

STOCKBRIDGE CITY COUNCIL

Mayor At-Large

Anthony S. Ford

Mayor Pro Tem LaKeisha Gantt

Council District 1

Councilmember Alphonso Thomas

Council District 2

Councilmember Kyle D. Berry, Sr.

Council District 3

Councilmember Yolanda Barber

Council District 4

Councilmember Elton Alexander

Council District 5

CITY MANAGER

Shawn Edmondson

CITY CLERK

Vanessa Holiday

CITY TREASURER

Frank Milazi

CITY ATTORNEY

Quinton G. Washington

Work Session Meeting Agenda August 26, 2025 6:00 PM



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912

Translation and Interpretation Services are available with (7) days prior notice. Please contact the City's Human Resource Manager at 770-389-7908 for assistance.



AGENDA WORK SESSION MEETING CITY OF STOCKBRIDGE

TUESDAY, AUGUST 26, 2025 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

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

REVIEW OF THE MINUTES

- 1 Review of the Millage Rate Public Hearing #1 Meeting Minutes August 11 2025
- Review of the Millage Rate Public Hearing #2 Meeting Minutes August 11 2025
- Review of the Millage Rate Public Hearing #3 Meeting Minutes August 18 2025
- Review of the Regular City Council Meeting Minutes August 11 2025

CONSENT AGENDA

- 2 Council Consideration to approve the Henry County 2025 Early Voting Dates and Locations as approved by the Henry County Elections Board on August 18, 2025.

OLD BUSINESS

- 3 Council consideration to approve the renewal of the landscape maintenance services contract with Yellowstone Landscape in the amount of \$350,000.00. Funding source is from Government Buildings Department and Amphitheater budgeted funds.

- Presented by: Decius Aaron

NEW BUSINESS

- 4 Council Consideration to fill a vacancy and appoint a member to the Youth Council Advisory Committee and fill the remainder of the term through 12/31/2025. - Presented by: Cassandra Lester, Renee Gourdine
- 5 Council consideration to review and approve donated commercial space to the City of Stockbridge Police Department, for the purposes of opening a Satellite Precinct. - Presented by: Frank Trammer
- 6 Council Consideration to approve a Resolution to enter into a 10-year contract with Norfolk Southern Parking Lot Project in the amount of \$15,000 annually. Funding Source: Economic Development Department Budget - Presented by: Gerald Sanders
- 7 Council consideration of a Resolution to approve the second 1-year renewable option for Civil Engineering services for Whitley Engineering in the amount of \$5,000 monthly or \$60,000 annually. The contract was approved on Resolution R24-1721 and the funding source is Community Development Department account number 100-721-521203. - Presented by: Ryan Anderson
- 8 Council consideration of a Resolution to approve the second 1-year renewable option for Permitting, Licensing and Inspections software with Sages, Inc., in the amount of \$58,318 annually. The contract was approved through Resolution R24-17651 and the funding source is Community Development Department account number 100-721-521310. - Presented by: Ryan Anderson
- 9 Council consideration to approve the FY2026 LMIG (Local Maintenance & Improvement Grant) list. - Presented by: Decius Aaron
- 10 Council consideration to approve the renewal of Request For Proposal RFP Number 2022-0006, On Call Annual General Engineering Services, for the City of Stockbridge with Carter & Sloope, Inc. This is the third (3rd) contract renewal option, and the budgeted amount is \$200,000. The third contract renewal option expires on December 31, 2025. - Presented by: Decius Aaron
- 11 Council consideration to approve the renewal of Request For Proposal RFP) Number 2022-0006, On Call General Engineering Services, for the City of Stockbridge with Falcon Design Consultants, LLC. - Presented by: Decius Aaron
- 12 Council consideration to approve the renewal of Contract No. RFP No. 2018-0010Q – Non-Hazardous Special Waste Disposal Services with Republic Services in the amount of \$65,000.00. Funding source is from the Sewer Department Budget. - Presented by: Decius Aaron
- 13 Council consideration to approve the final contract renewal for RFP (Request for Proposal) 201508-02, Sanitation Collections Services Contract with Wrangler Holdings Corp /GFL Environmental (formerly Waste Industries) in the amount of \$2,600,000.00. Funding Source: Sanitation Department Budget. This is the 5th and final renewal. Contract would expire on December 31, 2026 and staff is requesting an extension to February 28, 2027 due to the holidays. - Presented by: Decius Aaron

- 14 Council Consideration to approve the renewal of Request for Proposal (RFP) 2024-0005 for Janitorial Maintenance Services with Intercontinental Commercial Services, Inc. in the amount of \$143,100.00. Funding Source: Government Buildings Department Budget. This is the 2nd renewal. - Presented by: Decius Aaron

DISCUSSION

- 15 Rock Quarry Road Extension Update - Presented by: Decius Aaron, Falcon Design Consultants

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations and times are subject to change or contact City Hall offices at 770-389-7900 or visit the website www.stockbridgega.org for updates.

- Join us for a Meet and Greet of the new City Manager, Shawn Edmondson, on Thursday, September 4th at City Hall in the Council Chamber from 6 – 8 p.m.
- Citizens Police Advisory Council – Meetings are held on the first Thursday of each month in the Stockbridge PD Community Room at 6:30 p.m. (Sep 4)
- Main Street Advisory Board – Meetings are held on the second Friday of each month at the Downtown Connection Center 130 M L King Sr. Heritage Trail at 9:00 a.m. (Aug 8)
- City Council Meeting, Second Monday of each month, at 6:00 p.m. - City Hall Council Chamber (Sep 8)
- Youth Council Meeting, Second Monday of each month, at 6:30 p.m. - City Hall Levi Meeting Room (Sep 8)
- Citywide Development Authority Meeting, Second Tuesday of each month, at 6:00 p.m. - City Hall Levi Meeting Room (Sep 9)
- Community Zoning and Information Meeting, Wednesday, Sept 10th from at 6:00 p.m. - City Hall Council Chamber (Sep 10)
- City Council Meeting, Second Monday of each month, at 6:00 p.m. - City Hall Council Chamber (Sep 8)
- Main Street Advisory Board Meeting, Second Friday of each month at 9:00 a.m. at the Downtown Connection Center 130 M L King, Sr. Heritage Trail (Sep 12)
- Downtown Development Authority Board Meeting, Third Tuesday of each month, at 6:00 p.m. at the Downtown Connection Center 130 M L King Sr. Heritage Trail (Sep 16)
- Youth Council Advisory Committee Meeting, Third Tuesday of each month, at 6:30 p.m. - City Hall Levi Meeting Room (Sep 16)
- Planning Commission Meeting, Thursday, September 18th at 6:30 p.m. - City Hall Council Chamber (Sep 18)

- City Council Budget Retreat – Wed. Sep 24 thru Fri Sep 26 from 9am – 5pm at the Merle Manders Conference Center 111 Davis Rd.
- City Council Work Session Meeting, Last Tuesday of each month, September 30th at 6:00 p.m. - City Hall Council Chamber (Sep 30)

UPCOMING CITY EVENTS/INITIATIVES

- Join us for BridgeFest on Saturday, September 27th at Amphitheater. FREE fun activities for kids, vendors, food trucks and an amazing concert!
- Join Main Street for the Tiny Tent Concert Series Fridays from 6pm to 8pm at the Stockbridge Connection Center, 130 M L King Sr. Heritage Trail. Bring your lawn chairs. (Weather Permitting)
- Join Councilman Thomas & Councilman Berry in partnership for the monthly Bingo Bash on Wednesday, September 17th from 10am – noon at the Merle Manders Conference Center. Lots of fun to be had by all.
- Join Mayor Anthony Ford for the monthly Meet the Mayor - Monday, September 22nd from 10am – noon at City Hall. Meetings are by appointment.
- The Economic Development Department host a FREE Business Health Clinic on the 2nd Thursday of every month from 9am – 12pm at the Stockbridge Connection Center 130 M L King Sr. Heritage Trail. Check the Health of Your Business with the FREE Clinic.
- Councilman Thomas is honoring Veterans with a Continuous Salute all year long. Please send your pictures of Veterans with their name, branch, rank, and years of service.
- Join Councilman Thomas for the *Don't Trash Stockbridge* initiative centered around education, highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Sign Up for real-time alerts about severe weather, road closures and emergencies on the Regroup App. Visit the city's website or social media pages for more information on how and where to sign up. Stay Safe!

Please contact Rosalynd Rawls to schedule an appointment for *Meet the Mayor* and for more information on Council Initiatives at 678-833-3348 or via email: rrawls@stockbridgega.org

2025 CONCERT SEASON SCHEDULE

- Friday, September 6th & Saturday, September 7th, Southern Soul Weekend featuring King George, Tucka, West Love, Pokey Bear, TK Soul Tywaun Moore, and Tonio Armani
- Saturday, September 13th – For Lovers & Friends featuring Tank with special guest Lyfe Jennings, and Ginuwine

- **Saturday, October 18th - Detroit Gospel Legends featuring Fred Hammond, Donnie McClurkin, Anthony Brown, Vanessa Bell Armstrong, Lisa Page-Brooks, Carvin Winans, and Byron Cage**

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



**CITY COUNCIL MEETING
SUMMARY MINUTES
MONDAY, AUGUST 11, 2025 7:00 P.M.**

Mayor & City Council

Mayor Anthony S. Ford At-Large
Mayor Pro Tem LaKeisha Gantt – Council District 1
Councilmember Alphonso Thomas – Council District 2
Councilmember Kyle D. Berry, Sr. – Council District 3
Councilmember Yolanda Barber – Council District 4
Councilmember Elton Alexander – Council District 5

Administration

Shawn Edmondson – City Manager
Frank Milazi – City Treasurer
Vanessa Holiday – City Clerk
Quinton Washington – City Attorney
Megan McCullough – Associate Attorney

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

Invocation by Mayor Ford at 7:25 p.m.

Invocation by: Councilmember Alexander

The Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present except Councilmember Thomas who attended via phone.

ADOPTION OF THE AGENDA

Motion to adopt the Agenda was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 5-0.

CEREMONIAL

Mayor Ford referenced the ceremonial recognition prior to the start of the meeting where the Shacori Valentine was recognized as Miss Georgia US International; Jaylan Holman was sworn in as the new member of the Main Street Advisory Board; and new students were sworn in on the Youth Council.

PUBLIC COMMENTS

- Mr. Robert Schull made comments regarding the need for speed devices to be placed on Shields road, noting this is his 4th or 5th plea to the City Council without a resolution.
- Ms. Solanke' Bomani referenced an upcoming African Gala taking place on September 26, 2025 at the Merle Manders Conference Center and invited everyone to attend; noted the cost is \$75 per person, and the group is seeking sponsors, and invited Mayor Ford to participate as a guest speaker.

APPROVAL OF THE MINUTES

1. Approval of the June 16, 2025 Special Called Meeting Minutes
Approval of the July 15, 2025 City Council Regular Meeting Minutes
Approval of the July 29, 2025 City Council Work Session Meeting Minutes
Motion to approve the Minutes was made by Mayor Pro Tem Gantt;
seconded by Councilmember Barber. The motion passed unanimously
5-0.

Mayor Ford read the Public Hearing Rules

PUBLIC HEARING

2. Text Amendment Case #TX-2025-01 (Council District 4)
Second Reading - Council consideration of a text amendment to amend Title 12 (Unified Development Code), Section 2.5.3 (e) and Section 2.5.3 (f) of the City of Stockbridge Code of Ordinances relating to the Downtown Village (DT) Overlay District, so as to add certain uses to the list of "Special Uses" requiring a Special Use Permit, and to remove certain uses from the list of prohibited uses to allow them to now be permitted uses, provided that certain requirements are met; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.
Presented by: Ryan Anderson, Community Development Director
Mr. Anderson reviewed the purpose of the Downtown Overlay District, presented the map of the area, gave an overview of the current permitted uses and proposed changes; and noted applicants would be required to apply for a Special Use Permit and approval from the Governing Body for approval; and noted there are current restrictions and distance requirements in place for certain businesses.

Councilmember Barber noted the Downtown Overlay District is located in Council District 4 that she represents, and requested the prohibited list include Vape Shops, Tattoo Parlors, Nail Salons, Hair Salons, Barber Shops, Package Stores, Cigar Lounges, and Convenience stores to prevent an over saturation of the same type of business in close proximity of each other; agreed with keeping the distance requirement in place, and noted the DDA (Downtown Development Authority) map did not include the Bed & Breakfast, Stockbridge Lakes within its boundaries; and asked what was driving the request for the text amendment.

Mr. Anderson referenced the three acres of land across from city hall and stated that currently, apartments are not allowed.

Councilmember Barber stated the development should meet the city's standards and code and not try to fit or accommodate the developer by saturating the area; and asked that the downtown area be developed to include entertainment and dining options.

Mr. Anderson stated that the city has a downtown study that has recommended density, and that is in conflict with the city's code.

Councilmember Barber asked if staff will be making the same requests and recommendations for the fifteen acres of city-owned land at Rock Quarry Rd. and N. Henry Blvd.

Mr. Edmondson stated that it is his understanding that the Text Amendment will bring the code in alignment with the city's Comprehensive Plan; and noted that City Council always has the option to put a moratorium in place to allow staff time to study the impact and come back with a recommendation.

Councilmember Barber recommended the Text Amendment be Tabled to the upcoming Retreat for discussion to allow Mr. Edmondson an opportunity to be brought up to speed on all of the city's plans.

Mayor Pro Tem Gantt stated that she is in favor of the Text Amendment and is not in favor of restricting convenience stores, noting the convenience stores could be part of a mixed-use development; and noted young adults are attracted to certain stores, coffee shops, and convenience stores be readily accessible, and contributes to the live, work and play environment.

Councilmember Alexander stated the downtown area has been a focus of the city since his tenure on the City Council, and that the Amphitheater is driving the influx of activity, with the city being on the right track, and credits Mr. Sylvain for opening businesses in the downtown district; and opposes a moratorium, noting there are already restrictions in place that prohibit certain businesses, and there is a distance requirement in place that keeps the area from being over saturated; does not want to kill the creativity of the downtown, referencing Avalon in Alpharetta, and Trilith in Fayetteville, and wants to encourage best in class developments; stated that Councilmember Barber did not support the 114 M L King development; and noted the Council is taking its direction and vision from the community.

Councilmember Barber stated that she does not recall opposing the 114 M L King development and stated that her concerns regarding the 114 property and others was that the real estate properties that were being sold were not being appraised, nor were they were not advertised to the public, and the properties were being sold below Fair Market Value.

Councilmember Barber recommended that the 3-acre space across from city hall remain green space, noting she is the District 4 Representative, and has requested that the new City Manager review the plans for the area, noting the 2013 plans that have been referenced should have included the Rock Quarry Rd. Extension, and suggested that the plans be reviewed and updated to include infrastructure with an investment in new roads to accommodate all of the growth that has taken place in District 4 with nine council-approved developments; and stated there does not need to be another mixed-use development squeezed onto a 3-acre lot, but rather there needs to be a pause to move forward with a planned vision. Councilmember Barber stated that she wants business owners and residents to know that she plans to address the infrastructure needs that may impact the community, and will make sure there is adequate parking; and noted there are already two convenience stores across from each other at the corner of Rock Quarry Rd. and N. Henry Blvd., and another convenience store across from Gardner Park on East Atlanta Rd., and suggested the Council revisit this Text Amendment request at the upcoming Retreat in September.

Councilmember Berry suggested everyone step back and pause, noting the downtown district has been overlooked for a long time with no character, and that there needs to be a central gathering place in the city; noted both recommendations are true, there needs to be development in the downtown, and there needs to be green space in the downtown, and that there needs to be a strategy about doing it; noted that members need to listen and hear what each other is saying, and mix it together and make gumbo so that every piece of the culture can get a piece of it; noted that when everyone can get beyond their pride and egos, and do the that work, you will truly be serving the community and giving them what they need; noting that when you drive down Hwy. 138, the question remains, where is the downtown, the beacon of light that lets you know that you are in Stockbridge; and that members of Council need to collaborate and communicate and foster as sense of community that will make everybody proud; noted the city does not need to press pause right now, as he has been on the City Council one and a half years and been waiting for things to come forward, and does not want another meeting or another set of drawings, or another plan, but rather wants to see the ideas that of all members that have been already expressed put together and move things forward with action, and create the best downtown in the south.

Mayor Pro Tem Gantt agreed, stating it is her desire to see dirt moving, and that there is an infrastructure plan, and also a master trail plan that starts in the downtown, along with a sidewalk plan; thanked Mr. Anderson and the Community Development team for laying the groundwork by bringing these recommendations forward so that the plans can be implemented, which can be discussed at the Retreat; and noted this text amendment is a tool for the city to determine what businesses can and cannot come in; noted there have been several studies done with community input; and agrees it is time to get things started.

Councilmember Alexander agreed stating he wants to get something done and hears about it during the DDA and Main Street meetings; noted the city has spent millions of dollars on stormwater infrastructure around the Amphitheater project, \$3 million dollars around city hall, a turning lane on East Atlanta Rd. with streetlights and noted Mr. Edmondson has been charged with moving the Alleyway project forward.

Councilmember Barber requested the prohibited uses that she named be included in the list presented by Mr. Anderson as a condition, if the Council is amenable, and also asked that the Rock Quarry Rd. Extension be moved up on the city's priority list, and does not want to keep building in one concentrated area near the Amphitheater, noting the downtown extends further than just the Amphitheater and includes the fifteen acres of land at the intersection of Rock Quarry Rd. and North Henry Blvd. and expands beyond Gardner Park, and all of these areas need development and improvement to the infrastructure and should also be a priority, not just centralized around the Amphitheater.

Mr. Anderson stated intent of the Text Amendment is to line up the UDC with the city's Zoning Ordinance, noting that otherwise the studies and plans that the city has paid for cannot be implemented because there is conflict with the Code.

Mr. Edmondson noted that this Text Amendment is being more restrictive, and applicants will be required to obtain a Special Use Permit for Council approval.

Councilmember Barber noted that her intent is to place the restrictions in the Code, specifically convenience stores, and therefore the applicant would not need to make a request.

Mr. Edmondson noted that although a prohibited use may be in place, an applicant can always have the option to make a request for a Special Use Permit which must be approved by the Governing Body.

Councilmember Barber asked what the purpose is of having a list of prohibited uses if a Special Use Permit can still be made for prohibited businesses.

Mr. Edmondson noted the applicant can make the request to the Governing Body, and it does not mean that it will be approved; noting the list makes staff aware of the prohibited businesses used for their day to day processes and operations, and flags matters that must go before a board for recommendation for approval along with staff recommendations and approval, before coming before the City Council for the final vote.

Councilmember Barber asked that the list of prohibited uses be added to the list for day-to-day processes and operations to include Convenience Stores, Vape Shops, Tattoo Parlors, Nail Salons, Hair Salons, Barber Shops, Package Stores, and Storage Facilities.

Mr. Edmondson noted following the public hearing, the motion can be made as is or to include those prohibited and restricted items.

Public Hearing was Opened.

Speakers in Favor: Ms. Karen Singh and Mr. Jayden Williams

Speakers Opposed: Ms. Karen Charmaine

Public Hearing was Closed.

Councilmember Alexander made a motion to approve Text Amendment # TX-2025-01 as recommended by staff, noting the new Vape Shop on North Henry Blvd. should not have been allowed in the PMU, and is prohibited along major highways.

Mr. Anderson stated the business is a convenience store that sells tobacco products and will recommend a change in the businesses' signage; and noted legislation is in the works.

Councilmember Alexander stated he does not agree with the restriction of the Hookah Bar and Cigar Lounges; and noted convenience stores would be required to come to the City Council for a Special Use Permit.

Mr. Edmondson stated that a moratorium is used when there are gaps in legislation being in place, so that applications don't slip through while legislation is in process.

Councilmember Alexander noted that with approval of the Text Amendment, a convenience store would need Council Approval of a Special Use Permit, and without approval of the Text Amendment they would not.

Mr. Edmondson confirmed.

Councilmember Alexander made a motion to approve Text Amendment TX-2025-01 as recommended by staff and does not support restrictions of Hookah and Cigar Lounges in the entertainment district.

Councilmember Barber noted the Text Amendment request is for the district that she represents, and that the City Council has shown a pattern of approving matters within her district, noting there does not need to be another package store or convenience store in District 4, as those businesses will not attract people to the downtown and that to garner her support, the motion needs to include all of the restrictions she has named, and requested the motion be amended by Councilmember Alexander to include the restrictions and prohibited uses, and the distance requirement remain in place.

Mr. Edmondson stated those businesses can be added to the Special Use Permit List.

Councilmember Alexander stated the distance requirement already restricts those businesses, and any other businesses not in the distance requirement has to come to the Council for approval; however, he does agree with adding the Storage Facilities to the use and wants to exclude Cigar Lounges in the Entertainment District which will require a Special Use Permit.

Mayor Pro Tem Gantt noted Storage Facilities are not zoned for the Downtown Overlay District.

Councilmember Alexander stated those businesses are already covered.

Mr. Edmondson stated that if the businesses are already covered, then it doesn't hurt anything to name them.

Councilmember Alexander amended his motion to approve Text Amendment TX-2025-01 to include listing the prohibited uses:

Councilmember Barber read the suggested businesses to include in the motion: Car Repair Shops Tires Shops, Convenience Stores, Nail Salons, Barber Shops, Package Stores, Hookah Bars, Vape Shops, Hair Salons, Storage Facilities, and Tattoo Shops.

Councilmember Alexander agreed with adding to the motion the prohibited businesses as presented by Councilmember Barber, noting any of those uses would require a Special Use Permit to be approved by the City Council; Mayor Pro Tem Gantt seconded the motion. The motion passed unanimously 5-0.

3. TEXT AMENDMENT CASE #TX-2025-02. (Citywide.) SECOND READING
Council consideration of a text amendment to amend the City of Stockbridge Code of Ordinances to create a new section to establish supplemental use standards for personal care homes for one to six unrelated adults; to identify zoning districts where such uses are permitted by special use permit; to establish compliance, operational, and development standards; to amend the home occupation section; and for other purposes.

Presented by Ryan Anderson, Community Development Director
The Application was withdrawn at the Applicant's Request.

Mr. Anderson noted this is the Second Reading for the Text Amendment 2025-02, and that the request is due to the conflict between the city's Code of Ordinance and the Unified Development Code, and the amendment will remedy the conflict and put regulations in place for Personal Care Homes in the City of Stockbridge.

Mr. Anderson reviewed the Definitions, Regulatory Use, Code of Ordinances, Development Standards, Use Standards, Compliance Requirements, Security, Annual Permits Required, Procedures for Permit Denials & Revocations, Occupational Tax Certificate Issuance, and the city's Unified Development Code.

Public Hearing was Opened.
No Speakers in Favor
Speakers Opposed
Public Hearing was Closed.

Mr. Edmondson recommended a Generator be added as a Condition.

Councilmember Barber proposed the distance requirement change from 1500 feet to five miles.

Mr. Edmondson noted the restrictions placed in the Personal Care Home language are reasonable, and that the applicant is already looking at around \$100,000 to bring the home into compliance with the proposed conditions, noting any additional requests from other applicants will require a Special Use Permit to come before the Governing Body for approval.

Councilmember Barber stated she would compromise with a two-mile distance requirement and therefore does not want the neighborhoods saturated with Personal Care Homes, and requested the home have quality fencing such as wrought iron or something similar.

Mayor Pro Tem Gantt stated she was okay with the one-mile distance requirement that is in place for other types of businesses in the city, noting there is a requirement of one acre; and asked how many bedrooms are required.

Mr. Edmondson noted the facility must be in compliance with State code and regulations to operate.

Councilmember Alexander stated he is okay with the one-mile distance requirement and needs to know if the parking requirements are adequate, and ADA compliant; and asked who the client will be.

Mr. Anderson noted the residents are expected to be disabled individuals, disabled veterans and seniors who require assistance.

Councilmember Barber stated all the other Districts in the City have HOA's where Personal Care Homes are prohibited, and that 95% of District 4 is comprised of neighborhoods that don't have HOA subdivisions, meaning a Personal Care Home would be allowed every 1500 feet, and that is why the request is made for a two-mile distance requirement.

Councilmember Barber motioned to approve Text Amendment No. TX-2025-02 with staff recommendations with the distance requirement of two square miles distance requirement and require a generator. The motion failed for lack of a second.

Councilmember Berry asked Councilmember Barber if the motion could be amended to one square mile, noting Personal Care Homes are very much needed for a vulnerable population and does not want to come across as

being too restrictive, understanding that we don't want to have an abundance of the facilities, and also does not want it to appear as though Stockbridge is too harsh towards a very vulnerable population of people.

Councilmember Barber stood by the motion with the two-mile distance requirement and generator.

Councilmember Alexander motioned to approve Text Amendment #TX-2025-02 with staff recommendations with a one-mile distance requirement and generator; seconded by Mayor Pro Tem Gantt. The motion passed 3-0-2 (Alexander/Berry/Gantt Approved) (Barber/Thomas Abstained). Councilmember Barber stated her abstention for the Text Amendment noting Personal Care Homes mostly affect District 4, her District, and that the other City Council Districts have HOA's or apartments that prohibit Personal Care Homes and stated that she prefers that wrought iron fencing to be a requirement.

4. Special Use Permit Case #SP-2024-03. (Council District 4.)

Consideration of a request for a Special Use Permit to allow a personal care home to operate on property at 270 Shields Road, within an existing single-family detached residence. Applicant/Agent: Shona John. The property is located in Land Lot 70 of District 12, and it contains 1.47 +/- acres.

Presented by: Ryan Anderson, Community Development Director
Mr. Anderson noted because the City Council has approved Text Amendment TX-2025-02, staff recommends approval of the Special Use Permit with the applicant meeting all of the requirements.

Attorney Michele Battle of Battle Law, who represents the applicant, noted the fact that there are no Personal Care Homes in the City of Stockbridge; noted that she also runs a non-profit for adults who cannot care for themselves. Attorney Battle spoke about the needs of those who are vulnerable to have a place such as a Personal Care Home is critical, noting none of us knows if we ourselves, or anyone from our families will be in need of care from this type of facility, and asked the members of Council to consider that, and not who will be a resident, the number of bedrooms or fencing, but to rather focus on the needs of the community.

Attorney Battle noted there are State regulations already in place that would apply to this Personal Care Home, and that this facility meets those requirements; noted the request is properly zoned and will employ two full-time staff personnel, and the residents will primarily be seniors.

The applicant, Ms. Shona John, noted that the State has visited the home and noted she complies and has met all the requirements and wants to serve the community.

Mayor Ford noted he drove by the location and noticed there is not a fence around the property.

Ms. John stated the property is fenced on three sides - both sides and the rear.

Mr. Anderson noted a business license will not be issued until they are in full compliance.

Councilmember Barber noted she is the City Council representative for District 4.

Mayor Pro Tem Gantt thanked Attorney Battle for her truth and noted the Personal Care Homes are regulated by the State and supports the Special Use Permit.

Councilmember Berry stated that there are times where we tend to over politicize, and that we have the ability to serve and see people and to the simplest things for the elderly, mentally ill, and the sick, and to foster to the most vulnerable of our population; and stated that you cannot expect grace when you don't give grace.

Ms. John stated that the stipulations that have been placed by the City for Personal Care Homes will be a challenge, financially, and asked if the stipulations that were just approved by the City Council apply to her location in order for her to move forward, noting she previously had a Personal Care Home in Riverdale, GA, and asked if she has to comply with the stipulations the City of Stockbridge has just approved, or is the approval for those applications going forward; noting that when she applied for Zoning, those stipulations and requirements were not in place, including the request for additional parking, and the State was not requiring.

Mr. Anderson stated that in order to be exempt from the requirements, he would need a legal opinion from the City's Zoning Attorney, and that his understanding is that when the applicant applied, there was no permitted use in place, and that the law to allow the Permitted Use was just approved during this meeting, and that for him, that means everyone would need to be in compliance with the approved law.

Councilmember Berry asked Ms. John what part of the guidelines or law are problematic for her.

Attorney Battle stated that Ms. John applied for a Land Use Permit based on the Ordinance that was in place at the time, and that the City of Stockbridge did not have in place an Ordinance for regulations to issue a business license, therefore the question to the city's legal counsel, technically, the applicant applied before the stipulations and requirements were put into place.

Mr. Anderson stated that he needs to confer with the City's Zoning Attorney and does not want to put the city in a liability situation as it relates to health and wellness.

Attorney Washington stated that the applicant has vested rights for what she has applied for up to this point for a business license because what the City Council just approved affects business licenses this year, and that because she has her application in, the applicant would be grandfathered in to the process up to that point, but if she does not get it this go round, it would apply for her next go round.

Attorney Washington restated his legal option stating that because the applicant has applied, she is grandfathered under what she applied under, so if the applicant completes everything now, then she is fine, and when it rolls back around and she has not, then the new Ordinance and standards for the business license that the City Council just passed would kick in.

Councilmember Alexander recommended approval and allowing the applicant to comply with the stipulations within twelve months.

Mr. Edmondson stated that at a minimum, the applicant would be required to meet State Code and comply.

Public Hearing was Opened.

No Speakers in Favor

Speakers Opposed – Mr. Robert Schull

Public Hearing was Closed.

Councilmember Barber noted that she is in full support of Personal Care Homes, noted there are unique needs in District 4, considering most of the homes are in established neighborhoods and many are the city's legacy residents, and there is also a safety concern of the pond directly across the street from the Personal Care Home and is not fully fenced; and noted the Personal Care Home location is also not fully fenced, and that presents a safety concern as well; and noted the Personal Care Home location is on Shields Road where there are no sidewalks or curb & gutter along the roadway and has great safety concerns for the area, and questioned why she has to continuously fight for the safety concerns and the needs of the residents of District 4; noted there is no HOA in place and Shields Road was addressed earlier in public comments regarding speeding issues that have been brought to the Council several times; reiterated that she supports Personal Care Homes, however, the safety concerns need to be addressed; and asked Mr. Edmondson what is needed from her to ensure that the residents along Shields Road will be safe.

Attorney Battle stated that none of the residents will have cars, most of the residents will be ambulatory, there will be staff 24/7, they will not be walking along the roadway, and that they will primarily be wheelchair bound, they will not be wandering out of the home except to go out on supervised day trips off site; and stated that a fence is not a typical in a residential context, and that a gate would be an issue.

Councilmember Barber asked if the city did not have the proper Ordinance and requirements in place a year ago with the request was made, why did it take so long to get to this point? And asked why District 4 continues to be politicized and asked what needs to be done regarding Personal Care Homes.

Mr. Edmondson stated that going forward, applicants will be required to adhere to the rules that are in place, and that staff will be more engaged. Councilmember Barber made a motion to approve Special Use Permit #SP-2024-03; seconded by Councilmember Alexander. The motion passed unanimously 5-0.

NEW BUSINESS

5. The Stockbridge Municipal Court is offering an amnesty program for individuals with outstanding traffic violation cases. The program specifically waives failure-to-appear (FTA) arrest warrants for traffic offenses, allowing people to resolve their cases without fear of arrest. The program will run from September 1 to September 30, 2025.
Presented by: Genea Stanley, Court Administrator
Ms. Stanley made a request for the City Council to approve an Amnesty Program to take effect September 1 – September 30, 2025, and would continue annually. Ms. Stanley gave an overview of the program noting this to be an initiative offering individuals with outstanding fines, warrants, or unresolved cases an opportunity to resolve their matters for a lime time with reduced penalties and/or waived fees; noted the benefits of the program for the individuals and the court; reviewed the program structure and eligibility to participate, noting the school safety zone will not be included; noted the waived fees would be the \$100 FTA (Failure to Appear) and the \$150 Warrant Fees, and refenced the payment options; reviewed the implementation of the program via public outreach and communication; referenced other municipalities who have implemented amnesty programs, noting her research shows that courts are able to clear 5 – 25% of old citations; and summarized that implement the Amnesty Program would create a positive impact on individuals, courts and communities by giving individuals a fresh start, assisting with clearing cases from the court’s backlog and by fostering a sense of accessibility and equity within the justice system.

Motion to approve was made by Councilmember Barber; seconded by Councilmember Berry. The motion passed unanimously 5-0.

6. Council Consideration to approve the selection of an Entertainment Attorney.
Presented by: Shawn Edmondson, City Manager
Mayor Pro Tem Gantt requested the item to be heard following Executive Session.

DISCUSSION

7. Council Discussion for approval of an Ordinance to amend the Stockbridge Municipal Code Section 3.30.222 (b) Approval of Contracts and Section 3.30.223 (B) City Manager Authority, returning the spending and contracting authority to \$25,000 without City Council Approval. Councilmember member Barber stated that she made the request for this Agenda item due to the Mayor signing contracts for the Amphitheater and concerts and does not believe the discussion is now necessary under the direction of the newly hired City Manager and need to allow him the opportunity to show fiscal responsibility.

Councilmember Alexander motion to remove the item from the Agenda; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 5-0.

Councilmember Thomas exited the meeting.

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations and times are subject to change or contact City Hall offices at 770-389-7900 or visit the website www.stockbridgega.org for updates.

- Citywide Development Authority – Meetings are held on the second Tuesday of each month (unless otherwise noted) in the Levi Room at 6:00 p.m. (Aug 12)
- Community Zoning Information Meeting – Wednesday, August 13th in the City Hall Council Chamber at 6:00 p.m. (Aug 13) CANCELLED
- The Third and Final Millage Rate Public Hearing and Adoption has been rescheduled and will take place on Monday, August 18th at 10:00 a.m. – City Hall Council Chamber (Aug 18)
- Downtown Development Authority – Meetings are held on the third Tuesday of each month at the Downtown Connection Center 130 M L King Sr. Heritage Trail at 6:00 p.m. (Aug 19)
- Youth Council Advisory Committee – Meetings are held on the third Tuesday of each month – City Hall Levi Room at 6:30 p.m. (Aug 19)
- Planning Commission – Meetings are held on the third Thursday of each month at City Hall in the Council Chamber at 6:30 p.m. (Aug 21) CANCELLED
- City Council Work Session – Meeting are held on the Last Tuesday of each month at City Hall in the Council Chamber (Aug 26)

UPCOMING CITY EVENTS/INITIATIVES

- Join Main Street for the Tiny Tent Concert Series Fridays from 6pm to 8pm at the Stockbridge Connection Center, 130 M L King Sr. Heritage Trail. Bring your lawn chairs. (Weather Permitting)
- Join Councilman Thomas & Councilman Berry in partnership for the monthly Bingo Bash on Wednesday, August 20th from 10am – noon at the Merle Manders Conference Center. Lots of fun to be had by all.
- Join Mayor Pro Tem Gantt for FREE Line Dance Class on Wednesday, August 20th from 6pm – 8pm at the Merle Manders Conference Center. Bring your own fan!
- Join Mayor Anthony Ford for the monthly Meet the Mayor - Monday, August 25th from 10am – noon at City Hall. Meetings are by appointment.

- The Economic Development Department host a FREE Business Health Clinic on the 2nd Thursday of every month from 9am – 12pm at the Stockbridge Connection Center 130 M L King Sr. Heritage Trail. Check the Health of Your Business with the FREE Clinic.
- Councilman Thomas is honoring Veterans with a Continuous Salute all year long. Please send your pictures of Veterans with their name, branch, rank, and years of service.
- Join Councilman Thomas for the Don't Trash Stockbridge initiative centered around education, highlighting the causes and effects of Littering and Illegal Dumping. More information to follow.
- Sign Up for real-time alerts about severe weather, road closures and emergencies on the Regroup App. Visit the city's website or social media pages for more information on how and where to sign up. Stay Safe!
- Municipal Election Qualifying takes place Monday August 18 – Friday August 22 from 8:30am to 4:30pm (closed from 12-1). More information is available on the City Clerk's Department page on the city's website at stockbridgega.org.

Please contact Rosalynd Rawls to schedule an appointment for Meet the Mayor and for more information on Council Initiatives at 678-833-3348 or via email: rrawls@stockbridgega.org

2025 CONCERT SEASON SCHEDULE

- Saturday, August 16 – Stockbridge Jazz Festival hosted by Tommy Davidson, featuring David Benoit, Jazz Funk Soul, EFX Allstars, Chandra Currelley, Sonny Emory, Norman Brown, Jennifer Holliday, Karen Briggs, Eric Darius, and Keiko Matsui
- Saturday, August 30th – Jimmy Jam and Terry Lewis celebrating 40 years of iconic music featuring performances by Reuben Studdard, Deborah Cox, MC Lyte, Jordan Knight, Yolanda Adams, Chante Moore, Morris Day & Jerome Benton, Cherrelle, and Ann Nesby
- Saturday, September 6th & Sunday, September 7th, Southern Soul Weekend featuring King George, Tucka, West Love, Pokey Bear, TK Soul Tywaun Moore, and Tonio Armani
- Saturday, September 13th – For Lovers & Friends featuring Tank with special guest Lyfe Jennings, and Ginuwine

MAYOR'S COMMENTS

Mayor Ford noted summer has ended and asked that everyone be lookout for the students and keep our children safe; be aware of the RedSpeed cameras and noted football season is in full effect with high school games on Friday night.

Mayor Ford called for a motion to convene Executive Session for Personnel, Real Estate, Litigation and CyberSecurity.

Motion to convene Executive Session as stated was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

Motion to adjourn Executive Session and sign an Affidavit was made by Councilmember Berry; seconded by Councilmember Barber. The motion passed unanimously 4-0.

Motion to reconvene the meeting was made by was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Motion to a contract between the City of Stockbridge and Walker & Associates was made by Councilmember Berry; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

Motion to adjourn the meeting at 11:46 p.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



**MILLAGE RATE PUBLIC HEARING #1
SUMMARY MINUTES
MONDAY, AUGUST 11, 2025 10:00 A.M.**

Mayor & City Council

Mayor Anthony S. Ford At-Large
Mayor Pro Tem LaKeisha Gantt – Council District 1
Councilmember Alphonso Thomas – Council District 2
Councilmember Kyle D. Berry, Sr. – Council District 3
Councilmember Yolanda Barber – Council District 4
Councilmember Elton Alexander – Council District 5

Administration

Shawn Edmondson – City Manager
Frank Milazi – City Treasurer
Vanessa Holiday – City Clerk
Quinton Washington – City Attorney

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

Invocation by Mayor Ford at 10:06 a.m.

Invocation by: Councilmember Berry

The Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All the members were present except Mayor Pro Tem Gantt and Councilmember Thomas.

ADOPTION OF THE AGENDA

Motion to adopt the Agenda was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 3-0.

PUBLIC HEARING #1

1. Council Consideration of Millage Rate Presented by Frank Milazi, City Treasurer/CFO
Mr. Milazi noted this is the first of three Millage Rate Public Hearings; noted the home values have increased with the Tax Digest increasing from \$1.94 billion dollars to \$2.1 billion dollars or 5.6%.

Mr. Milazi noted the rollback will not be implemented, and is recommending a millage rate of 3.77, the same rate as was implemented in 2023 and 2024.

Mr. Milazi noted the city has offered its homeowners tax relief Homestead Exemption in the amount of \$10,000, with an additional exemption for residents who are age 65 and older or have septic tanks in the amount of \$15,000 for a maximum exemption of \$25,000.

Mr. Milazi noted the 3.77 millage proceeds allows for the city to continue with services for residents and businesses for Public Works, Police, Citywide Projects, Economic Development, and other operational services.

Mr. Milazi gave examples of the taxes assessed for homes with values of \$100,000 and \$300,000, and if the resident had an exemption of \$10,000 or \$25,000.

Mayor Pro Tem Gantt joined the meeting at 10:17 a.m.

Mr. Milazi noted the city's millage rate has been the same since 2023, and 2024 and that even with the homestead exemptions, the proposed millage rate for 2025 is recommended at 3.77; and noted the exemptions for the city have increased from \$24,000 (for standard exemptions such as churches and non-profits) to \$119,000; and noted the city collected \$6 million in taxes for 2023, \$7 million for 2024 and anticipates collection 7/3 million for 2025; and noted 2023 was a 100% increase because it was the first year of the millage; 2024 had an increase 4 % increase, and 2025 has an increase of 1.83% or \$131,000 overall.

Councilmember Alexander requested the number of homes in the city, and to divide the number of homes by \$131,000 for an estimate of taxes per household.

Mr. Milazi noted that he would advise on the actual number of homes, and noted the calculation would be very small compared to the services that residents are receiving.

Councilmember Alexander noted the city did not have a police department in 2022, and instead paid down the city tax with \$4 million dollars from fund balance as a rebate to citizens for public safety and adding 60+ officers on the street.

Mayor Pro Tem Gantt noted the city's Tax Digest increased due to the increased number of developments that were added in the city; and noted that the city taxes, which include sanitation and recycling services, are lower than county taxes.

Councilmember Berry noted the city needs to increase advertising of the city's homestead exemption and to make more of an effort to inform more residents about this tax-saving measure, to include the window in which homeowners are able to apply.

Mr. Milazi noted the information will go out beginning in December, and the timeframe to apply is January 1 – April 1 of each year; and noted the exemptions are exclusive to city of Stockbridge residents only.

Councilmember Barber requested the detail breakdown of the total homeowners who applied for the homestead exemption, and the number of homeowners who applied with septic.

Mr. Edmondson cautioned being able to honor the request, noting the exact information may be a challenge considering the numbers change frequently from year to year.

Mayor Ford introduced Mr. Harris, the Henry County Tax Commissioner who thanked Mr. Milazi and staff for assistance in preparing for the Millage Rate Hearings, noting this to be a challenging year with the passing of HB591 and HB92; noted the millage adopted last year for Henry County was 39.733 and 38.503 for the City of Stockbridge; and noted the school board plans to reduce the millage to 19.8, and that his office is finalizing the digest, and thanked the city for its flexibility and cooperation with the millage rate public hearing dates.

Councilmember Alexander noted the State of Georgia has committed to reducing taxes and referenced the FLOST (Floating Local Option Sales Tax) item for the November ballot, noting GMA (Georgia Municipal Association) has stated that the 1% sales tax could be used to pay down the city tax and reduce the county tax.

Mr. Harris noted the provision from HB581 allowed for cities and counties to opt in or opt out and noted that Henry County was one of thirty counties with a frozen exemption provision.

Mr. Harris referenced the Option for opting in which would equal 3% valuation, and the frozen exemption option would be capped at 0%.

Mr. Harris noted the cities and county need to choose which option would be more beneficial for the residents, noting his office is evaluating each parcel, and it looks like the vast majority of would benefit from the current frozen option; and noted the sales tax collected from the FLOST, which works similar to the SPLOST (Special Purchase Local Options Sales Tax) however, the revenue collected can only be used to benefit the homeowners with an assessed millage to further reduce their tax burden.

Councilmember Alexander noted the FLOST Referendum will be on the November ballot in 2025 and per GMA, if approved, it could eliminate the Stockbridge city tax.

Mayor Ford read the Public Hearing Rules and Procedures

Public Hearing Opened
No Speakers in Favor
No Speakers Opposed
Public Hearing was Closed.

Councilmember Alexander stated it is his desire to have the millage rate of 3.77 remain for 2025.

Mr. Milazi noted there were 1,729 total homestead applications for 2025 and 70 septic applications.

Motion to adjourn the meeting at 10:52 a.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



MILLAGE RATE PUBLIC HEARING #2 SUMMARY MINUTES MONDAY, AUGUST 11, 2025 6:30 P.M.

Mayor & City Council

Mayor Anthony S. Ford At-Large
Mayor Pro Tem LaKeisha Gantt – Council District 1
Councilmember Alphonso Thomas – Council District 2
Councilmember Kyle D. Berry, Sr. – Council District 3
Councilmember Yolanda Barber – Council District 4
Councilmember Elton Alexander – Council District 5

Administration

Shawn Edmondson – City Manager
Frank Milazi – City Treasurer
Vanessa Holiday – City Clerk
Quinton Washington – City Attorney

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

Invocation by Mayor Ford at 6:30 p.m.

Invocation by: Mayor Pro Tem Gantt

The Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All the members were present except Councilmember Berry and Councilmember Thomas.

ADOPTION OF THE AGENDA

Motion to adopt the Agenda was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 3-0.

PUBLIC HEARING #2

1. Council Consideration of Millage Rate
Presented by Frank Milazi, City Treasurer/CFO
Mr. Milazi noted this is the second of three Millage Rate Public Hearings; noted the millage rate is based on the Fair Market Value of homes, set annually by the

Governing Body, and the tax is based on the assessed value; noting the values of properties can increase or decrease.

Mr. Milazi noted home values in the city have increased with the Tax Digest increasing from \$1.94 billion dollars to \$2.1 billion dollars or 5.6%, noting new developments in the city, and noted that if you were to sell your home today, you would receive a greater profit because home values have increased.

Mr. Milazi noted the rollback will not be implemented, and is recommending a millage rate of 3.77, the same rate for three consecutive years.

Mr. Milazi noted the city has offered its homeowners tax relief Homestead Exemption in the amount of \$10,000, with an additional exemption for residents who are age 65 and older or have septic tanks in the amount of \$15,000 for a maximum exemption of \$25,000, and reminded homeowners who have not applied for the homestead exemption to apply between January 1 and April 1, 2026.

Mr. Milazi noted the 3.77 millage proceeds allows for the city to continue with services for residents and businesses for Public Works, Police, Citywide Projects, Economic Development, and other operational services.

Mr. Milazi gave examples of the taxes assessed for homes with values of \$100,000 and \$300,000, and if the resident had an exemption of \$10,000 or \$25,000.

Mayor Pro Tem Gantt joined the meeting at 10:17 a.m.

Mr. Milazi noted the city's millage rate has been the same since 2023, and 2024 and that even with the homestead exemptions, the proposed millage rate for 2025 is recommended at 3.77; and noted the exemptions for the city have increased from \$24,000 (for standard exemptions such as churches and non-profits) to \$119,000; and noted the city collected \$6 million in taxes for 2023, \$7 million for 2024 and anticipates collection 7/3 million for 2025; and noted 2023 was a 100% increase because it was the first year of the millage; 2024 had an increase 4 % increase, and 2025 has an increase of 1.83% or \$131,000 overall.

Mayor Pro Tem Gantt noted that it was a consensus of the City Council that the millage rate will remain the same at 3.77, and that taxes are lower than unincorporated Henry County, and that while the value of the homes has increased, the millage rate will remain the same, noting an increase of development throughout the city.

Mayor Ford noted the final adoption of the millage rate will take place on Monday, August 18th at 10:00 a.m. following the third public hearing.

Councilmember Barber asked Mr. Milazi to cite the breakdown of homestead exemption applications as referenced in the first public hearing.

Mr. Milazi noted there were 1,729 total homestead applications for 2025 and 70 septic applications, noting there were no rejected applications, and noted unincorporated Henry County residents do not qualify for the City of Stockbridge

homestead exemption, although they may have a Stockbridge address, noting they must be city of Stockbridge taxpaying residents.

Councilmember Berry arrived at 6:54 p.m.

Councilmember Alexander noted that with the \$131,000 increase, on an average \$300,000 home, the estimated net tax increase is around \$7.58 per household, and that the FLOST, if approved by the voters would be a tax savings.

Councilmember Alexander noted the city did not have a police department in 2022, and instead paid down the city tax with \$4 million dollars from fund balance as a rebate to citizens for public safety and adding 60+ officers on the street.

Councilmember Berry noted as previously stated during the 10 a.m. meeting earlier, the city needs to increase advertising of the city's homestead exemption so that others, who have not applied, can take advantage of tax savings.

Mr. Milazi noted that he would advise on the actual number of homes, and noted the calculation would be very small compared to the services that residents are receiving.

Mr. Edmondson noted that other municipalities are implementing millage rate increases and commends the Governing Body for the bold move of smart growth and building smart with a strong foundation and keeping the residents in mind with regard to keeping the millage rate the same.

Mr. Harris noted the FLOST (Floating Local Option Sales Tax) is tied to the CPI (Consumer Price Index), and that the County and four cities opted in; noted the FLOST is similar to SPLOST, and that all of the revenue must go toward the reduction of the millage rate; noted the school board opted out, however, the school board is not required to opt in for the county and cities to move forward.

Councilmember Alexander noted that 60% of the taxes assessed are from the school board.

Mr. Harris confirmed, and noted the school board has proposed a millage reduction from 20 mils to 19.8 mils; and noted the county's frozen exemption does not apply to the school board's portion of county taxes, however, the school board does have exemptions based on age.

Councilmember Barber stated that when the millage rate was originally adopted in 2023, she was told how the millage rate would be used, noting the police department and public works do not consume of the 3.77 millage revenue; and stated that the 3.77 revenue should not go toward the operations of the

Amphitheater, and that the revenue should only go towards the essential operations of the city; and noted the presentation from the City Treasurer does not show a breakdown of how the 3.77 revenues will be distributed or how the funds will be used.

Mayor Ford read the Public Hearing Rules

Public Hearing Opened

No Speakers in Favor

No Speakers Opposed

Public Hearing was Closed.

Motion to adjourn the meeting at 7:15 p.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



MILLAGE RATE PUBLIC HEARING #3 SUMMARY MINUTES MONDAY, AUGUST 18, 2025 10:00 A.M.

Mayor & City Council

Mayor Anthony S. Ford At-Large
Mayor Pro Tem LaKeisha Gantt – Council District 1
Councilmember Alphonso Thomas – Council District 2
Councilmember Kyle D. Berry, Sr. – Council District 3
Councilmember Yolanda Barber – Council District 4
Councilmember Elton Alexander – Council District 5

Administration

Shawn Edmondson – City Manager
Frank Milazi – City Treasurer
Vanessa Holiday – City Clerk
Quinton Washington – City Attorney

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

Invocation by Mayor Ford at 10:00 a.m.

Invocation by: Ms. Judy Neal

The Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All the members were present except Councilmember Berry and Councilmember Thomas.

ADOPTION OF THE AGENDA

Motion to adopt the Agenda was made by Councilmember Alexander; seconded by Councilmember Barber. The motion passed unanimously 3-0.

PUBLIC HEARING #3

1. Council Consideration of Millage Rate
Presented by Frank Milazi, City Treasurer/CFO
Mr. Milazi noted this is the third and final of the 2025 Millage Rate Public Hearings where the City Council will be asked to adopt the millage rate following the public hearing.

Mr. Milazi noted the millage rate is based on the Fair Market Value of homes, set annually by the Governing Body, and the tax is based on the assessed value.

Councilmember Berry joined the meeting at 10:03 a.m.

Mr. Milazi noted home values in the city have increased with the Tax Digest increasing from \$1.94 billion dollars to \$2.1 billion dollars or 5.6%, noting new developments in the city, and noted that if you were to sell your home today, you would receive a greater profit because home values have increased; and noted the proposed millage rate is 3.77, the same rate for three consecutive years.

Mr. Milazi noted the city has offered its homeowners tax relief Homestead Exemption in the amount of \$10,000, with an additional exemption for residents who are age 65 and older or have septic tanks in the amount of \$15,000 for a maximum exemption of \$25,000.

Mr. Milazi noted the 3.77 millage proceeds allows the city to continue with services for residents and businesses for Public Works, Police, Citywide Projects, Economic Development, and other operational services.

Mr. Milazi gave examples of the taxes assessed for homes with values of \$100,000 and \$300,000, and if the resident had an exemption of \$10,000 or \$25,000.

Mr. Milazi referenced the city's Tax Digest and 5-year history of levies the \$119,100.56 represents homeowners who are receiving the homestead exemptions, and noted the next enrollment period to apply for exemptions is January 1 – April 1 of 2026, noting in 2023 there was a 100% increase because it was the first year of the millage; 2024 had an increase 4% increase, and 2025 has an increase of 1.83% or \$131,000 overall, and equates to approximately \$7.00 per homeowner.

Councilmember Barber noted the city caps the exemptions at \$25,000 and asked what the city can do locally to allow citizens to receive the standard \$10,000 exemption, the \$15,000 exemption for age 65+ and the \$15,000 exemption for residents on septic, for a total exemption of \$40,000, and would like to have a discussion at the Retreat for Council to consider implementing.

Mr. Edmondson noted the County offers exemptions such as veterans and disability, and that the Governing Body always has the discretion of setting exemptions.

Councilmember Alexander stated that most Stockbridge residents receive water from the Henry County Water Authority.

Mr. Harris thanked the Council and staff for being cooperative and flexible, noting there were some challenges this year based on the new legislation, noting many of the local municipalities are adopting their millage rate over the next couple of days.

Councilmember Alexander noted the City Council approved a FLOST Resolution that was passed by the City Council and asked Mr. Harris to provide an update on the FLOST.

Mr. Harris noted the FLOST (Floating Local Option Sales Tax) is a provision of HB581 allows all members who opted in to be eligible to participate in FLOST; noted the County and four cities opted in whereas the collection is in ½ cent increments up to one cent, and is similar to SPLOST with funding going toward projects, however, all of the revenue collected from FLOST must go toward the reduction of the millage rate; noted the school board opted out, however, the school board is not required to opt in for the county and cities to move forward; and noted the County and the four cities are currently in negotiations to determine the distributions; noted the law mandates that all revenues collected by the FLOST must go toward the reduction of property taxes, and if approved by the voter on the November 2025 ballot, collections would begin in 2026 and will be applied in 2027, will be a strong tool for everyone to utilize.

Mayor Ford read the Public Hearing Rules

Public Hearing Opened
No Speakers in Favor
No Speakers Opposed
Public Hearing was Closed.

Motion to adopt the millage rate at 3.77 was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

Motion to adjourn the meeting at 10:36 a.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



**SPECIAL CALLED FLOST MEETING
SUMMARY MINUTES
MONDAY, AUGUST 18, 2025 9:00 A.M.**

Mayor & City Council

Mayor Anthony S. Ford At-Large
Mayor Pro Tem LaKeisha Gantt – Council District 1
Councilmember Alphonso Thomas – Council District 2
Councilmember Kyle D. Berry, Sr. – Council District 3
Councilmember Yolanda Barber – Council District 4
Councilmember Elton Alexander – Council District 5

Administration

Shawn Edmondson – City Manager
Frank Milazi – City Treasurer
Vanessa Holiday – City Clerk
Quinton Washington – City Attorney
Megan McCullough – Associate Attorney

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

Invocation by Mayor Ford at 9:26 a.m.

Invocation by: Mayor Ford

The Pledge of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All the members were present except Councilmember Berry and Councilmember Thomas.

ADOPTION OF THE AGENDA

Motion to adopt the Agenda was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 3-0.

NEW BUSINESS

1. Council Consideration to approve a Resolution Encouraging the Obtainability of FLOST Tax Relief and Collaboration Between Henry County and its Respective Cities. Presented by: Shawn Edmondson, City Manager

Mr. Edmondson noted the City Managers and Finance Directors from each of the cities, along with the County's Administration and Finance Team met over the last several weeks negotiating FLOST (Floating Local Option Sales Tax) with

substantive conversations regarding the collection and distribution; noted the FLOST is a dedicated sales tax with restricted use that can only be collected and used to lower the millage rate for homeowners; and noted the cities are in agreement of using the LOST (Local Option Sales Tax) model, while a consultant hired by the county recommended a different model; noted each city is aware of the county's position.

Mayor Ford noted the Resolution is the first step and will require voter's approval in favor of the FLOST Referendum on the November ballot.

Mr. Edmondson noted the Resolution formalizes the city's desire to adopt the LOST model, to be submitted to the Board of Commissioners, with the hope that the County will also adopt the Resolution in agreement.

Councilmember Alexander thanked the legislatures for the FLOST measure, noting this is an opportunity to reduce property taxes to the homeowners, and noted during the recent Municipal Dinner, there was a spirit of collaboration to get this done for the homeowners in the county and in each of the cities; noted GMA (Georgia Municipal Association) has made an assessment that should FLOST be approved by the voters, cities could reduce property taxes to the homeowners, and in some cases, have the taxes eliminated.

Mayor Pro Tem Gantt noted she sees the calculations as fair and agrees with the Resolution.

Motion to approve the Resolution Encouraging the Obtainability of FLOST Tax Relief and Collaboration Between Henry County and its Respective Cities was made by Councilmember Barber; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

Motion to adjourn the meeting at 9:48 a.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 26, 2025

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Consent Agenda

DEPARTMENT: Office of the City Clerk

ITEM/PROJECT/EVENT:

Approval of the Early Voting Location, Dates and Time as approved by the Henry County Elections Board on August 19, 2025

BACKGROUND INFORMATION:

Approval of the Early Voting Time Monday—Friday: October 14—October 31, 2025 7am—7pm

Approval of the Early Voting Time Saturday, October 18 and October 25 9am—5pm

Approval of the Early Voting Time Sunday, October 19 1pm—5pm

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT:

ATTACHMENTS:

ITEM/PROJECT/EVENT: (Continued)

EARLY VOTING DATES AND TIMES for the General/Municipal November 4, 2025, Election

BACKGROUND INFORMATION:

Early Voting Polling Locations:

Heritage Park Recreation Center at 99 Lake Dow Rd, McDonough

Merle Manders Conference Center at 111 Davis Rd, Stockbridge

Fortson (Hampton) Public Library at 61 McDonough St., Hampton

Locust Grove Public Library at 115 M.L.K. Jr. Blvd, Locust Grove

J.P. Moseley Recreation Center at 1041 Millers Mill Rd, Stockbridge

Fairview Recreation Center at 35 Austin Rd, Stockbridge

EARLY VOTING DATES AND TIMES for the General/Municipal November 4, 2025, Election

Early Voting Polling Locations:

Heritage Park Recreation Center at 99 Lake Dow Rd, McDonough
Merle Manders Conference Center at 111 Davis Rd, Stockbridge
Fortson (Hampton) Public Library at 61 McDonough St., Hampton
Locust Grove Public Library at 115 M.L.K. Jr. Blvd, Locust Grove
J.P. Moseley Recreation Center at 1041 Millers Mill Rd, Stockbridge
Fairview Recreation Center at 35 Austin Rd, Stockbridge

Early Voting Dates and Times:

Tuesday, October 14 th – Friday, October 17 th	7:00 am - 7:00 pm
Saturday, October 18 th	9:00 am - 5:00 pm
Sunday, October 19 th	1:00 pm - 5:00 pm
Monday, October 20 th – Friday, October 24 th	7:00 am - 7:00 pm
Saturday, October 25 th	9:00 am - 5:00 pm
Monday, October 27 th – Friday, October 31 st	7:00 am - 7:00 pm



City of Stockbridge

AGENDA ITEM

MEETING DATE

July 14, 2025

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

REQUEST FOR PROPOSAL (RFP) NO. 2021-0004 – LANDSCAPE MAINTENANCE SERVICES, YELLOWSTONE LANDSCAPE, LLC

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2021-0004, Landscape Maintenance Services with Yellowstone Landscape, LLC.

The initial Contract was approved by Council on September 28, 2021, for an estimated annual amount of \$250,000.00. On December 14, 2021, Resolution No. R21-1382, the City Council approved an increase in the amount of \$50,000.00, bringing the annual total amount to \$300,000.00. On May 30, 2023, Resolution No. R23-1570, Council approved the landscape maintenance project with Yellowstone for general maintenance and grass cutting in the amount of \$327,216.00 from the FY2024 budget.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$350,000.00

ATTACHMENTS:

This agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion. The contract expires on September 30, 2025. This is the fourth and final renewal.

STAFF RECOMMENDATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposal (RFP) Number 2021-0004, Landscape Maintenance Services with Yellowstone Landscape, LLC, and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Landscape Maintenance Services scope of services to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

- Maintenance of turf and ground cover areas, mowing and edging.
- Removal of litter and debris from turf, planter beds, fence lines and street curbs.
- Pruning of trees and shrubs.
- Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
- Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
- Replacement of plant material.

The Public Works Department has determined that Yellowstone Landscape – Southeast, LLC., is performing all work in accordance with the contract requirements and is providing quality city to the City.

The Public Works Department is requesting a contract renewal through September 30, 2026.

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

Fiscal Impact: Funds will be provided from account number 100-15650-522219 (Landscaping) in the Government Buildings budget.



CONTRACT RENEWAL EVALUATION FORM

Date: April 29, 2025

To: Decius Aaron, Public Works Director

From: Wanda J. Cooley, Contract Specialist
Email: Wcooley@stockbridgega.org

Subject: RFP No. 2021-0004, Landscaping Services with Yellowstone Landscape, LLC

It is time to review the option to renew the Contract No RFP No. 2021-0004 – with Yellowstone Landscape, LLC, which ends September 30, 2025. This is the fourth (4th) and final optional renewal.

Please indicate your recommendation as to exercising the option to renew below by providing the department head's signature. Return to Wanda J. Cooley Procurement Department no later than Wednesday 5, 2025, 4:00PM.

If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please explain briefly.

Section 1: Renewal

Approve Option:

Decius T. Aaron
(signature)

4 / 29 / 2025
mm dd yyyy

Disapprove Option:

_____/_____/_____
mm dd yyyy

Amount Budgeted for Option Year: \$ 300,000.00

Account#: 100-42200-522000

Department Head:

Decius T. Aaron
(signature)

Section 2: Contractors Evaluation**YES****NO****N/A**

1. Contractor performed all work in
Conformance with the Contract
Requirements?

X

2. Contractor was responsive and
Professional?

X

3. Are you satisfied with the quality of
the work performed by the Contractor?

X

4. Did the Contractor anticipate your needs
And provide value-added services beyond
The scope/requirements of the Contract?

X

Comments: Yellowstone Landscape has done an excellent job maintaining the landscaping

around the City's facilities and are always responsive to the City's requests

.....

For Approval:

City Manager/Mayor signature

_____/_____/_____
Date approved:



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Agreement
prepared for

CITY OF STOCKBRIDGE

Not yet submitted

Lindell Miller
Procurement Manager
City of Stockbridge

4640 North Henry Boulevard,
Stockbridge, GA 30281

PROJECT DETAILS

CLIENT NAME: City of Stockbridge

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

PROPERTY CONTACT: Decius Aaron

PROPERTY CONTACT EMAIL: daaron@cityofstockbridge-ga.gov

PROPERTY CONTACT PHONE: 678-373-6765

CONTRACT EFFECTIVE DATE: 10-1-2021

CONTRACT EXPIRATION DATE: 9-30-2022

INITIAL TERM: One Year

PROPERTY NAME: City of Stockbridge

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

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

YELLOWSTONE CONTACT: Business Development Manager

YELLOWSTONE CONTACT EMAIL: rmangham@yellowstonelandscape.com

YELLOWSTONE CONTACT PHONE: 678.794.8744

YELLOWSTONE SCOPE OF SERVICES: The Client agrees to engage Yellowstone Landscape to provide the services and work as described in attachment A as Option II. Option II scope supersedes original scope in the RFP.

AGREEMENT

COMPENSATION SCHEDULE:

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

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

Presented by: Yellowstone Landscape

Accepted by: City of Stockbridge

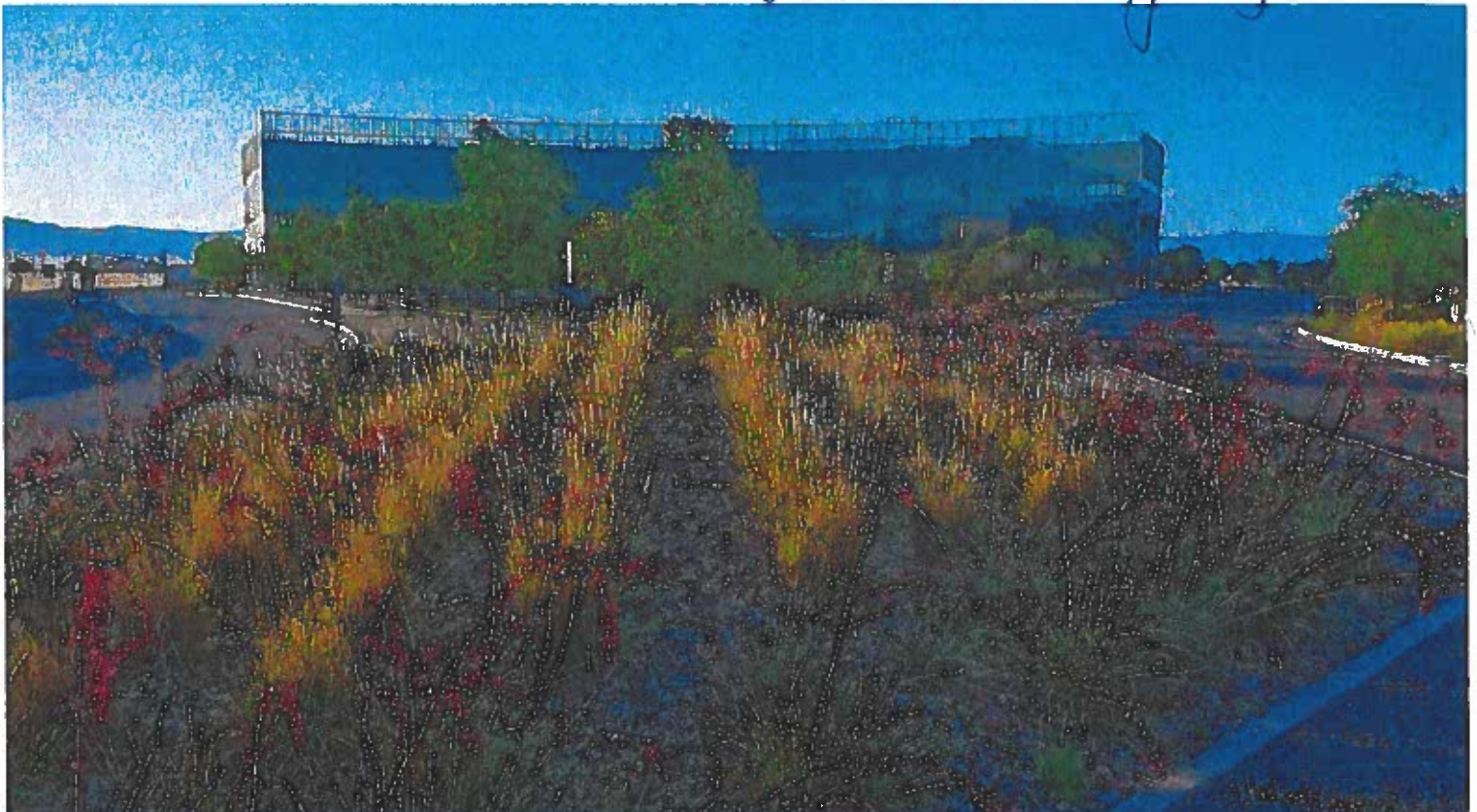


Printed Name: Christopher Adornetti, Officer
Date: Not yet accepted



Printed Name: Anthony S. Ford
Date: Not yet accepted

Mayor 10-1-2021
Vanessa Holiday City Clerk



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties. The terms and conditions of RFP 2021-0004 (Landscape Maintenance Services) are expressly incorporated herein and a part of this Agreement.

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

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

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

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

Agreement Renewal: This contract shall renew for up four (4) additional periods of one year each and shall be renewed only upon the City of Stockbridge providing written notice to Yellowstone that the City intends to exercise such renewal. The parties shall negotiate price increases, if any, for any such renewal term.

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

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

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

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

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

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

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

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

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

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

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

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

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

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

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

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

**STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE**

RESOLUTION NO. R24-1713

**A RESOLUTION TO APPROVE RENEWAL OF REQUEST FOR
PROPOSAL (RFP) 2021-0004 FOR LANDSCAPING SERVICES WITH
YELLOWSTONE LANDSCAPE, LLC.**

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

WHEREAS, the Department of Public Works seeks Council approval to renew the competitive solicited contract pursuant to (RFP) 2021-0004, with Yellowstone Landscape, LLC for landscaping services in the amount of three-hundred and fifty thousand dollars (\$350,000.00), from September 30, 2024 – September 30, 2025, with one renewal period at the sole discretion of the City; and,

WHEREAS, the Yellowstone Landscape, LLC contract provides landscaping services to include but not limited to maintenance of turf and ground cover areas; mowing and edging; removal of litter and debris from turf, planter beds, fence lines and street curbs; pruning of trees and shrubs; application of chemical agents to control weeds, plant disease and insects; monthly inspection and maintenance of irrigation systems by a verified licensed irrigator; and replacement of plant material; as detailed in Exhibit A; and,

WHEREAS, the initial contract with Yellowstone Landscape, LLC was approved by Council on September 28, 2021, for \$250,000.00, with a subsequent approval by Council to increase the scope of the landscaping contract and the amount to \$300,000.00; and on May 30, 2023, under Resolution No. R23-1570, Counsel approved a landscaping contract for \$327,216.00; and,

WHEREAS, Under Stockbridge Municipal Code Section 3.30.227:

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

WHEREAS, Yellowstone Landscape, LLC has performed services with the City in accordance with contract requirements and at a quality level; and,

WHEREAS, The Public Works Department request for contract renewal has been approved by the City Manager, the City Treasurer and Council;

WHEREAS, the City Council requests that all procurement matters and contracts get presented to them at least 180 days prior to their expiration date and all parties are hereby notified by this resolution of such request;

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

SECTION 1. Approval to Renew RFP 2021-004. The Council hereby approves renewal of the landscaping contract with Yellowstone Landscape, LLC, in the amount of \$350,000 [from budgeted Government Buildings funds] from September 30, 2024 – September 30, 2025, with one renewal period at the sole discretion of the City. This contract shall be brought back to City Council approximately 180 days before the expiration of the contract.

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

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

SECTION 4. Public Record This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

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

SECTION 6. Attorney Authorization. The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

SO RESOLVED this 10th day of June 2024

[SIGNATURES ON THE FOLLOWING PAGE]

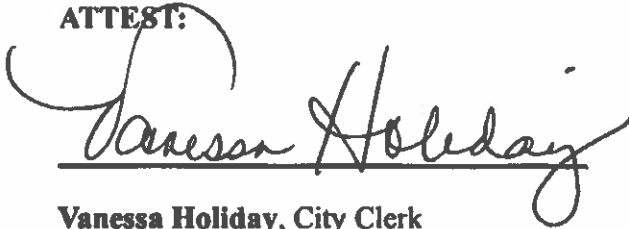
SO BE IT RESOLVED this 10th day of June, 2024.

CITY OF STOCKBRIDGE, GEORGIA



Anthony S. Ford, Mayor

ATTEST:



Vanessa Holiday, City Clerk

APPROVED AS TO FORM:



Quinton G. Washington, City Attorney



Where Community Connects

YCAC

4640 North Henry Blvd. Stockbridge, GA 30281

APPLICATION FOR BOARD, COMMITTEE OR COMMISSION APPOINTMENT

- Citizens provide a great insight and knowledge to City government. An avenue that the City of Stockbridge uses to get this insight is through the various Boards and Committees. The members of the Boards and Committees make decisions and submit recommendations to the City of Stockbridge Mayor and Council. Applicants complete a questionnaire that will assist the Mayor and Council in the review process in determining applicant eligibility requirements and qualifications for Board or Committee membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board, Committee or Commission expects from me?
- Am I committed to the goals and mission of this Board, Committee or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Committee or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board, Committee or Commission?
- Am I willing to participate in necessary Board, Committee or Commission training, education and development activities that will improve my effectiveness in my position?
- Am I willing to complete a Criminal Background Check upon selection?

APPLICANT INFORMATION

Applicant Name: Denita M Minnis

Occupation: Certified Life Coach/Business Employer: Self Employed/Entrepreneur/YRCI

Home Address: [REDACTED] City: Stockbridge Zip: 30281

Home Phone: [REDACTED] Home E-Mail: [REDACTED]

Work Phone: [REDACTED] Work E-Mail: [REDACTED]

Cell Phone: [REDACTED] Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own/operate, located within the city limits of Stockbridge (if applicable)

James Montine Professional Services Group LLC 157 Burke St. Ste 109 Stockbridge, GA 30281

City of Stockbridge

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Youth Council Advisory Committee
If applying for the Main Street Advisory Board, which position? _____
(See positions noted below)
- b) How long have you been a resident or business owner/operator in the City of Stockbridge? ⁶ ____ Years ³ ____ Months
- c) Are you current with all your financial obligations to the City of Stockbridge? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the city? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Stockbridge
☒ Yes ☐ No If yes, please explain:

- I own a business in the City of Stockbridge, James Montine Professional Services Group LLC

- h) Do you have any employment or contractual relationship with the City of Stockbridge that would create a continuing or frequently recurring conflict regarding your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

City of Stockbridge

BOARD, COMMITTEE OR COMMISSION APPLICATION

i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I am passionate about youth development and have dedicated many years to working with young people through church ministries and as a business education teacher at both the middle and high school levels. As the founder of a life coaching practice that supports individuals through major life transitions, including teen parents navigating new responsibilities, I am deeply committed to empowering the next generation. Joining the Youth Council Advisory Committee would allow me to give back to my community in a meaningful way, contribute my experience, and support initiatives that uplift and guide our youth toward positive futures.

j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Stockbridge Business Partnership Board, Youth Council

k) Please attach a Resume of Qualifications for the Board position for which you are applying.

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board, Committee or Commission office of the City of Stockbridge that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six (6) months, after which time, I will need to file a new application. I always agree to comply with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge. I understand a Criminal Background Check will be completed if I am considered to go before the Mayor & Council prior to being appointed. Members who qualify for elected office shall be removed from the Board/Commission of which they serve.

eSigned via GovOS.com
Denita M. Minnis
Key: 28772201:15a9-48b-92b4-430d79a87eef
Signature

Denita M. Minnis

Printed Name

08-02-2025

Date

Please return signed application to:

City Clerk
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, Georgia 30281

Fax: 770.389.7912
Email: cityclerk@cityofstockbridge-ga.gov



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 26, 2025

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Donated Commercial Space / Police Department Satellite Precinct

Requesting council to review and approve donated commercial space to the City of Stockbridge Police Department, for the purposes of opening a Satellite Precinct, at no cost to the city.

BACKGROUND INFORMATION:

Mr. Jeff Grant, on behalf of Jodeco 158, LLC. Is donating a ten (10) year Commercial Space Lease to the City of Stockbridge, Police Department at no cost. This lease donation is valued at \$737,776.80. The donated lease space is located at 1046 Chen Parkway, Suite A, McDonough, Georgia 30253.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT

ATTACHMENTS:

☐



August 7, 2025

Mr. Jeffrey Grant
Jodeco 158, LLC – Bridges at Jodeco
120 S. Zack Hinton Parkway
McDonough, GA 30253
Via mail and email

RE: Acknowledgement of Donated Commercial Space for Stockbridge Police Department
Satellite Precinct

Mr. Grant:

On behalf of the City of Stockbridge and the Stockbridge Police Department, I am writing to formally acknowledge and express our sincere gratitude for your generous in-kind donation of commercial space located at Bridges at Jodeco, 1046 Chen Parkway, Suite A, McDonough, GA 30253. This space has been designated for use as a satellite police precinct, enhancing our community presence and improving public safety in the area.

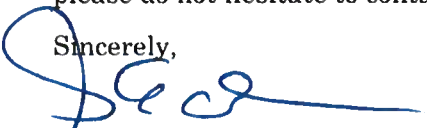
As agreed, the space will be donated for use by the Stockbridge Police Department at no cost for a period beginning September 1, 2025 and continuing for a period of ten (10) years. The estimated fair market rental value of the donated space is \$737,776.80, based on comparable rental rates.

This letter serves as confirmation that:

- No goods or services have been provided to you in exchange for this donation.
- This donation is being made voluntarily to support public safety and community policing efforts.
- The donated use of space may be eligible as a charitable contribution under Section 170 of the Internal Revenue Code.
- The City of Stockbridge is a qualified governmental entity under applicable tax law.

We greatly appreciate your commitment to supporting law enforcement and public service in our community. Should you need additional documentation for tax or accounting purposes, please do not hesitate to contact our office.

Sincerely,



Shawn Edmondson
City Manager, City of Stockbridge

CC: Frank Trammer, Chief of Stockbridge Police Department

CC: Quinton G. Washington, City Attorney



* 4640 N. Henry Boulevard, Stockbridge, GA 30281 * (770) 389-7900

LEASE AGREEMENT

THIS LEASE (this "Lease"), the effective date of which shall be the date last executed, below, by the Parties hereto (the "Effective Date") by and between **NORFOLK SOUTHERN RAILWAY COMPANY** a VIRGINIA CORPORATION (the "Landlord") and **CITY OF STOCKBRIDGE**, a GEORGIA MUNICIPAL CORPORATION (the "Tenant").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, and without any warranty or representation, that certain real property located at Milepost 171.30 H in STOCKBRIDGE, HENRY COUNTY, GEORGIA, having an area of **23,560.00 square feet**, more or less, the location and dimensions of which are substantially shown on **Exhibit "A"** attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for employee parking and customer parking purposes and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term of 4 years, said term to begin on September 1, 2025, and to end at midnight on August 31, 2029 (the "Initial Term"), unless sooner terminated as hereinafter provided.

3. Base Rental. Commencing on **September 1, 2025** (the "Rental Commencement Date") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**.

Tenant shall receive a **sixty (60) day rent abatement** for the months of **September and October**. No rental payments shall be due during this period.

Commencing **September 1, 2025**, the Tenant shall be responsible for annual payment in the amount of **Fifteen Thousand Dollars (\$15,000.00)**, due on September 1, 2025.

The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price

Index for All Urban Consumers (CPI-U) (1982-1984 = 100) U.S. City Average, All Items (the “**Index**”) as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The “**Adjustment Date**” shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the “**Base Index**”. The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the “**Adjustment Index**”. On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Taxes. See Rider.

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service-related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements). Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement, or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities

harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 14 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in

connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossession, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: CITY OF STOCKBRIDGE, 4640 N. HENRY BLVD, , STOCKBRIDGE GA 30281, **NO P.O. BOXES**, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall provide the following insurance for the term of this lease. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Landlord.

(a) **Commercial General Liability Insurance:** This insurance shall be provided by a current ISO occurrence form policy including coverage for damages because of bodily injury, property damage, personal and advertising injury, and the products-completed operations hazard. This insurance shall have a maximum deductible of no more than \$5,000, annual limits of at least \$2,000,000 occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage.

(b) **Automobile Liability Insurance:** If Tenant operates any vehicles on the leased property, Tenant shall be required to carry Automobile Liability Insurance. This insurance shall be provided by a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence

for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(c) Workers' Compensation: If Tenant has any employees that will enter the leased property, Lessee shall maintain workers' compensation insurance as required by statute in the state in which the Work or Services, as applicable, will take place.

(d) Employer's Liability: Provided that Tenant is required to maintain workers' compensation coverage required by (c), Employer's Liability insurance shall be provided with limits of at least \$1,000,000 for each bodily injury by accident, bodily injury by disease, and annual aggregate.

General Insurance Requirements. Each insurance policy referred to in this Lease shall comply with the following requirements, and Tenant to cause its insurance to comply with the following.

(a) Additional Insureds. All insurance required by this Lease (excluding only Workers' Compensation) shall name the Landlord as additional insureds with an appropriate endorsement to each policy.

(b) Tenant's Coverage Primary and Without Right to Contribution. All policies secured by Tenant, whether primary, excess, umbrella or otherwise, and providing coverage to the Landlord as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies the Landlord may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Landlord may have secured for itself.

(c) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(d) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Tenant in compliance with Lease shall include a waiver of subrogation in favor of the Landlord with an appropriate endorsement to each policy.

(e) Notice of Cancellation, Modification or Termination. All policies required under this Lease shall not be subject to cancellation, termination, modification or changed, or non-renewed except upon thirty (30) days' prior written notice to the Additional Insureds.

(f) No Limitation. The insurance coverages maintained by Tenant shall not limit any of their indemnity obligations or other liabilities under this Lease.

(g) Certificates of Insurance. Tenant shall furnish certificates of insurance to Landlord at . The Certificate of Insurance shall be on an ACORD form. The Insured box on the ACORD form shall be filled out with the Tenant's Legal name and address **EXACTLY** as defined on the Agreement Header and Signature Line of this Lease.

On the ACORD form, the box titled **DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS** shall include this **EXACT** language:

"Norfolk Southern Corporation and its Subsidiaries, as Certificate Holder has been endorsed to all of the applicable policies as an additional insured including the General Liability policy, the Umbrella/Excess Policy (if used), and, if required by the Lease, the

Employer's Liability policy and the Automobile Liability policy. All policies have been endorsed to waive subrogation against Norfolk Southern Corporation and its Subsidiaries, as well as to indicate that they may not seek contribution against policies issued to Norfolk Southern Corporation or its subsidiaries. All policies have been endorsed to provide Norfolk Southern Corporation and its Subsidiaries 30 days' notice of cancellation."

The **CERTIFICATE HOLDER** box on the ACORD form shall include this **EXACT** name and address:

**Norfolk Southern Corporation and its Subsidiaries
650 W Peachtree St NW,
Atlanta, GA 30308**

A Sample Copy of an insurance certificate showing the required language to be included on the insurance Certificate is attached to this Lease in Exhibit D.

23. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

24. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

25. Survival. The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

26. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of the paragraph entitled, "Assignment" set forth herein, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be

invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

27. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective as of the date last executed below.

Witness As To Landlord:

Name:

Witness As To Landlord:

Name:

LANDLORD:

**NORFOLK SOUTHERN RAILWAY
COMPANY**
a(n) **VIRGINIA Corporation**

Signature: _____

Name: _____

Title: _____

Date of Landlord Signature: _____

[SEAL]

Witness As To Tenant:

Name:

Witness As To Tenant:

Name:

TENANT:

CITY OF STOCKBRIDGE
a(n) **GEORGIA GOVERNMENT ENTITY**

Signature: _____

Name: _____

Title: _____

Date of Tenant Signature: _____

[SEAL]

J B, June 4, 2025, 1324252\ iManage #

Exhibit A

EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE **NORFOLK SOUTHERN RAILWAY COMPANY**, AS LANDLORD, AND **CITY OF STOCKBRIDGE**, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

Waiver of Application Fee. The \$500.00 application fee described in paragraph 3 of this Lease is hereby waived by Landlord.

Tenant-Owned Improvements. Tenant shall have the right to use and maintain the existing Tenant-Owned August 1, 2025 (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

Tenant to make improvement to leased area for parking according to plans that were submitted and approved internal at NS.

Tenant to give Norfolk Southern a two (2) weeks' notice prior to demolition of leased area.

Public Parking. The protection afforded Landlord under the provisions of the paragraph entitled, "Indemnity" of the Lease shall extend to patrons and invitees of Tenant. Tenant agrees to protect and hold Landlord harmless from and against loss, injury, or damage, as set out in the paragraph entitled, "Indemnity," accruing from the acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Landlord, including damage to such property from railroad operations. Tenant further agrees that no gasoline or other flammable liquid shall be stored or handled upon the Premises (except fuel in fuel tanks of vehicles parked thereon).

Beautification. Tenant will enter the Premises for the purpose of landscaping and gardening the Premises with grass, flowers, and low shrubbery and of maintaining said landscaping. In no event shall any trees be planted or permitted to grow on the Premises. This Lease is a personal privilege to Tenant and shall not be assigned without the written consent of Company, nor shall Tenant, except with such written consent, permit the Premises to be used for any purpose by any other party, firm, or corporation.

It is specifically understood and agreed that the Premises are not to be open to the public and that said Premises are not and will not be permitted to become a park. Tenant will not install benches, walkways, recreation equipment or anything other than landscaping material and plants on the Premises.

Grass, flowers, and shrubbery planted by Tenant on the Premises shall be maintained, cut and trimmed by Tenant in a safe and orderly manner so as not to obstruct the view of Landlord's employees engaged in railroad operations or of pedestrians or motorists. In no

event shall any shrubbery be permitted to exceed 48 inches in height. Tenant agrees that no grass, flowers, or shrubbery shall be planted closer than 100 feet on each side of any grade crossing over tracks of Landlord not protected by flashing light crossing signals.

In installing, maintaining, or removing said landscaping, Tenant will not damage or interfere with the drainage facilities of Landlord. If new or additional drainage is required in connection with the landscaping permitted herein, such drainage will be constructed at the sole expense of Tenant, will be subject to the advance, written approval of Landlord, and will be constructed so as to cause any runoff to flow away from Landlord's railroad facilities.

Supersede and Cancel. This Lease hereby supersedes and cancels, as of the effective date hereof, the Lease dated February 6, 2015, as amended, between NORFOLK SOUTHERN RAILWAY COMPANY (Landlord) *and CITY OF STOCKBRIDGE* (Tenant) concerning the use of 227,870 square feet, 5.2312 acres of property, more or less, at (STOCKBRIDGE, HENRY COUNTY, GEORGIA). (Custodian No. 287813)

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement.

Georgia Usufruct. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as specifically provided in the Lease.

NORFOLK SOUTHERN PARKING LOT PROJECT



Economic Development
August 26, 2026

Stockbridge
Where Community Connects

NORFOLK SOUTHERN PARKING LOT



I. Proposed Improvements:

- 25 – 30 Additional Parking Spaces; Fenced in Lot and Brick Pavers
- 13 Additional Slanted Parking Spaces along M. L. K., Sr. Heritage Trail

II. Benefits:

- Overflow Parking for Amphitheater Concerts and Downtown Special Events
- Additional Parking for Merchants, Their Customers, and Permitted Events

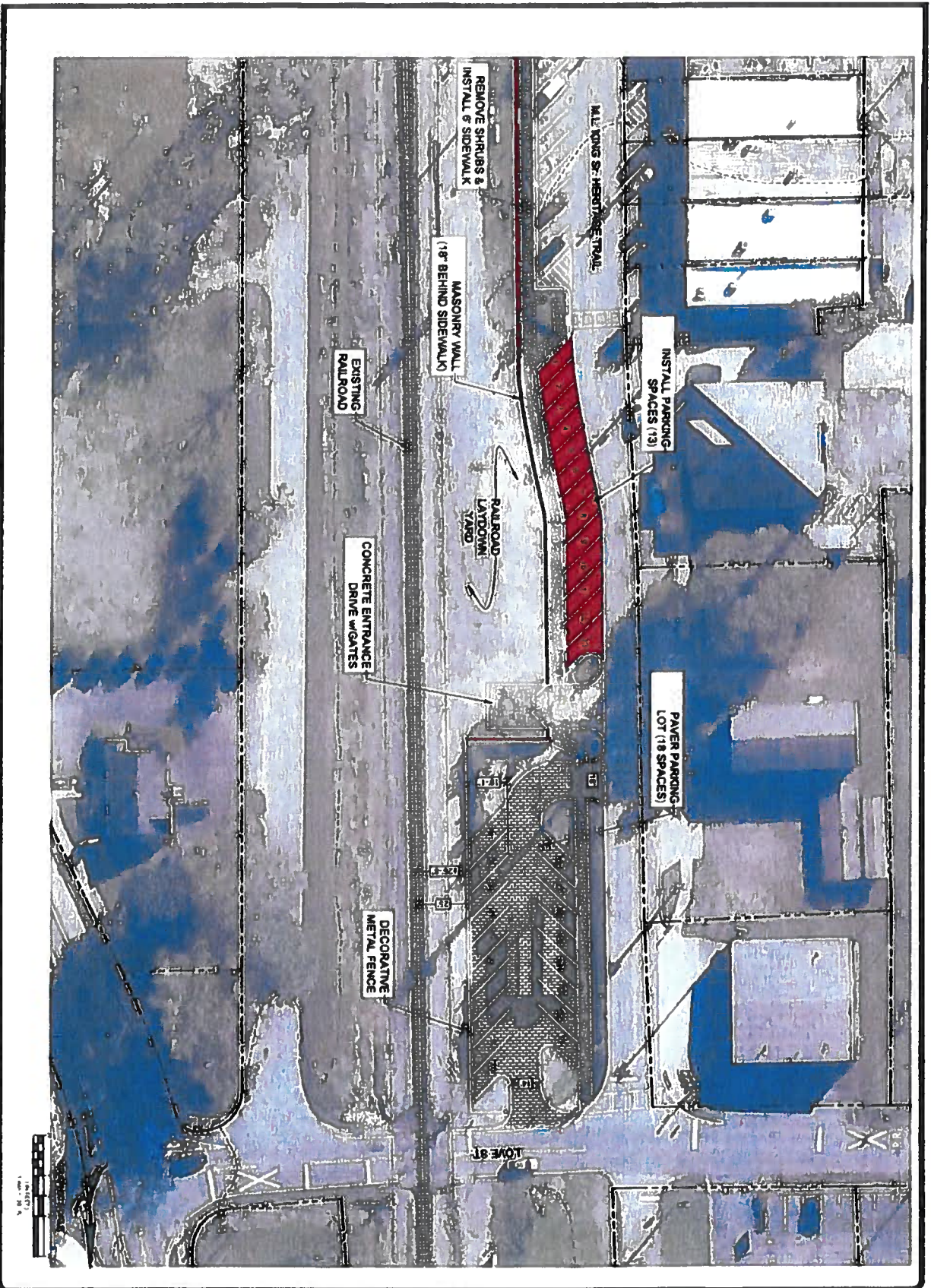
III. Other:

- Railroad Requires a Ground Lease
- Annual Lease - \$15,000
- Improvements Can Be Made on City's Timetable and Funding Availability.



Design Example – Downtown Locus Grove





PROJECT INFORMATION

DATE: 10/1/01

NO.	DESCRIPTION	DATE
1	CONCEPT PLAN	10/1/01

DATE	REVISIONS
10/1/01	CONCEPT PLAN

CONCEPT PLAN
FOR
DOWNTOWN PARKING

LOCATED IN:
STOCKBRIDGE, GEORGIA

FALCON DESIGN CONSULTANTS

1000 N. GASTON AVENUE
SUITE 100
ATLANTA, GA 30309
PHONE: 404.525.1234
FAX: 404.525.1235
WWW.FALCONDESIGN.COM

Thank you!

Stockbridge
Where Community Connects



City of Stockbridge

AGENDA ITEM

MEETING DATE

8/26/2025

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Gerald Sanders

DEPARTMENT:

Economic Development

ITEM/PROJECT/EVENT:

Norfolk Southern Parking Lot Project

BACKGROUND INFORMATION:

The Norfolk Southern Parking Lot Project is being proposed and undertaken as a means to provide additional parking in the downtown area for the Main Street District's existing and future merchants. It will also serve as overflow parking for Amphitheater concerts, related city signature events, and help esthetically further beautify the physical attributes of downtown.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

\$15,000

ATTACHMENTS:



ITEM/PROJECT/EVENT:

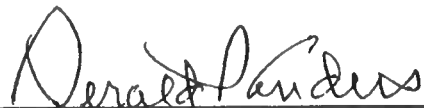
Following months of negotiation, E D was able to obtain Norfolk Southern's permission to lease the corner lot at M L K, Sr. Heritage Trail and Love Street. It is projected that following demolition and construction approximately 25 - 30 fenced in parking spaces can be added. The proposed plan also includes the addition of 13 new slanted parking spaces along M L K Sr., Heritage Trail.

E D is requesting the mayor and council's approval of the attached lease at a cost of \$15,000 annually. Approval of the ground lease is phase one of this initiative only; the railroad will not allow renovations to the land without an approved agreement. Afterwards, the city can make the necessary engineering and construction updates to the property at a time of it's choosing and funding availability.

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

Staff Signature





City of Stockbridge

AGENDA ITEM

MEETING DATE

August, 2025

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Ryan Anderson, Director

DEPARTMENT:

Community Development

ITEM/PROJECT/EVENT:

Request For Proposals Contract No. RFP 2024-0001, Civic Engineering Services with Whitley Engineering Services - Request for City Council's approval of the second (2nd) optional Renewal Year.

BACKGROUND INFORMATION:

March 4, 2023, City of Stockbridge Procurement Division solicited Request For Proposals from qualified firms to provide General Engineering Services, to assist the Community Development Department. Upon completion of the renew and evaluation of proposals received, the Selection Committee ranked the responses based on the factors outlined in the RFP. After completion of the scoring, the proposals were evaluated and the highest ranked firm was selected, Whitley Engineering, Inc.

June 26, 2024, the City Council approved the initial term year and first optional renewal year, August 1, 2024 thru December 31, 2025. Resolution R24-1721.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

ATTACHMENTS:

STAFF RECOMMENDATION:

The Community Development Department is requesting the City Council's approval of the second (2nd) optional renewal contract with Whitley Engineering, Inc., and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Civil Engineering contract may be renewed for four (4) additional twelve-month terms, upon the same terms and conditions as provided for in the contract, unless terminated by the City, by notice to the service provider, or termination and non-renewal by December 31 of the Contract year.

The Purpose of these professional civil engineering services is to plan reviews, consultation support, to provide a variety of engineering services required by the City of Stockbridge, and to assist the Community Development Department as needed. Services include, but are not limited to: reviewing civil plans and specifications for construction projects varying in complexity for a portion or the entire project, interpreting engineering codes, civil plan and site development reviews, erosion and sedimentation control plan review, stormwater/hydrology review, including WQ/runoff reduction, traffic and transportation studies/report review.

Exhibit 1 – Whitley Engineering, Inc. - Civil Engineering Contract

Exhibit 2 – Executed Contract Renewal Evaluation Form – Ryan Anderson

Fiscal Impact:



CONTRACT RENEWAL EVALUATION FORM

Date: July 15, 2025

To: Ryan Anderson, Community Development Director
Zenovia Pearson, Executive Assistant

From: Wanda J. Cooley, *Contract Specialist*
Email: wcooley@stockbridge.org

Subject: Contract No. RFP No. 2024-0001, Civil Engineering Service with Whitley Engineering, Inc. - Exercise of Second (2nd) Renewal Option

It is time to review the option to renew Contract RFP No. 2024-0001, Civil Engineering Services with Whitley Engineering, Inc. The first (1st) renewal option expires December 31, 2025.

Please indicate your recommendation as to exercising the option, along with the option-year budgeted amount, account number, and department head's signature. Return to Wanda J. Cooley, Procurement Department, no later than Tuesday, July 22, 2025. If you intend to disapprove of this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please explain briefly.

Section 1: Renewal

Approval Option:  7-16-25
(Signature) (Date)

Disapprove Option: _____
(Signature) (Date)

Amount Budgeted for Option Year: \$ \$ 100,000

Account #: 100-72000-521203

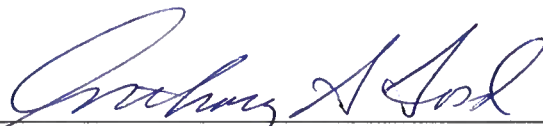
Department Head: 
(Signature)

Section 2: Contractor Evaluation

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

Comments: N/A

For Approval:


Signature of the City Manager/Mayor:

7, 29, 2025
Approval Date:

**CONTRACT BY AND BETWEEN WHITLEY ENGINEERING, INC.
AND THE CITY OF STOCKBRIDGE, GEORGIA**

This **CONTRACT** made and entered into this 9th day of July, 2024 by and between the City of Stockbridge, Georgia, (the "City"), and Whitley Engineering, Inc., Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence on the date hereof. The initial terms of this Contract shall be through December 31, 2024. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2024, and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

This Contract may be renewed for four (4) additional twelve-month term, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to service provider or termination and non-renewal by December 31 of the Contract year.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents:**

- I. Request for Proposal 2024-0001 (General Engineering Services).
- II. Contractor Proposal in Response to RFP 2024-0001 and Contractor Forms and Documents submitted in response to the RFP.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided,

however, Service Provider guarantees that the maximum price for materials, labor and expenses, shall be the amount reflected in Cost Proposal.

5. INDEMNIFICATION AND HOLD HARMLESS:

The Service Provider agrees to indemnify the City (including elected officials and employees) and hold the City harmless from and against any and all claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorney's fees arising out of or related to: (a) a breach of the contract by Service Provider or (b) the performance of this Contract, whether by Service Provider, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of a party indemnified hereunder. Service Provider's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Service Provider or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. Service Provider shall not settle or compromise any indemnifiable claims hereunder without the prior written consent of the City. The City cannot and does not agree to indemnify, hold harmless, exonerate or assume the defense of Service Provider or any other person or entity whatsoever, for any purpose whatsoever.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this

Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACTOR NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Henry County, Georgia.

14.MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

MAYOR AND COUNCIL FOR
THE CITY OF STOCKBRIDGE

(SEAL)

By: _____

ANTHONY S. FORD, Mayor

ATTEST: _____

VANESSA HOLIDAY, City Clerk

Approved as to form:

City Attorney

(SEAL)



ATTEST: _____

CONTRACTOR

By: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO.

**A RESOLUTION TO APPROVE THE RENEWABLE ONE YEAR OPTION OF THE
WHITLEY ENGINEERING SERVICES CONTRACT WITH THE CITY OF
STOCKBRIDGE COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, the City of Stockbridge recognizes the essential nature of civil engineering services,

WHEREAS, Whitley Engineering has provided these services to the City in the past, demonstrating reliability and expertise;

WHEREAS, the Council previously approved original contract on June 26, 2024

WHEREAS, the Council hereby agrees to approve the second renewal of the contract for civil engineering with Whitley Engineering in the amount of \$5,000 per month with an option for renewal beginning August 1 2024, through December 31, 2025 and to four (4) 1-year renewable options at the City's discretion beginning January 1, 2026 to December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA:

Section 1. PublicRecord. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

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

Section 3. Repeal of Conflicting Provisions. All City Resolutions inconsistent with this Resolution shall be repealed.

Section 4. EffectiveDate. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Stockbridge as provided in the City Charter.

Section 5. City Attorney's Authority: In accordance with the City Charter and with the express consent of the City Council, the City Attorney has the authority to revise, edit, and amend all contracts, ordinances, agreements, and documents, ensuring alignment with the City Council's intent and compliance with the City's laws and ordinances. Any such amendment, edit, or revision made by the City Attorney shall be immediately incorporated into the document and shall be deemed as part of the original document from its inception.

SO RESOLVED this 11th day of August, 2025

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

(SEAL)

APPROVED AS TO FORM:

QUINTON G. WASHINGTON, City Attorney



City of Stockbridge

Staff Recommendation Form For Council Approval

Meeting Date

December 9, 2024

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

AMOUNT: \$58,338.00/per year

FROM ACCOUNT: 100-72000-521310

PRESENTER: RYAN ANDERSON, DIRECTOR

ACTION

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

ITEM/PROJECT/EVENT: REQUEST FOR APPROVAL OF A CONTRACT WITH SAGESGOV SOFTWARE FOR CLOUD BASED SOFTWARE, LICENSING, MAINTENACE AND SUPPORT SERVICES.

BACKGROUND INFORMATION:

The Community Development Department is requesting approval of a contract to replace software services provided by Tyler Tech-EnerGov with SAGESGov Software.

SAGES will provide functional setup & configuration: create process, application forms, checklists, emails, supplemental forms (as needed), file types, workflow, business rules for the following processes:

Permits & Inspections: Permit applications for Building, Electrical, Fire Services, Land Disturbance, Mechanical, Plumbing, Sign Permit Application.

Planning & Zoning: Applications for Administration Variance, Annexation Form, Comprehensive Plan Amendment, Final Plat Review & Approval, Recombination Subdivision, Rezoning, Application! Special Use Permit, Variance, Zoning Modification.

Business Services: Applications for Commercial Business License, Home Based Business License, Home Based Business -Short Term Rental ONLY, Regulatory Business License, Film, TV and Movie Permit, Occupational Tax Annual Renewal

Code Enforcement: Complaint Submission Form

SagesGov Application Integration: ArcGIS online integration, Forte Payment Gateway integration, Bluebeam Revu integration, not be extended or renewed beyond one year from the execution of the Agreement.

STAFF RECOMMENDATION:

The Community Development Department is requesting City Council's approval of a year-to-year agreement with – SAGES Networks Inc and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Agreement is on a year-to-year basis and shall not be extended or renewed for any reason beyond five (5) years from the execution of the Agreement.

The Contractor shall receive compensation from the City as set forth in the attached Exhibit A, which shall be a total yearly cost of \$58,318.00 (fifty-eight thousand, three hundred eighteen dollars and no cents) which includes one-time setup costs of \$70,400 (seventy thousand, four hundred dollars and no cents) split over a five-year period \$14,080.00 (fourteen thousand, eighty dollars and no cents)/per year.

The purpose of the contract is to provide functional setup & configuration: create process, application forms, checklists, emails, supplemental forms (as needed), file types, workflow, business rules for the processing of the Community Development Department's Permitting, Planning/Zoning and Business Services work product.

APPROVED BY:

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

STATE OF GEORGIA
COUNTY OF HENRY

AGREEMENT BETWEEN City of Stockbridge, GA AND SAGES NETWORKS INC., FOR
SOFTWARE, LICENSING, MAINTENANCE AND SUPPORT SERVICES

THIS AGREEMENT for Software Licensing, Maintenance and Support is entered into this
1st day of _____ January 2025, by and between Sages Networks Inc. having its principal
place of business at 50 Hurt Plaza, Suite 1446 hereinafter referred to as “Sages”, and City of
Stockbridge, GA, hereinafter referred to as the “City”.

RECITALS:

WHEREAS the City desires to procure a cloud based Electronic Plan Review, Permitting,
Inspections, Licensing & Code Enforcement software from Sages; and

WHEREAS, the City has agreed to engage Sages for the software as described, and according to
the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of the Recitals and mutual promises contained herein, the
City and Sages agree to as follows:

[The Remainder of this page intentionally left blank]

Definitions

“SagesGov Application” is the Sages cloud based Electronic Plan Review, Permitting, Inspections, Licensing & Code Enforcement software.

“SagesGov Staff User License” refers to an individual who is a user authorized by the City to use the SagesGov Application, for whom the City Department has ordered the Service, and to whom the City Department (or Sages at the request of the City) has supplied a user identification and password. Users may include, for example, your employees, consultants, contractors and agents, and third parties whom the City Department hires.

“External User” refers to any registered users of the SagesGov Application including but not limited to Citizens, Architects, Engineers, Contractors and Builders. External Users cannot be employed by the city, cannot be hired by the city to perform services on behalf of the City, and cannot offer plan review, permitting, inspection or any other City services.

“Maintenance and Technical Support” is the continuous attention to and updating of SagesGov Application software and technical support services provided by Sages to the City for the SagesGov applications. It does not include functional support issues such as: how-to questions, usage or business-related clarifications, training, custom programming, changes to configuration or onsite visits.

“Functional Support” covers support by Sages staff limited to the number of hours in the City’s Monthly Functional Support Plan and covers the following: questions about system functionality, questions about system configuration, how-to questions, Minor tweaks to system configuration, login issues, determining integration and Staff User environment issues.

"City Data" refers to the City's project/case records in SagesGov and all information and files in SagesGov associated with the City's project/case records.

Scope of Work

Product & Modules

Sages shall provide the following described software modules in the SagesGov Application to the City:

- SagesGov Application product modules:
 - Electronic Plan Review integrated with Bluebeam Revu
 - Online Permitting and Fees
 - Mobile Inspections App - iOS, Android & Microsoft
 - Certificate of Occupancy
 - Tasks, Meetings, Notices & Documents
 - Business Licensing
 - Code Enforcement
- SagesGov Application product features: Public Portal, Role based system, Online Submission / Resubmission of drawing files, supporting documents, Intake, Routing, Electronic Plan Review, integrated with Bluebeam Revu, Markup, Comparison, Overlay, Checklists, Predefined Comments, Meetings, Notices, Emails & Alerts, assign coordinators, Assign Reviewers, Manage Reviewer workloads, Custom application, and

data forms, auto add Reviews, Permitting, Mobile Inspections, Certificates, Business Licensing, Code Enforcement, Notices, Holds, Letters & Documents, History, Search, User Dashboards, Standard Reports and Administration module.

- SagesGov Application cloud services include:
 - Annual Technical Support and Maintenance.
 - Enterprise-level cloud-based software hosted on the Microsoft Azure platform.
 - Cost of Technical support, monitoring, ensuring uptime and quick responses to issues.
 - Cost to store Drawing files, Plan Review Reports, Permits, Inspection tickets, Certificates, and other documents.
 - Cost of Hardware, Server Software, Database software and Hosting Costs.
 - Cost of Personnel to manage Servers, Network, Hardware, and keep them up to date.
 - Costs of Rent, Power, Air Conditioning, and other data center costs.
 - Costs to handle software development, upgrades, and patches to the SagesGov Application product every 6 months.
 - Cost of Personnel to Manage backup and disaster recovery.

Services provided

Sages shall provide the following services:

- Functional Setup & Configuration: Create Process, Application form, checklists, emails, supplemental forms (as needed), file types, workflow, business rules for the following processes:
 - **Permits & Inspections:** Permit applications for Building, Electrical, Fire Services, Land Disturbance, Mechanical, Plumbing, Sign Permit Application.
 - **Planning & Zoning:** Applications for Administration Variance, Annexation Form, Comprehensive Plan Amendment, Final Plat Review & Approval, Recombination Subdivision, Rezoning, Application| Special Use Permit, Variance, Zoning Modification.
 - **Business services:** Applications for Commercial Business License, Home Based Business License, Home Based Business -Short Term Rental ONLY, Regulatory Business License, Film, TV and Movie Permit, Occupational Tax Annual Renewal
 - **Code Enforcement:** Complaint Submission Form
- SagesGov Application Integration: ArcGIS online integration, Forte Payment Gateway integration, Bluebeam Revu integration,
- ArcGIS online integration:
 - We will need your ESRI ArcGIS REST web service endpoint. This will allow us to make calls to your service and validate addresses and parcels. Here are the details:

GIS Address Validation Requirements for the city:

 - A publicly available ESRI Locator that allows SagesGov Application to query/validate Addresses.
 - The endpoint must not be gated by a username/password.
 - We need the response from this query to give us the following attributes:
 - One attribute in the JSON result that will contain the Full Address

- Individual attributes in the JSON result that will give us the various pieces of each address: Street Number, Street Name, Street Type, Street Direction Prefix, Street Direction Suffix, Unit Number, Unit Type, City, County, State, Zip, Parcel number
 - Other attributes being retrieved from this layer (TBD).
 - The Latitude/Longitude values for the address in Spatial Reference 4326
- GIS Parcel Validation Requirements* for the city:
- A publicly available ESRI Feature Layer that allows SagesGov Application to query/validate Parcels
 - The endpoint must not be gated by a username/password.
 - We need the response from this query to return desired attributes (TBD).
- City GIS Layers* to be toggled on a map in SagesGov:
- Publicly available ESRI Feature Layers that will be shown to staff/customers on a map inside the SagesGov Application. Users will be able to toggle layers on/off on map.
- Forte Payments Gateway Integration
 - Bluebeam Revu integration

1. Compensation: Time of Payment

Sages shall request payment under this agreement by submitting a proper invoice to the City at its designated payment office at the time and in the manner specified in the in the payment milestones table below.

SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Licensing & Code Enforcement Software Solution Pricing - City of Stockbridge GA				
Table 1	Annual Subscription Costs - SagesGov Software			
Item	Description	Quantity	Unit Price	Yearly Total Cost
1	Upfront Software License	0	\$0.00	\$0.00
2	Cost of Hardware, Server Software, Database software, and Hosting Costs	0	\$0.00	\$0.00
3	Costs of Rent, Power, Air Conditioning, and other Data Center costs.	0	\$0.00	\$0.00
4	Staff user license: SagesGov Electronic Plan Review, Permitting, Mobile Inspections Subscription integrated with Bluebeam Revu	6	\$2,880.00	\$17,280.00
5	Staff user license: SagesGov Permitting, Mobile Inspections, Permit Tech, Business License and other Non-plan review users Subscription	11	\$1,728.00	\$19,008.00
6	Functional Support after Go Live this is for how-to questions, and small tweaks to setup and configuration.	1 hour / month	\$225/month	\$2,700.00

7	ESRI GIS integration Annual Maintenance	1	\$750.00	\$750.00
8	Government Windows Payment Gateway integration Annual Maintenance	1	\$1,825.00	\$1,825.00
9	Finance system integration Annual Maintenance	1	\$875.00	\$875.00
10	Hotel/Motel Tax and Excise Tax Module Annual Maintenance	2	\$900 each	\$1,800
11	External users: Builders, Architects, Contractors, and Citizens.	Unlimited	\$0.00	\$0.00
	Total Annual Subscription for 17 users			\$44,238.00
Table 2	Phase 1 - One Time Costs - Initial Setup, Configuration, Professional Services & Training - Permits, Inspections, Planning & Zoning			
Item	Description	Quantity	Unit Price	Total One time costs Phase 1
1	Service: SagesGov Base Setup and Configuration, Departments, Disciplines, File Type, Users and Roles	1	\$7,500.00	\$7,500.00
2	Service: Setup Workflow processes, Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, Plan Review Reports and Notices for City of Stockbridge Permits, Planning, Zoning. Business Services & 1 process for Code Enforcement	10 processes. 10 hours per process.	\$150 / hour	\$15,000.00
3	Hands-on Remote Training: SagesGov & Bluebeam Revu Training 3 hours per session. up to 10 staff users / session.	2 sessions	\$1750/ session	\$3,500.00
4	Professional Services during requirements gathering, configuration, integration, UAT & go live includes Project management.	24	\$225 / hour	\$5,400.00
5	Integration with Government Windows Payment Gateway for online Fee payment. Integrate using an Iframe popup-window from Government Windows as the payment interface. We will receive a POST back from Government Windows for payment confirmation.	1	\$9,125.00	\$9,125.00
6	Integration with City of Stockbridge Finance system using file load.	1	\$4,375.00	\$4,375.00
7	Integration with ESRI GIS using ArcGIS online REST endpoint for Address and Parcel validation for the City of Stockbridge	1	\$3,750.00	\$3,750.00

8	Setup additional Processes for Building, Planning & Zoning and Business Services. <i>**As a special introductory offer, new Customers will receive 100% discount on these additional processes / tiles**</i>	15 processes. 10 hours per process.	\$150 / hour	\$22,500 \$0
9	Setup Hotel / Motel Tax and Excise Tax Module for Business Services. <i>**As a special introductory offer, new Customers will receive 100% discount on these additional processes / tiles**</i>	2 processes at 30 hours per process	\$150 / hour	\$9,000 \$0
	Total SagesGov- Implementation Cost - Phase 1			\$48,650.00
Table 3 Phase 2 - One Time Costs - Data Migration, Setup, Configuration & Training - Business License & Code Enforcement				
Item	Description	Quantity	Unit Price	Total One time costs Phase 2
1	Service: Setup Workflow processes, Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, Plan Review Reports and Notices for City of Stockbridge Business Services & 1 process for Code Enforcement	3 processes. 10 hours per process.	\$150 / hour	\$4,500.00
2	Data Migration from current Business License system using SagesGov standard data loader. We will provide the format for the data to be exported.	1	\$13,750.00	\$13,750.00
3	Hands-on Remote Training: SagesGov Training 3 hours per session. up to 10 staff users / session.	2 sessions	\$1750/ session	\$3,500.00
	Total SagesGov- Implementation Cost - Phase 2			\$21,750.00

1.2 Invoicing and Payment Milestones

Table 4	Payment Milestones			
Item	Description	Milestone	Due Date	Amount
1	Project Start	PO Issued	08/01/2024	\$3,000
2	Phase 1: P&Z, Permits & inspections - Setup, User Acceptance Testing (UAT) & Training	Phase 1: Setup, UAT & Training Completed	01/15/2025	\$27,659

3	Phase 1: P&Z, Permits & inspections - SagesGov software Annual Subscription Start	Phase 1 - Go-Live	01/15/2025	\$17,744
4	Phase 2: Business Services - Setup, User Acceptance Testing (UAT), Training & Go-Live	Phase 2: Setup, UAT, Training & Go-Live Completed	02/15/2025	\$6,915

Table 5	5 Year Costs		
Year	SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Business License and Code Enforcement Software	One Time Costs Prorated	Total / Year
Year 1	\$44,238	\$14,080	\$58,318
Year 2	\$44,238	\$14,080	\$58,318
Year 3	\$44,238	\$14,080	\$58,318
Year 4	\$44,238	\$14,080	\$58,318
Year 5	\$44,238	\$14,080	\$58,318

1.3 Tentative Project Schedule

Phase 1

Stage 1 - Finalize Business Processes Requirements Permitting, Inspections, Planning & Zoning software.
 Stage 2 – Setup SagesGov product for the city and work on Integrations and end-to-end testing.
 Stage 3 - Train the Trainer - Permits, Inspections, Planning & Zoning.
 Stage 4 - User Acceptance Testing (UAT)
 Stage 5 - Go-Live

Phase 2

Stage 6 – Data Migration from current Licensing system, Finalize Business Processes Requirements Licensing.
 Stage 7 - Train the Trainer
 Stage 8 - User Acceptance Testing
 Stage 9 - Go-Live
 Stage 10 - Post Go-Live Support

Table 1: Estimated start and finish for each step

Stage	Month1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
1							
2							
3							
4							
5							

6								
7								
8								
9								
10								

2. Workmanship and Quality of Services

All work performed under this AGREEMENT shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Stockbridge, GA
Attn: Ryan Anderson
Telephone: 678-833-3340
4602 North Henry Blvd
Stockbridge, GA 30281

Sages Networks Inc.
Harish Krishna
Telephone 678-471-7392
50 Hurt Plaza, Suite 1446
Atlanta, GA 30303

Requests for Payment:
City of Stockbridge, GA
Attn: Ryan Anderson
4602 North Henry Blvd
Stockbridge, GA 30281

4. Non-discrimination

In consideration of the signing of this AGREEMENT, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this AGREEMENT.

5. Applicable Law

All matters relating to this AGREEMENT shall be governed by the laws of the State of Georgia, without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be the State and Superior Courts of Henry County GA or the United States District Court, Northern District of Georgia.

6. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled under these Terms of Agreement shall be kept as confidential proprietary information of Sages and not divulged or made available to any individual or organization without the prior written approval of Sages. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of Sages and not the City.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented,

developed, created or discovered in performance of this AGREEMENT shall be the property of Sages.

Sages owns all rights, title, and interest in and to all intellectual property rights for the SagesGov Application. Accordingly, any suggestions, enhancements requests, feedback or recommendations provided by the City or any of its users to Sages related to the SagesGov Application shall be kept as confidential information of Sages. No right of ownership, expressed or implied, is granted under this Agreement.

Sages recognizes that the City is subject to the Georgia Open Records Act, which may alter obligations as to documents and the production thereof under this Section 6.

7. Licenses

Sages grants to City, and City accepts, a non-exclusive, non-transferable, non-sub-licensable right and use of SagesGov Application User Subscription Licenses for the SagesGov application, without the right to sublicense to others, to make, use, sell, offer to sell, or import the Licensed Products and Licensed Services in the Licensed Territory.

1. A user subscription license that is granted to City will allow the city to only use or perform the software during the period the license is active.
2. The city is not allowed to transfer the user subscription license to any other company, organization or individual other than who is specified herein.
3. The user subscription license grants use of the SagesGov application only for the period that the city maintains an active license. Each active license is meant for one designated person. A user subscription license cannot be shared among individuals.
4. The user subscription license does NOT grant any rights to download, view, use, modify or sell the underlying source code or object code of the SagesGov Application. The underlying source code and object code used to build and offer the SagesGov Application is the property of Sages Networks Inc and nothing in this agreement grants any rights (implied or otherwise) to the City.
5. Since the underlying source code and object code of the SagesGov application is the property of Sages, Sages Networks Inc is the only company that is authorized to provide the SagesGov Application Software as a Service. Nothing in this document shall allow the City to host the SagesGov Application or make the SagesGov Application available for a fee or otherwise. The ability to offer the SagesGov Application service lies solely with Sages Networks Inc.

8. Warranties and Disclaimer

Except as expressly provided herein, Sages does not make any warranty of any kind, whether express, implied, statutory or otherwise. Sages specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Sages disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting provider.

Sages is not responsible for any third-party claims that arise out of any public content displayed by the SagesGov Application. The City acknowledges that the display of this content is in the City's full control and accepts full responsibility for the accuracy and appropriateness of publicly displayed information.

9. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this AGREEMENT, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the AGREEMENT must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this AGREEMENT by this provision.

10. Integration with 3rd Party Non-SagesGov Applications

The SagesGov Application contains features that have been designed and developed to operate with 3rd party Non-SagesGov Applications. To use such features, the City agrees to obtain access to such Non-SagesGov applications from their providers. If the 3rd party Non-SagesGov application provider ceases to make the Non-SagesGov application available for operation and / or integration with the SagesGov application, we may cease providing such a feature without entitling the City to a refund, credit or other compensation.

11. Term and Termination of SagesGov Application SaaS Subscription

- (a) This Agreement shall commence on the date first written above, and the initial term shall terminate one (1) year after the “Go-Live” date referenced in Section 1.2 above. At the conclusion of the initial one (1) year term, this Agreement shall renew as needed by the City.
- (b) the City or Sages may terminate this AGREEMENT at any time following the initial term by providing Thirty (30) days written notice. In the event of early termination, Sages shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City.
- (c) Refund of Payment. Upon termination by the City for cause, Sages will refund the City any prepaid fees covering the remainder of the term of the SagesGov application subscription after the effective date of termination. Upon any termination by Sages for cause, the City will pay any unpaid fees covering the remainder of term after the effective date of termination.
- (d) Return of Data. Within 30 days after the effective date of the SagesGov Application Subscription and upon request by the City, Sages will make available to the City for download a file of the City’s Data. After such a 30-day period, Sages will have no obligation to maintain or provide any of the City’s Data and will thereafter, unless legally prohibited, delete all of City Data in Our systems or otherwise in Our possession or under Our control. Transition Services upon Termination and requested by the City will be billable as “Professional Services”. Since these transition services are non-deterministic at this time (i.e., neither party knows the level of effort to transition to a new system), these services will be billed at our company’s standard Additional Professional Services rate.
- (e) Data Ownership - the City owns the data stored and processed by Sages and Sages will take commercially reasonable measures to ensure the protection and confidentiality of the data Subject to the limited rights granted by the City hereunder. Sages acquires no right, title or interest from the City or to the City’s Data, including any intellectual property rights therein. the city grants to Sages a non-exclusive license to use the City Data for the purposes of performing Sages obligations under this Agreement.

- (f) Protection of City's Data. Sages receives no ownership rights in the City's Data. Sages will maintain commercially reasonable physical, administrative and technical safeguards for protection of the confidentiality, security and integrity of City Data. We will not (a) modify City Data, (b) disclose City Data except as expressly permitted in writing by the City, or (c) access City Data except to provide the SagesGov Application SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at the City's request in connection with customer support matters.
- (g) ADA Compliance for City's content in SagesGov Application including but not limited to City's Application Forms, Data Forms, Announcements and Links to Documents - the city will be responsible for ensuring and maintaining ADA Compliance for all City content developed by the City or by Sages for the City using tools in SagesGov Application.

12. Laws/Safety Standards

Sages shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

13. Incorporation of Documents/Complete Agreement

This AGREEMENT, and any documents incorporated below represent the entire AGREEMENT between the parties and suspend all prior oral or written statements, agreements or AGREEMENT(S).

[The Remainder of this page intentionally left blank; Signature Page Follows]

IN WITNESS WHEREOF, Sages has executed the foregoing with the signature(s) of its duly authorized officer(s), and the city has executed with the signature of its Administrator attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

SAGES NETWORKS:

By:

Printed Name/Title

City of Stockbridge, GA
(SEAL)

By:

City Manager

Attest:

By: _____
City Clerk

**THIS INSTRUMENT APPROVED
AS TO FORM:**

City Attorney

Cost of Additional Scope of Work and Discounts applied

Item	Description of Additional Scope of Work	Cost
1	25 Processes in total being automated in SagesGov for The City of Stockbridge	
	Building: Building Permit Application, Electrical Permit Application, Land Disturbance Permit Application, Mechanical Permit Application, Plumbing Permit Application, Low Voltage, Sign Application, Right of Way, Utility Reconnection	
	Planning & Zoning: Pre-Application, Administrative Variance, Annexation Application, Appeal Application, Comprehensive Plan Amendment Application, Plat Application, Rezoning Application, Special Use Permit Application Form, Variance Application, Zoning Modification, Zoning Verification Letter Request	
	Business Services: Occupational Tax License, Alcohol License, Temp special event permit, Film permit & Temp alcohol license	
	Original Quote was for 10 processes @ \$1500/ Process	\$15,000
	Cost to Setup 15 additional processes @ \$1500/ Process	\$22,500
	As a special introductory offer, new Customers will receive 100% discount on these additional processes / tiles	\$0
2	Integration with Government Windows Payment Gateway for online Fee payment. Integrate using an Iframe popup-window from Government Windows as the payment interface. We will receive a POST back from Government Windows for payment confirmation.	
	Additional Cost for integrating with Government Windows	\$6,000
	Additional Cost for Annual Maintenance Government Windows integration module	\$1,200 / year
3	Monthly Hotel/Motel Tax and Excise Tax Module	
	Cost to Setup Hotel/Motel Tax and Excise Tax @ \$4500 / Process	\$9,000
	As a special introductory offer, new Customers will receive 100% discount on these additional processes / tiles	\$0
	Cost for Annual Maintenance of Hotel/Motel Tax and Excise Tax Module	\$1,800 / year

Updated 5 Year Costs including additional scope of work above			
Year	SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Business License and Code Enforcement Software	One Time Costs Prorated	Total / Year
Year 1	\$44,238	\$14,080	\$58,318
Year 2	\$44,238	\$14,080	\$58,318
Year 3	\$44,238	\$14,080	\$58,318
Year 4	\$44,238	\$14,080	\$58,318
Year 5	\$44,238	\$14,080	\$58,318



City of Stockbridge

AGENDA ITEM

MEETING DATE

August, 2025

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Ryan Anderson, Director

DEPARTMENT:

Community Development Department

ITEM/PROJECT/EVENT:

SagesGov Software ("Sages") for a network contract covering cloud-based software, licensing, maintenance, and support services.

BACKGROUND INFORMATION:

On December 17, 2024, the City Council approved the year-to-year SAGES contract not to exceed five years, in the amount of \$58,318.00 yearly, as detailed in the Contract "Exhibit A" attached. Resolution R24-1765.

The Community Development is requesting Council's approval to exercise the first optional one (1) year renewal of the SAGES Network, Inc., year-to-year agreement.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

ATTACHMENTS:

☐

STAFF RECOMMENDATION:

The Community Development Department is requesting the City Council's approval of the first (1st) renewal of the year-to-year Agreement with SAGES Networks, Inc., and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The agreement is on a year-to-year basis and shall not be extended or renewed for any reason beyond five (5) years from the execution of the Agreement.

The purpose of the agreement is to provide functional setup & configuration: create process, application forms, checklists, emails, supplemental forms (as needed), file types, workflow, and business rules for processing of the Community Development Department's Permitting, Planning/Zoning, and Business Services work product.

Exhibit 1 – SAGES Network Inc. Agreement

Exhibit 2 – Executed Contract Renewal Evaluation Form, Ryan Anderson

Fiscal Impact:



CONTRACT RENEWAL EVALUATION FORM

Date: July 15, 2025

To: Ryan Anderson, Community Development Director
Zenovia Pearson, Executive Assistant

From: Wanda J. Cooley, *Contract Specialist*
Email: wcooley@stockbridge.org

Subject: SAGES Network, INC. Contract for Cloud-Based Software, Licensing, Maintenance, and Support Services - Exercise of First (1st) Renewal Option Year

It is time to review the option to renew the SAGES Contract for Cloud-Based Software, Licensing, Maintenance, and Support Services. The first initial term year expires December 31, 2025.

Please indicate your recommendation as to exercising the option, along with the option-year budgeted amount, account number, and department head's signature. Return to Wanda J. Cooley, Procurement Department, no later than Tuesday, July 22, 2025. If you intend to disapprove of this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please explain briefly.

Section 1: Renewal

Approval Option:


(Signature)

7-16-25
(Date)

Disapprove Option:

(Signature)

(Date)

Amount Budgeted for Option Year: \$ 110,000

Account #: 100-72000-521310

Department Head:

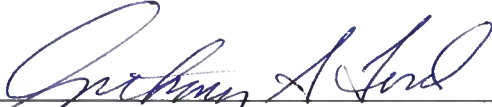

(Signature)

Section 2: Contractor Evaluation

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

Comments: N/A

For Approval:



Signature of the City Manager/Mayor:

7/29/2025
Approval Date:

STATE OF GEORGIA
COUNTY OF HENRY

**AGREEMENT BETWEEN City of Stockbridge, GA AND SAGES NETWORKS INC., FOR
SOFTWARE, LICENSING, MAINTENANCE AND SUPPORT SERVICES**

THIS AGREEMENT for Software Licensing, Maintenance and Support is entered into this
1st day of _____ January 2025, by and between Sages Networks Inc. having its principal
place of business at 50 Hurt Plaza, Suite 1446 hereinafter referred to as "Sages", and City of
Stockbridge, GA, hereinafter referred to as the "City".

RECITALS:

WHEREAS the City desires to procure a cloud based Electronic Plan Review, Permitting,
Inspections, Licensing & Code Enforcement software from Sages; and

WHEREAS, the City has agreed to engage Sages for the software as described, and according to
the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of the Recitals and mutual promises contained herein, the
City and Sages agree to as follows:

[The Remainder of this page intentionally left blank]

Definitions

"SagesGov Application" is the Sages cloud based Electronic Plan Review, Permitting, Inspections, Licensing & Code Enforcement software.

"SagesGov Staff User License" refers to an individual who is a user authorized by the City to use the SagesGov Application, for whom the City Department has ordered the Service, and to whom the City Department (or Sages at the request of the City) has supplied a user identification and password. Users may include, for example, your employees, consultants, contractors and agents, and third parties whom the City Department hires.

"External User" refers to any registered users of the SagesGov Application including but not limited to Citizens, Architects, Engineers, Contractors and Builders. External Users cannot be employed by the city, cannot be hired by the city to perform services on behalf of the City, and cannot offer plan review, permitting, inspection or any other City services.

"Maintenance and Technical Support" is the continuous attention to and updating of SagesGov Application software and technical support services provided by Sages to the City for the SagesGov applications. It does not include functional support issues such as: how-to questions, usage or business-related clarifications, training, custom programming, changes to configuration or onsite visits.

"Functional Support" covers support by Sages staff limited to the number of hours in the City's Monthly Functional Support Plan and covers the following: questions about system functionality, questions about system configuration, how-to questions, Minor tweaks to system configuration, login issues, determining integration and Staff User environment issues.

"City Data" refers to the City's project/case records in SagesGov and all information and files in SagesGov associated with the City's project/case records.

Scope of Work

Product & Modules

Sages shall provide the following described software modules in the SagesGov Application to the City:

- SagesGov Application product modules:
 - o Electronic Plan Review integrated with Bluebeam Revu
 - o Online Permitting and Fees
 - o Mobile Inspections App - iOS, Android & Microsoft
 - o Certificate of Occupancy
 - o Tasks, Meetings, Notices & Documents
 - o Business Licensing
 - o Code Enforcement
- SagesGov Application product features: Public Portal, Role based system, Online Submission / Resubmission of drawing files, supporting documents, Intake, Routing, Electronic Plan Review, integrated with Bluebeam Revu, Markup, Comparison, Overlay, Checklists, Predefined Comments, Meetings, Notices, Emails & Alerts, assign coordinators, Assign Reviewers, Manage Reviewer workloads, Custom application, and

data forms, auto add Reviews, Permitting, Mobile Inspections, Certificates, Business Licensing, Code Enforcement, Notices, Holds, Letters & Documents, History, Search, User Dashboards, Standard Reports and Administration module.

- SagesGov Application cloud services include:
 - o Annual Technical Support and Maintenance.
 - o Enterprise-level cloud-based software hosted on the Microsoft Azure platform.
 - o Cost of Technical support, monitoring, ensuring uptime and quick responses to issues.
 - o Cost to store Drawing files, Plan Review Reports, Permits, Inspection tickets, Certificates, and other documents.
 - o Cost of Hardware, Server Software, Database software and Hosting Costs.
 - o Cost of Personnel to manage Servers, Network, Hardware, and keep them up to date.
 - o Costs of Rent, Power, Air Conditioning, and other data center costs.
 - o Costs to handle software development, upgrades, and patches to the SagesGov Application product every 6 months.
 - o Cost of Personnel to Manage backup and disaster recovery.

Services provided

Sages shall provide the following services

- Functional Setup & Configuration: Create Process, Application form, checklists, emails, supplemental forms (as needed), file types, workflow, business rules for the following processes:
 - o Permits & Inspections: Permit applications for Building, Electrical, Fire Services, Land Disturbance, Mechanical, Plumbing, Sign Permit Application.
 - o Planning & Zoning: Applications for Administration Variance, Annexation Form, Comprehensive Plan Amendment, Final Plat Review & Approval, Recombination Subdivision, Rezoning, Application, Special Use Permit, Variance, Zoning Modification.
 - o Business services: Applications for Commercial Business License, Home Based Business License, Home Based Business -Short Term Rental ONLY, Regulatory Business License, Film, TV and Movie Permit, Occupational Tax Annual Renewal
 - o Code Enforcement: Complaint Submission Form
- SagesGov Application Integration: ArcGIS online integration, Forte Payment Gateway integration, Bluebeam Revu integration,
- ArcGIS online integration:
 - o We will need your ESRI ArcGIS REST web service endpoint. This will allow us to make calls to your service and validate addresses and parcels. Here are the details:
 - *GIS Address Validation Requirements for the city:*
 - A publicly available ESRI Locator that allows SagesGov Application to query/validate Addresses.
 - The endpoint must not be gated by a username/password
 - We need the response from this query to give us the following attributes:
 - One attribute in the JSON result that will contain the Full Address

- Individual attributes in the JSON result that will give us the various pieces of each address: Street Number, Street Name, Street Type, Street Direction Prefix, Street Direction Suffix, Unit Number, Unit Type, City, County, State, Zip, Parcel number
 - Other attributes being retrieved from this layer (TBD)
 - The Latitude/Longitude values for the address in Spatial Reference 4326
- GIS Parcel Validation Requirements* for the city:
- A publicly available ESRI Feature Layer that allows SagesGov Application to query/validate Parcels
 - The endpoint must not be gated by a username/password.
 - We need the response from this query to return desired attributes (TBD).
- City GIS Layers* to be toggled on a map in SagesGov:
- Publicly available ESRI Feature Layers that will be shown to staff/customers on a map inside the SagesGov Application. Users will be able to toggle layers on/off on map.
- Forte Payments Gateway Integration
 - Bluebeam Revu integration

1. Compensation: Time of Payment

Sages shall request payment under this agreement by submitting a proper invoice to the City at its designated payment office at the time and in the manner specified in the in the payment milestones table below.

SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Licensing & Code Enforcement Software Solution Pricing - City of Stockbridge GA				
Table 1 Annual Subscription Costs - SagesGov Software				
Item	Description	Quantity	Unit Price	Yearly Total Cost
1	Upfront Software License	0	\$0.00	\$0.00
2	Cost of Hardware, Server Software, Database software, and Hosting Costs	0	\$0.00	\$0.00
3	Costs of Rent, Power, Air Conditioning, and other Data Center costs.	0	\$0.00	\$0.00
4	Staff user license: SagesGov Electronic Plan Review, Permitting, Mobile Inspections Subscription integrated with Bluebeam Revu	6	\$2,880.00	\$17,280.00
5	Staff user license: SagesGov Permitting, Mobile Inspections, Permit Tech, Business License and other Non-plan review users Subscription	11	\$1,728.00	\$19,008.00
6	Functional Support after Go Live this is for how-to questions, and small tweaks to setup and configuration	1 hour / month	\$225/month	\$2,700.00

7	ESRI GIS integration Annual Maintenance	1	\$750.00	\$750.00
8	Government Windows Payment Gateway integration Annual Maintenance	1	\$1,825.00	\$1,825.00
9	Finance system integration Annual Maintenance	1	\$875.00	\$875.00
10	Hotel/Motel Tax and Excise Tax Module Annual Maintenance	2	\$900 each	\$1,800
11	External users: Builders, Architects, Contractors, and Citizens.	Unlimited	\$0.00	\$0.00
	Total Annual Subscription for 17 users			\$44,238.00
Table 2	Phase 1 - One Time Costs - Initial Setup, Configuration, Professional Services & Training - Permits, Inspections, Planning & Zoning			
Item	Description	Quantity	Unit Price	Total One time costs Phase 1
1	Service: SagesGov Base Setup and Configuration, Departments, Disciplines, File Type, Users and Roles	1	\$7,500.00	\$7,500.00
2	Service: Setup Workflow processes, Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, Plan Review Reports and Notices for City of Stockbridge Permits, Planning, Zoning, Business Services & 1 process for Code Enforcement	10 processes. 10 hours per process.	\$150 / hour	\$15,000.00
3	Hands-on Remote Training: SagesGov & Bluebeam Revu Training 3 hours per session. up to 10 staff users / session.	2 sessions	\$1750/ session	\$3,500.00
4	Professional Services during requirements gathering, configuration, integration, UAT & go live includes Project management.	24	\$225 / hour	\$5,400.00
5	Integration with Government Windows Payment Gateway for online Fee payment. Integrate using an Iframe popup-window from Government Windows as the payment interface. We will receive a POST back from Government Windows for payment confirmation.	1	\$9,125.00	\$9,125.00
6	Integration with City of Stockbridge Finance system using file load.	1	\$4,375.00	\$4,375.00
7	Integration with ESRI GIS using ArcGIS online REST endpoint for Address and Parcel validation for the City of Stockbridge	1	\$3,750.00	\$3,750.00

8	Setup additional Processes for Building, Planning & Zoning and Business Services. <i>**As a special introductory offer, new Customers will receive 100% discount on these additional processes / tiles**</i>	15 processes. 10 hours per process.	\$150 / hour	\$22,500 \$0
9	Setup Hotel / Motel Tax and Excise Tax Module for Business Services. <i>**As a special introductory offer, new Customers will receive 100% discount on these additional processes / tiles**</i>	2 processes at 30 hours per process	\$150 / hour	\$9,000 \$0
	Total SagesGov- Implementation Cost - Phase 1			\$48,650.00
Table 3 Phase 2 - One Time Costs - Data Migration, Setup, Configuration & Training - Business License & Code Enforcement				
Item	Description	Quantity	Unit Price	Total One time costs Phase 2
1	Service: Setup Workflow processes, Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, Plan Review Reports and Notices for City of Stockbridge Business Services & 1 process for Code Enforcement	3 processes. 10 hours per process.	\$150 / hour	\$4,500.00
2	Data Migration from current Business License system using SagesGov standard data loader. We will provide the format for the data to be exported.	1	\$13,750.00	\$13,750.00
3	Hands-on Remote Training: SagesGov Training 3 hours per session. up to 10 staff users / session.	2 sessions	\$1750/ session	\$3,500.00
	Total SagesGov- Implementation Cost - Phase 2			\$21,750.00

1.2 Invoicing and Payment Milestones

Table 4 Payment Milestones				
Item	Description	Milestone	Due Date	Amount
1	Project Start	PO Issued	08/01/2024	\$3,000
2	Phase 1: P&Z, Permits & inspections - Setup, User Acceptance Testing (UAT) & Training	Phase 1: Setup, UAT & Training Completed	01/15/2025	\$27,659

3	Phase 1: P&Z, Permits & inspections - SagesGov software Annual Subscription Start	Phase 1 - Go-Live	01/15/2025	\$17,744
4	Phase 2: Business Services - Setup, User Acceptance Testing (UAT), Training & Go-Live	Phase 2: Setup, UAT, Training & Go-Live Completed	02/15/2025	\$6,915

Table 5	5 Year Costs		
Year	SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Business License and Code Enforcement Software	One Time Costs Prorated	Total / Year
Year 1	\$44,238	\$14,080	\$58,318
Year 2	\$44,238	\$14,080	\$58,318
Year 3	\$44,238	\$14,080	\$58,318
Year 4	\$44,238	\$14,080	\$58,318
Year 5	\$44,238	\$14,080	\$58,318

1.3 Tentative Project Schedule

Phase 1

- Stage 1 - Finalize Business Processes Requirements Permitting, Inspections, Planning & Zoning software.
- Stage 2 - Setup SagesGov product for the city and work on Integrations and end to-end testing.
- Stage 3 - Train the Trainer - Permits, Inspections, Planning & Zoning.
- Stage 4 - User Acceptance Testing (UAT)
- Stage 5 - Go-Live

Phase 2

- Stage 6 - Data Migration from current Licensing system, Finalize Business Processes Requirements Licensing.
- Stage 7 - Train the Trainer
- Stage 8 - User Acceptance Testing
- Stage 9 - Go-Live
- Stage 10 - Post Go-Live Support

Table 1 Estimated start and finish for each step

Stage	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
1							
2							
3							
4							
5							

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

2. Workmanship and Quality of Services

All work performed under this AGREEMENT shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Stockbridge, GA
Attn: Ryan Anderson
Telephone: 678-833-3340
4607 North Henry Blvd
Stockbridge, GA 30281

Sages Networks Inc
Harish Krishna
Telephone 678-471-7392
50 Hurt Plaza, Suite 1446
Atlanta, GA 30303

Requests for Payment:
City of Stockbridge, GA
Attn: Ryan Anderson
4602 North Henry Blvd
Stockbridge, GA 30281

4. Non-discrimination

In consideration of the signing of this AGREEMENT, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this AGREEMENT.

5. Applicable Law

All matters relating to this AGREEMENT shall be governed by the laws of the State of Georgia, without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be the State and Superior Courts of Henry County GA or the United States District Court, Northern District of Georgia.

6. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled under these Terms of Agreement shall be kept as confidential proprietary information of Sages and not divulged or made available to any individual or organization without the prior written approval of Sages. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of Sages and not the City.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented,

developed, created or discovered in performance of this AGREEMENT shall be the property of Sages.

Sages owns all rights, title, and interest in and to all intellectual property rights for the SagesGov Application. Accordingly, any suggestions, enhancements requests, feedback or recommendations provided by the City or any of its users to Sages related to the SagesGov Application shall be kept as confidential information of Sages. No right of ownership, expressed or implied, is granted under this Agreement.

Sages recognizes that the City is subject to the Georgia Open Records Act, which may alter obligations as to documents and the production thereof under this Section 6.

7. Licenses

Sages grants to City, and City accepts, a non-exclusive, non-transferable, non-sub-licensable right and use of SagesGov Application User Subscription Licenses for the SagesGov application, without the right to sublicense to others, to make, use, sell, offer to sell, or import the Licensed Products and Licensed Services in the Licensed Territory.

1. A user subscription license that is granted to City will allow the city to only use or perform the software during the period the license is active.
2. The city is not allowed to transfer the user subscription license to any other company, organization or individual other than who is specified herein.
3. The user subscription license grants use of the SagesGov application only for the period that the city maintains an active license. Each active license is meant for one designated person. A user subscription license cannot be shared among individuals.
4. The user subscription license does NOT grant any rights to download, view, use, modify or sell the underlying source code or object code of the SagesGov Application. The underlying source code and object code used to build and offer the SagesGov Application is the property of Sages Networks Inc and nothing in this agreement grants any rights (implied or otherwise) to the City.
5. Since the underlying source code and object code of the SagesGov application is the property of Sages, Sages Networks Inc is the only company that is authorized to provide the SagesGov Application Software as a Service. Nothing in this document shall allow the City to host the SagesGov Application or make the SagesGov Application available for a fee or otherwise. The ability to offer the SagesGov Application service lies solely with Sages Networks Inc.

8. Warranties and Disclaimer

Except as expressly provided herein, Sages does not make any warranty of any kind, whether express, implied, statutory or otherwise. Sages specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Sages disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting provider.

Sages is not responsible for any third-party claims that arise out of any public content displayed by the SagesGov Application. The City acknowledges that the display of this content is in the City's full control and accepts full responsibility for the accuracy and appropriateness of publicly displayed information.

9. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this AGREEMENT, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the AGREEMENT must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this AGREEMENT by this provision.

10. Integration with 3rd Party Non-SagesGov Applications

The SagesGov Application contains features that have been designed and developed to operate with 3rd party Non-SagesGov Applications. To use such features, the City agrees to obtain access to such Non-SagesGov applications from their providers. If the 3rd party Non-SagesGov application provider ceases to make the Non-SagesGov application available for operation and / or integration with the SagesGov application, we may cease providing such a feature without entitling the City to a refund, credit or other compensation.

11. Term and Termination of SagesGov Application SaaS Subscription

- (a) This Agreement shall commence on the date first written above, and the initial term shall terminate one (1) year after the "Go-Live" date referenced in Section 1.2 above. At the conclusion of the initial one (1) year term, this Agreement shall renew as needed by the City.
- (b) the City or Sages may terminate this AGREEMENT at any time following the initial term by providing Thirty (30) days written notice. In the event of early termination, Sages shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City.
- (c) Refund of Payment. Upon termination by the City for cause, Sages will refund the City any prepaid fees covering the remainder of the term of the SagesGov application subscription after the effective date of termination. Upon any termination by Sages for cause, the City will pay any unpaid fees covering the remainder of term after the effective date of termination.
- (d) Return of Data. Within 30 days after the effective date of the SagesGov Application Subscription and upon request by the City, Sages will make available to the City for download a file of the City's Data. After such a 30-day period, Sages will have no obligation to maintain or provide any of the City's Data and will thereafter, unless legally prohibited, delete all of City Data in Our systems or otherwise in Our possession or under Our control. Transition Services upon Termination and requested by the City will be billable as "Professional Services". Since these transition services are non-deterministic at this time (i.e., neither party knows the level of effort to transition to a new system), these services will be billed at our company's standard Additional Professional Services rate.
- (e) Data Ownership - the City owns the data stored and processed by Sages and Sages will take commercially reasonable measures to ensure the protection and confidentiality of the data Subject to the limited rights granted by the City hereunder. Sages acquires no right, title or interest from the City or to the City's Data, including any intellectual property rights therein. the city grants to Sages a non-exclusive license to use the City Data for the purposes of performing Sages obligations under this Agreement.

- (f) **Protection of City's Data.** Sages receives no ownership rights in the City's Data. Sages will maintain commercially reasonable physical, administrative and technical safeguards for protection of the confidentiality, security and integrity of City Data. We will not (a) modify City Data, (b) disclose City Data except as expressly permitted in writing by the City, or (c) access City Data except to provide the SagesGov Application SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at the City's request in connection with customer support matters.
- (g) **ADA Compliance for City's content in SagesGov Application** including but not limited to City's Application Forms, Data Forms, Announcements and Links to Documents - the city will be responsible for ensuring and maintaining ADA Compliance for all City content developed by the City or by Sages for the City using tools in SagesGov Application.

12. Laws/Safety Standards

Sages shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

13. Incorporation of Documents/Complete Agreement

This AGREEMENT, and any documents incorporated below represent the entire AGREEMENT between the parties and suspend all prior oral or written statements, agreements or AGREEMENT(S).

[The Remainder of this page intentionally left blank; Signature Page Follows]

Cost of Additional Scope of Work and Discounts applied

Item	Description of Additional Scope of Work	Cost
1	25 Processes in total being automated in SagesGov for The City of Stockbridge	
	Building: Building Permit Application, Electrical Permit Application, Land Disturbance Permit Application, Mechanical Permit Application, Plumbing Permit Application, Low Voltage, Sign Application, Right of Way, Utility Reconnection	
	Planning & Zoning: Pre-Application, Administrative Variance, Annexation Application, Appeal Application, Comprehensive Plan Amendment Application, Plat Application, Rezoning Application, Special Use Permit Application Form, Variance Application, Zoning Modification, Zoning Verification Letter Request	
	Business Services: Occupational Tax License, Alcohol License, Temp special event permit, Film permit & Temp alcohol license	
	Original Quote was for 10 processes @ \$1500/ Process	\$15,000
	Cost to Setup 15 additional processes @ \$1500/ Process	\$22,500
	As a special introductory offer, new Customers will receive 100% discount on these additional processes / files	\$0
2	Integration with Government Windows Payment Gateway for online fee payment. Integrate using an IFrame popup-window from Government Windows as the payment interface. We will receive a POST back from Government Windows for payment confirmation.	
	Additional Cost for integrating with Government Windows	\$6,000
	Additional Cost for Annual Maintenance Government Windows integration module	\$1,200 / year
3	Monthly Hotel/Motel Tax and Excise Tax Module	
	Cost to Setup Hotel/Motel Tax and Excise Tax @ \$4500 / Process	\$9,000
	As a special introductory offer, new Customers will receive 100% discount on these additional processes / files	\$0
	Cost for Annual Maintenance of Hotel/Motel Tax and Excise Tax Module	\$1,800 / year

Updated 5 Year Costs including additional scope of work above			
Year	SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Business License and Code Enforcement Software	One Time Costs Prorated	Total / Year
Year 1	\$44,238	\$14,080	\$58,318
Year 2	\$44,238	\$14,080	\$58,318
Year 3	\$44,238	\$14,080	\$58,318
Year 4	\$44,238	\$14,080	\$58,318
Year 5	\$44,238	\$14,080	\$58,318

SagesGov software for the City of Stockbridge Community Development Department
Private and Confidential



IN WITNESS WHEREOF, Sages has executed the foregoing with the signature(s) of its duly authorized officer(s), and the city has executed with the signature of its Administrator attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written

SAGES NETWORKS:

By:



Harish Krishna / President

Printed Name/Title

City of Stockbridge, GA

(SEAL)

By:



Anthony S. Ford, Mayor

Attest:

By:

City Clerk



THIS INSTRUMENT APPROVED
AS TO FORM:

City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO.

A RESOLUTION TO APPROVE THE RENEWABLE ONE YEAR OPTION OF THE
SAGES NETWORK CONTRACT WITH THE CITY OF STOCKBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the City of Stockbridge recognizes the essential nature of software services,

WHEREAS, SagesGov ("SAGES") Software has provided these services to the City in the past, demonstrating reliability and expertise;

WHEREAS, the Council previously approved original contract on December 17, 2024

WHEREAS, the Council hereby agrees to approve the first renewal of SAGES contract not to exceed five years, in the amount of \$58,318 yearly, with an option for renewal beginning January 1, 2025 through December 31, 2025 with four (4) remaining 1 year renewable options at the City's discretion beginning January 1, 2026 to December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA:

Section 1. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

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

Section 3. Repeal of Conflicting Provisions. All City Resolutions inconsistent with this Resolution shall be repealed.

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

Section 5. City Attorney's Authority. In accordance with the City Charter and with the express consent of the City Council, the City Attorney has the authority to revise, edit, and amend all contracts, ordinances, agreements, and documents, ensuring alignment with the City Council's intent and compliance with the City's laws and ordinances. Any such amendment, edit, or revision made by the City Attorney shall be immediately incorporated into the document and shall be deemed as part of the original document from its inception.

SO RESOLVED this 11th day of August, 2025

ANTHONY S. FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk

(SEAL)

APPROVED AS TO FORM:

QUINTON G. WASHINGTON, City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 26, 2025

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

FY2026 LMIG list.

BACKGROUND INFORMATION:

Public Works is requesting Council's approval of the FY2026 LMIG list.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT _____

ATTACHMENTS:

FY2026 LMIG LIST

District	Street	From Road	To Road	Subdivision	Miles	Scaled Total Score
1	ERNESTINE WAY	VENTURA TRAIL	Cul-De-Sac	BRENTWOOD HUNTINGTON	0.09	70.0
1	RAYELLA DR.	Cul-De-Sac	Cul-De-Sac	BRENTWOOD HUNTINGTON	0.25	70.0
1	DOVER COURT	GRESHAM DRIVE	Cul-De-Sac	BRENTWOOD GRESHAM	0.03	70.0
1	DUKE WAY	WHITAKER DRIVE	PAYTON COURT	BRENTWOOD WHITAKER	0.07	70.0
1	LONGFORD COURT	BORRINGTON LANE	Cul-De-Sac	WYNGATE ENCLAVE	0.03	70.0
1	BUCKINGHAM PL.	Cul-De-Sac	Cul-De-Sac	WYNGATE ENCLAVE	0.4	72.0
				District 1 Total Mileage=	0.87	
District	Street	From Road	To Road	Subdivision	Miles	Scaled Total Score
2	SHEPHERD DRIVE	NORTH HENRY BLVD	Dead End	STOCKBRIDGE NORTHWEST	0.2	62.0
2	ESCALADE DRIVE	NORTH HENRY BLVD	LILLIAN CIRCLE	STOCKBRIDGE NORTHWEST	0.16	67.0
2	ROSENWALD CIRCLE	TYE STREET	Dead End	MEMORIAL	0.3	70.0
2	HAMILTON GLEN	APPLETON BLVD.	Cul-De-Sac	APPLETON	0.05	78.0
2	CENTRAL LINE	IRON HORSE WAY	SEABOARD DRIVE	NORTH BRIDGE STATION	0.3	80.0
				District 2 Total Mileage=	1.01	
District	Street	From Road	To Road	Subdivision	Miles	Scaled Total Score
3	ARBOR COVE WY	ARBOR COVE DR	Cul-De-Sac	ARBOR COVE HIGHLANDS	0.2	34.0
3	ARBOR COVE DRIVE	WALT STEPHENS RD	FLIPPEN RD	ARBOR COVE HIGHLANDS	0.4	41.0
3	ARBOR COVE COURT	ARBOR COVE DRIVE	Cul-De-Sac	ARBOR COVE HIGHLANDS	0.05	62.0
3	CHERRY HILL LN.	DEERWOOD DR.	WILLOW HILL LN.	WINDSONG PLANTATION	0.2	74.0
3	WILLOW TRACE	WINDSONG DRIVE	Cul-De-Sac	WINDSONG PLANTATION	0.1	76.0
3	MULBERRY ST.	WILLOW HILL LN.	REDBUD LN.	WINDSONG PLANTATION	0.1	79.0
3	WILLOW OAK COURT	WINDSONG DRIVE	Cul-De-Sac	WINDSONG PLANTATION	0.1	79.0
				District 3 Total Mileage=	1.15	
District	Street	From Road	To Road	Subdivision	Miles	Scaled Total Score
4	KINSEY DRIVE	EAST ATLANTA RD	MAYS RD		0.4	
4	VALERIE CT	KINSEY DR	Cul-De-Sac	KINSEY CROSSING	0.3	28
4	KNOTTINGHAM CT	DAVIS RD	Cul-De-Sac	PINEYWOODS	0.3	38
4	DANIEL DRIVE	NORTH HENRY BLVD	DANIEL DRIVE		0.2	43
4	MOHAWK CIRCLE	BRUNSWICK CIRCLE	Cul-De-Sac	PINE GROVE	0.07	88.0
				District 4 Total Mileage=	1.27	
District	Street	From Road	To Road	Subdivision	Miles	Scaled Total Score
5	ASPEN BROOK DR.	SUMMIT VIEW DR	SUMMIT VIEW DR	THE SUMMIT	0.2	70.0
5	MESA ROAD	SUMMIT VIEW DR	ASPEN BROOK DR.	THE SUMMIT	0.3	75.0
5	ST. ELIZABETH TERRACE	ST. MARGRIT CIRCLE	Cul-De-Sac	ST. MARGRIT VILLAGE	0.03	74.0
5	ST. MICHELLE COURT	ST. MARGRIT CIRCLE	Cul-De-Sac	ST. MARGRIT VILLAGE	0.5	76.0
				District 5 Total Mileage=	1.03	
				TOTAL MILEAGE=	5.33	



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 11, 2025

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Decius T. Aaron

DEPARTMENT:

Public Works

ITEM/PROJECT/EVENT:

Request For Proposals Number (RFP) Number 2022-0006, Annual On-Call General Engineering Services - Carter & Sloope, Inc.

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to renew the competitive solicited Contact pursuant to Request For Proposals (RFP) Number 2022-0006, Annual On-Call General Engineering Services - Carter & Sloope, Inc.

The Contract was approved by Council October 25, 2022, and the contract was signed July 5, 2023. The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion. This is the third (3rd) optional renewal year ending December 31, 2025.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

\$200,000.00

ATTACHMENTS:

☐

STAFF RECOMMENDATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract Pursuant to Request For Proposals (RFP) Number 2022-0006 - Annual On-Call General Engineering Services Contract with Carter & Sloope, Inc., and the City of Stockbridge, authorizing the Mayor to executed same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion.

The Public Works Department is requesting a contract renewal through December 31, 2026. This is the third (3rd) optional renewal year.

The Annual On-Call General Engineering Contract's scope of services consist of providing on-call general municipal engineering services related to but not limited to: general consulting, civil engineering; surveying; management of Capital Improvement Projects (CIPs); project design (water, sewer, stormwater, and roadway infrastructure); construction support and other civil engineering and/or community development projects deemed necessary by the City.

The Public Works Department has determined that Carter & Sloope, Inc., is performing all work in accordance with the contract requirements and is providing quality services to the City. The contract expires December 31, 2025.

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

Exhibit I - Contract Agreement

Exhibit II - Contract Renewal Evaluation Form by Public Works Staff

Fiscal Impact: Funds will be provided from account numbers 505-44200-521230, 505-43300-521230, 100-42200-521230, and 100-15650-521230



CONTRACT RENEWAL EVALUATION FORM

Date: July 14, 2025

To: Decius Aaron, Public Works Director

From: Wanda J. Cooley, Contract Specialist
Email: Wcooley@stockbridgega.org

Subject: Contract No RFP No. 2022-0006 for On-Call General Engineering Services with Carter & Sloope, Inc. – Exercise of 3rd Renewal Option

It is time to review the option to renew Contract No. RFP 2022-0006 with Carter & Sloope, Inc. for On-Call General Engineering Services. This is the 3rd option to renew.

Please indicate your recommendation as to exercising the option to renew below by providing the department head's signature. Return to Wanda J. Cooley Procurement Department no later than Monday, July 21, 2025.

If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2) evaluating the Contractor's performance during the past Contract Term. If you answer "No" to any question, please provide a brief explanation.

Section 1: Renewal

Approve Option: Decius T. Aaron
(signature)

7 / 15 / 2025
mm dd yyyy

Disapprove Option: _____

mm dd yyyy

Amount Budgeted for Option Year: \$ N/A

Account#: 505-44200-521230, 505-43300-521230, 100-42200, and 100-15650-521230

Department Head: Decius T. Aaron
(signature)

Section 2: Contractor's Evaluation**YES****NO****N/A**

1. The contractor performed all work in
Conformance with the Contract
Requirements?

X

2. The contractor was responsive and
Professional?

X

3. Are you satisfied with the quality of
the work performed by the Contractor?

X

4. Did the Contractor anticipate your needs
And provide value-added services beyond
The scope/requirements of the Contract?

X

Comments: _____

.....

For Approval (under \$50,000.00):



Signature of the City Manager/Mayor

7 / 18 / 2025

Date approved:

**SERVICE AGREEMENT
BY AND BETWEEN
CARTER & SLOOPE, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

July This Agreement ("Agreement") is made and entered into this *5th* day of ~~June~~, 2023, by and between Carter & Sloope, Inc. (hereinafter, "CONSULTANT"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONSULTANT and City sometimes referred to herein as "Parties").

WHEREAS, City desires to engage the services of CONSULTANT to perform for City professional services regarding annual on-call engineering services, as stated in City RFP No. 2022-0006 (the "Project"); and

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

1. **Termination.** This Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods. Either party shall have the right to terminate this Agreement at any time for cause upon sixty (60) days written notice. If the City decides not to renew the contract, the City shall provide the Consultant sixty (60) days written notice of such decision. The provisions of Section 2(c) below shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason (without cause or for convenience) with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONSULTANT to provide the services set forth on Exhibit A entitled "Scope of Work" and all responses to the RFP all attached hereto and incorporated herein by reference. The RFP No. 2022-0006 and all terms therein, including CONSULTANT's response to the RFP, shall be incorporated completely herein by reference.

(b) The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by members of the profession currently performing the same or similar services at the time in the same locality under similar conditions said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

(c) CONSULTANT shall indemnify and hold harmless the City and its employees (i) from and against, damages, losses and expenses, including but not limited to attorney's fees recoverable under law, owed to a Third party, provided that any such, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent

caused by the negligent act or omission of the CONSULTANT, their Subconsultants, anyone directly employed by any of them or anyone for whose acts any of them are liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONSULTANT, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

3. **Compensation.** CONSULTANT shall receive compensation from the City as set forth in the cost proposal attached hereto as Exhibit B. The Principal Engineer rate for years 2023, 2024, and 2025 will be \$230 per hour. In addition, the agreement will include 2022 Billing Rate Table as well as the Cost Proposal and Evaluation Criteria enclosed as Exhibit B.

4. **Miscellaneous.**

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

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

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

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

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

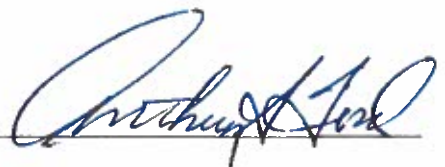
(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid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

performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

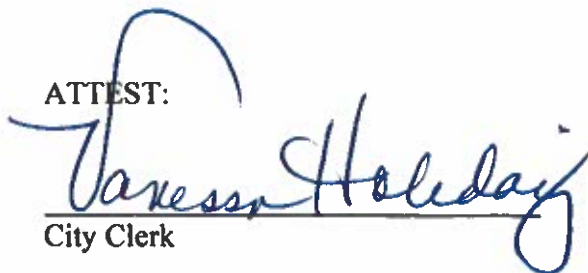
(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions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

(h) CONSULTANT shall at all times maintain sufficient liability insurance to cover their services under this Agreement.

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

By: 
CITY OF STOCKBRIDGE, GEORGIA

By: 
MARTIN C. BOYD, PE, PRESIDENT
Carter & Sloope, Inc.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

To the extent not in conflict with the RFP or Consultant's proposal in response to the RFP, and in such situation of a conflict the RFP shall control, the parties agree to the following terms and conditions:

1. Method and Terms of Payment: CONSULTANT agrees to perform the Services, and the City agrees to compensate the CONSULTANT for same as follows:
 - a. City shall compensate the CONSULTANT according to the charges, amounts and terms set forth in the RFP.
 - b. Statements. The CONSULTANT shall submit monthly statements for acceptable, completed work, based on the project effort and expenses charged through the last day of its fiscal month during the PROJECT duration.
 - c. Payments. City shall make monthly payments for completed work in accordance with the Prompt Payment Act found in Georgia Law after receipt of monthly Statements rendered by the CONSULTANT.
2. Suspension of Services: If the PROJECT or CONSULTANT'S Services are suspended for any reason other than the fault of CONSULTANT for more than thirty (30) calendar days in the aggregate, CONSULTANT may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the PROJECT schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) calendar days for any reason, in the aggregate, either party may, at its option, terminate this Agreement upon providing written notice to the other party.
3. Certifications. As used herein and throughout this Agreement, the words "certify" and/or "certification" shall mean an expression of the Engineering Consultant's professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Consultant.
4. Standard of Care, Disclaimer of Warranties. Consultant will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
5. Compliance with Local Laws. The Consultant shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
6. Public Responsibility. Both the City and the Consultant owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The City shall make no request of the Consultant that, in the Consultant's

reasonable opinion, would be contrary to the Consultant's professional responsibilities to protect the public. The City shall take all actions and render all reports required of the City in a timely manner. Should the City fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the City agrees that the Consultant has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The City agrees to take no action against or attempt to hold the Consultant liable in any way for carrying out what the Consultant reasonably believes to be its public responsibility. Furthermore, the City agrees the Consultant shall not be held liable in any respect for reporting said conditions. Accordingly, the City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs arising out of or in any way connected with the Consultant's notifying or failing to notify appropriate public officials.

7. Specification of Materials. The City understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Consultant is only expected to meet current industry standards and may rely on manufacturers' information and representations. The City agrees that if any product or material specified for this Project by the Consultant shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the City shall waive all claims as a result thereof against the Consultant. The City further agrees that if the City directs the Consultant to specify any product or material after the Consultant has informed the City that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the City waives all claims as a result thereof against the Consultant, and the City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
8. Opinions or Estimates of Costs. If included in the Services, the Consultant will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Consultant's experience on similar projects, which are not intended for City's or others' use in developing firm budgets or financial models, or making investment decisions. City agrees that any opinion of cost is still merely an estimate.
9. Jobsite Safety: Neither the professional activities of the Consultant, or the presence of the Consultant or its employees and sub-consultants at a construction site / Project site, shall impose any duty on the Consultant, nor relieve the General 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 Consultant 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 City agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the City's contract with the General Contractor. The City also agrees that the General Contractor shall defend and indemnify the City, the Consultant and the Consultant's sub-consultants and they shall be made additional insureds under the General Contractor's policies of general liability insurance.

10. **Dispute Resolution.** Claims, disputes, and other matters in controversy between Consultant and City caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The City and the Consultant further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. City and Consultant agree that venue for any litigation will be in the courts of the State of Georgia and Consultant and City both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

11. **Severability.** This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral, excluding the RFP and CONSULTANT's response to the RFP. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

Exhibit A – Scope of Services

Exhibit B – Pricing/Cost Proposal

**STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE**

RESOLUTION NO. R24-1696

A RESOLUTION TO APPROVE THE RENEWAL OF REQUEST FOR PROPOSAL (RFP) NUMBER 2022-0006, ON CALL GENERAL ENGINEERING SERVICES, WITH CARTER & SLOOPE, INC.

WHEREAS, the City of Stockbridge previously issued Request For Proposal (RFP) Number 2022-0006 for On Call General Engineering Services; and

WHEREAS, Carter & Sloope, Inc. was selected through a competitive selection process as the provider of these services due to their proven expertise and successful performance in previous engagements; and

WHEREAS, the initial term of engagement with Carter & Sloope, Inc. has come to completion, and the services provided have been found satisfactory and beneficial to the city's infrastructure and planning needs; and

WHEREAS, the City of Stockbridge deems it necessary and advantageous to renew the agreement with Carter & Sloope, Inc. for On Call General Engineering Services to ensure continuity and efficiency in ongoing and future city projects;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Stockbridge, Georgia, that the renewal of Request for Proposal Number 2022-0006 for On Call General Engineering Services with Carter & Sloope, Inc. is hereby approved.

SECTION 1. RENEWAL APPROVAL. The City Council authorizes the renewal of the contract with Carter & Sloope, Inc. for the provision of On Call General Engineering Services under the terms and conditions consistent with the initial agreement unless otherwise modified.

SECTION 2. TERMS OF ENGAGEMENT. The terms of engagement shall include, but not be limited to, providing general engineering services as needed by the City of Stockbridge, which may include project management, infrastructure design, urban planning, environmental assessments, and other related engineering services.

SECTION 3. FISCAL RESPONSIBILITY. The City Manager and City Finance Director are hereby directed to ensure that all expenditures under this renewal agreement are conducted in accordance with the city's budgetary regulations and financial oversight procedures.

SECTION 4. EXECUTION OF DOCUMENTS. The Mayor, or his designee, is authorized to execute any and all documents necessary to effectuate the renewal of the contract with Carter & Sloope, Inc.

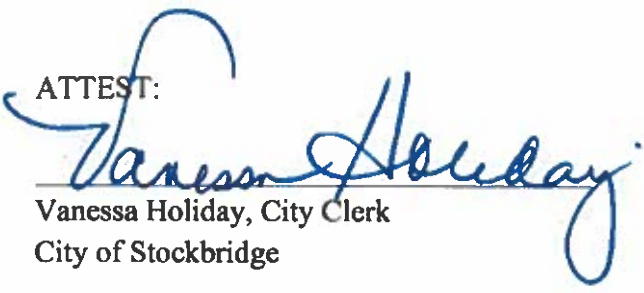
SECTION 5. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and approval by the City Council.

SECTION 6. CITY ATTORNEY AUTHORIZATION. Pursuant to the City's charter and with the consent of the City Council, the City Attorney is authorized to make necessary amendments to all contracts, resolutions, and documents to ensure conformity with the intent of the City Council and adherence to the City's laws and ordinances.

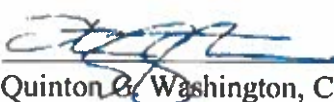
SO RESOLVED this the 8th day of April, 2024.


Anthony S. Ford, Mayor
City of Stockbridge

ATTEST:


Vanessa Holiday, City Clerk
City of Stockbridge

APPROVED AS TO FORM:


Quinton O. Washington, City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 11, 2025

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Decius T. Aaron

DEPARTMENT:

Public Works

ITEM/PROJECT/EVENT:

Request For Proposals Number (RFP) Number: 2022-0006, Annual On-Call General Engineering Services - Falcon Design Group, LLC.

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to renew the competitive solicited Contract pursuant to Request For Proposals (RFP) Number 2022-0006 - Annual On-Call General Engineering Services with Falcon Design Group, LLC.

The vendor was approved by Council on October 10, 2022, and the contract was signed on November 4, 2022. The Agreement is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion. This is the third (3rd) optional renewal year.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

\$200,000.00

ATTACHMENTS:

☐

STAFF RECOMMENDATION:

The Procurement Division is requesting Council's approval for renewal of Request For Proposal (RFP) Number 2022-0006, On-Call General Engineering Services, to Falcon Design Consultants, LLC, to provide On-Call General Municipal Engineering Services, on a per task order basis, related to but not limited to: general consulting; civil engineering; surveying; management of Capital Improvement Projects (CIPs); project design (water, sewer, stormwater, and roadway infrastructure); construction support and other civil engineering and/or community development projects deemed necessary by the City.

The Service Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods, with such options in the City's sole discretion. This is the third (3rd) renewal.

The Annual On-Call General Engineering Services scope of services consist of but not limited to: general consulting; civil engineering; surveying; management of Capital Improvement Projects (CIPs); project design (water, sewer, stormwater, and roadway infrastructure); construction support and other civil engineering and/or community development projects deemed necessary by the City.

The Public Works Department has determined that Falcon Design Consultants, LLC., is performing all work in accordance with the contract requirements and is providing quality services to the City. The contract expires November 4, 2025 .

The Public Works Department is requesting a contract renewal through November 4, 2026.

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

Exhibit I – Contract Agreement

Exhibit II – Contract Renewal Evaluation Form by Public Works Staff

Exhibit III—Cost Proposal

Fiscal Impact: Funds will be provided from account numbers 505-44200-521230, 505-43300-521230, 100-42200-521230, and 100-15650-521230 .



CONTRACT RENEWAL EVALUATION FORM

Date: July 14, 2025

To: Decius Aaron, Public Works Director

From: Wanda J Cooley, Contract Specialist
Email: Wcooley@stockbridgega.org

Subject: Contract No RFP No. 2022-0006 for On-Call General Engineering Services with Falcon Design Group, LLC – Exercise of 3rd Renewal Option

It is time to review the option to renew Contract No. RFP 2022-0006 with Falcon Design Group, LLC for On-Call General Engineering Services. This is the 3rd option to renew.

Please indicate your recommendation as to exercising the option to renew below by providing the department head's signature. Return to Wanda J. Cooley Procurement Department no later than Monday, July 21, 2025.

If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2) evaluating the Contractor's performance during the past Contract Term. If you answer "No" to any question, please provide a brief explanation.

Section 1: Renewal

Approve Option: Decius T. Aaron
(signature)

7 / 15 / 2025
mm dd yyyy

Disapprove Option: _____

/ /
mm dd yyyy

Amount Budgeted for Option Year: \$ N/A

Account#: 505-44200-521230, 505-43300-521230, 100-42200-521230, and 100-15650-521230

Department Head: Decius T. Aaron
(signature)

Section 2: Contractor's Evaluation**YES****NO****N/A**

1. The contractor performed all work in
Conformance with the Contract
Requirements?

X

2. The contractor was responsive and
Professional?

X

3. Are you satisfied with the quality of
the work performed by the Contractor?

X

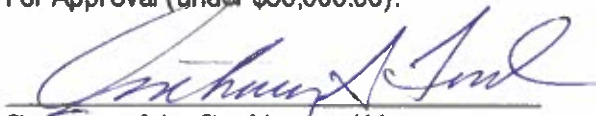
4. Did the Contractor anticipate your needs
And provide value-added services beyond
The scope/ requirements of the Contract?

X

Comments: _____

.....

For Approval (under \$50,000.00):



Signature of the City Manager/ Mayor

7/18/2025

Date approved:

SERVICE AGREEMENT

BY AND BETWEEN
FALCON DESIGN GROUP, LLC
AND
THE CITY OF STOCKBRIDGE, GEORGIA

This Agreement ("Agreement") is made and entered into this 24th day of November, 2022, by and between Falcon Design Group, LLC. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City services regarding annual on-call engineering services, as stated in City RFP No. 2022-0006 (the "Project"); and

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

1. **Termination.** This Agreement shall expire after one (1) year, though the Agreement can be renewed for up to four (4), one (1) year periods. The provisions of Section 2(c) below shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled "Scope of Work" and all responses to the RFP all attached hereto and incorporated herein by reference. The RFP No. 2022-0006 and all terms therein shall be incorporated completely herein by reference.

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

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the

CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

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

4. Miscellaneous.

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

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

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

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

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

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

performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

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

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

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

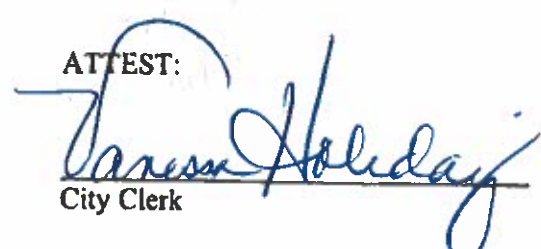
By: 
MAYOR

CITY OF STOCKBRIDGE, GEORGIA

By: 

Falcon Design Group, LLC

ATTEST:


City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R24-1726

**A RESOLUTION TO APPROVE THE SECOND RENEWAL OF RFP
2022-0006 FOR ON-CALL GENERAL ENGINEERING SERVICES
WITH FALCON DESIGN CONSULTANTS, LLC.**

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

WHEREAS, the Department of Public Works seeks approval for the second renewal of RFP 2022-0006 through November 4, 2025, with Falcon Design Consultants for on-call general engineering services on a per-task basis to include but not limited to: general consulting, civil engineering, surveying, managing Capital Improvement Projects, project design (water, sewer, stormwater, roadway infrastructure), and construction support in the amount of \$200,000.00, as detailed in Exhibit A; and,

WHEREAS, the funding source is from the Department of Public Works budgeted funds; SPLOST, and TSPLOST; and,

WHEREAS, the vendor was approved by Council on October 10, 2022, with a contract signed on November 4, 2022, for a one year period with the option to renew for up to four (4) years at the City's sole discretion; and,

WHEREAS, Under Stockbridge Municipal Code Section 3.30.227:

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

WHEREAS, the purchase has been reviewed and approved by the City Manager, Treasurer, City Attorney, and City Counsel;

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

SECTION 1. Approval of Contract Renewal for RFP 2022-0006. The Council hereby approves the contract renewal for on-call engineering services with

Falcon Design Consultants through November 4, 2025, in the amount of \$200,000.00. The contract can be terminated 60 days before the expiration of the contract. If not terminated the contract shall automatically renew for one year.

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

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

SECTION 4. Public Record This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

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

SECTION 6. Attorney Authorization. The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

SO RESOLVED this 30th day of July 2024

[SIGNATURES ON THE FOLLOWING PAGE]

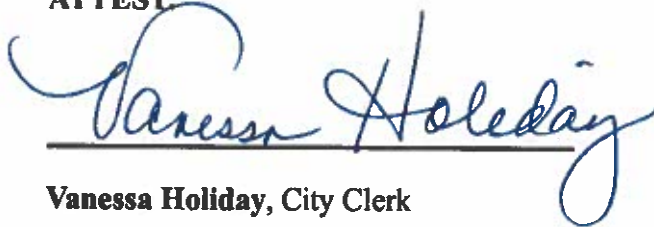
SO BE IT RESOLVED this 30th day of July, 2024.

CITY OF STOCKBRIDGE, GEORGIA



Anthony S. Ford, Mayor

ATTEST:



Vanessa Holiday, City Clerk

APPROVED AS TO FORM:



Quinton G. Washington, City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 11, 2025

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Consideration for renewal of Contract No. RFP No. 2018-0010Q – Non-Hazardous Special Waste Disposal Services with Republic Services.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to renew the contract for Request For Proposal (RFP) No. 2018-001Q, for Special Non-Hazardous Waste Services with Republic Services, Inc.

Term of Agreement – This Agreement is effective for one (1) month beginning on November 23, 2021 (the "Initial Term") and shall automatically renew for successive 1 month period (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$65,000.00

ATTACHMENTS:

STAFF RECOMMENDATION:

The Public Works Department is requesting Council's approval to renew the term contract for Request for Proposals (RFP) No. 2018-0010Q, Special Non-Hazardous Waste Services Agreement, between Republic Services, Inc., and the City of Stockbridge, for \$65,000.00, authorizing the budgetary actions related to the Agreement.

The Agreement with Republic Services, Inc., Request For Proposals (RFP) No. 2018-0010Q, Special Non-Hazardous Waste Services, was initiated on November 20, 2018. Republic Services, Inc., owns and operates the Pine Ridge Landfill, which is the closest landfill within a reasonable distance to dispose of waste, biosolid waste (sludge), and acceptable waste from the Wastewater Treatment Plant.

The Contract was entered into agreement on November 20, 2018, on a month-to-month basis, and is automatically renewed. The contract expires December 4, 2025, and will be automatically renewed on a month-to-month basis if approved by the council.

The Public Works Department has determined that Republic Services, Inc., has performed all work in accordance with the contract requirements, and has provided quality service to the City. For this reason, City Staff is requesting a contract renewal through December 4, 2026.

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

Section 3.30.160 – Exceptions. A 6. Utilities, where there is no reasonable basis for competitive procurement, for example, electric power, water, and sewerage.

Exhibit I – Special Waste Disposal Services Agreement for Non-Hazardous Wastes
Exhibit II - Contract Renewal Evaluation Form by Public Works Staff

Fiscal Impact: Funds will be provided from account number: 505-43300-523990.



CONTRACT RENEWAL EVALUATION FORM

Date: July 14, 2025

To: Decius Aaron, Public Works Director

From: Wanda J. Cooley, *Contract Specialist*
Email: wcooley@stockbridge.org

Subject: Contract No. RFP No. 2018-0010Q with Republic Services for Non-Hazardous Special Waste Disposal - Exercise of Auto Renewal Option for successive one (1) month periods.

It is time to review the option to renew RFP No. 2018-0010Q with Republic Services for Non-Hazardous Special Waste Disposal. The contract expires December 4, 2025, having automatic one (1) month renewable options.

Please indicate your recommendation as to exercising the option, along with the option-year budgeted amount, account number, and department head's signature. Return to Wanda J. Cooley, Procurement Department, no later than Monday, July 21, 2025. If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2, below) evaluating the Contractor's performance during the past Contract Term. If you answer "No" to any question, please provide a brief explanation.

Section 1: Renewal

Approve Option: Decius T. Aaron 7/14/2025
(Signature) (Date)

Disapprove Option: _____
(Signature) (Date)

Amount Budgeted for Option Year: \$ 65,000.00

Account #: 505-43300-523990

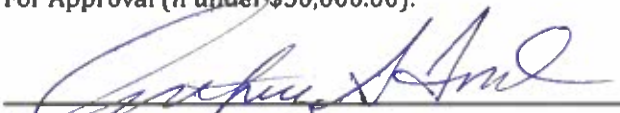
Department Head: Decius T. Aaron
(Signature)

Section 2: Contractor Evaluation

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

Comments: _____

For Approval (if under \$50,000.00):



Signature of the City Manager/Mayor:

7/18/2025
Date approved:



SPECIAL WASTE DISPOSAL SERVICES AGREEMENT FOR NON-HAZARDOUS WASTES

Special Waste Profile No: 3708131091
#100556

INVOICE TO (Generator Billing Information)			
GENERATOR NAME:	City of Stockbridge		
ATTN:	Kevin Miller		
EMAIL:	kmiller@stockbridgega.org		
ADDRESS:	4640 North Henry Blvd.		
CITY:	STATE:	ZIP CODE:	
Stockbridge	Georgia	30281	
TEL. NO.	678-833-3301 / Cell: 470-332-3202		

LANDFILL FACILITY ("Company")			
LEGAL ENTITY NAME:	Republic Services of Georgia, Limited Partnership		
ADDRESS:	105 Bailey Jester Rd.		
CITY:	STATE:	ZIP CODE:	
Griffin	Georgia	30224	
TEL. NO.	(470) 771-2731		
GENERAL MANAGER:	Justley Harston		EMAIL: jharston@republicservices.com
SALES REP:	Paula Adams		EMAIL: padams@republicservices.com TELEPHONE: (678) 290-7360

1. **Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Company agrees to accept, at the Facility designated above, Acceptable Waste (as defined in Section 6).

2. **Rates:**

A. **Rates for Disposal:**

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Municipal Sludge	Landfill	\$95.00 Per Ton	+ Applicable Fees: \$3.25 per ton GA State & Host / \$19.71 per load ERF and 13% Fuel Fee	

Additional Information:

Customer/Client will be responsible for notification of change in waste stream volume. Customer/Client will also be responsible for any additional charges for additional volume.

\$300.00 Minimum per load + Weekly billing - Approved Volume: 400 Tons **Profile Expires: 12/4/2024**

Cannot Exceed Daily Volume of Landfill Determined Without Prior Approval of Company.

B. **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1)

2)

C. **Taxes, Fees & Other Charges.** Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.

3. **Term of Agreement.** This Agreement is effective for 1 months beginning on August 5th, 2024 (the "Initial Term") and shall automatically renew for successive 1 month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

COMPANY AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, GENERATOR IS CERTIFYING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE HAVE BEEN REVIEWED AND INITIALED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE:

COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

DATE:

- 13 **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

70 **Unliquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

June 2021

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R24-1727

**A RESOLUTION TO APPROVE THE RENEWAL OF RFP 2018-0010Q
FOR NON-HAZARDOUS SPECIAL WASTE DISPOSAL SERVICES
FROM REPUBLIC SERVICES.**

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

WHEREAS, the Department of Public Works seeks approval for the second renewal of RFP 2018-0010Q through December 4, 2025, with Republic Services for non-hazardous special waste disposal services to dispose of waste, sludge and acceptable waste from the Wastewater Treatment Plant, in the amount of \$55,000.00, as detailed in Exhibit A; and,

WHEREAS, the funding source is from the Department of Public Works budgeted funds; and,

WHEREAS, the original term of agreement with the vendor commenced on November 23, 2021, with an automatic renewal for each successive one month period, terminating on December 4, 2024; and,

WHEREAS, Under Stockbridge Municipal Code Section 3.30.227:

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

WHEREAS, the purchase has been reviewed and approved by the City Manager, Treasurer, City Attorney, and City Counsel;

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

SECTION 1. Approval of Contract Renewal for RFP 2018-0010Q. The Council hereby approves the contract renewal for non-hazardous special waste disposal services with Republic Services through December 4, 2025, in the amount of \$55,000.00. This contract shall not renew unless approved by the Council.

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

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

SECTION 4. Public Record This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

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

SECTION 6. Attorney Authorization. The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

SO RESOLVED this 30th day of July 2024

[SIGNATURES ON THE FOLLOWING PAGE]

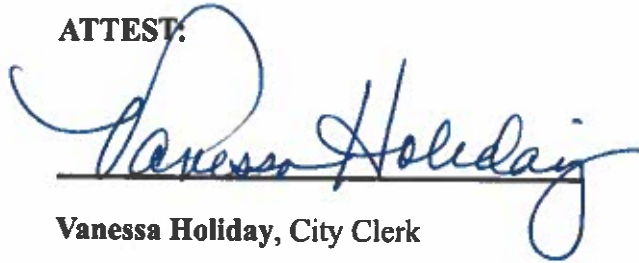
SO BE IT RESOLVED this 30th day of July, 2024.

CITY OF STOCKBRIDGE, GEORGIA

A handwritten signature in blue ink, appearing to read "Anthony S. Ford", written over a horizontal line.

Anthony S. Ford, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Vanessa Holiday", written over a horizontal line.

Vanessa Holiday, City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Quinton G. Washington", written over a horizontal line.

Quinton G. Washington, City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 11, 2025

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

REQUEST FOR PROPOSAL NUMBER (RFP) 201508-12 FOR SANITATION COLLECTION SERVICES WITH WASTE INDUSTRIES SOUTH ATLANTA, LLC/GFL ENVIRONMENTAL (GFL FORMERLY WASTE INDUSTRIES) - 5TH AND FINAL OPTION RENEWAL

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to exercise the fifth (5th) and final renewal for Request For Proposals Contract No. 201508-02 with GFL Environmental through **February 28, 2027**. The amount budgeted is **\$2,600,000.00**. The initial term of the Agreement with GFL was for five (5) years and eight (8) months beginning **May 1, 2016**, and ending **December 31, 2021**, with five (5) automatic one-year renewals. On **August 27, 2024**, Council approved the fourth contract renewal option in the amount of **\$1,800,000.00** thru **December 31, 2025**, Resolution R24-1734.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$2,600,000.00**

ATTACHMENTS:



CONTRACT RENEWAL EVALUATION FORM

Date: July 14, 2025

To: Decius Aaron, Public Works Director

From: Wanda J. Cooley, *Contract Specialist*
Email: wcooley@stockbridge.org

Subject: Contract RFP No. 201508-02 –Solid Waste Collection Transportation and Disposal Agreement with GFL Environmental, Inc. - Exercise of fifth (5th) and Final Renewal Option

It is time to review the 5th and final option to renew Contract No. 201508-02 for Solid Waste Collection Transportation and Disposal with GFL Environmental, Inc. The contract expires December 31, 2025.

Please indicate your recommendation as to exercising the option, along with the option-year contract amount, account number, and department head's signature. Return to Wanda J. Cooley, Procurement Department, no later than Monday, July 21, 2025. If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2, below) evaluating the Contractor's performance during the past Contract Term. If you answer "No" to any question, please provide a brief explanation.

Section 1: Renewal

Approve Option: Decius T. Aaron 7/14/2025
(Signature) (Date)

Disapprove Option: _____
(Signature) (Date)

Contract Renewal Amount: \$ 2,600,000.00

Account #: 540-45200-523991

Department Head: Decius T. Aaron
(Signature)

Section 2: Contractor Evaluation

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

Comments: _____

For Approval (under \$50,000.00):



Signature of City Manager/Mayor

7/18/2025
Date approved:

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO.

R24-1734

A RESOLUTION TO APPROVE THE FOURTH CONTRACT RENEWAL OF RFP 201508-02 FOR SANITATION COLLECTION SERVICES WITH WASTE INDUSTRIES SOUTH ATLANTA, LLC/GFL ENVIRONMENTAL (FORMERLY WASTE INDUSTRIES).

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

WHEREAS, the Department of Public Works seeks approval for the fourth contract renewal of RFP 201508-02 for Sanitation Collection Services with Waste Industries South Atlanta, LLC/GFL Environmental ("GFL," formerly Waste Industries), in the amount of \$1,800,000.00 as detailed in Exhibit A; and,

WHEREAS, the funding source for this contract is from the Sanitation Department Budget; and,

WHEREAS, the initial term of the agreement with GFL was for five (5) years and eight (8) months beginning May 1, 2016, and ending December 31, 2021, with five automatic one-year renewals; and,

WHEREAS, Under Stockbridge Municipal Code Section 3.30.227:

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

WHEREAS, the renewal has been reviewed and approved by the City Manager, Treasurer, Attorney, Procurement and Counsel;

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

SECTION 1. Approval of Contract Renewal for RFP 201508-02.

Council hereby approves the fourth contract renewal for Sanitation Collections Services with GFL, in the amount of \$1,800,000.00, through December 31,

2025.

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

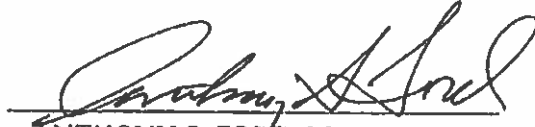
SECTION 3. Repeal of Conflicting Provisions All City Resolutions inconsistent with this Resolution are hereby repealed.

SECTION 4. Public Record This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

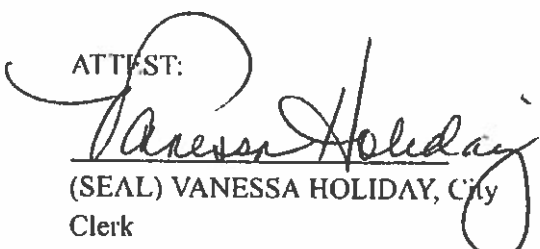
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Stockbridge as provided in the City Charter.

SECTION 6. Attorney Authorization. The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

SO RESOLVED this 27th day of August 2024


ANTHONY S. FORD, Mayor

ATTEST:


(SEAL) VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, City Attorney

**AMENDMENT OF SOLID WASTE COLLECTION TRANSPORTATION AND
DISPOSAL AGREEMENT BETWEEN THE CITY OF STOCKBRIDGE, GEORGIA
AND GFL ENVIRONMENTAL, INC.**

This Amendment ("Amendment") is made and entered into this 17th day of March, 2023, by and between the City of Stockbridge, Georgia (hereinafter, "City") and GFL Environmental, Inc. f/k/a Waste Industries South Atlanta, LLC ("GFL"). GFL and the City sometimes referred to herein collectively as "Parties."

WHEREAS, the Parties entered into the Solid Waste Collection Transportation and Disposal Agreement on or about April 11, 2016; and

WHEREAS, the Parties want to amend their Solid Waste Collection Transportation and Disposal Agreement to the limited extent as stated herein.

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

1. **GFL to Observe Certain Holidays.** In addition to other recognized holidays and as requested by the City, GFL hereby agrees to observe and not provide sanitation services in the City on (a) the Martin Luther King Jr. Holiday; and (b) the Juneteenth Holiday. For those weeks in which these holidays occur, GFL shall still provide services and adjust the sanitation schedule accordingly in recognition of these holidays.

2. **Customer Service Number.** GFL shall provide one additional customer phone number dedicated solely to service customers in the City of Stockbridge and not to be used for any other entity or government that GFL services.

3. **Performance Evaluation.** GFL and the City shall meet and confer regularly, or as requested by the City, to discuss GFL's performance of the Solid Waste Collection Transportation and Disposal Agreement and any issues or concerns that the City believes need to be addressed regarding such agreement.

4. **Effect on Parties' Solid Waste Collection Transportation and Disposal Agreement.** Other than Sections 1, 2, and 3 herein, this Amendment shall in no way amend, modify, or have any effect on any of the provisions of the Parties' Solid Waste Collection Transportation and Disposal Agreement and all such terms and provisions shall remain in full force and effect.

5. **Electronic Signature and Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree that the electronic signature of any party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment. The Parties may execute and electronically

deliver copies of this Amendment and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

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

By: 

CITY OF STOCKBRIDGE, GEORGIA

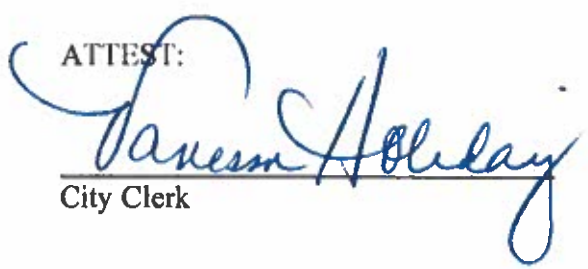
Dated: 3/7/2023

By: 

GFL ENVIRONMENTAL, INC.

Dated: 3/10/2023

ATTEST:


City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R25-1784

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE,
GEORGIA, APPROVING RFP 201508-02 TO CONTRACT WITH WRANGLER
HOLDINGS CORP. / GFL ENVIRONMENTAL FOR SANITATION COLLECTION
SERVICES.**

WHEREAS, the City of Stockbridge is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, Article IX, Section II, Paragraph IV of the Georgia Constitution empowers the governing authority of each county and of each municipality to adopt plans; and

WHEREAS, Council consideration is sought to approve RFP 201508-02 to contract with Wrangler Holdings Corp. ("Wrangler") / GFL Environmental ("GFL") for sanitation collection services, as detailed in Exhibit A attached;

WHEREAS, the Agreement will be in the amount of \$1,000,000.00 (one-million dollars), to be sourced from the sanitation department budget at no additional cost;

WHEREAS, Council, having considered RFP 201508-02, approves the contract for sanitation collection services with Wrangler/GFL.

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

SECTION 1. Approval of RFP 201508-02. Council hereby approves the contract with Wrangler/GFL for sanitation collection services in the amount of \$1,000,000.00, as detailed in Exhibit A attached.

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

SECTION 3. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

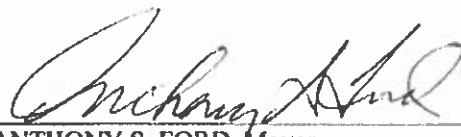
SECTION 4. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

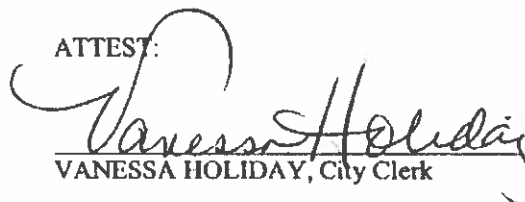
SECTION 5. Repeal of Conflicting Provisions. All City Resolutions inconsistent with this Resolution shall be repealed.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Stockbridge as provided in the City Charter.

SECTION 7. Attorney Authorization. The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

SO RESOLVED this 25th day of March 2025.


ANTHONY S. FORD, Mayor

ATTEST:
 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


QUINTON G. WASHINGTON, City Attorney

**STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE**

RESOLUTION NO.

R24-1734

A RESOLUTION TO APPROVE THE FOURTH CONTRACT RENEWAL OF RFP 201508-02 FOR SANITATION COLLECTION SERVICES WITH WASTE INDUSTRIES SOUTH ATLANTA, LLC/GFL ENVIRONMENTAL (FORMERLY WASTE INDUSTRIES).

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

WHEREAS, the Department of Public Works seeks approval for the fourth contract renewal of RFP 201508-02 for Sanitation Collection Services with Waste Industries South Atlanta, LLC/GFL Environmental ("GFL," formerly Waste Industries), in the amount of \$1,800,000.00 as detailed in Exhibit A; and,

WHEREAS, the funding source for this contract is from the Sanitation Department Budget; and,

WHEREAS, the initial term of the agreement with GFL was for five (5) years and eight (8) months beginning May 1, 2016, and ending December 31, 2021, with five automatic one-year renewals; and,

WHEREAS, Under Stockbridge Municipal Code Section 3.30.227:

"The City Council shall approve all renewals or term contract extensions:

- (A). To afford the city a continuous supply of items or services in the event of the termination or near-termination of the award/contract and
- (B). where cost is greater than fifty-thousand dollars (\$50,000.00); and when the original contract was approved by the City Council."

WHEREAS, the renewal has been reviewed and approved by the City Manager, Treasurer, Attorney, Procurement and Counsel;

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

SECTION 1. Approval of Contract Renewal for RFP 201508-02.

Council hereby approves the fourth contract renewal for Sanitation Collections Services with GFL, in the amount of \$1,800,000.00, through December 31,

2025.

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

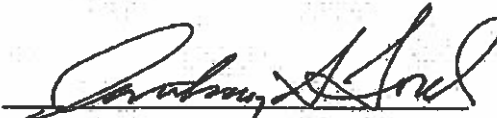
SECTION 3. Repeal of Conflicting Provisions All City Resolutions inconsistent with this Resolution are hereby repealed.

SECTION 4. Public Record This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

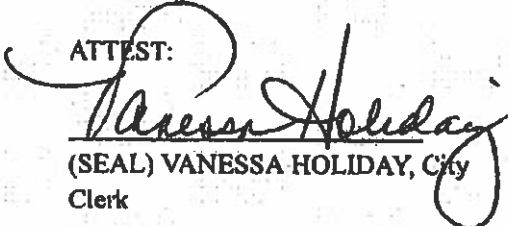
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Stockbridge as provided in the City Charter.

SECTION 6. Attorney Authorization. The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

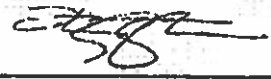
SO RESOLVED this 27th day of August 2024


ANTHONY S. FORD, Mayor

ATTEST:


(SEAL) VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



QUINTON WASHINGTON, City Attorney

State of Georgia
Henry County

**AMENDMENT OF CONTRACT AGREEMENT BETWEEN
THE CITY OF STOCKBRIDGE AND GFL ENVIRONMENTAL**

This Amendment of Contract made between the City of Stockbridge and GFL Environmental dated January 9, 2024:

Section: Disposal

As of May 13, 2025, The City of Stockbridge Transfer Station will be closed. Because of this situation, GFL must dispose of solid waste at a new disposal facility. All volume will be transported to the GFL South Side Transfer Station. South Side Transfer Station is located at: 252 1st Manassas Mile, Fayetteville, GA 30215. The contract amendment will reflect and be effective 2/1/25 to ensure the transition is smooth with an operational plan in place.

Section: Pricing

Due to the City of Stockbridge TS being shut down, GFL will now have to transport the solid waste to GFL South Side Transfer Station. This operational change increases fuel and hourly costs that result in an increased disposal rate. The new disposal rate will be \$52.27. All other terms and conditions of the entire original contract and subsequent amendments remain the same.

In witness whereof, City of Stockbridge and Contractor have executed this contract amendment as of this day and first year written.

GFL ENVIRONMENTAL

BY: _____

Name and Title: _____

Date: _____

CITY OF STOCKBRIDGE

BY: _____

Name and Title Anthony S. Ford, Mayor

Date: 4/29/2025

RESOLUTION R16-686

A RESOLUTION AUTHORIZING THE ENTERING INTO A CONTRACT WITH WASTE INDUSTRIES USA, INC. FOR THE PROVISION OF SOLID WASTE SERVICES; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into a contract for the provision of solid waste services with Waste Industries USA, Inc.

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

1. **Approval of Execution.** The City hereby approves the contract for solid waste services with Waste Industries USA, Inc., attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

EXHIBIT A
CONTRACT

AG16-3410

**Solid Waste Collection
Transportation and Disposal Agreement**

This Solid Waste Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this the 11 day of April 2016, by and between the City of Stockbridge, hereinafter referred to as "CUSTOMER", and Waste Industries South Atlanta, LLC, a Georgia limited liability company, hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER issued a Request for Proposals for Sanitation Collection Services, a copy of which is attached as Exhibit A (the "RFP"); and

WHEREAS, CONTRACTOR was awarded the work under the RFP; and

WHEREAS, as a result thereof, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Henry and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of five years and eight months beginning May 1, 2016 and ending December 31, 2021 (the "Initial Term") provided that, consistent with the multi-year contractual provisions of O.C.G.A 36-60-13, this Agreement shall be automatically renewed on January 1 of each year unless either party provides written notice to the other of its intention not to renew this Agreement not less than ninety (90) days prior to the expiration of the then-current one-year period. The Initial Term will be automatically extended for five subsequent additional one-year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. Together with the services described in the RFP and CONTRACTOR'S response thereto, CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste within its boundaries from the point of pickup to the CUSTOMER owned transfer station located in the city limits of Stockbridge or, with CUSTOMER approval a solid waste disposal site in CONTRACTOR'S discretion, which

facility that has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services"). In the event of any inconsistency between this Agreement, the RFP and CONTRACTOR's response to the RFP, this Agreement will govern, followed by CONTRACTOR's response to the RFP, followed by the RFP.

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 gallon cart to be serviced on a scheduled basis as described on Exhibit A. Homes that generate more than the cart can hold shall be encouraged by CUSTOMER's Code Enforcement Department to add a recycling cart or a second garbage cart. Bags placed outside of the cart will be collected at "No Charge" but will also be reported to CUSTOMER. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) Residential Curbside Recycling Collection - All residential units who would like to participate in the curbside recycling program will be provided with a 65 gallon cart to be serviced on a scheduled basis as described on Exhibit A. The acceptable materials to be placed in the cart are subject to Section 3 below. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service.

c) Residential Curbside Bulk Collection. Each home will receive bulky item collection service on a scheduled basis as described on Exhibit A. Residents must call in to schedule pick-up at least 24 hours before collection day. A maximum of three items may be placed at the curb for each service. All appliances must have Freon removed by a certified technician prior to collection.

d) Residential Curbside Yard Waste Collection – Subject to Section 3 below, service will be provided on a scheduled basis as described on Exhibit A. Residents must call in to schedule pick-up at least 24 hours before collection day. Each pick up will be limited to 4 cubic yards, approximately the size of a standard pick-up truck bed, or a pile 4ft. high x 4ft. deep x 4ft. wide. Leaves and grass clippings must be bagged. Limbs and branches shall not exceed 4ft. in length.

e) Residential Backdoor Garbage Collection – Any Qualified Disabled Resident (QDR) who is unable to roll the cart to the curbside, with no other able bodied resident in their home, may receive back or side door service. The QDR must register at City Hall to be considered. The total number of QDR service locations may not exceed 3% of the total number of homes serviced.

f) Non-Standard Services – Residents may contract directly with CONTRACTOR for additional services including extra containers or frequency of pick-up as set forth on Exhibit B (the "Non-Standard Services"). Rates for Non-Standard Services are described on Exhibit B and residents requesting Non-Standard Services will be invoiced directly by CONTRACTOR in such amounts on a monthly basis. CONTRACTOR will reimburse CUSTOMER for the disposal costs associated with Non-Standard Services in the manner set forth on Exhibit B.

3. Types of Waste; Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid

Waste, and only such Acceptable Solid Waste as is disposed of in a 96-gallon CONTRACTOR-provided roll-out cart.

- b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste, commercial solid waste, industrial solid waste, and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- c) Bulk items may include waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in CONTRACTOR-provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- d) Yard Waste may be leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from non-commercial landscaping development and maintenance other than mining, agricultural, and silvicultural operations. All leaves and grass clippings must be containerized in a bag or box. Limbs and prunings shall be piled in an area at the curb that is no greater than 4 feet high x 4 feet wide x 4 feet deep. Limbs and branches shall not exceed 8 inches in diameter and 4 feet in length.
- e) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2) such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, junk mail, magazines and cardboard. This list of materials may be modified as recycling capabilities and markets change. Glass is not acceptable.
- f) For the purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- g) For purposes of this Agreement, "Unacceptable Solid Waste" means:
 - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

- h) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance this Agreement, including backup equipment. All equipment shall be maintained by CONTRACTOR in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day and Memorial Day. Any other holidays will be mutually agreed upon between CONTRACTOR and CUSTOMER. In the event that CUSTOMER service days fall on a designated holiday, service will be provided the following day and each day following will be one day behind.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit B incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). The Service Fee does not include payment for any Non-Standard Services. Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units which CONTRACTOR will provide Services is

estimated as of the date of this Agreement to be 7,500 provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced.

8. Adjustments:

a) The Service Fee will be increased annually every May 1st beginning on May 1, 2017 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2). Annual increases may not exceed 5% of the then current rate.

b) The Service Fee may be adjusted more often than annually, upon CUSTOMER approval, if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as fuel cost, landfill fees and governmental regulations.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Public Works Director or his designee. CUSTOMER will direct all interaction related to this Agreement to the Facility Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m. Residents will contact CONTRACTOR directly for all service requests or issue resolution. Residents will contact CUSTOMER for all billing inquiries and to start or terminate service. With respect to Non-Standard Services, all contact will be directly between CONTRACTOR and the resident.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Reporting and Technology: CONTRACTOR will provide an internet based technology to provide service information to residents and service request capabilities to CUSTOMER. Upon request CONTRACTOR will provide reports on service communications and material volumes collected. In addition, if requested by CUSTOMER, CONTRACTOR will notify the

residents by phone with respect to any changes in service day or other similar information. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services.

14. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages. The terms and conditions of this Section 14 will in no way impact the termination provisions described in Section 1 related to the multi-year contractual provisions of O.C.G.A. 36-60-13.

15. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

16. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

17. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

18. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City as outlined below:

Coverage
Workers Compensation

Minimum Limits of Liability
Statutory

Employer Liability	\$1,000,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

19. Reserved.

20. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries
3351 North Henry Blvd
Stockbridge, GA 30281
Attn: Facility Manager
Telephone No.: (770) 305-8300

If to CUSTOMER, to:

City of Stockbridge
4640 North Henry Blvd
Stockbridge, GA 30281
Attn: Public Works Director
Telephone No.: (770) 389-7900

21. Entire Agreement. This Agreement, together with the RFP and the CONTRACTORS' Proposal Submission, constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein. Any language in the Agreement, that is not consistent with the Request for Proposal PS-15-04 or the CONTRACTORS Proposal Submission, shall take precedent as a negotiated modification that is acceptable to both parties.

22. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the City of Stockbridge and Waste Industries South Atlanta, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Stockbridge

By: [Signature]
Name: Anthony S. Ford
Title: Mayor Pro Tem

Waste Industries South Atlanta, LLC

By: [Signature]
Name: Greg Lawson
Title: C.O.O.

EXHIBIT B

Curbside Solid Waste Collection Services & Fees

Type	Container Size	Service Frequency	Monthly Rate
Garbage Collection	95 Gallon Cart	Weekly	Included
Recycling Collection	65 Gallon Cart	Bi-Weekly	Included
Bulk Collection	N/A	Weekly	Included
Yard Waste Collection	N/A	Weekly	Included

Total monthly rate for all services: \$9.49

Non-Standard Residential - Services & Fees

Type	Container Size	Service Frequency	Monthly Rate
2 nd Garbage Cart	95 Gallon	Weekly	\$10.00

Non-Standard Commercial - Services & Fees

Type	Container Size	Service Frequency	Monthly Rate
Garbage Collection	95 Gallon Cart	Weekly	\$20.00
Additional Carts	95 Gallon Cart	Weekly	\$10.00 each

Non-Standard Services - Billing

Non-Standard Services will be billed directly to the resident by the CONTRACTOR on a quarterly basis. Because CUSTOMER is paying all disposal fees direct to the disposal facility, and disposal fees are not included in the standard Service rates, CONTRACTOR will pay CUSTOMER a rate of \$2.00 per cart per month for all Non-Standard Services. Rates for Non-Standard Services include the \$2.00 rate for disposal. This would also apply to any non-residents serviced by CONTRACTOR and combined with CUSTOMER routes. Non-resident services may only occur with CUSTOMER approval.

Garbage, Bulk and Yard Waste Disposal Fees

All waste materials will be delivered to the CUSTOMER owned transfer station located within the city limits of Stockbridge. CUSTOMER is responsible for paying all disposal fees. During holiday weeks when the CUSTOMER owned transfer station is not in operation, waste materials will be diverted to one of the following CONTRACTOR owned facilities

Southside Transfer Station	Fayetteville, GA	Disposal Fee	\$26.25 per ton
Fairburn Transfer Station	Fairburn, GA	Disposal Fee	\$26.25 per ton



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 11, 2025

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Decius T. Aaron

DEPARTMENT:

Public Works

ITEM/PROJECT/EVENT:

Request For Proposals Number (RFP) 2024-0005, Janitorial Maintenance Services - Intercontinental Commercial Services, Inc. (ICS).

BACKGROUND INFORMATION:

April 24, 2024, the Procurement Department solicited RFP's from qualified firms to provide Janitorial Maintenance Services to all city buildings. June 26, 2024, Council approved awarding the contract for Janitorial Maintenance Services to Intercontinental Commercial Services, Inc. (ICS) in the amount of \$143,100.00, Resolution No. R24-1722.

The Public Works Department is requesting City Council's approval to exercise the second (2nd) one (1) year renewal option with Intercontinental Commercial Services, Inc. (ICS).

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

\$143,100.00

ATTACHMENTS:

☐

STAFF RECOMMENDATION:

The Public Works Department is requesting Council's approval to renew the term contract for Request for Proposals (RFP) No. 2024-0005, Janitorial Maintenance Services, Intercontinental Commercial Services, Inc., and City of Stockbridge, for \$143,100.00, authorizing the budgetary actions related to the Contract.

The procurement was solicited, in accordance with Council recommendation and approved Ordinance, to engage the services of qualified contractors with proven track records to maintain the City of Stockbridge facilities, based on the scope of services listed within the Request for Proposals, and to perform wipe-downs and disinfecting services to combat COVID-19.

The Contract is for one (1) year, with the option to renew for four (4) one (1) year periods, with such options in the City's sole discretion.

The Public Works Department has determined that Intercontinental Commercial Services, Inc. (ICS) is performing all work in accordance with the contract requirements, and is providing quality services to the City. The contract expires December 31, 2025.

The Public Works Department is requesting a contract renewal through December 31, 2026. This is the second (2nd) optional renewal.

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

Exhibit 1 – Contract Renewal Evaluation Form

Exhibit 2 – Contract Agreement

Exhibit 3 – Resolution R24-1722

Fiscal Impact: Janitorial Maintenance Services – Government Buildings (General Fund).

100-15650-522318 – Facility Cleaning Police Department

110-15650-522319 – Facility Cleaning Public Works Administrative Building

100-15650-522321 – Facility Cleaning City Hall

100-15650-522322 – Facility Cleaning Merle Manders Conference Center

100-15650-522323 – Facility Cleaning Welcome Center

100-15650-522324 – Facility Cleaning Municipal Court

100-15650-522325 – Facility Cleaning Maintenance Shop

100-15650-522326 – Facility Cleaning WWTP

100-15650-522327 – Facility Cleaning Merle Manders Conference Center Admin. Building



CONTRACT RENEWAL EVALUATION FORM

Date: July 14, 2025

To: Decius Aaron, Public Works Director

From: Wanda J. Cooley, Contract Specialist
Email: Wcooley@stockbridgega.org

Subject: RFP No. 2024 – 0005 Janitorial Maintenance Contract with Intercontinental Commercial Services, Inc. (ICS) – Exercise of 2nd Renewal Option

It is time to review the option to renew Contract No. RFP 2024-0005 with Intercontinental Commercial Services, Inc. (ICS) for Janitorial Maintenance Services. This is the 2nd option to renew.

Please indicate your recommendation as to exercising the option to renew below by providing the department head's signature. Return to Wanda J. Cooley Procurement Department no later than Monday, July 21, 2025.

If you intend to disapprove this option, please provide a concise statement of your rationale for disapproval.

Per Section 1, please indicate whether you wish to renew this contract.

Complete the Survey (Section 2) evaluating the Contractor's performance during the past Contract Term. If you answer "No" to any question, please provide a brief explanation.

Section 1: Renewal

Approve Option: Decius T. Aaron 7 / 15 / 2025
(signature) mm dd yyyy

Disapprove Option: _____
mm / dd / yyyy

Amount Budgeted for Option Year: \$ 143,100.00

Account#: 100-15650-522321/522324/522322/522323/522325/522326/522319/522318

Department Head: Decius T. Aaron
(signature)

Section 2: Contractor's Evaluation**YES****NO****N/A**

1. The contractor performed all work in
Conformance with the Contract
Requirements?

X

2. The contractor was responsive and
Professional?

X

3. Are you satisfied with the quality of
the work performed by the Contractor?

X

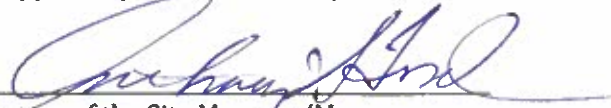
4. Did the Contractor anticipate your needs
And provide value-added services beyond
The scope/requirements of the Contract?

X

Comments: _____

.....

For Approval (under \$50,000.00):



Signature of the City Manager/Mayor

7, 18, 2025

Date approved:

APPENDIX B Contract Agreement

This Contract Agreement made and entered into this 9th day of **July** in the year **2024** (the "Agreement"); by and between The **City of Stockbridge**, Georgia (the "City"), having its principal place of business at 4640 North Henry Boulevard, Stockbridge, Georgia 30281 and **Intercontinental Commercial Services, Inc.** (the "Contractor").

WHEREAS, the City has caused the Request for Proposal to be issued soliciting bids/proposals from qualified firms to furnish all items, labor services, materials and appurtenances called by them in accordance with the 2024-0005; and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Contractor's proposal was deemed by the City to be the most advantageous to the City;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which being hereby acknowledged by the parties, the parties agree as follows

1.0 SCOPE OF WORK

In accordance with Stockbridge's Janitorial Maintenance Services project, the Contractor shall furnish all materials, equipment and labor to provide the services described in the RFP to the specifications as directed in the RFP and pursuant to the terms of this Agreement, including all incidentals as directed by the City's Public Works Department and the City Manager or his/her representative.

The services shall be performed in a prompt and professional manner in accordance with the standards of the profession.

The scope of services for this Agreement consists of the following listed under the proposal, complete janitorial services for the City of Stockbridge, which are listed within this proposal, from a certified, bonded Contractor. Additionally, the City will need a Contractor that can perform daily wipe downs and disinfecting services to combat COVID-19.

The City currently has nine (9) locations that require janitorial services. The total square footage to be serviced is approximately one hundred twenty-two thousand five hundred (122,500) square feet. This number is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of service(s). The successful Contractor will be required to provide quality service with minimal service call backs.

Payment. The City shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done

by the Contractor under this Agreement, which shall in be in the based amount of \$143,100.00 which sum shall be paid in the manner and terms specified in the Agreement. Before issuance of certificate of payment, if the Contractor has not submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the Project have been paid, the City may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work on the Project (the "Work"), and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

2.1 Term

This Agreement shall be effective upon its execution _____. The initial term of this Contract shall be through December 31, 2024. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2024, and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

This Contract may be renewed for four (4) additional twelve-month terms, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to service provider or termination and non-renewal by December 31 of the Contract year.

If the Project has not been completed by (_____N/A_____), this Agreement shall automatically renew for an additional one year or part of the year necessary to conclude the Project unless the City chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving seven (7) days written notice to the Contractor.

2.2 Change Orders

Written approval shall be obtained by the Contractor for all change orders or contingency items prior to the start of any work.

3.0 INDEPENDENT CONTRACTOR

3.1 The Contractor shall be an independent contractor. The Contractor is not an employee, agent or representative of the City. The Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City Representative at the time of executing the Agreement.

3.2 Neither the City nor the Contractor has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any

employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

4.0 INDEMNIFICATION

The Service Provider agrees to indemnify the City (including elected officials and employees) and hold the City harmless from and against any and all claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorney's fees arising out of or related to: (a) a breach of the contract by Service Provider or (b) the performance of this Contract, whether by Service Provider, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of a party indemnified hereunder. Service Provider's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Service Provider or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. Service Provider shall not settle or compromise any indemnifiable claims hereunder without the prior written consent of the City. The City cannot and does not agree to indemnify, hold harmless, exonerate or assume the defense of Service Provider or any other person or entity whatsoever, for any purpose whatsoever.

5.0 INSURANCE

The Contractor shall, at its own cost and expense, obtain and maintain workers' compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company acceptable to the City and legally licensed and authorized to transact business in the State of Georgia. Any such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of the Agreement.

The Contractor and its sub-Contractors shall secure and maintain the following insurance as itemized below:

5.1.1 Workers' Compensation Insurance

Workers' Compensation insurance shall meet the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$5,00,000 disease-policy limit and \$100,000 disease each employee.

5.1.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis shall include contractual liability coverage and the City shall be named an additional insured. The insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

5.1.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

5.1.4 Professional Liability Insurance or Errors & Omissions Insurance

The Contractor shall maintain Professional Liability (Errors & Omissions) Insurance with coverage and limits no less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate, in the event a contractor is performing design, engineering or other professional services.:

The insurance policy must provide the protection stated for three (3) years after completion of the Work. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards.

The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. If the policy is canceled, not renewed or materially changed, Contractor must provide notice to the City no more than thirty (30) days after the date of such cancellation, non-renewal or change.

The Contractor shall require any of its Sub-Contractors, if sub-contracting is allowable under this Agreement, to comply with these provisions.

5.2 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles (GAAP) to properly account for expenses incurred under this Agreement.

5.3 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

6.2 TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

6.3 TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

7.0 INCLUSION OF DOCUMENTS

The Agreement, any amendments thereto, the RFP, and the Contractor's Bid/Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this Agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's Proposal, the language in the former shall govern.

8.0 COMPLIANCE WITH ALL LAWS AND LICENSES

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

9.0 ASSIGNMENT

The Contractor shall not assign or subcontract the whole or any part of this

Agreement without the City's prior written consent.

10.0 AMENDMENTS IN WRITING

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

11.0 DRUG-FREE AND SMOKE-FREE WORK PLACE

11.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

11.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph (7), subsection (b) of the Official Code of Georgia Annotated Section 50-24-3.

11.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

11.3.1 The Contractor has made false certification herein; or

11.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

12.0 WORK AUTHORIZATION PROGRAM

Exhibit "A" is hereby incorporated into this Agreement and made a part hereto. Exhibit "A" enables all parties to be in compliance with O.C.G.A. § 13-10-91 as it pertains to statutorily-required verification of employees.

13.0 GOVERNING LAW AND VENUE

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any disputes that arise under this Agreement shall be subject to the jurisdiction of the courts of Henry County, Georgia or the Northern District of Georgia, as applicable.

14.0 MISCELLANEOUS PROVISIONS

A. It is understood and agreed by and between the City and the Contractor that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney's fees, court costs and other expenses occasioned by such default(s) or breach(es).

- B. All notices from Contractor to the City shall be served on or sent to the City at the following address:

City of Stockbridge
Attn: Procurement Department
4640 North Henry Boulevard
Stockbridge, Georgia 30281-3651

With a copy to:

City of Stockbridge
Attn: City Attorney
4640 North Henry Boulevard
Stockbridge, Georgia 30281-3651

All notices from the City to the Contractor shall be served on or sent to Contractor at its registered office and at the following contact format:

Name:	Intercontinental Commercial Services, Inc. (ICS, Inc.)
Address:	912 Hurricane Shoals Rd. NE
City, State & Zip	Lawrenceville, Georgia 30043
Telephone Number:	(678) 530-0401

- C. Force Majeure. Neither party hereto shall be liable to the other party for any nonperformance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience, acts of a public enemy acts of governments or agencies affecting the terms of this Agreement, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, hurricanes, storms, floods, or other acts of GOD. In the event, that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's nonperformance shall not constitute a default. Notwithstanding the foregoing, if the non-performing party is unable to resume full performance despite reasonable attempts to do so, the other party shall have the right to terminate this Agreement pursuant to the provisions of Paragraph 4 above.

15.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

MAYOR AND COUNCIL FOR
THE CITY OF STOCKBRIDGE

(SEAL)

By: _____

ANTHONY S. FORD, Mayor

ATTEST:

Vanessa Holiday
VANESSA HOLIDAY, City Clerk

Approved as to form:

City Attorney

CONTRACTOR

(SEAL)

By: _____

Seung Kim, Secretary
ATTEST: _____

Elissa Dodsworth, Manager

[THIS SPACE INTENTIONALLY LEFT BLANK]

**STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE**

RESOLUTION NO.

R24-1720

**A RESOLUTION TO APPROVE REQUEST FOR PROPOSAL (RFP) 2024-0005
AWARDING JANITORIAL MAINTENANCE SERVICES TO
INTERCONTINENTAL COMMERCIAL SERVICES, INC.**

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

WHEREAS, the Department of Public Works seeks Counsel approval of RFP 2024-0005 awarding a contract for Janitorial Maintenance Services to Intercontinental Commercial Services, Inc. in the amount of \$143,100.00 from July 1, 2024 – December 31, 2024; as detailed in Exhibit A; with an option to to renew the first year from January 1, 2025 – December 31, 2025 at the sole discretion of the City; and,

WHEREAS, On April 24, 2024, the Stockbridge Procurement Department solicited RFP's from qualified firms to provide Janitorial Maintenance Services to all city buildings, and upon review and evaluation the Selection Committee ranked responses based upon qualifying factors outlines in the RFP as detailed in Exhibit A attached; and,

WHEREAS, Five firms submitted proposals for evaluation which were evaluated and ranked as follows by a five-member selection committee based on the Firm's Project Teach Qualifications/Qualifications of Key Personnel, Technical Approach/Project Management, and Costs:

1. Intercontinental Commercial Services, Inc.
2. Level Seven Commercial Cleaning
3. American Facility Services
4. Quality 1st Services, LLC
5. W & K Janitorial Services

WHEREAS, Based on these ranking, the Public Works Department recommended that the contract for janitorial services be awarded to Intercontinental Commercial Services, Inc. for a one (1) year period, with an option to renew for up to four (4) one (1) year periods, with such option being in the City's sole discretion; and,

WHEREAS, the purchase has been reviewed and approved by the City Manager, Treasurer, City Attorney, and the Procurement Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA:

SECTION 1. Approval of (RFP) 2024-00015 for Janitorial Services – Council approves RFP 2024-0005 awarding the contract for Janitorial Maintenance Services to Intercontinental Commercial Services, Inc. in the amount of \$143,100.00 from July 1, 2024 – December 31, 2024, for a one year period, with the option to renew beginning January 1, 2025 – December 31, 2025 for up to four years, at the City's sole discretion.

SECTION 2. Repeal of Conflicting Provisions - All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. Severability - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, which shall not affect the remaining portions of this Resolution.

SECTION 4. Attestation and Public Record - The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

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

SECTION 6. Attorney Authorization - The City Attorney, backed by the City's charter and with the explicit endorsement of the City Council, is authorized to make necessary amendments to contracts, ordinances, resolutions, and documents to align them with the intent of the City Council and ensure compliance with all pertinent city laws and regulations.

SO RESOLVED this 26th day of June 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

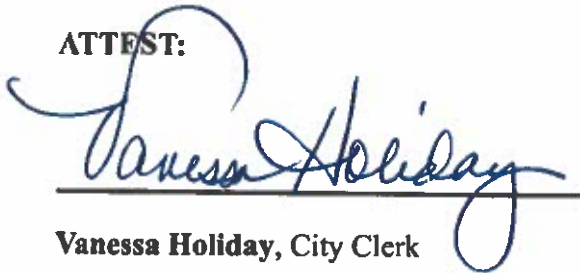
SO BE IT RESOLVED this 20th day of June 2024.

CITY OF STOCKBRIDGE, GEORGIA



Anthony S. Ford, Mayor

ATTEST:



Vanessa Holiday, City Clerk

APPROVED AS TO FORM:



Quinton G. Washington, City Attorney



City of Stockbridge

AGENDA ITEM

MEETING DATE

August 26, 2025

FUNDING SOURCE

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

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Rock Quarry Road Extension.

BACKGROUND INFORMATION:

SIGNATURES:

CITY MANAGER

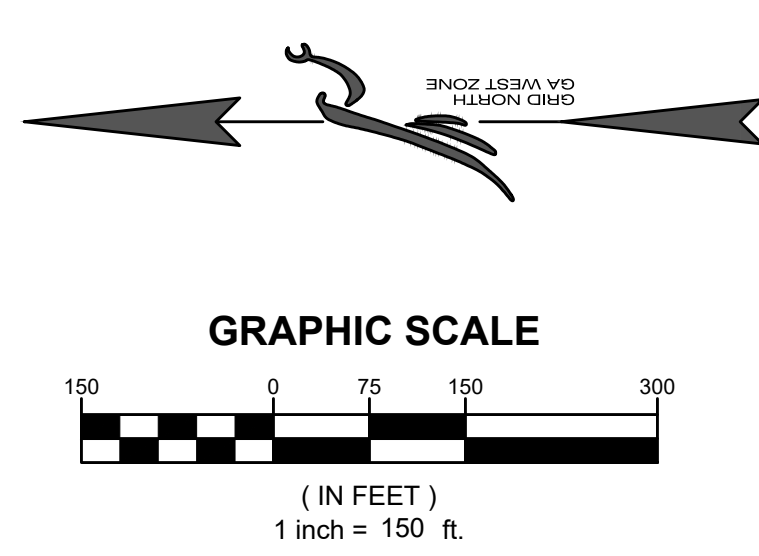
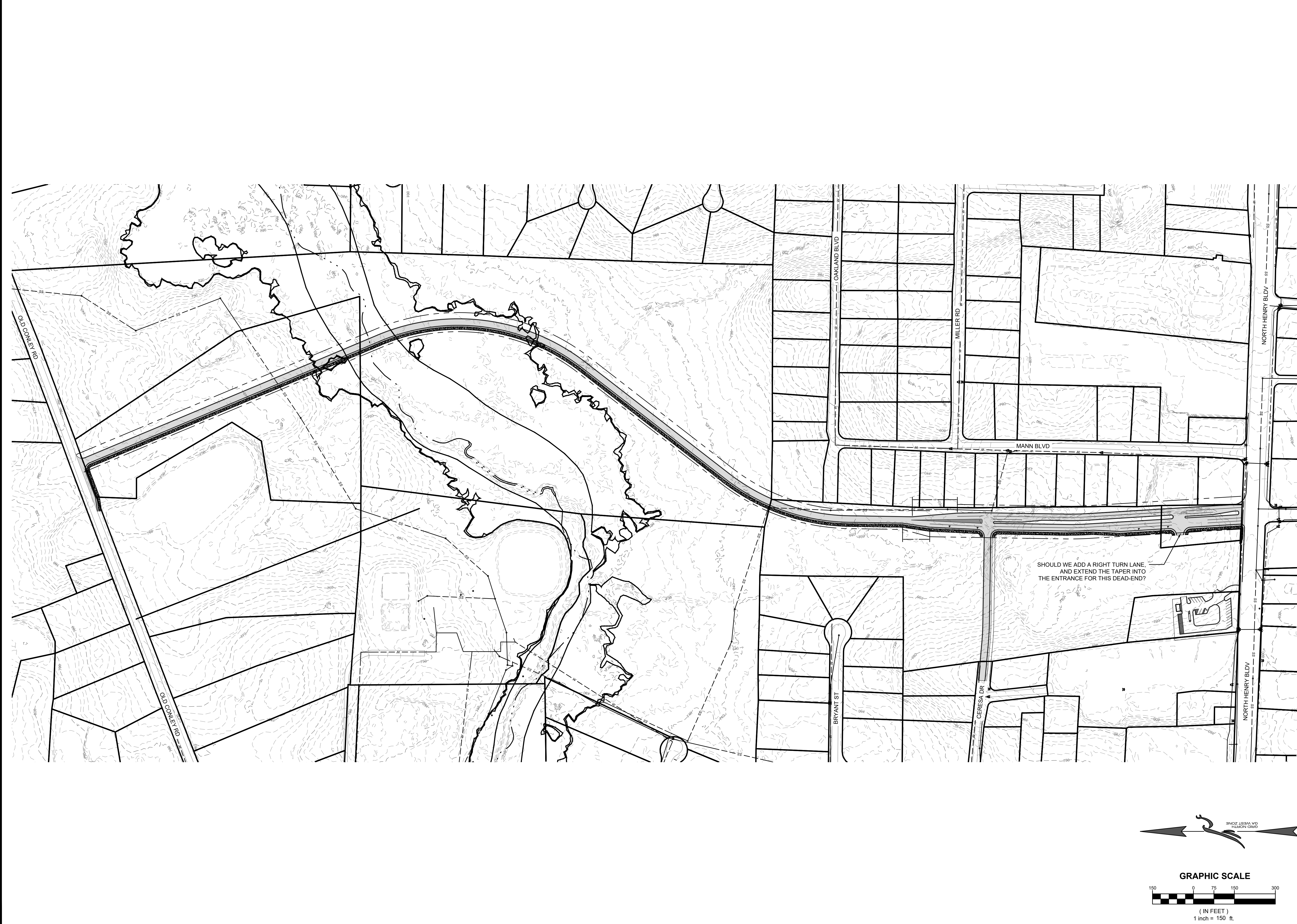
CITY TREASURER

CITY ATTORNEY

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT _____

ATTACHMENTS:



CIVIL
ENGINEERING
COA NO. PER 06790

CONSTRUCTION
MANAGEMENT

LAND
SURVEYING
COA NO. LSP 00095

LANDSCAPE
ARCHITECT

LAND
PLANNING

FALCON DESIGN
CONSULTANTS

STOCKBRIDGE OFFICE
325 CORP CTR DR, STE 200
STOCKBRIDGE, GEORGIA 30281
PH: (770) 868-8666 FAX: (770) 868-8656

NEWNAN OFFICE
40 GREENWAY CT, STE A
NEWNAN, GEORGIA 30555
PH: (770) 755-7979

CUMMING OFFICE
500 PIRKLE FERRY RD, STE C
CUMMING, GEORGIA 30040
PH: (678) 807-7100

www.fdc-llc.com

CONCEPTUAL ROAD LAYOUT
FOR
ROCK QUARRY ROAD
EXTENSION
LOCATED IN:
LAND LOTS 61, 62, 67, 68, DISTRICT 12
CITY OF STOCKBRIDGE, GEORGIA

DATE	REVISIONS
1	
2	
3	
4	
5	
6	
7	
8	

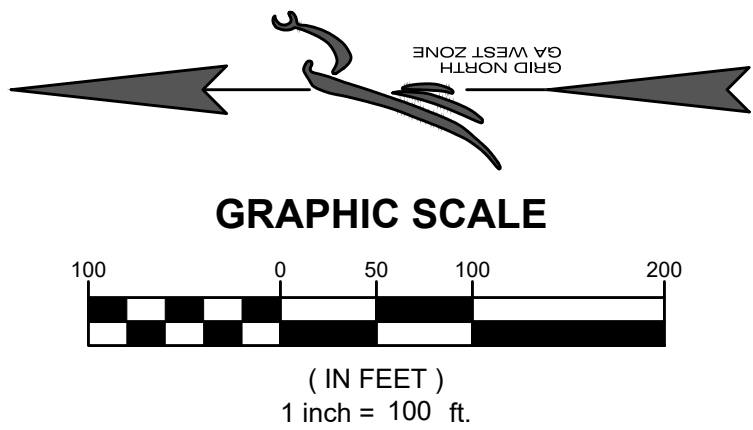
Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1-800-285-4373
OR DIAL 811

DATE:	5/9/25
SCALE:	AS SHOWN
PROJ NUMBER:	013.075
DRAWN BY:	NF
REVIEWED BY:	AP
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER

1.0



CIVIL
ENGINEERING
COA NO. PER 06790

CONSTRUCTION
MANAGEMENT

LAND
SURVEYING
COA NO. LSP 00095

LANDSCAPE
ARCHITECT

LAND
PLANNING

STOCKBRIDGE OFFICE
325 CORP CTR DR, STE 200
STOCKBRIDGE, GEORGIA 30281
PH: (770) 868-8666 FAX: (770) 868-8666

NEWNAN OFFICE
40 GREENWAY CT, STE A
NEWNAN, GEORGIA 30245
PH: (770) 755-7979

CUMMING OFFICE
500 PIRKLE FERRY RD, STE C
CUMMING, GEORGIA 30040
PH: (678) 807-7100

www.fdc-llc.com

CONCEPTUAL ROAD LAYOUT
FOR
**ROCK QUARRY ROAD
EXTENSION**
LOCATED IN:
LAND LOTS 61, 62, 67, 68, DISTRICT 12
CITY OF STOCKBRIDGE, GEORGIA

DATE	REVISIONS
1	
2	
3	
4	
5	
6	
7	
8	

Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1-800-285-4373
OR DIAL 811

DATE:	5/9/25
SCALE:	1" = 100'
PROJ NUMBER:	013.075
DRAWN BY:	NF
REVIEWED BY:	AP
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER
2.0