to be a top notch operation who strives to portray an attractive appearance to their storefront. We are confident that they know what it takes to survive in a tough retail environment and must get off to a strong start in Stockbridge in order to be successful in the long term and that includes being as reasonably visible to passing traffic.

RCG – STOCKBRIDGE, LLC encourages Henry County to grant the requested variance, thus helping to assure the County of a large retail partner that will be successful for many years to come. We feel that the purposes and intent of the sign ordinance and General Plan would be advanced by the requested relief from the requirements, and the benefits of such a decision will substantially outweigh the detriment that would result from ineffective identification.

We respectfully ask that you send copies of this letter to each of the Board Members. Please feel free to contact me with any comments or questions.

Sincerely,

Sean-Yi  
Project Manager  
[seanyi@rcgventures.com](mailto:seanyi@rcgventures.com)  
RCG Ventures, LLC  
c/o RCG- STOCKBRIDGE, LLC



RCG VENTURES

May 10, 2017

Henry County Planning and Zoning

Re: Peach State Signs and Ross Stores, Inc.  
31 Highway 138W, Stockbridge, GA 30281  
Variance Request Application

To Whom It May Concern:

Please allow this letter to serve as authorization for Peach State Signs to seek a variance on behalf of RCG-Stockbridge, LLC for the DD's Discounts premises located in the Mays Crossing Shopping Center, Stockbridge, GA.

5

Should you have any questions, please do not hesitate to contact me directly at 404.665.1142.

Thank you.

RCG-Ventures I, LLC  
On behalf of RCG-Stockbridge, LLC



Sean Yi  
Project Manager

Encl.



Notes:

ROSS CONTRACTOR TO PROVIDE:

- ADEQUATE ACCESS BEHIND LOGO LETTERS AND CABINET FOR INSTALLATION AND MAINTENANCE, PER ARTICLE 600 OF THE N.E.C.
- TWO (2) 20 AMP 120V ISOLATED SIGN CIRCUITS AND JUNCTION BOXES TO AREA BEHIND SIGN LETTERS CONNECTED TO THE ENERGY MANAGEMENT SYSTEM
- AT LEAST 1/2" THICK PLYWOOD BACKING BEHIND ALL E.L.F.S. WALL SYSTEM FOR SIGN AND BANNER SUPPORT

SIGN FASCIA TO BE FREE OF JOINTS & REVEALS, AND OF A LIGHT COLOR (MINIMUM 75% L.R.V.) TO PROVIDE HIGH CONTRAST AND VISIBILITY FOR THE SIGN.

ALL COLORS ARE SUBJECT TO ROSS STORES, INC. REVIEW AND APPROVAL. COLOR APPEARANCE MAY BE ALTERED BY PRINTING, SEE APPROVED FINAL CONSTRUCTION DRAWINGS FOR COLOR SPECIFICATIONS.

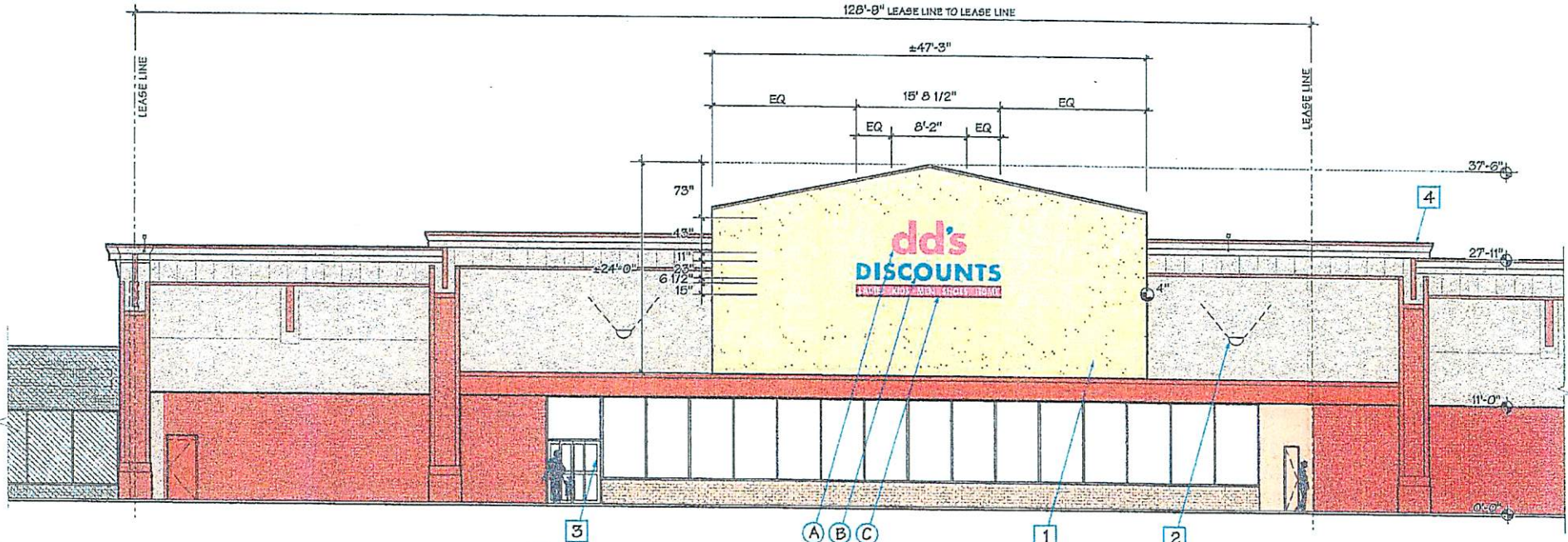
IF ANY SIGNAGE PROPOSED IN THIS EXHIBIT IS ALTERED BY LOCAL GOVERNMENT AUTHORITIES, ROSS STORES INC. RESERVES THE RIGHT TO, AT NO COST, ADJUST ARCHITECTURAL FEATURES TO BEST ACCOMMODATE THE ALTERED SIGNAGE.

**A** 43"H INDIVIDUAL "DD'S" FAN CHANNEL LOGO LETTERS:  
FACES: TUF-GLAS SG 21249-E1 PURPLE (21248-E1 TEAL FOR APOSTROPHE)  
RETURNS: 8"D ALUM. W/ WHITE FINISH  
TRIM CAP: 2" WHITE JEWELITE  
LETTER BACKS: ALUMINUM  
LED: PRINCIPAL MW COOL WHITE 8K  
MOUNTING: 1/4"-20 GALVANIZED THRU BOLTS  
PEG OFF: 1/2" SPACERS

**B** 23"H INDIVIDUAL "DISCOUNTS" FAN CHANNEL LOGO LETTERS:  
FACES: TUF-GLAS SG 21248-E1 TEAL  
RETURNS: 5"D ALUM. W/ WHITE FINISH  
TRIM CAP: 2" WHITE JEWELITE  
LETTER BACKS: ALUMINUM  
LED: PRINCIPAL MW NATURAL WHITE 8K  
MOUNTING: 1/4"-20 GALVANIZED THRU BOLTS  
PEG OFF: 1/2" SPACERS

**C** 15"H X 15'-8 1/2"W X 8"D SINGLE-FACE INTERNALLY-ILLUMINATED CABINET SIGN:  
2" RETAINERS PAINTED TO MATCH MAGENTA.  
RETURNS: 5"D ALUMINUM PAINTED MAGENTA TO MATCH FMS #2415C MATTHEWS #MPO0875 GLOSSY  
FACE: TRANSLUCENT SG WHITE FLEX FACE WITH 3M 3830-11B INTENSE MAGENTA VINYL OVERLAY AND 8 1/4"H COPY WEDED AWAY.  
LED: PRINCIPAL MW COOL WHITE 8K  
MOUNTING: 1/4"-20 GALVANIZED THRU BOLTS

- 1 SIGN FASCIA BY ROSS CONTRACTOR, SEE NOTES
- 2 TYPICAL ARCHITECTURAL LIGHTING BY ROSS CONTRACTOR
- 3 DARK BRONZE ALUMINUM STOREFRONT & DOORS BY ROSS CONTRACTOR
- 4 ADJACENT PARAPET MAY NOT BE HIGHER THAN DD'S BASE BUILDING



VARIANCE REQUIRED

100 SF MAXIMUM



96.0 SF USED

1 STOREFRONT · NORTH · HIGHWAY 138 · ELEVATION

SCALE: 3/32" = 1'-0"

1057 solano ave.  
p.o. box 6153  
albany, ca 94706-0153  
510/526-0296 fax 526-6092  
www.billmoore.com  
bill moore & associates



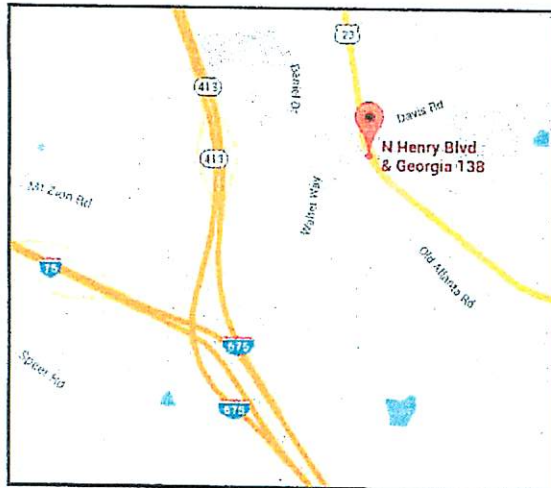
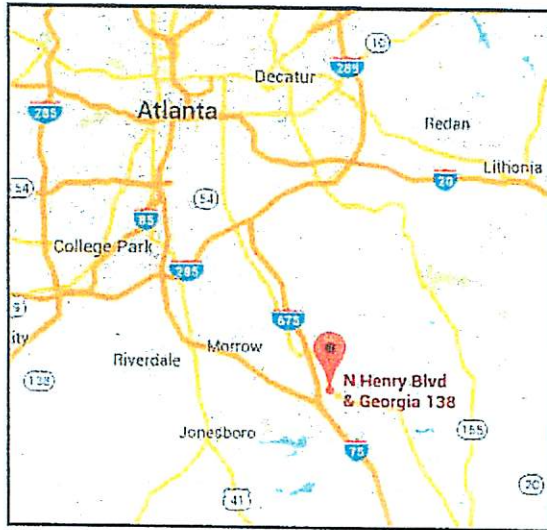
#5350 STOCKBRIDGE  
Mays Crossing  
Highway 138 & Henry Blvd.  
Stockbridge, GA

drawn 04/08/16  
wg added 04/11/16  
wg rev 06/15/16  
D1 addition 11/12/16

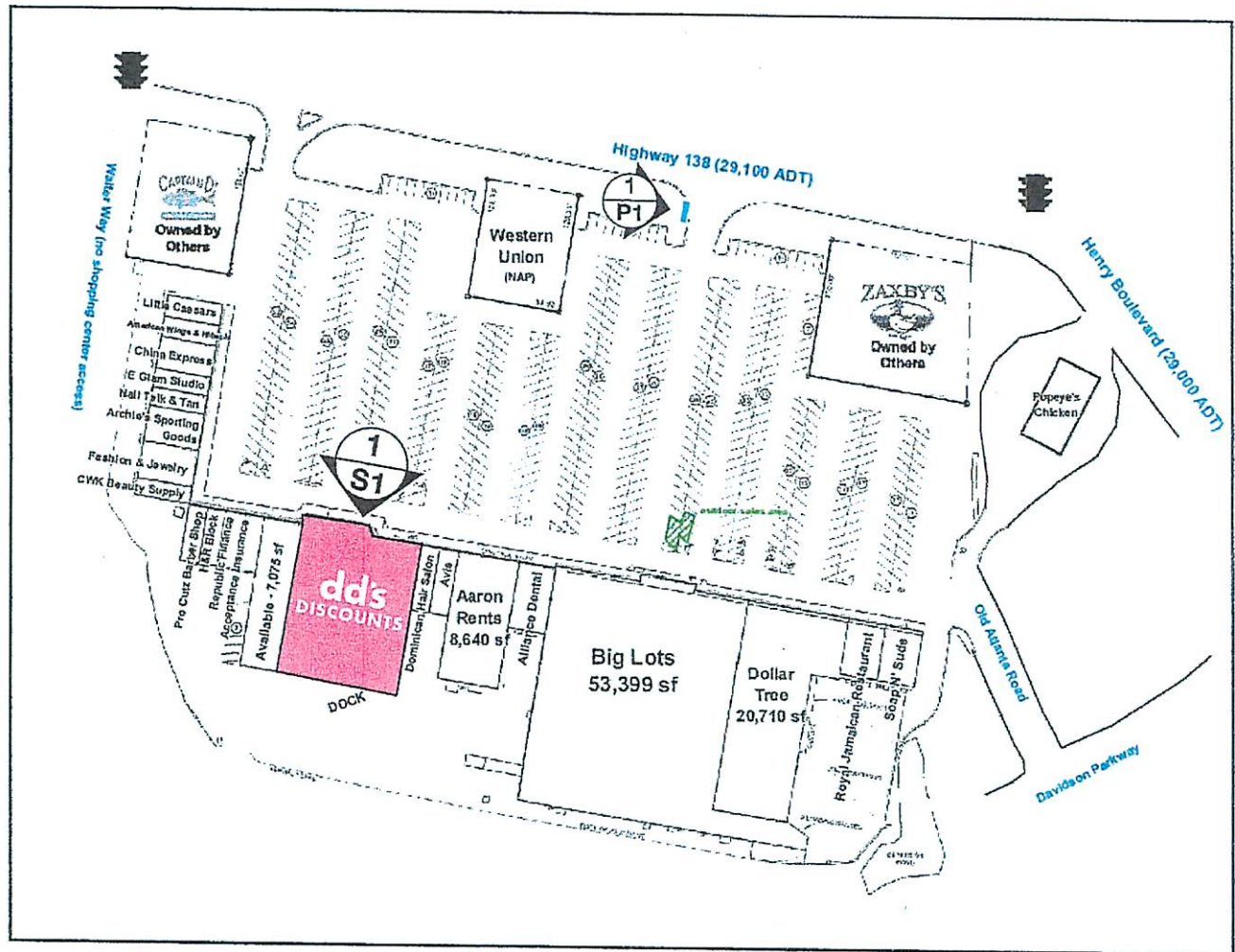
RB-E

SHEET  
S1





**VICINITY MAPS**  
NOT TO SCALE



**SITE PLAN**  
NOT TO SCALE



1057 Atlanta Ave.  
P.O. Box 6153  
Atlanta, GA 30306-0153  
810/524-0236 fax 524-0092  
www.billmoore.com



**#5350 STOCKBRIDGE**  
Mays Crossing  
Highway 138 & Henry Blvd.  
Stockbridge, GA

drawn 03/02/16

**SHEET**  
**K**



Notes:

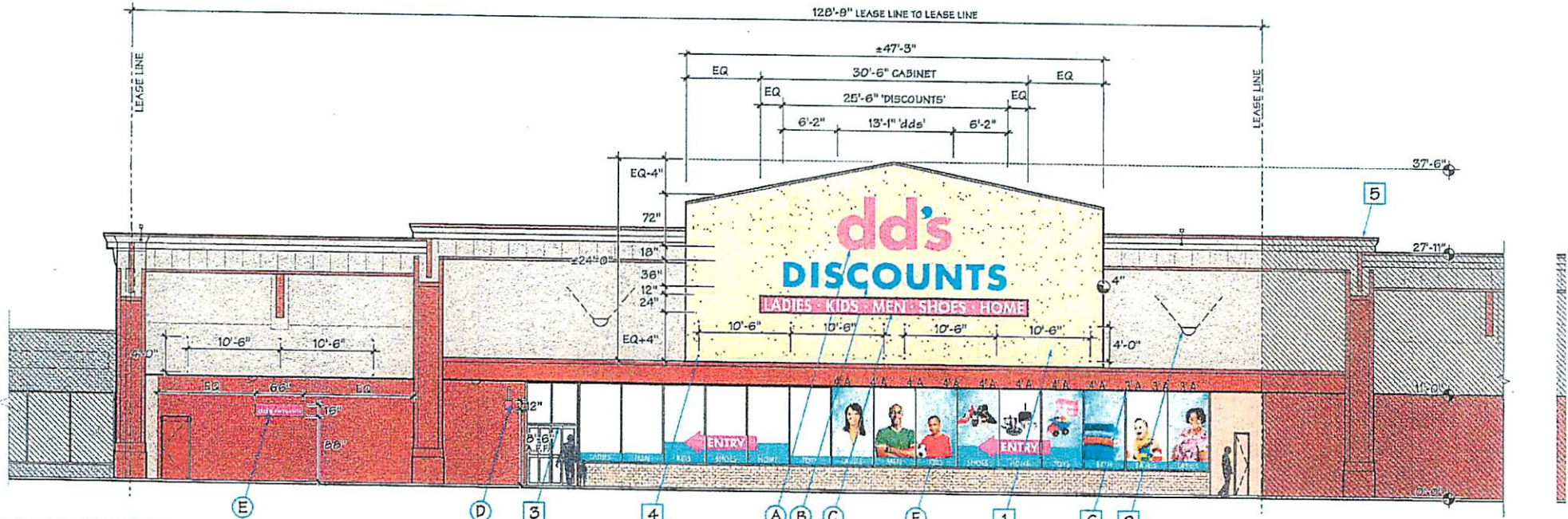
- ROSS CONTRACTOR TO PROVIDE:
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  - AT LEAST 1/2" THICK PLYWOOD BACKING BEHIND ALL E.I.F.S. WALL SYSTEM FOR SIGN AND BANNER SUPPORT
- SIGN FASCIA TO BE FREE OF JOINTS & REVEALS, AND OF A LIGHT COLOR (MINIMUM 75% L.R.V.) TO PROVIDE HIGH CONTRAST AND VISIBILITY FOR THE SIGN.
- ALL COLORS ARE SUBJECT TO ROSS STORES, INC. REVIEW AND APPROVAL. COLOR APPEARANCE MAY BE ALTERED BY PRINTING, SEE APPROVED FINAL CONSTRUCTION DRAWINGS FOR COLOR SPECIFICATIONS.
- IF ANY SIGNAGE PROPOSED IN THIS EXHIBIT IS ALTERED BY LOCAL GOVERNMENT AUTHORITIES, ROSS STORES INC. RESERVES THE RIGHT TO, AT NO COST, ADJUST ARCHITECTURAL FEATURES TO BEST ACCOMMODATE THE ALTERED SIGNAGE.

- A** 72"H INDIVIDUAL "DD'S" PAN CHANNEL LOGO LETTERS:  
FACES: TUF-GLAS SG 21249-E1 PURPLE (21249-E1 TEAL FOR APOSTROPHE)  
RETURNS: 8"D ALUM. W/ WHITE FINISH TRIM CAP; 2" WHITE JEWELITE  
LETTER BACKS: ALUMINUM  
LED: INSEM 55K 9000K MODULES  
MOUNTING: 1/4"-20 GALVANIZED THRU BOLTS  
PEG OFF: 1/2" SPACERS
- B** 36"H INDIVIDUAL "DISCOUNTS" PAN CHANNEL LOGO LETTERS:  
FACES: TUF-GLAS SG 21249-E1 TEAL  
RETURNS: 8"D ALUM. W/ WHITE FINISH TRIM CAP; 2" WHITE JEWELITE  
LETTER BACKS: ALUMINUM  
LED: BITKO OPTICS DAY PRO 5000K MODULES  
MOUNTING: 1/4"-20 GALVANIZED THRU BOLTS  
PEG OFF: 1/2" SPACERS

- C** 24"H X 30'-6"W X 8"D SINGLE-FACE INTERNALLY-ILLUMINATED CABINET SIGN:  
2" RETAINERS PAINTED TO MATCH MAGENTA, RETURNS: 8"D ALUMINUM PAINTED MAGENTA TO MATCH PMS #2415C  
MATTHEWS #MP00876 GLOSSY  
FACE: TRANSLUCENT SG WHITE FLEX FACE WITH 3M 3630-118 INTENSE MAGENTA VINYL OVERLAY AND 16"H COPY WEEDED AWAY.  
ILLUMINATION: D/HO LAMPS AND BALLASTS, U.L.  
MOUNTING: 1/4"-20 GALVANIZED THRU BOLTS
- D** 12"H X 48"W X 10"D DOUBLE-FACE INTERNALLY-ILLUMINATED UNDERCANOPY SIGN, U.L.  
SEE SHEET UC FOR DETAILS.
- E** 16"H X 66"W X 3/4"D SINTRA DD'S LOGO WALL PLAQUES, ONE (1) REQUIRED AS SHOWN.  
SEE SHEET EL FOR DETAILS.
- F** TYPICAL DIGITAL GRAPHIC APPLIED TO STOREFRONT WINDOW. IMAGES MAY VARY FROM WHAT IS SHOWN.  
SEE SHEET WG FOR DETAILS.

- 1** SIGN FASCIA BY ROSS CONTRACTOR, SEE NOTES
- 2** TYPICAL ARCHITECTURAL LIGHTING BY ROSS CONTRACTOR
- 3** DARK BRONZE ALUMINUM STOREFRONT & DOORS BY ROSS CONTRACTOR
- 4** SET OF FIVE (5) EYE-BOLTS FOR BANNER ATTACHMENT BY ROSS CONTRACTOR. THREE (3) SETS REQUIRED AS SHOWN.

- 5** ADJACENT PARAPET MAY NOT BE HIGHER THAN DD'S BASE BUILDING
- 6** EXTERNAL WINDOW GRAPHIC LIGHTING BY ROSS STORES, INC. NUMBER AND SPECIFICATION OF FIXTURES TO BE DETERMINED.



VARIANCE REQUIRED

100 SF MAXIMUM

98.122 sf

7.5 sf EL  
4 sf UC

183 sf

292.6 SF USED

**1** STOREFRONT - NORTH - HIGHWAY 138 - ELEVATION

SCALE: 3/32" = 1'-0"

**bma**  
bill moore & associates  
1057 talano ave.  
p.o. box 6133  
albany, ca 94706-0133  
510/526-0296 fax 526-6092  
www.billmoore.com



**dd's**  
DISCOUNTS

**#5350 STOCKBRIDGE**  
Mays Crossing  
Highway 138 & Henry Blvd.  
Stockbridge, GA

drawn  
wg added  
wg rev

04/08/16  
04/11/16  
06/15/16

RB-E

SHEET  
**S1**





BMA TO SUPPLY PLUMBING, HARDWARE AND INSTALLATION PATTERNS.  
SEE SHEET 01 FOR PLUMBING. MOUNTING DETAIL MAY VARY ACCORDING TO TYPE OF WALL CONSTRUCTION.  
LANDSCAPE CONTRACTOR TO VERIFY CONDITIONS.  
IF WALL SURFACE IS UNEVEN (EXAMPLE: SPLIT FACE BLOCK OR RIVER ROCK),  
THEN KNOCK DOWN ROUGH SURFACE 2" BEYOND WALL FLANGE, SO THAT  
THE FLANGE WILL SIT FLUSH AGAINST WALL.

SECTION AT MOUNT

[illegible]

INSTALLATION INSTRUCTIONS:

5. BACK OF PLACQUE UNTIL THEY CONTACT THE PVC. (DO NOT OVER TIGHTEN).  
6. TURN MACHINE-THREAD END OF GATE FURNITURE BOLTS INTO EMPTY T-NUTS  
7. FILL HOLES IN WALL, COAT SCREW-THREAD ENDS OF FURNITURE BOLTS AND BACK OF PLACQUE  
8. WITH GE CONSTRUCTION 955 1200 SILICONE SEALANT.  
9. MOUNT PLACQUE ONTO WALL PUSHING BOLTS INTO HOLES UNTIL PLACQUE IS FLUSH  
10. AGAINST WALL SURFACE.

9H "PDS" WHITE LOGO COPY  
AND 4/3-8H "DISCOUNTS" WHITE LOGO COPY  
16H X 66W X 3/4D GINTA WITH TRANSLUCENT  
3M 2830-118 INTENSE MAGENTA VINYL OVERLAY  
FLAT EVEN SURFACE REQUIRED 2" MIN. AROUND FLAQUE

## ENTRANCE LOGO PLAQUE ELEVATION

SCALE: 1-1/2" = 1'-0"



1057 Solana Ave.  
P.O. Box 6153  
Alhambra, CA 91706-0153  
510/526-0298 fax 526-6092  
www.billmoore.com



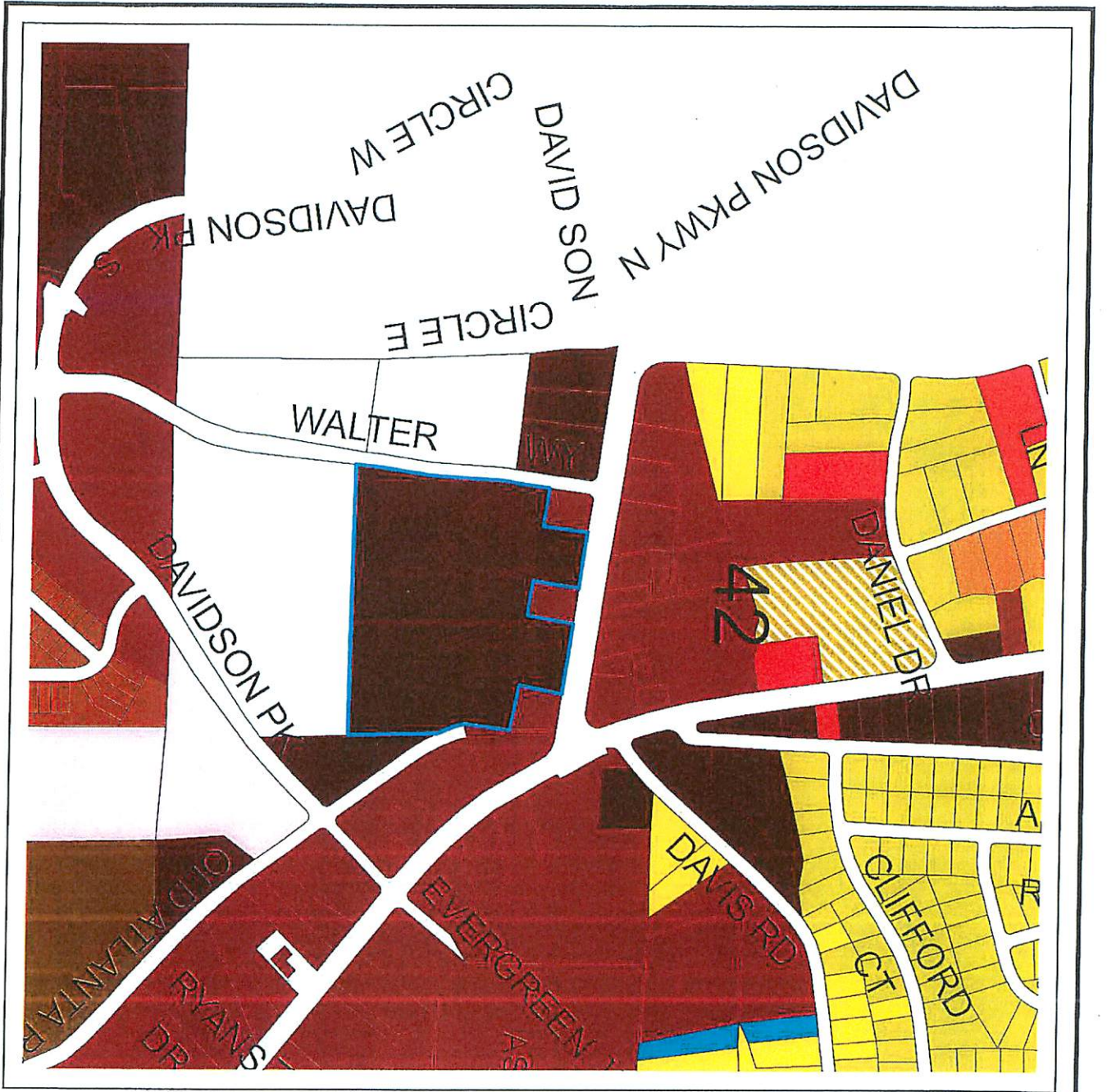
STINCOSS  
s.p.p.

#5350 STOCKBRIDGE  
Mays Crossing  
Highway 138 & Henry Blvd.  
Stockbridge, GA

73

06/01/16 DRAWN





# Legend

☐ Updated Parcels

Current\_Zoning\_Updated  
ZONING

AAR  
C1  
C2  
C3  
CITY  
M1  
M1/OI  
M2  
OI  
PD  
PTD  
R1  
R2  
R3  
R4  
RA  
RD  
RM  
RM2  
RM3  
RMH

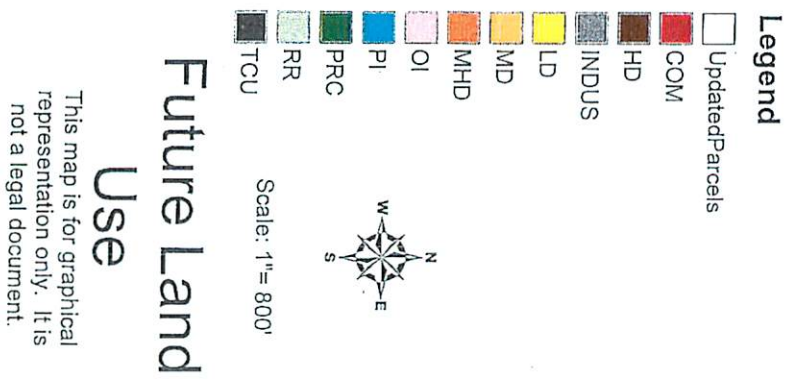


Scale: 1" = 800'

## Current Zoning

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









Survey Notes

The following notes are for the survey of the land shown on the map. The survey was conducted by the Surveyor General of the State of Georgia, and the results are shown on the map. The survey was conducted in accordance with the laws of the State of Georgia, and the results are shown on the map.

Items Corresponding to Schedule B

The following items are listed in Schedule B of the map. The items are listed in the order in which they appear on the map. The items are listed in the order in which they appear on the map.

Recorded Legal Description

The following is a legal description of the land shown on the map. The description is based on the survey of the land, and the results are shown on the map. The description is based on the survey of the land, and the results are shown on the map.

Utility Notes

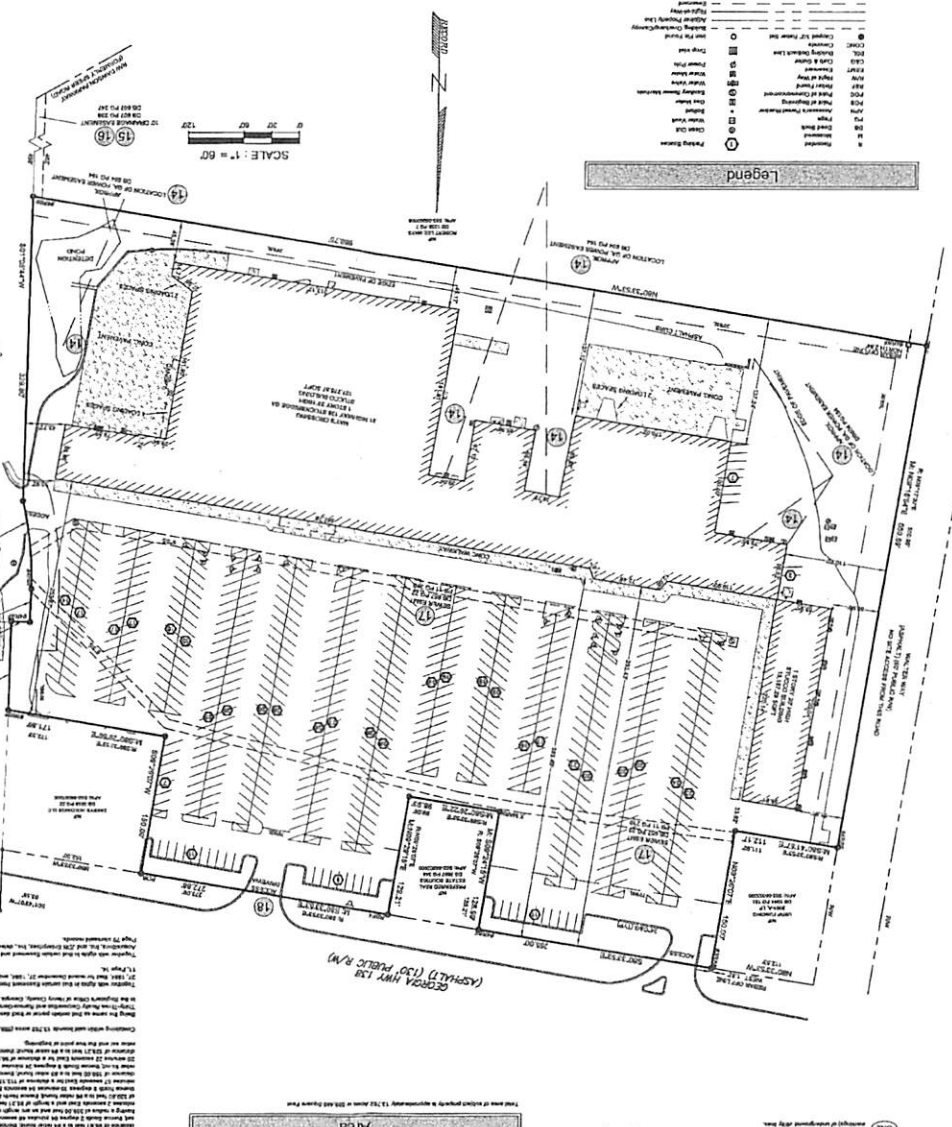
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Statement of Encroachments

The following statement is for the survey of the land shown on the map. The statement is based on the survey of the land, and the results are shown on the map. The statement is based on the survey of the land, and the results are shown on the map.

Measured Legal Description

The following is a legal description of the land shown on the map. The description is based on the survey of the land, and the results are shown on the map. The description is based on the survey of the land, and the results are shown on the map.



Legend

- 1. Surveyed Land
- 2. Surveyed Land
- 3. Surveyed Land
- 4. Surveyed Land
- 5. Surveyed Land
- 6. Surveyed Land
- 7. Surveyed Land
- 8. Surveyed Land
- 9. Surveyed Land
- 10. Surveyed Land
- 11. Surveyed Land
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Map Information

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**VARIANCE**  
CITY OF STOCKBRIDGE PUBLIC HEARING  
RE: Dev. Regs. (Council)  
DATE: AUG 14, 2017  
TIME: 6:00 PM  
LOCATION: Stockbridge City Hall  
4540 North Henry Blvd., Stockbridge, GA  
FOR MORE INFO:  
770-288-7526 / WWW.HCPDZ.ORG

07/28/2017





07/28/2017



**VARIANCE**  
CITY OF STOCKBRIDGE PUBLIC HEARING  
RE: Day Room (converted)  
DATE: AUG 14 2017  
TIME: 10:00am  
LOCATION: Stockbridge City Hall  
4640 North Henry Blvd., Stockbridge, GA  
FOR MORE INFO:  
770-288-7526 / [www.hcpz.org](http://www.hcpz.org)

07/28/2017



**CARL VINSON INSTITUTE OF GOVERNMENT  
ATHENS, GEORGIA**

**Memorandum of Understanding**

This agreement is made and entered into as of the date of execution by and between the City of Stockbridge, Georgia and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia. The University of Georgia's Carl Vinson Institute of Government (Institute of Government) will perform all obligations of the Board of Regents of the University System of Georgia under this agreement.

The Institute of Government agrees to assist the City of Stockbridge, Georgia with developing an initial vision and short term work program (detailed Scope of Work included as Exhibit A). The total cost of the service is \$55,000. In consideration of the foregoing, the City of Stockbridge, Georgia agrees to pay the Institute of Government a fee of \$46,000 for the full and faithful performance of the services described herein, with the Georgia Municipal Association contributing the additional \$9,000 pursuant to the GMA/GCF contract with the Institute of Government dated 01/31/17. The Institute of Government will present to the City of Stockbridge, Georgia an invoice for services after the completion of work. The invoice should be sent to Ms. Judy Neal, Mayor, City of Stockbridge, 4640 North Henry Boulevard, Stockbridge, GA 30281; email [jneal@cityofstockbridge-ga.gov](mailto:jneal@cityofstockbridge-ga.gov); telephone 770-389-7900. The City of Stockbridge, Georgia shall promptly process the invoice and issue its payment to the Institute of Government not more than 30 days after receipt of said invoice.

The Institute of Government also agrees to retain all records bearing upon payments under this agreement until the expiration of three years after final payment and grants the agency access to and the right to examine such records.

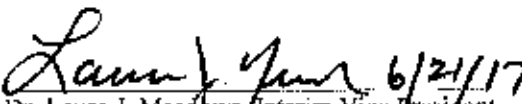
The Institute of Government employees will not be employees of the City of Stockbridge, Georgia while performing this service and will not be entitled to fringe benefits normally accruing for employees of the City of Stockbridge, Georgia.

This agreement will become effective upon signing by both parties and will terminate on July 15, 2018 or earlier upon written notice by either party. In the event of such termination the City of Stockbridge, Georgia will pay the Institute of Government a prorated portion of the contract amount consistent with the revised termination date and will also pay the Institute of Government for all non-cancellable and outstanding obligations related to this agreement.

FOR THE  
CITY OF STOCKBRIDGE, GEORGIA:

FOR THE BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA BY  
AND ON BEHALF OF THE UNIVERSITY  
OF GEORGIA:

By: \_\_\_\_\_  
Judy Neal, Mayor

By:  6/21/17  
Dr. Laura J. Meadows, Interim Vice President  
for Public Service and Outreach

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**DOWNTOWN STOCKBRIDGE STRATEGIC VISION AND PLAN**  
**SCOPE OF WORK**

**Step 1**

- 1. Designate a local community member as the lead downtown liaison**  
One person will be designated as the community liaison and will be in charge of the process.
  - Main Street Manager, City Manager, or Mayor.
- 2. Formation of Steering Committee, which will guide the overall process.**
  - The Steering Committee should be a diverse group of 5-9 people.
  - Community liaison should Chair the Steering Committee.
- 3. Data Collection and Review**
  - The community liaison will collect and send to the Institute of Government relevant plans and GIS data that have been developed over the previous five years; i.e., comprehensive land use plans, parks and recreation plans, zoning and ordinances, public works, etc.
  - Institute of Government will do a plan review.
- 4. Survey Development and Distribution**
  - An electronic and hardcopy survey will be developed by Institute of Government and community liaison. The survey will be online for one-two months.
  - The community liaison will be responsible for distributing and advertising the survey throughout the community.
  - The community liaison will collect all hardcopies.

Possibilities of organizations for distribution:

- Arts Council
- Banks
- City Departments
- County Departments
- Development Authority
- Downtown Merchants
- Downtown Property Owners
- Downtown Residential
- Downtown Churches/Faith-based Organizations
- Newspaper
- Chamber of Commerce
- Health Systems
- Real Estate Firms
- Schools

**5. Initial Steering Committee Meeting, Site Visit**

- Institute of Government will lead a kickoff session with the Steering Committee.
  - Review scope of work.
  - Define project area.

**6. Conduct Steering Committee Focus Group**

- Explain the Visual Preference Assessment and charge the committee with its implementation.

**7. Conduct Interviews, Focus Groups, and Community Input Meeting**

The Institute of Government will conduct up to ten (10) face-to-face interviews with key people identified by the community liaison. Up to ten (10) additional interviews can be conducted by phone. The Institute of Government will conduct up to ten (10) focus groups with key community groups and conduct a community-wide meeting. The Institute of Government can also conduct an electronic town hall meeting.

**8. Steering Committee Update**

At the completion of Step 1, the Steering Committee will be briefed on the initial public input findings. The Steering Committee will develop the Top Issues the plan will address.

**Step 2**

**9. Vision and Plan Development**

The Institute of Government will spend the next two to three months focusing on integrating the community input into illustrative designs.

**Step 3**

**10. Steering Committee Meeting**

- Work Plan overview.
- Discuss soliciting Work Plan volunteers.

**11. Work Program Meeting (two to three meetings)**

The Steering Committee and community liaison are responsible for recruiting community members to participate in the Work Plan development. The Institute of Government will work with the community members to develop action items to initiate the short-term Work Plan.

- Work Plan review.
- Work Plan area of interest selection.
- Develop short term (1 year) implementation goals and strategies.
- Action Item development.



### **Final Presentation and Report**

#### **12. Final Plan Presentation**

The Steering committee and action item leaders, along with the Institute of Government, will make a final presentation so the community can see what was developed and is recommended based on their input.

#### **13. Final Report Development**

Following the Work Plan development, the Institute of Government will finalize the plans and recommendations and layout the document for publication. The Institute of Government will create fifty (50) full-color illustrative reports that provide before and after visuals of design scenarios along with implementation recommendations. The final report will also be accompanied by a compact disc (to keep printing costs low) as an appendix to account for the public engagement information analysis, as well as other relevant information gleaned throughout the process.



Specialty Contractors

# ENGINEERED RESTORATIONS, INC.®

Waterproofing | Restoration Structural | Architectural

225 Buford Drive Lawrenceville, Georgia 30046

Phone: 770.682.0650 Fax: 770.682.0403

## PROPOSAL/CONTRACT

Mr. Decius Aaron  
City of Stockbridge  
4640 North Henry Blvd.  
Stockbridge, GA. 30281

P: 770-474-1232 Email: [Daaron@cityofstockbridge-ga.gov](mailto:Daaron@cityofstockbridge-ga.gov)

Date 7/24/17

Page 1 of 2

**We have prepared an estimate for: Municipal Court Building Stockbridge, GA.**

### Scope of work: Below grade waterproofing

Engineered Restorations, Inc. (ERI) proposes to furnish all the necessary labor, material, tools, equipment, supervision, and insurance to perform above work per the following specifications:

All of the above work to be performed in a first class and workman like manner by mechanics fully experienced in their trade, and will be guaranteed for a period of (1) year, in accordance with Engineered Restorations, Inc.'s Standard Warranty

#### **Work item 1: (Curtain Grouting) Approx. 225 Gallons**

1. Install grout tubes at 11' depth (Approx. 15 locations)
2. Apply hydrophobic grout at a rate of 1 gal per foot into the soil at 8" adjacent to the below grade CMU wall (Approx. 30' LF x 11' Depth)
3. Remove grout tubes and regrade soils at surface. Apply landscape mulch to affected areas

Engineered Restorations, Inc. price for this work, the sum of: **\$28,300.00 (Twenty Eight Thousand Three Hundred Dollars)**

#### **Work Item 2: (Interior Barrier)**

1. Clean CMU interior by mechanical means
2. Apply cement based waterproof slurry to surface in accordance with written manufactures recommendation.
3. Apply cove bead of urethane sealant to wall to slab intersection

Engineered Restorations, Inc. price for this work, the sum of: **\$5,200.00 (Five Thousand Two Hundred Dollars)**

Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of the same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.

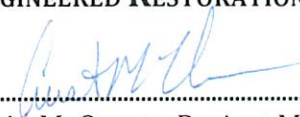
By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date.....

.....

By.....

**ENGINEERED RESTORATIONS INC.**

By   
Austin McQueen, Project Manager



Specialty Contractors

# ENGINEERED RESTORATIONS, INC.®

Waterproofing | Restoration Structural | Architectural

225 Buford Drive Lawrenceville, Georgia 30046

Phone: 770.682.0650 Fax: 770.682.0403

## PROPOSAL/CONTRACT

Mr. Decius Aaron  
City of Stockbridge

Date 7/24/17  
Page 2 of 2

### Applicable Notes:

- This price is based on Standard Insurance Coverage provided by Engineered Restorations, Inc. Should insurance limits exceed Engineered Restorations, Inc. Standard Policy now in effect, same can be provided at additional cost to owner. Any bonds required for this project can be furnished. The cost of same to be paid by others, and is NOT included in this Proposal. Our bond rate is 1.5%
- Owner agrees to allow at no charge, photos to be taken before, during and after application, to verify conditions and procedures used with product, and for case history reports by Engineered Restorations, Inc.
- This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general.
- Engineered Restorations, Inc. is not responsible for any damages resulting from the grouting operations due to unforeseen conditions. All reasonable care will be taken to insure damage does not occur.
- Utility locate along the grouting location has not been included in this proposal. The City of Stockbridge will be responsible to communicate the presence of any utility in this area.

This Proposal is based on one (1) continuous operation.

TWENTY (20) DAYS ACCEPTANCE.

We trust that this proposal meets your requirements and look forward to discussing this project with you in greater detail. If you have any questions concerning this proposal, please do not hesitate to contact us.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date.....

.....

By.....

ENGINEERED RESTORATIONS INC.

By.....  
Austin McQueen, Project Manager



**GENERAL TERMS & CONDITIONS**

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1<sup>st</sup>) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes ONLY the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER** - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required. If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10<sup>th</sup> of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15<sup>th</sup> day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.

q. **Insurance.** Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.

r. **Ownership of Drawings.** All drawings prepared by ERI shall remain the property of ERI.

s. **Bonds.** Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.

t. **Dispute Resolution.** Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.

u. **Mold.** All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.

v. **Conditions of the Project.** As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.

w. **Termination of Contract.** ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).

x. **Remedies of ERI.** In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.

y. **Entire Agreement.** This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.

z. **Modifications.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.

aa. **Obligations of Client/Owner.** In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCB's") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.

bb. **Warranty.** For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. **Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

cc. **Notices.** Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.



Specialty Contractors

# ENGINEERED RESTORATIONS, INC.®

Waterproofing | Restoration Structural | Architectural

225 Buford Drive Lawrenceville, Georgia 30046

Phone: 770.682.0650 Fax: 770.682.0403

## PROPOSAL/CONTRACT

Mr. Decius Aaron  
City of Stockbridge  
4640 North Henry Blvd.  
Stockbridge, GA. 30281  
P: 770-474-1232 Email: [Daaron@cityofstockbridge-ga.gov](mailto:Daaron@cityofstockbridge-ga.gov)

Date 7/28/17

Page 1 of 2

We have prepared an estimate for: City Hall Stockbridge, GA.

**Scope of work: Repair water leak located near the SE corner of the building**

Engineered Restorations, Inc. (ERI) proposes to furnish all the necessary labor, material, tools, equipment, supervision, and insurance to perform above work per the following specifications:

All of the above work to be performed in a first class and workman like manner by mechanics fully experienced in their trade, and will be guaranteed for a period of (1) year, in accordance with Engineered Restorations, Inc.'s Standard Warranty

### ***Work item 1: (Waterproofing System Install)***

1. Remove existing membrane and hardware
2. Install sheet membrane below grade extending to the brick face
3. Seal termination bar with cove bead

Engineered Restorations, Inc. price for this work, the sum of: **\$3,800.00 Estimate**

Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of the same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.

### **Applicable Notes:**

- This price is based on Standard Insurance Coverage provided by Engineered Restorations, Inc. Should insurance limits exceed Engineered Restorations, Inc. Standard Policy now in effect, same can be provided at additional cost to owner. Any bonds required for this project can be furnished. The cost of same to be paid by others, and is NOT included in this Proposal. Our bond rate is 1.5%
- Owner agrees to allow at no charge, photos to be taken before, during and after application, to verify conditions and procedures used with product, and for case history reports by Engineered Restorations, Inc.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date.....

.....

By.....

**ENGINEERED RESTORATIONS INC.**

By.....  
Austin McQueen, Project Manager

## GENERAL TERMS & CONDITIONS

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1<sup>st</sup>) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes ONLY the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required.** If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10<sup>th</sup> of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15<sup>th</sup> day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.





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## PROPOSAL/CONTRACT

Mr. Decius Aaron  
City of Stockbridge

Date 7/28/17  
Page 2 of 2

- This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general.
- The proposed estimate is based on an unknown condition. Once the repair area has been opened for inspection an exact repair method will be proposed.

This Proposal is based on one (1) continuous operation.

TWENTY (20) DAYS ACCEPTANCE.

We trust that this proposal meets your requirements and look forward to discussing this project with you in greater detail. If you have any questions concerning this proposal, please do not hesitate to contact us.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date.....

.....

By.....

ENGINEERED RESTORATIONS INC.

By.....  
Austin McQueen, Project Manager

q. **Insurance.** Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.

r. **Ownership of Drawings.** All drawings prepared by ERI shall remain the property of ERI.

s. **Bonds.** Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.

t. **Dispute Resolution.** Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.

u. **Mold.** All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.

v. **Conditions of the Project.** As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.

w. **Termination of Contract.** ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).

x. **Remedies of ERI.** In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.

y. **Entire Agreement.** This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.

z. **Modifications.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.

aa. **Obligations of Client/Owner.** In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation [at all levels] for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCB's") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.

bb. **Warranty.** For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

cc. **Notices.** Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.



**ALCHEMY POLYMERS**  
ADVANCED CONSTRUCTION TECHNOLOGIES

TECHNICAL  
DATASHEET

## AP Fill 700

Water activated semi-rigid polyurethane foam injection resin.

**Description** Single component, water activated, hydrophobic, low viscosity, closed cell polyurethane injection resin.

**Applications**

- Cutting off high flow leaks.
- Filling voids behind concrete structures.
- Cutting off underground water flows.
- Consolidating loose soil.
- Seawall repair.

**Advantages**

- Very low viscosity.
- Water impermeable.
- Adjustable set time – as fast as 20 seconds.
- Injected as a single component.
- Phthalate free (more environmentally friendly).
- Certified to NSF 61-5 (Approved for contact with drinking water).



**Certified to NSF 61-5**  
Approved for Contact  
with Drinking Water

**Packaging** 5 Gallon Pails, 50 Gallon Drums, 250 Gallon Totes

**Physical Properties 77° F (25° C) - Liquid**  
Viscosity 110-130 Centipoise.

**Physical Properties - Cured**

|                                          |                     |              |
|------------------------------------------|---------------------|--------------|
| Tensile Strength                         | (ASTM D-1623)       | 43 p.s.i.    |
| Tensile Elongation                       | (ASTM D-1623)       | 2.9%         |
| Shrinkage                                | (ASTM D-1042/D-756) | None         |
| Compressive Strength<br>(with fine sand) | (ASTM C-39)         | 2,050 p.s.i. |

**Expansion**

Up to 30x expansion (free foam)

Properties will vary depending on application conditions.

**Reaction Times**

**AP Cat 106** (Not recommended to use below 2%)

| Quantity by Volume | 2%           | 5%           | 10%    |
|--------------------|--------------|--------------|--------|
| Initial Reaction   | 25 sec       | 15 sec       | 8 sec  |
| Full Rise          | 1 min 50 sec | 1 min 27 sec | 30 sec |

**AP Cat 107** (Not recommended to use below 5%)

| Quantity by Volume | 5%     | 7.5%   | 10%    |
|--------------------|--------|--------|--------|
| Initial Reaction   | 5 sec  | 5 sec  | 5 sec  |
| Full Rise          | 30 sec | 22 sec | 16 sec |

**Material Prep** Condition overnight to 70° - 80° F (21° - 26° C). If using less than full pail, pre-mix material prior to adding AP Cat 106.

**Mixing** AP Fill 700 requires catalyst (AP Cat 106 or AP Cat 107). Mix only the amount of material to be used within a few hours. Use a low speed drill with a mixing paddle. Pour in AP Cat while mixing. Be careful not to whip too much air into the mixture. Wear safety glasses or goggles whenever handling or mixing chemicals. AP Cat can cause burns to skin or eyes with direct contact. Keep container covered to prevent water entry.

FILLVOIDS SEALLEAKS



|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Equipment</b>                | Single component airless sprayer recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Accessories</b>              | AP Cat 106 (Regular Speed), AP Cat 107 (Fast Speed), AP Flush 121                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Personal Protection</b>      | Safety goggles, face shield, impermeable gloves, long sleeves and pants. Use in well ventilated areas. Open doors and windows. In confined areas use mechanical ventilation to keep vapor concentrations low. Prevent direct contact with skin and eyes. See MSDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Clean Up</b>                 | Flush injection equipment with AP Flush 121 when necessary.<br>Remove cured material from metal components by soaking in AP Soak 130.<br>Clean off of skin with soap and water.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Environmental Protection</b> | Cured material is chemically inert and safe to dispose of in landfill. Cleanup any spilled liquid resin and place in a suitable sealed container. Dispose of in accordance to applicable environmental regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>First Aid</b>                | <b>Eye Contact:</b> Immediately flush with large amounts of water. Seek medical attention. <b>Inhalation:</b> Move to fresh air if symptoms occur. If breathing is difficult, seek medical attention. <b>Ingestion:</b> Seek medical attention immediately. <b>Skin Contact:</b> Wipe off contaminated area and wash with soap and water.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Limitations</b>              | Low temperatures will increase viscosity making product more difficult to pump. Low temperatures or cold water will slow down the reaction time. pH of reaction water should be between 3 and 10 for optimum foam. Keep lid tightly closed. Requires catalyst.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Storage</b>                  | Store between 50° - 80° F (10° - 26° C).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Handling</b>                 | Keep lids on tightly to prevent moisture from entering containers. Avoid direct contact with product. Be careful when opening as pressure may build up inside containers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Limited Warranty</b>         | Alchemy Polymers warrants this product to be free from manufacturer's defects and to meet all published properties on current Technical Data Sheet for a period of one year if used according to published instructions and within the shelf life. The user is responsible for determining suitability for intended use and assumes all risk. No other warranties expressed or implied shall apply including any warranty of merchantability or fitness for a particular purpose. Purchaser's sole remedy is limited to the purchase price or product replacement exclusive of cost of labor or other materials.                                                                                                                                                                                                                                                                                                               |
| <b>Latest Information</b>       | Before each use read latest Technical Data Sheets, Material Safety Data Sheets, and instructions available at <a href="http://www.alchemypolymers.com">www.alchemypolymers.com</a> . Nothing contained in any Alchemy Polymers materials or verbal instruction relieves the user of the obligation to read and follow all usage instructions and warnings for each product contained in the latest Technical Data Sheets and Material Safety Data Sheets. All information given by Alchemy Polymers about Alchemy Polymers products and procedures is given in good faith based on our current experience level and knowledge when materials are properly stored, handled, and applied. Jobsite conditions always vary, and for this reason Alchemy Polymers assumes no liability for the provision of such information or instructions. Neither shall any legal relationship be created by the provision of such information. |

FOR INDUSTRIAL USE ONLY. KEEP OUT OF REACH OF CHILDREN. NOT FOR INTERNAL CONSUMPTION. READ MATERIAL SAFETY DATA SHEET PRIOR TO EVERY USE.





## Cementitious Waterproofing & Protective Coating

- ☑ **1-Component**
- ☑ **Stand-alone coating or in combination with AQUAFIN-2K/M**
- ☑ **For Concrete, Brick & Masonry**
- ☑ **Polymer modified**
- ☑ **Meets NSF/ANSI Standard 61**
- ☑ **Gray or White Color standard**
- ☑ **Provides a smooth cementitious finish**
- ☑ **Contributes to LEED (EQ 4.2)**



### Product Description

AQUAFIN®-1K (in short "1K") is a cementitious powder, which is mixed with water to form a dense, waterproof, rigid surface barrier. It consists of Portland cement, well graded quartz sand and polymer enhanced special chemical ingredients.

"1K" does not contain any ingredients which could negatively affect reinforcement or concrete. After mixing with water it cures to a hard membrane. In zones posed to cracking or movement AQUAFIN®-2K/M is recommended.

### LEED Points:

- ♦ MR Credit 5.1, Regional Materials:..... up to 2 Points
- ♦ IEQ Credit 4.2, Low-Emitting Materials, Paints and Coatings:.....1 Point.

### Typical Applications

- Horizontal or vertical applications to concrete, masonry, brick and parging (render) by brushing, troweling or compressed-air spraying (do not use roller). Note: always apply in two coats.
- Waterproof coating of new or old structures, above or below grade, positive or negative water pressure side.
- Base coat for AQUAFIN-2K/M in negative side applications.
- Sealing static hairline cracks in concrete structures not subject to movement.
- "Bug hole" filler and scratch coat for "sacking" of concrete surfaces.
- Top coat over MORTAR-LN or MORTAR-40 on brick and stone (rubble) walls.

### Especially suited for waterproofing of

- Masonry + brick substrates
- Basements
- Potable + open wastewater tanks
- Fish ponds
- Swimming pools
- Elevator pits
- Foundations
- Retaining walls.

### Advantages

- Potable water certified as per NSF/ANSI 61
- Resists strong hydrostatic pressure
- Applied to the positive or negative water pressure side of a structure
- Improves watertightness of water tanks

### Physical & Technical Data

|                                |                                                                                                       |
|--------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Aggregate State:</b> Powder | <b>Bulk Density:</b> 88 lb/ft <sup>3</sup> (1.4 kg/L) dry; 116 lb/ft <sup>3</sup> (1.85 kg/L) wet mix |
| <b>Color:</b> Gray or White    | <b>Setting Time:</b> approx. 2 to 4 hours at 68° F (20°C)                                             |

| TEST                                                    | RESULTS                                                                   | METHOD                                    |
|---------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------|
| Compressive Strength: Gray<br>White                     | 3300 psi (22.7 MPa) at 28d<br>3000 psi (20.7 MPa) at 28d                  | (ASTM C-109)                              |
| Flexural Strength: Gray<br>White                        | 330 psi (2.3 MPa) at 28d<br>300 psi (2.1 MPa) at 28d                      | EN 196/1 (ASTM C-348 modif.)              |
| Bond/Adhesion:                                          | > 220 psi (> 1.5 MPa)                                                     | (ASTM C-321)                              |
| Shrinkage:                                              | 0.014% at 28 days                                                         | (ASTM C-596)                              |
| Shore 'D' Hardness:                                     | D/66/1                                                                    | (ASTM D-2240 : 05)                        |
| Vapor Permeability: U.S. perms                          | 8 (untreated control = 10)                                                | (ASTM E-96)                               |
| Potable water certification:                            | approval (see www.wqa.org)                                                | NSF/ANSI Standard 61 by WQA               |
| Microbiological growth:                                 | not supported                                                             | DVGW-W270 Germany                         |
| VOC content:                                            | 0% (0 g/L)                                                                |                                           |
| Permeability:<br>positive & negative side water<br>head | No water ingress with:<br>50 ft (15 m) (1.5 bar)<br>hydrostatic pressure. | DIN 1048<br>sample 80 mils (2.0 mm) thick |

All data are averages of several tests under laboratory conditions. In practice, climatic variations such as temperature, humidity and porosity of substrate may affect these values.

- Easy to use - needs only to be mixed with water prior to application
- Not a vapor barrier - lets concrete "breathe"
- Excellent freeze/thaw resistance
- Withstands foot traffic
- Applied to moist concrete/substrate
- Non flammable - no odor - non toxic.

### Preparation of Substrate

The substrate to be sealed must be firm and relatively even, and its surface fine-pored to provide mechanical bond (surface adhesion), free from voids, gaping cracks, or ridges. Active water leakages must be stopped before application of "1K" using PLUG-IC.

1. Remove all cement laitance, curing agents, surface coatings, loose particles, bitumen, oil, grease, etc. by suitable mechanical means, i.e. waterblasting, wet or dry sandblasting. Pay particular attention to sufficiently roughen slab substrates. Steel troweled or any smooth surfaces must be mechanically roughened prior to application to provide mechanical bond. All substrates must have minimum ICRI CSP 3 to 5 profile.
2. Repair static cracks, honeycombs, unsound concrete and weak mortar joints using structural repair MORTAR-40 or waterproofing repair and lining MORTAR-LN.

3. Alternatively seal static cracks and joints using AQUAFIN JOINT SEALING TAPE-2000 and for dynamic cracks and joints TAPE-2000-S, embedded in AQUAFIN-2K/M. Use on positive water side only.
4. Stop and seal active water leakage with PLUG-IC fast setting water stop and patching compound.
5. Pre-patch and level uneven substrates, such as brick, natural stone, etc. using MORTAR-LN or MORTAR-40.
6. Form coves 1.5" x 1.5" (38 x 38 mm) at floor - wall joints using MORTAR-LN.
7. Pre-water the substrate extremely well with clean water. Pay particular attention to substrates with excessive absorption such as CMU-block walls and any substrate during hot climatic conditions.

### Mixing

Approximate mixing ratio (by volume) is:

- ♦ 5 parts powder to 2 parts water ♦

or:

50 lb powder to 1.6 - 1.7 gal water  
(22.7 kg to 6.0 - 6.4 L)

(Spray application up to 2.0 gal (7.6 L).)

Add the "1K" powder to water and mix for at least 3 minutes with a mechanical mixer to a creamy slurry consistency for brush or broom and to a pumpable consistency for spray applications.

### Consumption & Yield of 50 lb (22.7 kg) bag

| Water sealing condition            | Total Coating thickness (wet film)<br>inch mils (mm) | Application rate (dry powder)<br>lb/y <sup>2</sup> (kg/m <sup>2</sup> ) | Appx. Yield per bag<br>ft <sup>2</sup> (m <sup>2</sup> ) |
|------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------|
| Dampproofing (applied in 2 coats)  | 1/16" 60 (1.6)                                       | 4.6 (2.5)                                                               | 98 (9.1)                                                 |
| Waterproofing (applied in 2 coats) | 1/10" 100 (2.5)                                      | 7.4 (4.0)                                                               | 60 (5.6)                                                 |

All above values theoretical. Variations may apply due to substrate conditions. Thickness per application or lift, up to 50 mils (1.25 mm).

AQUAFIN, Inc.  
July 2014

DIV. 07

07 16 13 POLYMER MODIFIED CEMENT WATERPROOFING

1.1.1





# AQUAFIN

# AQUAFIN®-1K

Prepare only as much material as can be applied in 60 minutes for gray and 45 minutes for white slurry. Stir the "1K" slurry frequently to maintain workability. Do not add more water. (If workability cannot be restored by stirring, discard.)

## Application

1. Do not apply "1K" at temperatures below 40°F (5°C) or to a frozen substrate.
2. Protect application from direct sun and wind to prevent premature surface drying and shrinkage cracks. Apply material in 2 (two) coats minimum.
3. Pre-treat (level) uneven substrates and sharp edges such as brick, natural stone, etc. with MORTAR-40 or MORTAR-LN, to prevent minor thickness spots in the "1K", which can lead to leakage.
4. Protect and seal alkali sensitive metal substrates such as copper, aluminum, galvanized or zinc treated metal first with a primer (i.e. KRYLON Primer, or equal) prior to applying (over-coating) "1K".
5. "1K" must be applied onto a damp, but not wet, substrate (SSD). Free surface water can inhibit bonding and weaken the coating.
6. "1K" may be applied with a masonry brush, broom or appropriate compressed-air spray equipment such as hopper gun, peristaltic pump (i.e. Quikspray carrousel pump, Inomat-M8), or rotor-stator pump. Application by roller is not recommended.
7. Quantities are dependent on the amount of protection desired. Apply in two or multiple coats at the rate determined on the Consumption Chart.
8. Application thickness per coat maximum 20 - 50 mils (0.5 - 1.25 mm) in areas exposed to the elements. Contact AquaFin for possible single coat applications up to 1/8" (3 mm) thickness in tunnels, or other controlled environments.
9. Apply the second coat as soon as the first coat has set, but still "green". (Normally 4 - 6 hrs. indoors at 68°F (20°C) @ 60% RH.) If this is not possible then the first layer must be roughened and dampened prior to applying the second coat.

10. "1K" can be left as a brushed finish, or it can be troweled up by a skilled plasterer to a relatively smooth cementitious finish.

11. Protect the fresh application from rain, wind, frost, and direct sun light.

## EXPOSURE\*) OF APPLICATION TO:

- ♦ rain, vertical surfaces, after approx. 4 hrs
- ♦ rain, horizontal surfaces, minimum 8 hrs
- ♦ foot traffic after approx. 1 day
- ♦ hydrostatic pressure after approx. 7 days
- ♦ back filling after approx. 3 days
- ♦ top coating with AQUAFIN-2K/M after 24 hrs. minimum.

\*) at 68° F (20° C) and 60% humidity.

## Curing:

- Protect "1K" from frost, wind, direct sun, rain, etc. which can leave "1K" as a weak, powdery substance.
- Keep moist for at least 3 days in hot and/or dry environments and 7 days for in contact with potable water.
- Self curing in cool areas.
- Provide air circulation for 24 hrs. following the "1K" treatment in poorly ventilated areas and deep pits, swimming pools, etc. Stagnant air will prolong the setting time and/or proper hardening.
- Use de-humidifiers in indoor areas where condensation exists or appears until "1K" has properly set.
- During winter time, do not use un-controlled direct air blowing gas or oil heaters to keep air warm.

## Clean-up:

Clean tools and equipment with water immediately after use. Cured material can only be removed mechanically.

## Decoration & Tiling:

"1K" is waterproof and highly vapor permeable (lets the concrete "breathe"). The surface should be cleaned with a stiff, dry brush prior to painting or coating.

- ♦ Vapor permeable, alkali resistant paints can be applied after 3 days provided that the AQUAFIN treatment is dry.
- ♦ Tile mortars can be applied after 3 days.

## Limitations:

Do not use "1K" in areas exposed to "soft" water.

## Maintenance:

Mechanically damaged "1K" can be easily repaired by roughening the affected substrate with a wire brush or equal, and after cleaning the substrate by reapplying a new coat "1K".

## Packaging:

"1K" (gray or white) is supplied in 50 lbs. (22.7 kg) bags or plastic pails.

## Storage & Shelf Life:

"1K" must be stored in a dry enclosed area off the ground. Shelf life in unopened, undamaged bags is 12 months.

## Note:

Installer is responsible for proper product application. Site visits by AquaFin personnel or representatives are solely for the purpose of making technical recommendations, not for providing supervision or quality control.

## Safety:

**Refer to MSDS.** This product contains Portland cement and sand (crystalline silica) and is highly alkaline (irritant) in contact with water. Avoid breathing dust. May cause delayed lung injury (silicosis). Use rubber gloves and goggles during mixing and application. Protect skin and eyes. After contact with skin, wash with plenty of water. In case of eye contact, rinse immediately with plenty of cool water and seek medical advice.

**KEEP OUT OF REACH OF CHILDREN.**

## Proposition 65:

This product contains material listed by the state of California as known to cause cancer, birth defects, or other reproductive harm.

**For professional use only. Not for sale to or use by the general public.**

**LIMITED WARRANTY:** AQUAFIN, INC. warrants this product for a period of one year from the date of installation to be manufactured free of defects and to be consistent with its technical properties as stated in our current Technical Data Sheet. This product must be used as directed and within its stated shelf life. AQUAFIN INC. will replace or at our discretion refund the purchase price of any product, excluding cost of labor, which is proven to be defective. Our product recommendations are based on industry standards and testing procedures. It is the buyer's obligation to test the suitability of the product for an intended use prior to using it. We assume no warranties written, expressed or implied as to any specific methods of application or use of the product. AQUAFIN INC. MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. AQUAFIN, INC. shall not be liable for damages of any sort including remote or consequential damages, down time, or delay.



# AQUAFIN

*Building  
Product Systems*

**AQUAFIN, Inc.**

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1.1.1

(AQ up-date 07/09/14)

**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, dated January 31, 2017, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

**1. The Project:**

- 1.1 This Task Release is for a Project described as:  
*SCADA System Improvements*

**2. The Work:**

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

- A. Engineering Design*
- B. Construction Administration*
- C. Construction Observation*

**A. Engineering Design**

The Engineer will meet with the Owner to discuss and define the scope and boundaries of the project. Other preliminary work may include developing conceptual plans and preliminary opinions of probable project costs.

Carter & Sloope, Inc. will not furnish a survey crew to survey the project areas as it is not needed for design. Instead, the SCADA integrator will be responsible for conducting site surveys to determine viability of communication.

We will conduct two (2) site visits to coordinate with existing power systems and control systems and to take photographs and make sketches of the existing SCADA system and their installation sites. We will utilize this information to develop the necessary plans and specifications. It is our understanding that the existing sites use a 400 mHz radio system that has never proven reliable. The City wishes to replace that system with cellular based system using M/R Systems as the Systems Integrator (Contractor). The City wants to be able to remotely monitor and control facilities in the water and sewerage system and have a more reliable method for sending and acknowledging alarms by City staff. The City would like to replace SCADA at the following sites:

- a. Henry Co. Valve Station

- b. 500,000 Gal. Elevated Tank
- c. 1,000,000 Gal. Elevated Tank
- d. Well T2
- e. Well T3
- f. Well B
- g. Ground Storage Tank
- h. Groundwater Pumping Station
- i. Seven (7) sewage pump station sites

Detailed list of SCADA requirements for each of the water system sites is included in Exhibit A.

We will prepare preliminary design documents for the proposed SCADA system improvements within three (3) weeks. At approximately 60% completion, we will meet with Owner's personnel to present the preliminary design for review. Within two (2) 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 SCADA System Integrator 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.

In general, our design services will include:

- a. Electrical engineering design including power and SCADA design.

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.

## **B. Permitting Assistance**

Since this project will not involve any land disturbance and will replace existing infrastructure, we do not anticipate the City will need any permits from ELD so permitting assistance is excluded from our scope of work.

## **C. Bidding**

Since the City will be using M/R Systems for its SCADA integration, we have excluded bidding services from our scope of work.



#### **D. 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. 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.
- c. Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- d. 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.

- e. *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.
- f. *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.
- g. *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.
- h. *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.

- i. *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.
- j. *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.
- k. *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.
- l. *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.



- m. 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.

#### **E. 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.

| <b><u>Task No.</u></b> | <b><u>Description</u></b>                          | <b><u>Fee Basis</u></b>                                        |
|------------------------|----------------------------------------------------|----------------------------------------------------------------|
| 1                      | Engineering Design                                 | Hourly not-to-exceed \$ <u>28,000</u>                          |
| 2                      | Construction Administration                        | Hourly not-to-exceed \$ <u>10,000</u>                          |
| 3                      | Construction Observation<br>(assumes 60 man-hours) | Hourly not-to-exceed \$ <u>8,000</u>                           |
|                        |                                                    | <b><i>Total of Items 1 - 3 Inclusive: \$ <u>46,000</u></i></b> |

*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:** None except for engineering sub-consultants.

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;
- 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, P.E.</u>                                                     | By: _____                     |
| Title: <u>Senior Engineer</u>                                                       | Title: <u>City Manager</u>    |
| Date: <u>August 3</u> , 2017                                                        | Date: _____, 2017             |

**Exhibit A**  
**City of Stockbridge**  
**Water System SCADA System Improvements**  
(from email from Jeff Bledsoe dated 05/19/2017)

**Henry Co. Valve Station**

1. Monitor
  - a. Meter flow to include rate of flow and total consumption. Want to see the actual consumption that is on the meter dials.
  - b. Incoming electrical power status with alarm.
  - c. Communication with host/master computer status with alarm.
  - d. Valve position to include: open, closed, or failed with alarm for failure.
  - e. High flow alarm.
2. Control
  - a. Valve position: open, close, or auto. Operate valve by the SCADA HMI hand, off, auto selector. If in the auto position, valve operation shall be controlled by the water level in the selected elevated water tank as per the operator set points.
3. Repair/Replace
  - a. Repair or place electrically actuated SCADA controlled 8" butterfly valve.
  - b. Repair or place unit used to obtain flow and consumption data from the existing Henry Co. 8" x 2" Sensus fire line meter. The water meter will not be changed and coordination with Henry Co. Water Auth. will be necessary to gain access to the vault.

**500,000gal Elevated Tank**

1. Monitor
  - a. Incoming electrical power status with alarm.
  - b. Communication with host/master computer status with alarm.
  - c. Water level in tank to be measured in feet of water with high and low water level alarm.
2. Control
  - a. Option to switch between the 500,000gal elevated tank and the 1,000,000gal elevated tank to control the call to run of the Groundwater Pumping Sta., Henry Co. Valve, and GST Booster pump station.

### **1,000,000gal Elevated Tank**

1. Monitor
  - a. Incoming electric power status with alarm.
  - b. Communication with host/master computer status with alarm.
  - c. Water level in tank to be measured in feet of water with high and low water level alarm.
2. Control
  - a. Option to switch between the 500,000gal elevated tank and the 1,000,000gal elevated tank to control the call to run of the Groundwater Pumping Sta., Henry Co. Valve, and GST Booster pump station.

### **Well T2**

1. Monitor
  - a. Incoming electric power: Generator (ON/OFF and Generator fail, if option exists), incoming electric power (ON/OFF) from the utility company.
  - b. Communication with host/master computer status with alarm.
  - c. Water meter flow to include rate of flow and total consumption. Want to see the actual consumption that is on the meter dials. Meter is manufacturer is Water Specialties.
  - d. Pump status: on, off, or fail.
  - e. Pump - Hand, Off, Auto switch position.
  - f. Pump run time.
  - g. Generator run time.
2. Control
  - b. Operate pump by the SCADA hand, off, auto selector. If in the auto position, well pump operation shall be controlled by the water level in the raw water well at the groundwater pumping station as per the operator set points.

### **Well T3**

1. Monitor
  - a. Incoming electric power: Generator ON/OFF (Generator fail, if option exists), incoming electric power from the utility company.
  - b. Communication with host/master computer status with alarm.
  - c. Water meter flow to include rate of flow and total consumption. Want to see the actual consumption that is on the meter dials. Meter is manufacturer is Water Specialties.
  - d. Pump status: on, off, or fail.
  - e. Pump - Hand, Off, Auto switch position.
  - f. Pump run time.
  - g. Generator run time.

2. Control
  - a. Operate pump by the SCADA hand, off, auto selector. If in the auto position, well pump operation shall be controlled by the water level in the raw water well at the groundwater pumping station as per the operator set points.

## **Well B**

1. Monitor
  - a. Incoming electric power: Generator ON/OFF (Generator fail, if option exists), incoming electric power from the utility company.
  - b. Communication with host/master computer status with alarm.
  - c. Water meter flow to include rate of flow and total consumption. Want to see the actual consumption that is on the meter dials. Meter is manufacturer is Water Specialties.
  - d. Pump status: on, off, or fail.
  - e. Pump - Hand, Off, Auto switch position.
  - f. Pump run time.
  - g. Generator run time.
2. Control
  - a. Operate pump by the SCADA hand, off, auto selector. If in the auto position, well pump operation shall be controlled by the water level in the raw water well at the groundwater pumping station as per the operator set points.

## **Ground Storage Tank**

1. Monitor
  - a. Incoming electrical power status with alarm. (No Generator)
  - b. Communication with host/master computer status with alarm.
  - c. Water level in tank to be measured in feet of water with high and low water level alarm.
  - d. Pump status: on, off, or fail with alarm for failure.
  - e. Valve position to include: open, closed, or failed with alarm for failure.
  - f. Pump run time.
2. Control
  - a. Operate pump by the SCADA hand, off, auto selector. If in the auto position, booster pump operation shall be controlled by the water level in the 500,000gal or 1,000,000gal elevated tank as per the operator set points.

## **Groundwater Pumping Station**

1. Monitor
  - a. Incoming electric power: Generator ON/OFF (Generator fail, if option exists), incoming electric power from the utility company.
  - b. Communication with host/master computer status with alarm.



- c. Water meter flow to include rate of flow and total consumption. Want to see the actual consumption that is on the meter dials. Meter manufacturer is Water Specialties. Alarm for high and low flow. May need change meter?
- d. High Service Pump (1 and 2) status: on, off, or fail.
- e. High Service Pump (1 and 2) - Hand, Off, Auto switch position.
- f. Pump control valve status. – Open, Closed, Fail with alarm.
- g. High Service Pump (1 and 2) run time.
- h. Generator run time
- i. Both elevated water storage tanks.
- j. Raw water well water level to be measured in 10<sup>th</sup>s of feet.
- k. Hach CL17 chlorine residual analyzer. Chlorine level, alarm, and shut off plant if chlorine is too high or too low.
- l. Chlorine booster pump. ON, Off, Fail. If fail, turns off high service pumps.
- m. Phosphate and Fluoride chemical pumps.
- n. Chlorine gas leak monitor. (Alarm)
- o. Entrance Door alarm. (Alarm)
- p. Fluoride scales.

## 2. Control

- a. Well pump operation will depend upon raw water well level.
- b. Plant operation depending on distribution storage tank levels.
- c. Both high service pumps.
- d. Set points.

# DISCUSSION ITEMS

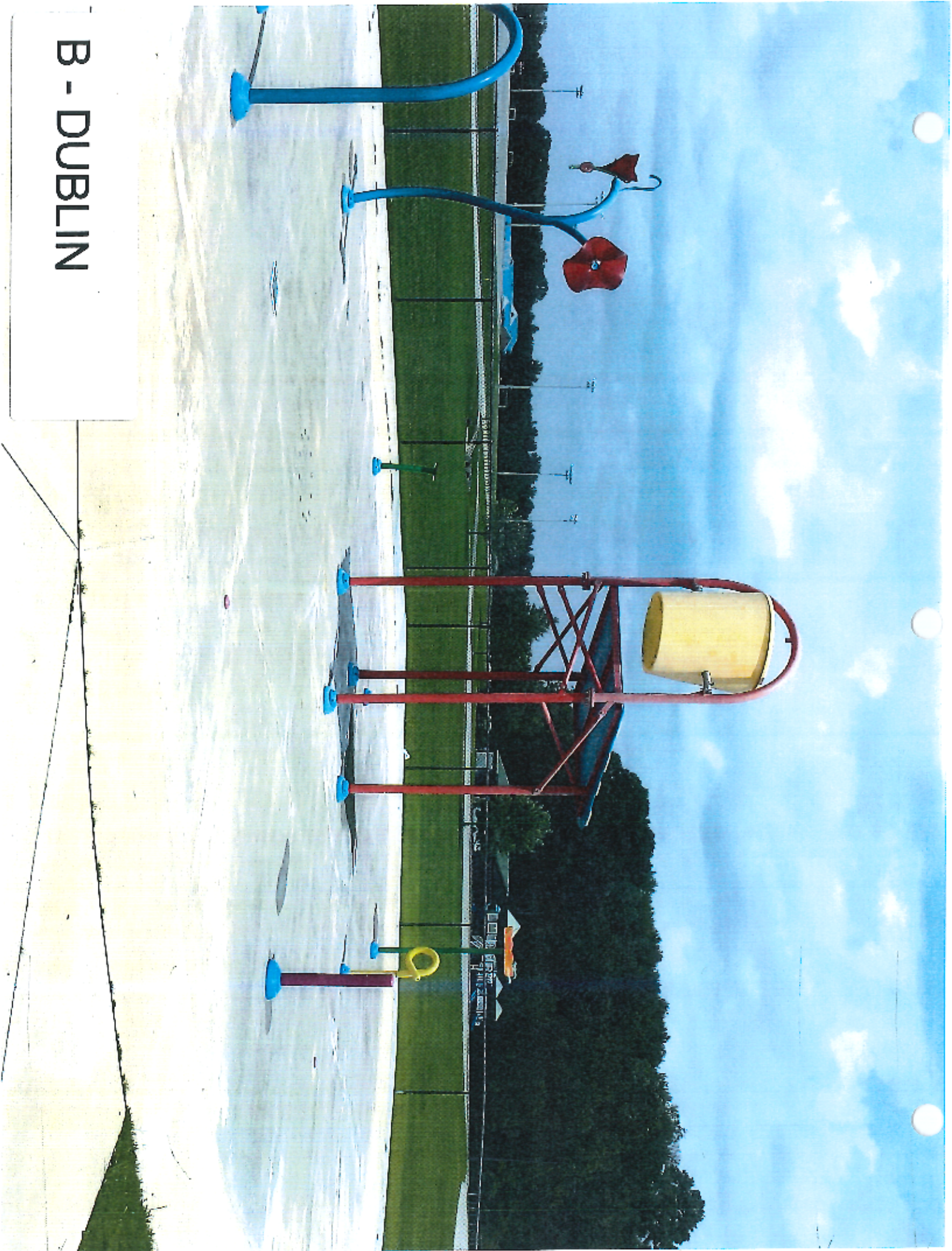
7. Carrie Mae Hambrick Cultural Arts Center  
Design  
Presented by: Councilman Blount
8. Splash Pad Design and Location  
Presented by: Councilwoman Gantt
9. Development Performance Bonds  
Presented by: Councilman Alexander
10. Affordable Housing  
Presented by: Councilman Alexander
11. Youth & Senior Center  
Presented by: Councilman Alexander
12. Amphitheater  
Presented by: Councilman Alexander





A - PERRY





B - DUBLIN





C - LITTLE OCMULGEE





D - UNKNOWN LOCATION



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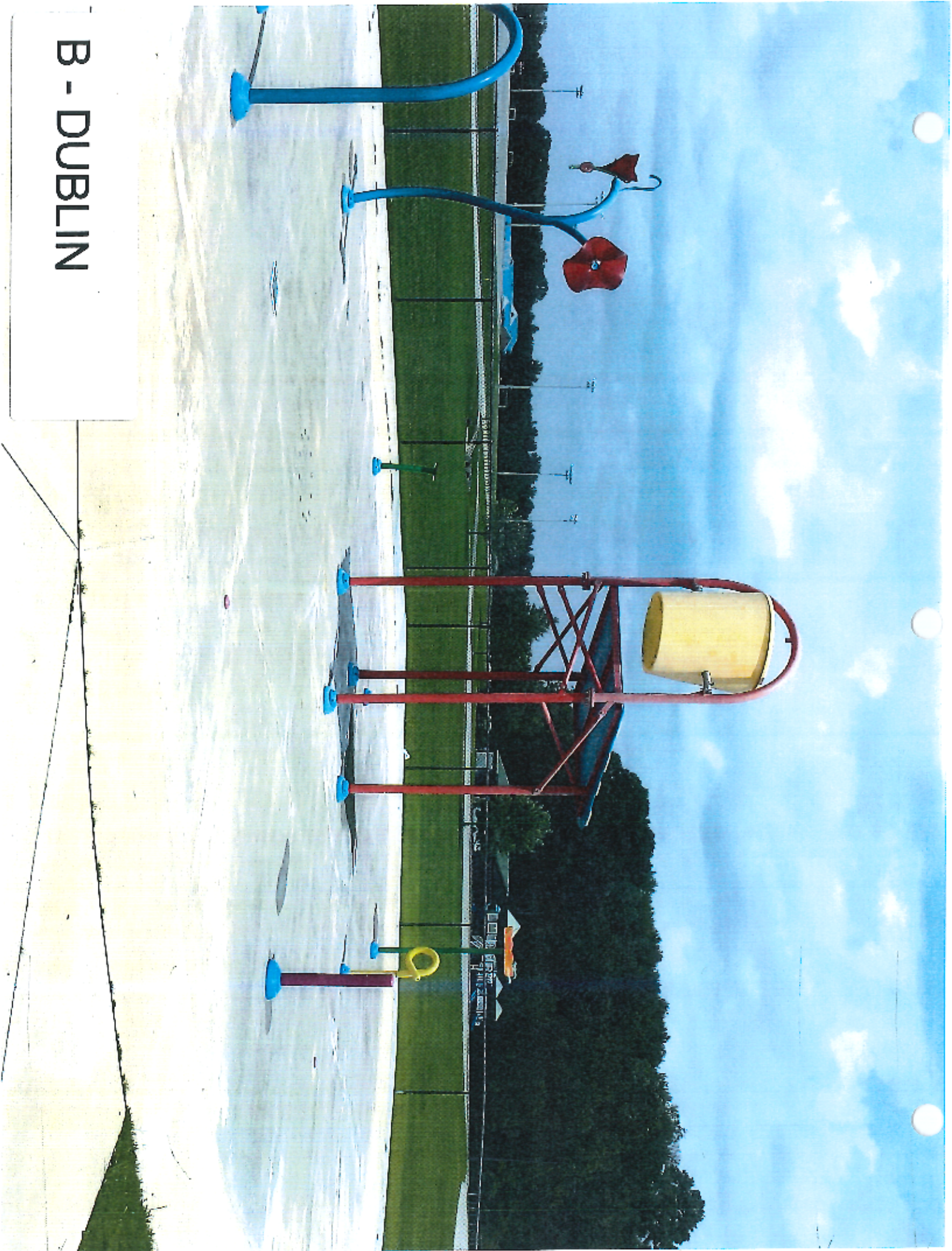
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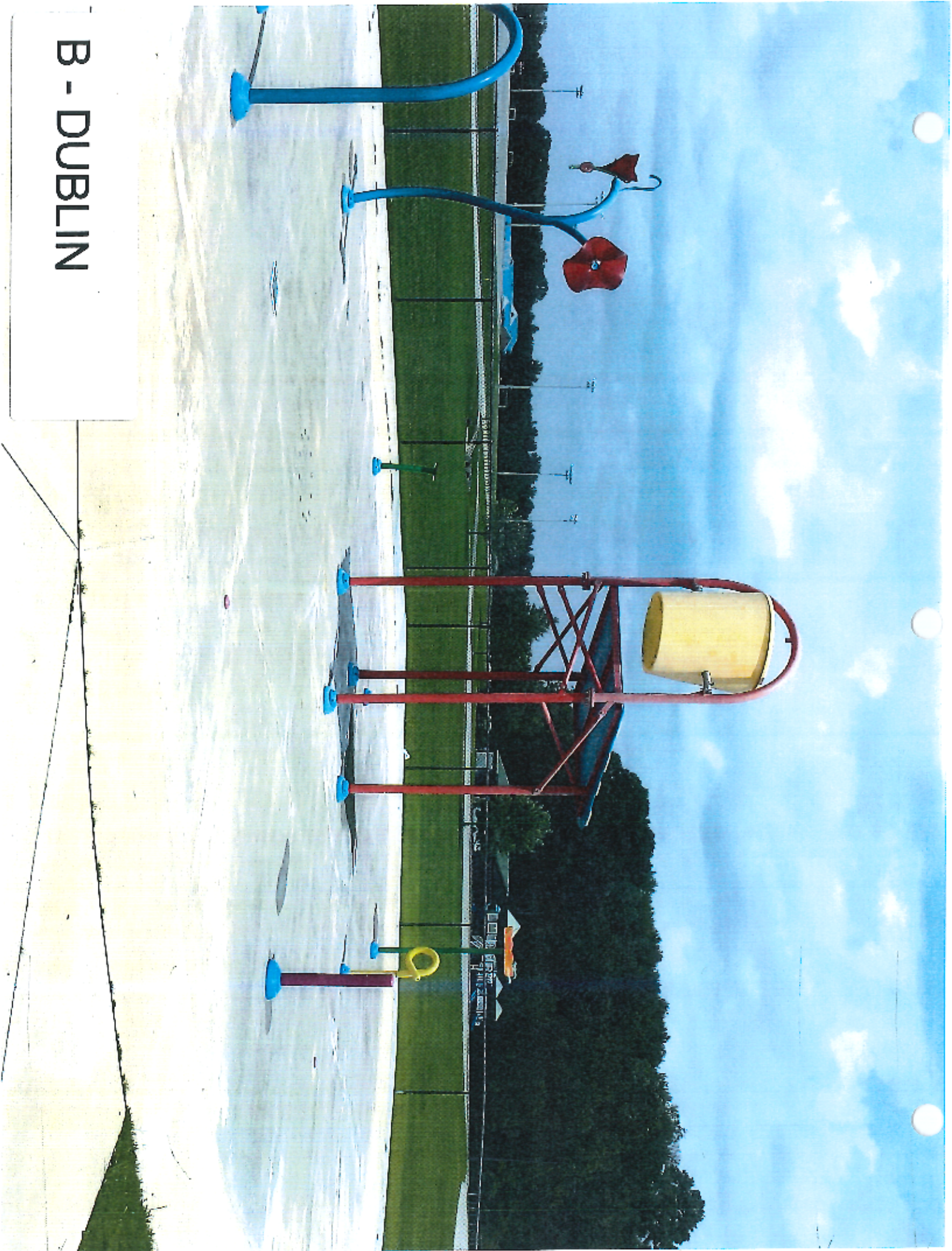
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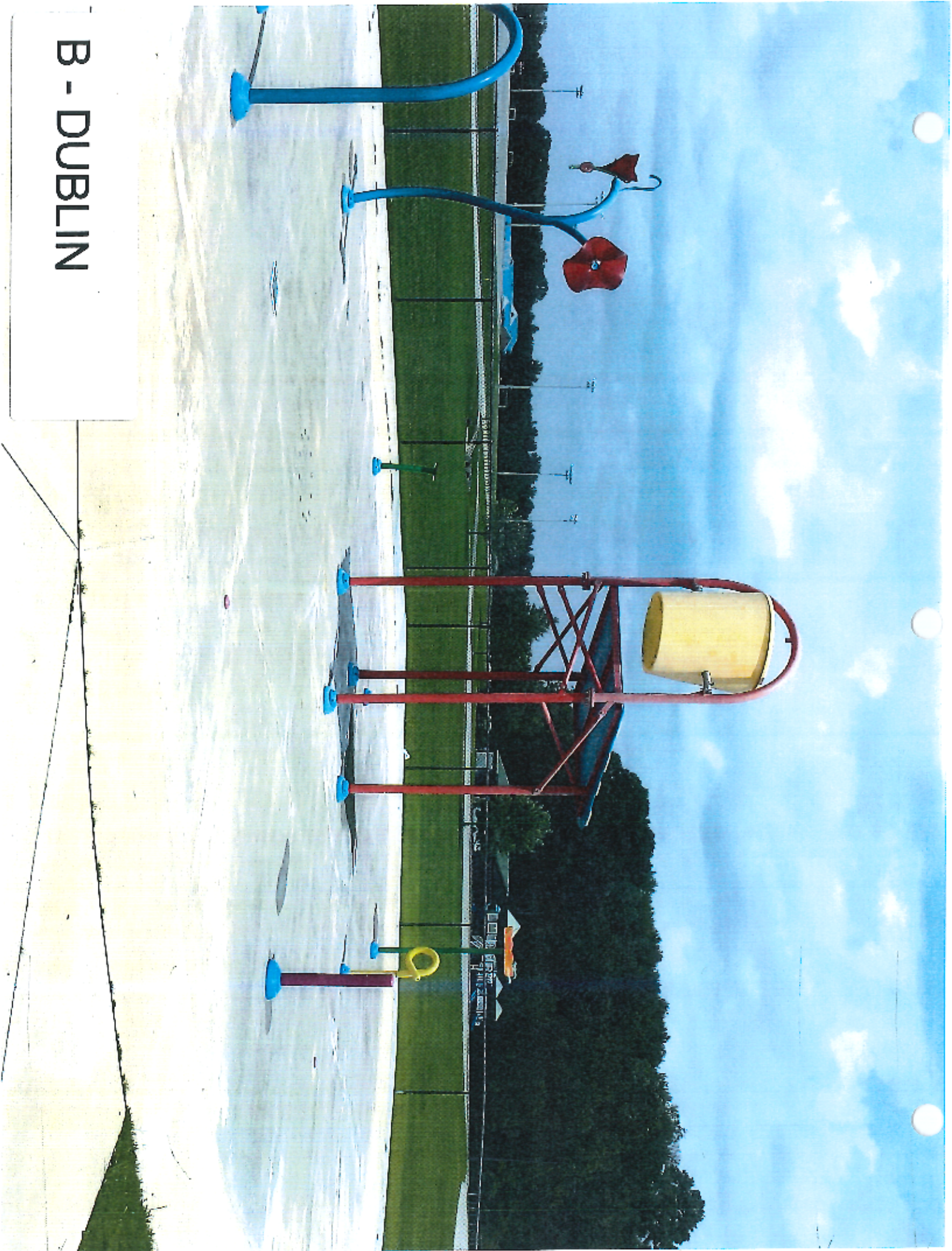
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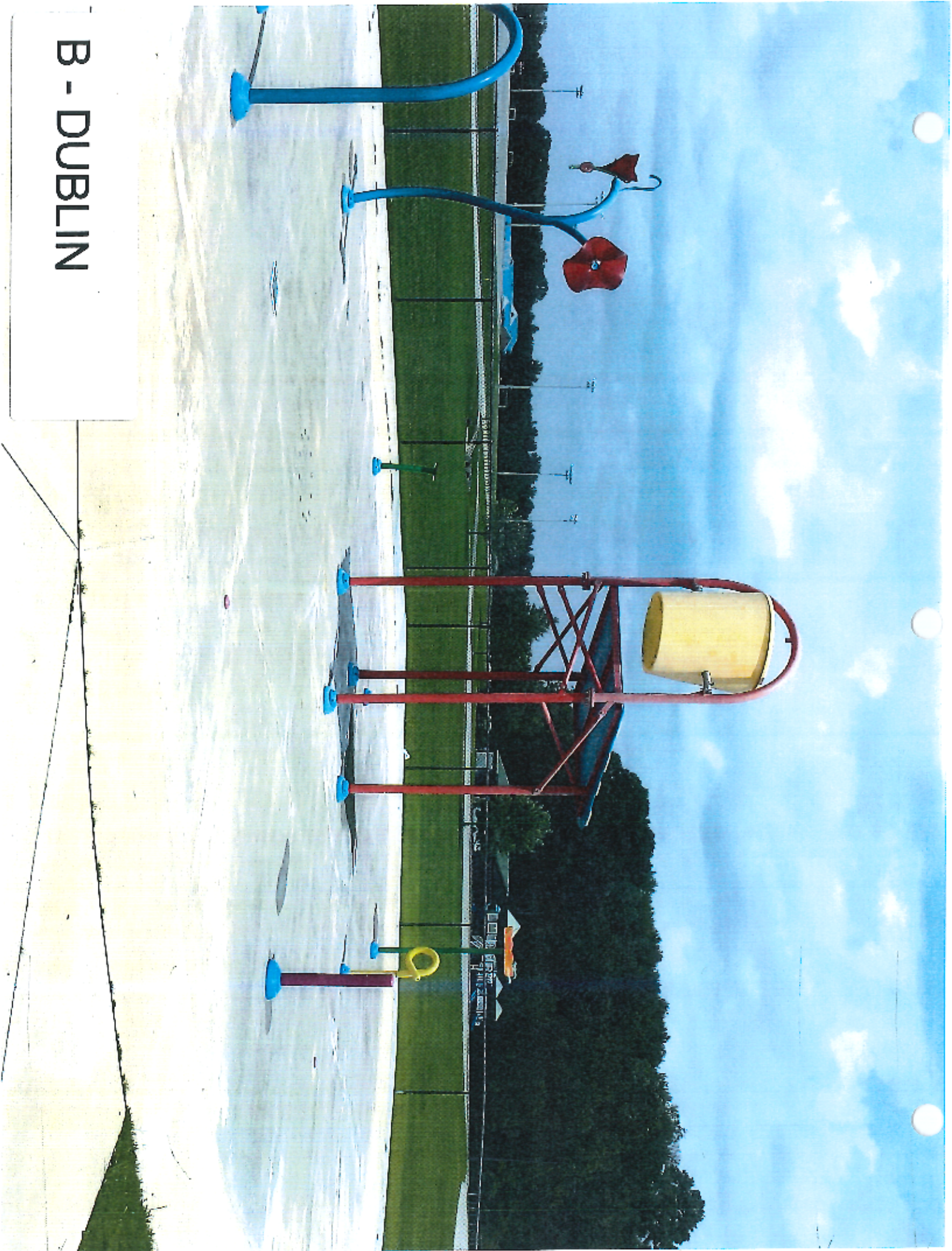
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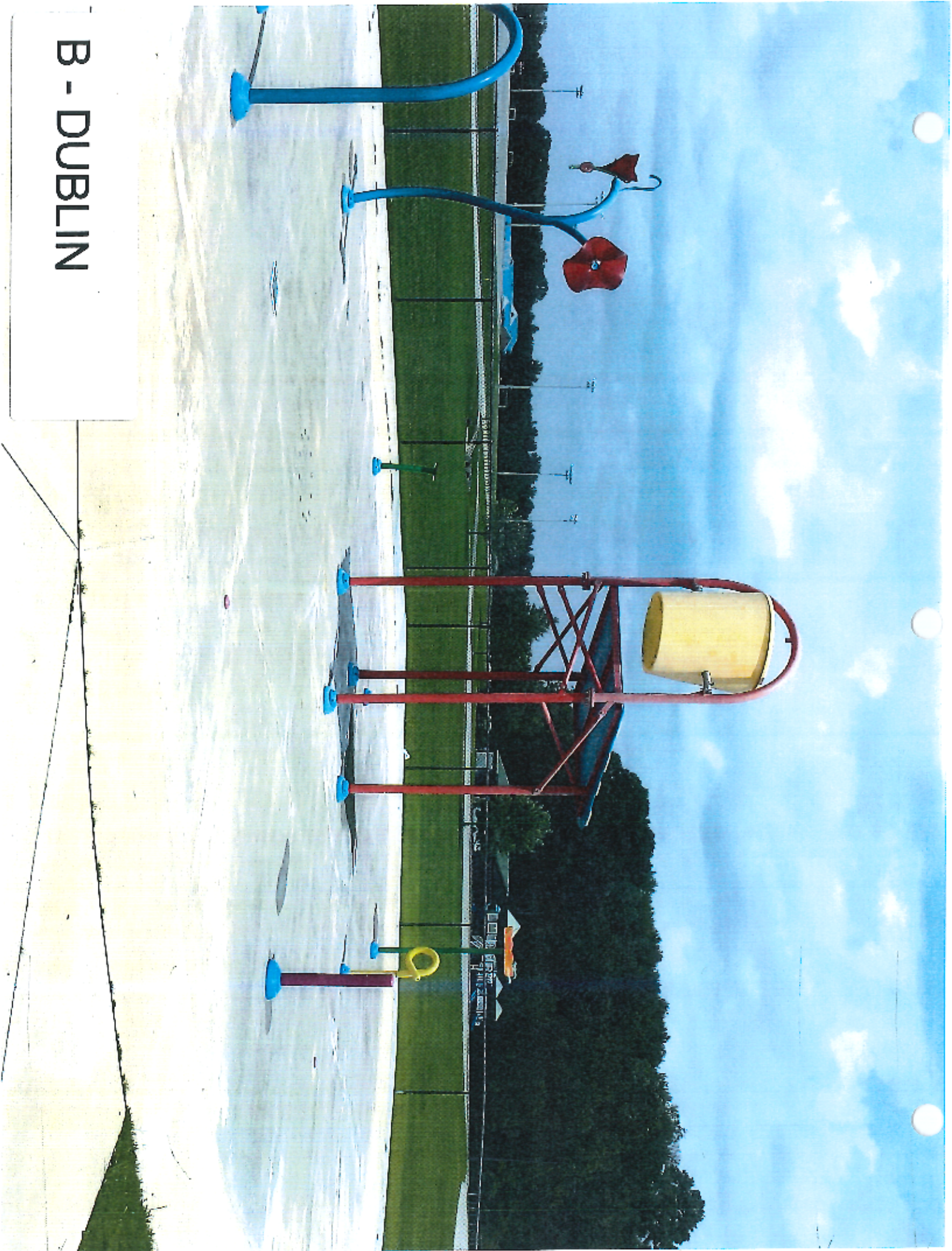
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