

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 September 30, 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, SEPTEMBER 30, 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 City Council Meeting Minutes September 8, 2025

PRESENTATION

- 2 Presentation requesting approval of a Resolution to adopt the city-county joint *Transportation Safety Action Plan*. - Presented by: Decius Aaron, Julia Billings, Modern Mobility Partners/Director of Transportation Planning
- 3 Drone Delivery Services in Stockbridge, GA - Connecting the Future.
- Presented by: Ryan Anderson

NEW BUSINESS

- 4 Council consideration to approve the annual contract (RFP 2025-0006) for on-call water & sewer emergency & operational repair/maintenance and construction services to Professional Pipeline (Primary) and Site Engineering (Secondary) in the amount of \$400,000.00 from the FY2026 Stormwater budget. Contract to begin January 1, 2026. The account number is 510-42500-542515 (Stormwater Repair). - Presented by: Decius Aaron

- 5 Council consideration to approve the annual contract (RFP 2025-0004) for on-call sidewalk repairs and replacement to CGS, LLC in the amount of \$300,000.00. Funding from SPLOST VI. Contract to begin January 1, 2026. - Presented by: Decius Aaron
- 6 Council consideration to approve the purchase of Phosphorous CC2050 removal chemical from CedarChem in the amount of \$60,000.00. The funding source is from Sewer Department budgeted funds. - Presented by: Decius Aaron
- 7 TEXT AMENDMENT CASE #TX-2025-03. (First Reading). (Citywide.) Consideration of a text amendment to the Unified Development Code (UDC) to allow and provide regulations for the use of drone delivery facilities and services by businesses, with an approved special use permit. - Presented by: Ryan Anderson
- 8 Council Consideration to fill a vacancy on the Downtown Development Authority Board and fill an unexpired term through December 31, 2027 - Presented by: Gerald Sanders
- 9 Appointment of Councilwoman Yolanda Barber as the Council Liaison to the Stockbridge Main Street Advisory Board thru December 31, 2027. - Presented by: Lisa Fareed
- 10 City of Stockbridge Financial Reporting as of August 31, 2025 - Presented by: Frank Milazi

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.

- Stockbridge Citizens Police Advisory Council, First Thursday of each month at the Stockbridge Police Dept. Community Meeting Rm. at 6:00 p.m. (Oct 2)
- Youth Council Meeting, First Monday of each month – City Hall Levi Meeting Room at 6:30 p.m. (Oct 6)
- Community Zoning and Information Meeting, Wednesday, October 8th at City Hall in the Council Chamber at 6:00 p.m. (Oct 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 (Oct 10)
- City Council Meeting Second Monday of each month, City Hall Council Chamber (Oct 13)
- Citywide Development Authority Meeting, Second Tuesday of each month, at 6:00 p.m. — City Hall Levi Meeting Room (Oct 14)
- Youth Council Advisory Committee Meeting *Date Change*, Third Thursday of each month, at 6:30 p.m. — City Hall Levi Meeting Room (Oct 16)

- **Planning Commission Meeting, Thursday, October 16th at 6:30 p.m. — City Hall Council Chamber (Oct 16)**
- **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 (Oct 21)**
- **Ethics Board Meeting, Wednesday, October 22nd in the Levi Meeting Room at 6:30 p.m. (Oct 22)**
- **City Council Work Session Meeting, Last Tuesday of each month, October 28th at 6:00 p.m. — City Hall Council Chamber (Oct 28)**

UPCOMING CITY EVENTS/INITIATIVES

- **Join the City of Stockbridge Police Department for National Coffee with a Copy Day, Wednesday, October 1st, from 9:30 am - 11:30 am at Starbucks at 1058 Eagles Landing Parkway.**
- **Join Mayor Pro Tem Gantt for a Free Line Dancing Class on Wednesday, October 1st, from 6:00 pm to 8:00 pm at the Merle Manders Conference Center. Bring your own fan!**
- **Haul it to the Hall! Bring your household documents to the City Hall parking lot for FREE shredding on Saturday, October 4th, from 8am to noon.**
- **The Muscle & Mystique Car show is back! Main Street is hosting this amazing car show on Saturday, October 4th, from noon - 4pm in downtown Stockbridge at 130 M L K Sr. Heritage Trail. Join us for Live Music, come dressed in your Vintage Outfit and enter the Costume Contest. All ages are welcome.**
- **The 2025 Municipal Election Forum will take place Tuesday, October 7th at 7:00 p.m. at the Merle Manders Conference Center.**
- **Join Councilman Alexander for the District 5 Community Cleanup on Saturday, October 11, 2025, from 9am to 11am. Please meet at the Costco parking lot on Jodeco Rd.**
- **Join Councilman Thomas & Councilman Berry in partnership for the monthly Bingo Bash on Wednesday, October 15th from 10am – noon at the Merle Manders Conference Center. Lots of fun to be had by all.**
- **Join the City of Stockbridge for the annual Breast Cancer Love Walk, Saturday, October 18th from 10:00 am to noon at Clark Park. For more information, contact the Events Department at events@stockbridgega.org**
- **Join Mayor Pro Tem Gantt for the FREE Annual Fall Festival on Saturday, October 25th at Clark Park with Candy, Food Trucks, Games, Costume Contest, Prizes and More!**
- **Join Mayor Anthony Ford for the monthly Meet the Mayor — Monday, October 27th from 10am – noon at City Hall. Meetings are by appointment.**
- **Stockbridge Main Street is hosting a Diabetes Awareness Walk and Health Fair on Saturday, November 1st. Registration begins at 7:30 a.m.**

- the 5k walk will begin at 8:30 a.m. at Clark Park; the Health Fair will take place from 10am - noon at various locations throughout the park (weather permitting) or at the Merle Manders Conference Center lower level.
- The Economic Development Department hosts 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

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

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



**CITY COUNCIL MEETING
SUMMARY MINUTES
MONDAY, SEPTEMBER 8, 2025 6:00 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.

The meeting was called to order by Mayor Ford at 6:10 p.m.

Invocation by: Ms. Maria Ramierz

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 Berry and Councilmember Thomas.

Motion to amend the Agenda to defer Item#3, Item#4, and Item#5 at the request of staff was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

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

Mayor Ford referenced the ceremonial proclamations issued to Paul Brown in recognition of the Hidden Valley Recreation Center staff, National Hispanic Heritage Month presented to the owners of Angie's Café, Del Horno Pizzeria and RCC & Associates; and noted the swearing in of Denita Minnis as a member of the Youth Council Advisory Committee.

PUBLIC COMMENTS

- Mr. Willie Carter referenced \$32.9 of mismanaged funds; amphitheater management by an outside firm; referenced the Ethics Board recommendation for an independent 3rd party review; and asked for an update from the City Manager and Public Works Director regarding the \$6 million dollar Tye Street project.

Mayor Ford announced the payoff of the Amphitheater, noting that it is debt-free, and that the city must now maintain the operations of the facility.

APPROVAL OF THE MINUTES

1. Approval of the August 11, 2025 City Council Meeting Minutes
Approval of the August 11, 2025 Millage Rate Hearing #1 Meeting Minutes
Approval of the August 11, 2025 Millage Rate Hearing #2 Meeting Minutes
Approval of the August 18, 2025 Millage Rate Hearing #3 Meeting Minutes
Approval of the August 18, 2025 SCM FLOST Meeting Minutes
Approval of the August 26, 2025 Work Session Meeting Minutes
Motion to approve the Minutes as submitted was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

Mayor Ford read the Public Hearing Rules

PUBLIC HEARING

2. APPEAL CASE #AP-2025-01. (Council District 4.)
Consideration of an appeal of the March 17, 2025 Zoning Review Form that was used as a basis for the City of Stockbridge's discontinuance of the 2025 business license for truck parking on Parcel #S27-01016000 and Parcel #S27-01017000 on Rock Quarry Road. The property is located in the Parkway Mixed-Use (PMU) Overlay District, where truck parking and all industrial uses are not permitted. Applicant: James Raven. Property Owners: James Raven and Huddleston Concrete Company.
The business license was issued for 123 Rock Quarry Road, where the company's office is located. The property is located in Land Lots 35 and 36 of District 12. The zoning, current use, and acreage for each parcel are listed below. The parcels are not contiguous.
~ 123 Rock Quarry Road (Parcel #S27-01012000) -- Zoned 'SR' (Suburban Residential). Current use: Office for Huddleston Concrete Company. Acreage: 1.55 +/- acres.
~ Parcel #S27-01016000 on Rock Quarry Road -- Zoned 'LI' (Light Industrial). Current use: truck parking. Acreage: 2.95 +/- acres.
~ 135 Rock Quarry Road (Parcel #S27-01017000) -- Zoned 'LI' (Light Industrial). Current use: truck parking. Acreage: 3.44 +/- acres.
Presented by: Ryan Anderson, Community Development Director
Mr. Anderson noted the Denial information that has been prepared has been vetted and approved by the city's Planning & Zoning Attorney, Valerie Ross; and noted the business license application was denied by Business Services Supervisor, Uneeda Smith-Sellers on April 28, 2025 relating to the 135 Rock Quarry Rd. Parcel ID No. S27-01013000, and

presented the Purposed of the Appeal Application, Description, Facts of the Subject Property, Aerial Photos, Table for Property Facts Slides 1, 2 and 3; Displayed the Zoning Map, Overlay District Map, Future Land Use Map; Reviewed the Zoning History; Displayed the 1963 Henry County Planning & Zoning Map noting the property as M-1 Light Industrial, Displayed the 1989 Henry County Planning & Zoning Map noting the property as M-1 Light Industrial; Reviewed the Henry County Zoning Ordinance and Zoning History; Displayed Business License Application with no mention of Parking and Rental of Commercial Vehicles; Displayed the Violation Notice issued by the City's Code Enforcement Department on March 121, 2025; Displayed the Zoning Review Notice, Displayed the Denial Letter, and gave a summary of the reasoning for denial, that the owner started truck parking which is not allowed.

Mayor Ford noted the business has been operating the truck parking/rental for several years.

Councilmember Alexander asked Mr. Anderson to confirm that the Truck Parking Business is not associated with the Concrete business.

Councilmember Berry joined the meeting at 6:39 p.m.

Mr. Anderson confirmed that the businesses are not connected.

Councilmember Barber noted that she had been made aware of the appeal by staff on July 3rd, reiterating her request to be informed on matters concerning District 4, and noted that she would reserve comments until she hears from both sides.

Attorney Andy Welch of Smith, Welch, Webb & White, presented the appeal on behalf of the owner James Raven, noting an Affidavit is on file for Mr. Raven, the owner and Mr. Biggers, the Appraiser, and a Notice of Constitutional Rights, were submitted to the Clerk for the record.

Attorney Welch noted his client is appealing Section 10.3, noting he has used the property for 40 years, and that Occupational Tax is a revenue generating account and cannot be conditionalized.

Attorney Welch noted that his client is requesting the city to grant non-conforming use, and that he is prepared to provide a means of settlement and compromise on this matter.

Attorney Welch noted that his client has owned and operated Huddleston Concrete Company that goes back to 1980, and that the Henry County Ordinance allowed discretion for use of the property.

Attorney Welch presented a map of the area in 1993, 1999 and 2010, which all showed tractor trailer trucks parked on the property.

Attorney Welch noted that in 2015, the city of Stockbridge authorized a concrete entrance, and in 2023, 2024, and 2025 the application was noted as Truck Parking.

Attorney Welch stated that the law protects passing a law and applying the law retroactively, and that Zoning Ordinances are for matters going forward and for future us, not going backwards.

Attorney Welch referenced the law related to grandfathered rights, and that zoning regulations cannot be applied backwards.
Attorney Welch referenced Section 6.1.4 (Non-Conforming) of the city of Stockbridge Code and stated that business licenses have been applied for each year by the applicant.

Attorney Welch noted the city adopted Section 2.4.11 in 2022 and in Section 3.1 the Ordinance shows truck parking is permitted, noting the language of commercial includes tractor trailers.

Attorney Welch noted the applicant applied for the 2025 Business License in July 2024 and the application is marked Truck Parking, as there is no concrete production, only the office where the leases are issued.

Attorney Welch stated that the law for occupational taxes cannot be denied based on zoning, and that a denial is without legal authority, and asked that the City Council overturn the denial.

Attorney Welch noted the City's Code allows for truck parking in light industrial pursuant to the permitted uses in the current code.

Attorney Welch referenced Outfront Media, LLC v. City of Sandy Spring regarding damages, noting his client would be entitled to monetary damages, and that the tenant and landowner would have rights to claims against the city,

Attorney Welch referenced Diversified Holdings, LLP v City of Suwanee whereas it stated that private property shall not be taken or damaged for public purposes without just and adequate compensation being first paid, and that if you apply your Zoning Ordinance and Occupational Tax Denial, you are damaging that property right.

Attorney Welch noted there was an appraisal prepared by Mr. Michael H. Biggers, whose sworn testimony of this appraisal and Affidavit is on file, and that he concluded after looking at the truck rental parking operations of the company and stated that if the owner is not allowed to continue, that would amount to a taking of \$1million the value away from the property.

Attorney Welch noted that he initially spoke about a compromise and settlement and requested a motion from the City Council to allow the owner to continue to operate the truck parking rental business through September 8, 2030, giving the owner an opportunity to phase out the

leases, and that on September 9, 2023 all operations will have ceased, at no cost to the city, and termination of the non-conforming use.

Councilmember Barber asked if the non-conforming was negotiable, noting that she appreciates the request to compromise, however, the City, and specifically District 4, has a vision for city's downtown district and the area along Rock Quarry Rd, noting the road widening project currently underway.

Mayor Pro Tem Gantt noted the citation references improper use and requested the prior year's application before the 2024 application.

Attorney Welch noted the prior year's application copies were not included in the packet; however, the 1993 aerial map shows the obvious use of the property show trucks parked at the location.

Mr. Anderson also confirmed that the prior year's application copies were not in the staff packet as well, and that concrete trucks could park at the location, but truck parking rental was not allowed.

Attorney Welch noted stated the gross revenues are paid from the rentals and noted that occupational taxes are not property taxes and are based on the business occupation and revenues.

Mayor Pro Tem Gantt noted the applications for 2024 and 2025 state parking and that the prior applications did not; noting the business has been operating illegally for a long time.

Mayor Ford asked the designation could be changed if the Council was amenable to the requested compromise and settlement.

Mr. Anderson stated that based on the city's current zoning and development trends, it would not be in line; however, staff is amenable to a 1-year phase out.

Councilmember Alexander agreed with staff's recommendation of a 1-year phase out, and agrees with the city's Zoning Attorney for Denial, no grandfather rights, or vested rights.

Councilmember Barber thanked Mayor Pro Tem Gantt for the information provided and agrees with members of Council on the phasing out; noting according to the records, Huddleston Concrete was sold to Ready Mix in 1993, and that the truck parking rental was operating years prior to that.

Attorney Welch noted the area around the quarry was established with ancillary businesses that spun off such as gravel, sand, and pipe businesses, which have become extinct due to costs.

Councilmember Berry agreed that the use is improper, no matter the length of time.

Attorney Washington recommended a brief Executive Session for Discussion of the matter.

Attorney Welch noted he would not be privileged to what was being considered, noting he has not received any documents.

Attorney Washington directed staff to provide Attorney Welch with the presentations and reports by staff that were presented by Mr. Anderson.

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

EXECUTIVE SESSION

Motion to convene Executive Session for Personnel, Litigation, Real Estate and CyberSecurity was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

Motion to adjourn Executive Session and Sign and Affidavit was made by Councilmember Alexander; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

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

Motion to uphold Denial with a Phase Out through December 31, 2026, was made by Councilmember Barber; seconded by Councilmember Berry. The motion passed unanimously 4-0.

NEW BUSINESS

3. Council Consideration to approve Second Contract Renewal Option for Mauldin & Jenkins Certified Public Accountants in the amount of \$67,500.00.

Presented by Frank Milazi, City Treasurer/CFO

Mr. Milazi noted the request to approve the contract was for auditing services with Mauldin & Jenkins was submitted to the Mayor & Council for during the July 2024 Council meeting, and approved, however, the contract was never executed; and noted the request tonight is to approve a 2nd renewal of the contract for auditing services with Mauldin & Jenkins for 2025-2026 and recommends the item be placed out for a competitive bid.

Motion to approve contract through December 31, 2026, and place out for bid was made by Mayor Pro Tem Gantt; seconded by Councilmember Berry. The motion passed unanimously 4-0.

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- 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)
- 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 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 the City of Stockbridge for the Annual 9/11 Ceremony on Thursday, September 11th on the steps of City Hall at 8:00 a.m., as we honor all first responders in observance of September 11, 2001.
- 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 Pro Tem Gantt for Free Line Dance Classes on Wednesday, September 17th, and September 24th from 6pm – 8pm at the Merle Manders Conference Center. All ages are welcome. Bring your own fan!
- Join Councilman Alexander for a District 5 Town Hall on Thursday, September 18th at the Levi @ the Bridges 1400 JR Grant Blvd. McDonough (City of Stockbridge). Topics: New Developments, Transportation/Traffic & Public Safety.
- Join us for BridgeFest on Saturday, September 27th at Amphitheater. FREE fun activities for kids, vendors, food trucks and an amazing concert featuring Jacques and KeKe Wyatt. City of Stockbridge residents will have the opportunity to obtain a limited number of tickets with a picture ID. Check the website and social media for full details.
- Join Mayor Anthony Ford for the monthly Meet the Mayor - Monday, September 29th 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.
- Do you have an outstanding citation, warrant, or Failure to Appear fee? You may qualify to have the warrant resolved and late fees waived during the Stockbridge Municipal Court Amnesty Program offered during the month of September. Please visit our website for complete details. www.stockbridgega.org
- 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!
- 2025 Municipal Election Forum taking place Tuesday, October 7th at 7:00 p.m. at the Merle Manders Conference Center.

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, September 13th – For Lovers & Friends featuring Tank with special guest Lyfe Jennings, Ginuwine, and Tyrese
- Saturday, October 18th Detroit Gospel Legends featuring Fred Hammond, Donnie McClurkin, Anthony Brown, Vanessa Bell Armstrong, Lisa Page-Brooks, Carvin Winans and Bryon Cage

MAYOR'S COMMENTS

Mayor Ford noted we are approaching the cold/flu season and asked that everyone get up to date Flu Shots and Covid-19 vaccinations and boosters; noted its football season and for Falcon fans to keep the faith.

Motion to adjourn the meeting at 8:15 p.m. was made by Mayor Pro Tem Gantt; seconded by Councilmember Alexander. The motion passed unanimously 4-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



City of Stockbridge

AGENDA ITEM

MEETING DATE

September 30, 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 and Julia Billings, Modern Mobility Partners/Director of Transportation Planning

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Presentation requesting approval of a resolution to adopt the city-county joint *Transportation Safety Action Plan*.

BACKGROUND INFORMATION:

The Henry County Board of Commissioners adopted the *Henry County Transportation Safety Action Plan* on September 3, 2025. This city-county joint plan is also being presented to the city councils of McDonough, Stockbridge, Locust Grove, and Hampton for adoption in September. Along with the plan, Henry County has adopted a resolution setting a community goal to reduce the number of crashes on county roads by 65% from today's level that result in fatalities and serious injuries by 2050. While a total elimination or 100% reduction in fatalities and serious injuries would certainly be ideal, our community stakeholders felt that such a goal is unrealistic considering Henry County's continued population growth and the enormous expense to do all the road safety improvement projects to achieve such a lofty goal. This Plan includes a prioritized list of road safety improvement projects to reach the 65% reduction goal by 2050. A "Complete Streets Policy", per the recommendation of this safety action plan, has also been adopted by the Henry County Board of Commissioners by a unanimous vote on the same day.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT

ATTACHMENTS:



Exhibit _____

Henry County Transportation Safety Action Plan

September 30, 2025

Presented by Modern Mobility Partners



TSAP Team



Agenda



Overview

- Safe Streets and Roads for All (SS4A)
- Plan Overview
- Schedule

Analysis

- Safety
- High-Injury and High-Risk Networks
- Demographic Analysis
- Public Engagement

Recommendations

- Engineering Recommendations
- Safety Countermeasures Toolkit
- Policy Recommendations





Overview



SS4A Overview

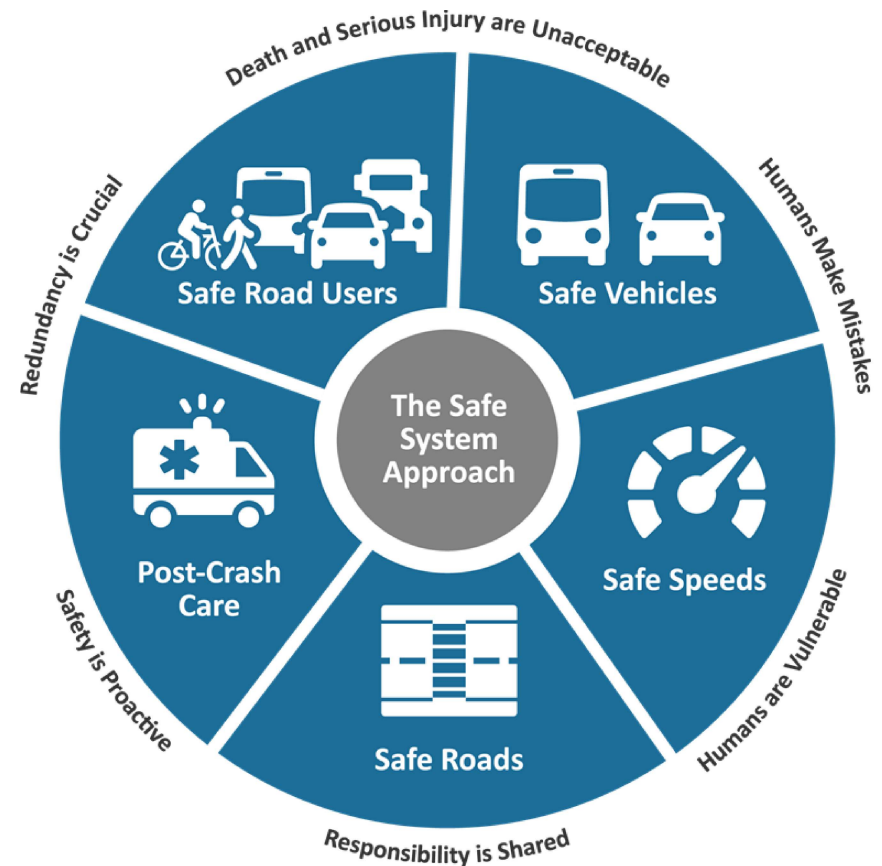


The Safe Streets for All (SS4A) program aims to identify and address transportation-related safety concerns in the community and **establish action steps toward eliminating or significantly reducing traffic crashes and fatalities.**

Utilizes the **Safe System Approach.**

Requires the **adoption of a commitment** towards eliminating or significantly reducing traffic fatalities.

Supports applications for **implementation funds.**



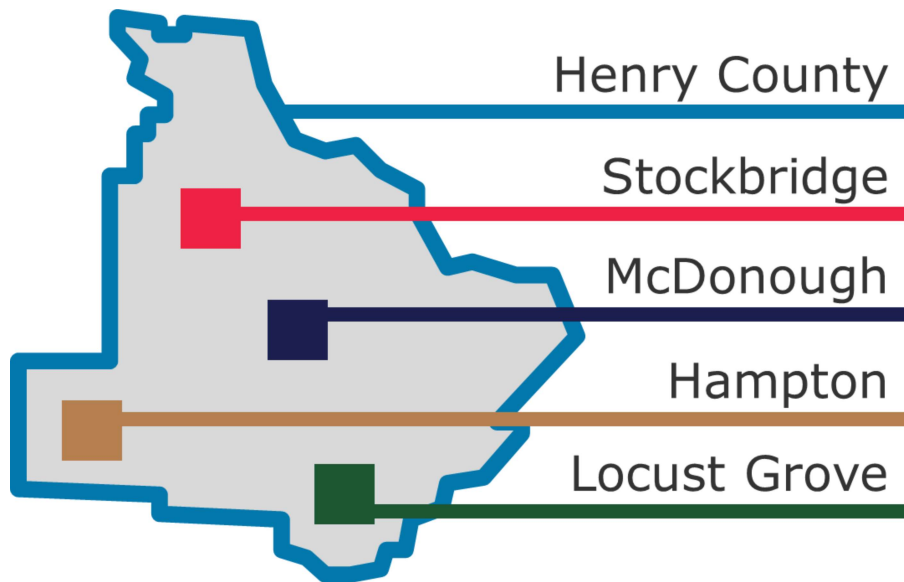
Adapted from FHWA



Plan Overview



Jurisdictions Represented



Vision

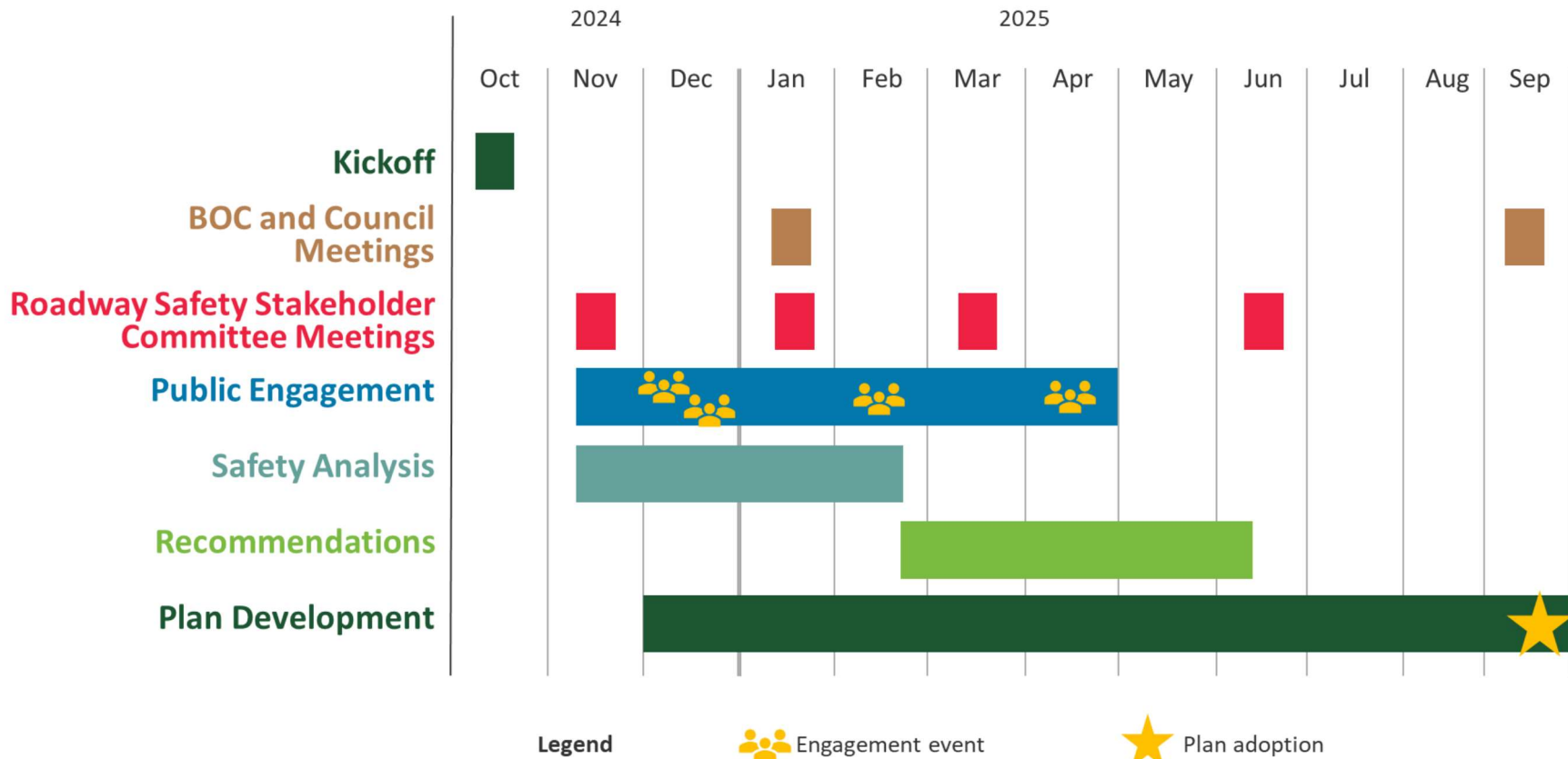
"Henry County and the cities of Hampton, Locust Grove, McDonough, and Stockbridge are committed to improving mobility and reducing fatalities and serious injuries for all modes of transportation and all community members."

Goals

- Promote a culture that prioritizes safety
- Increase use of non-automobile modes
- Improve maintenance of roadways and facilities
- Identify improvements that can be implemented quickly



Plan Schedule





Analysis

Safety Analysis



Countywide Crash Numbers

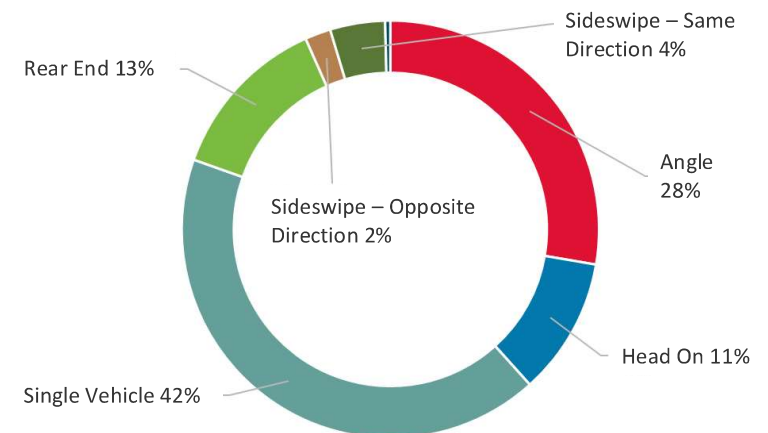
Most Recent 5 Years	2019-2023
Total Crashes	46,927
Fatal (F) Crashes	150
Serious Injury (SI) Crashes	601

Suspected Fatal (F) crashes – KABCO = K
 Suspected Serious Injury (SI) crashes – KABCO = A
 FSI = Fatal + Serious Injury Crashes

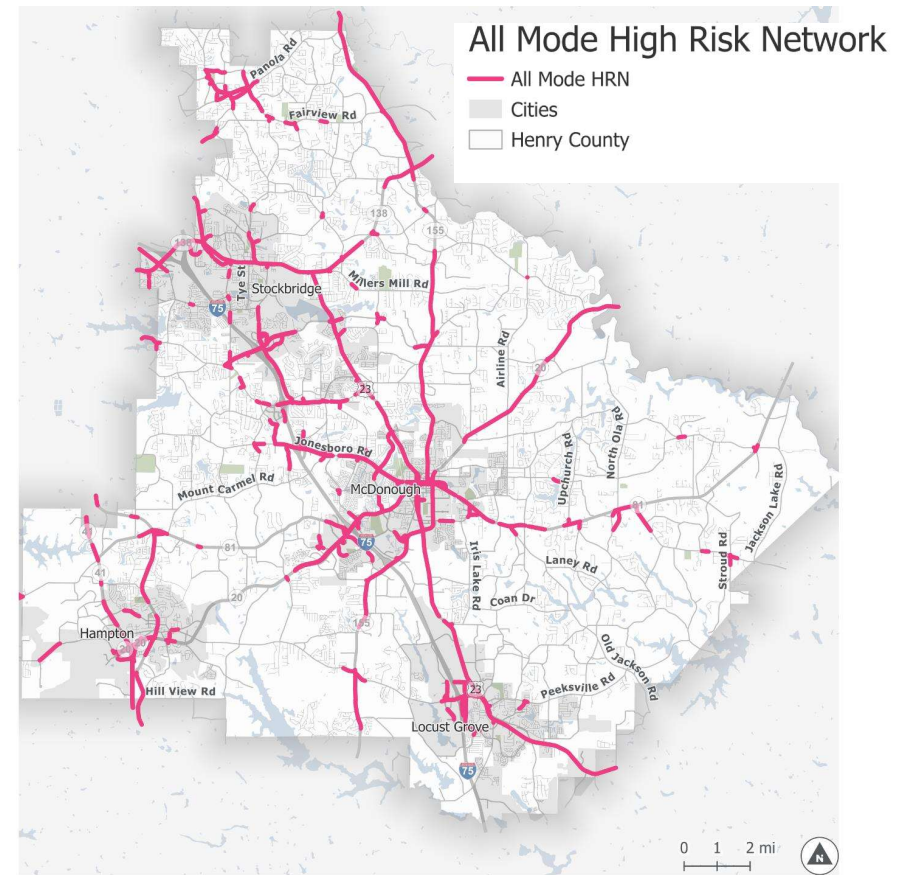
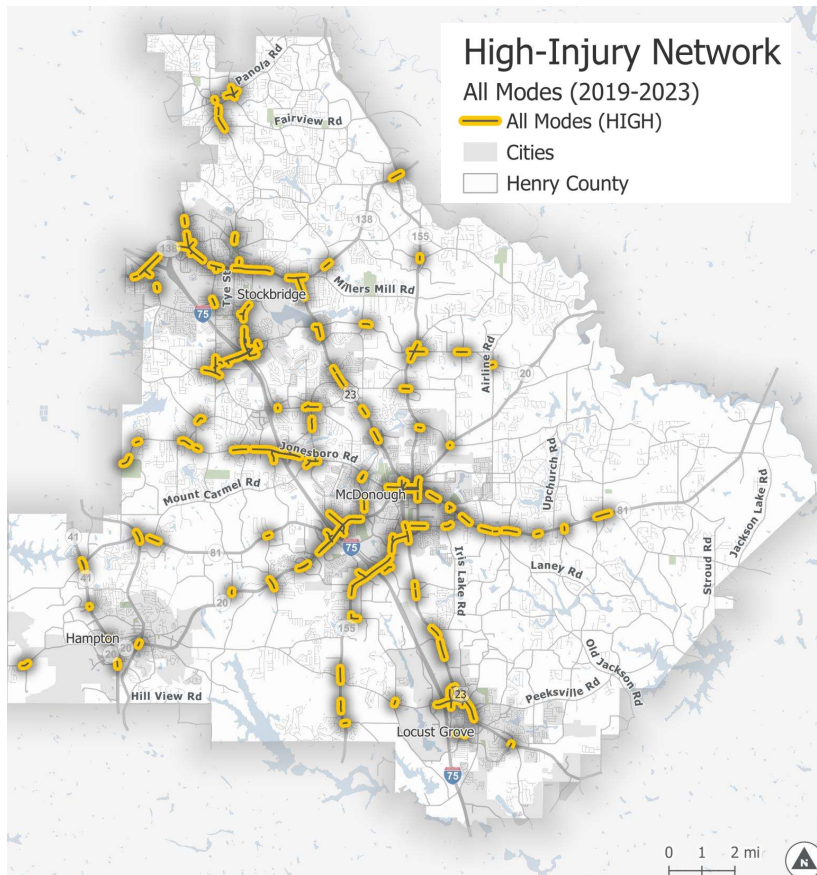
Crashes by Jurisdiction

	Crashes	Crash %	FSI #	FSI %	FSI Rate
Hampton	619	1.32	15	2.00	2.42
Locust Grove	3,182	6.78	43	5.73	1.35
McDonough	5,947	12.67	63	8.39	1.06
Stockbridge	5,313	11.32	54	7.19	1.02
Other	70	0.15	1	0.13	1.43
County	31,796	67.76	575	76.57	1.81
Total	46,927	100	751	100	1.6

FSI Crashes by Manner of Impact



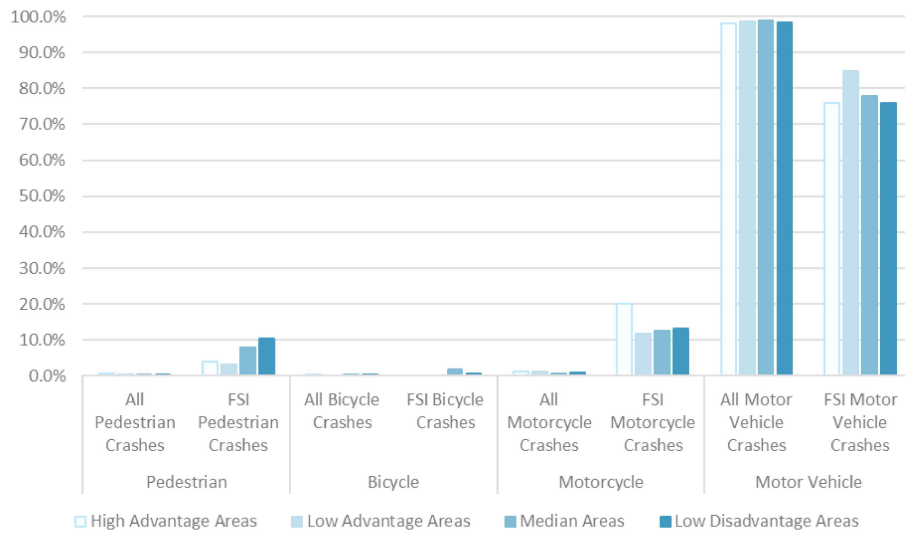
High-Injury & High-Risk Networks



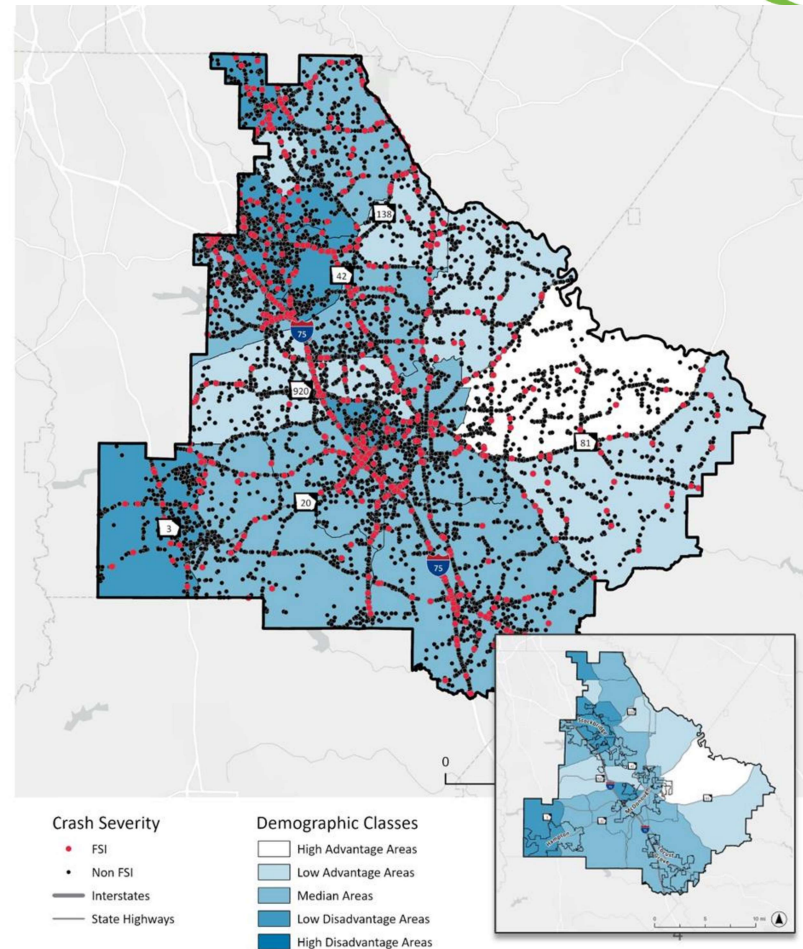
Demographic Analysis



Crashes by Demographic Class, 2019,2023



Data source: Atlanta Regional Commission, GDOT AASHTOware 2019-2023



Public Engagement



Promoted three public surveys extensively on social media.



716

responses
across three
surveys

298

community
members
engaged
face-to-face

172

people
engaged
through
social media



Three in-person pop up events
(in North, South, and Central
Henry County).

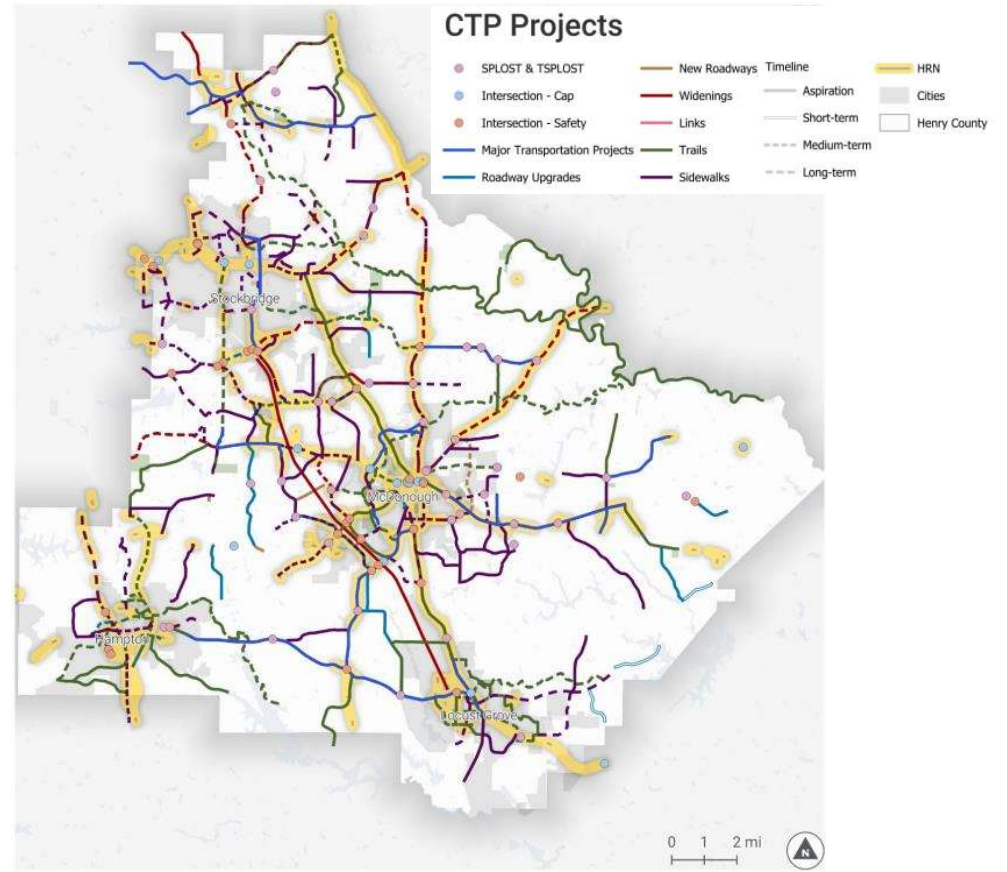
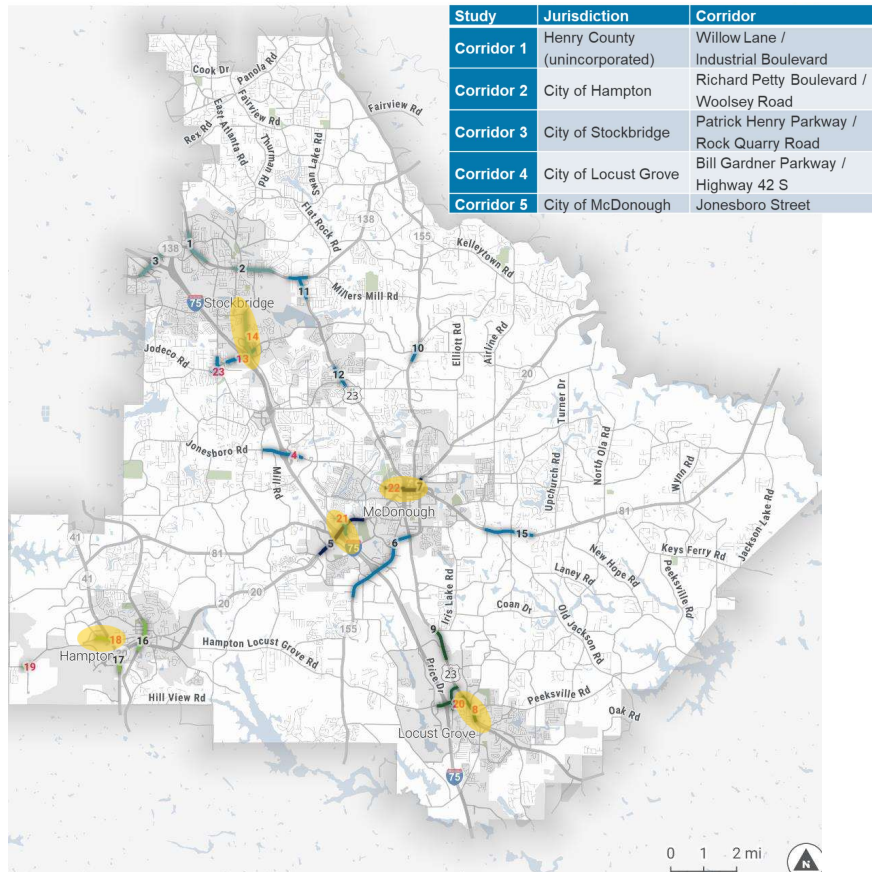
Hosted a virtual public meeting
(February) and regularly
occurring virtual Roadway
Safety Stakeholder Committee
meetings.





Recommendations

Engineering Recommendations



Henry County Priority Corridor



Willow Ln/Industrial Blvd 5th overall

Collision Manner	# of Crashes	# of FSI Crashes
Angle Crash	190	5
Rear End	131	-
Sideswipe – Same Direction	29	-
Head On	13	-
Single Vehicle	12	2
Sideswipe – Opposite Direction	3	-



Intersection Recommendations

- Install/refresh high-visibility crosswalks
- Reconfigure ramps to meet ADA standard
- Install Rapid Rectangular Flashing Beacons (RRFBs)
- Install curb extensions
- Install pedestrian refuge



Segment Recommendations

- Re-evaluate speed limits to be appropriate for corridor
- Install additional lighting
- Install continuous sidewalk
- Install shared use path



Hampton Priority Corridor



Richard Petty Blvd/Woolsey Rd 7th overall

Collision Manner	# of Crashes	# of FSI Crashes
Angle Crash	12	2
Rear End	6	-
Sideswipe – Same Direction	2	-
Head On	-	-
Single Vehicle	5	2
Sideswipe – Opposite Direction	1	-



Intersection Recommendations

- Evaluate signal timing and phasing
- Restripe stop bar and relocate stop sign
- Install hardened center line
- Reduce radii



Segment Recommendations

- Re-evaluate speed limits to be appropriate for corridor
- Install dynamic speed feedback signage
- Resurface pavement
- Raised pavement markings with restriping
- Install additional lighting
- Narrow lanes



Locust Grove Priority Corridor



Bill Gardner Pkwy/Highway 42 13th overall

Collision Manner	# of Crashes	# of FSI Crashes
Angle Crash	436	3
Rear End	516	1
Sideswipe – Same Direction	174	-
Head On	26	-
Single Vehicle	32	-
Sideswipe – Opposite Direction	19	-



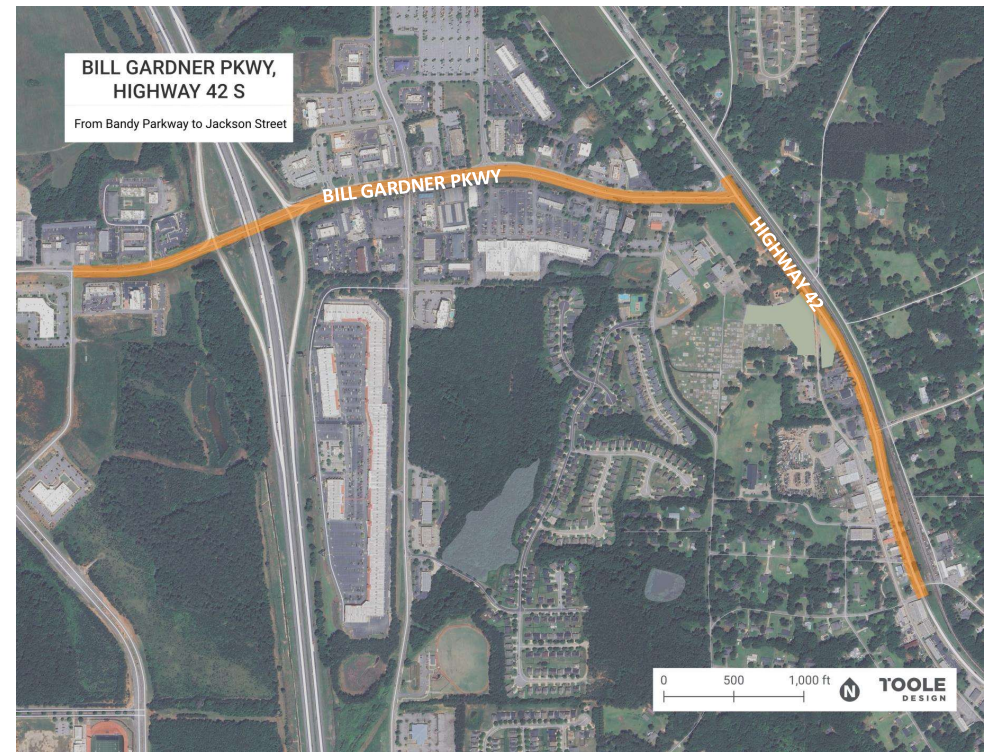
Intersection Recommendations

- Install/refresh high-visibility crosswalks
- Install stop bar and sign
- Narrow lanes
- Reconfigure ramps to meet ADA standard
- Study for intersection control evaluation
- Install traffic calming measures
- Construct a roundabout



Segment Recommendations

- Re-evaluate speed limits to be appropriate for corridor
- Install dynamic feedback signage
- Install median
- Install additional lighting
- Install continuous sidewalk
- Install/upgrade streetscape
- Install shared use path
- Improve drainage



McDonough Priority Corridor



Jonesboro Rd/Jonesboro St 20th overall

Collision Manner	# of Crashes	# of FSI Crashes
Angle Crash	53	1
Rear End	28	-
Sideswipe – Same Direction	36	-
Head On	2	-
Single Vehicle	4	-
Sideswipe – Opposite Direction	-	-



Intersection Recommendations

- Install curb extensions
- Reconfigure ramps to meet ADA standard
- Install RRFBs



Segment Recommendations

- Install raised pavement markings
- Install signage
- Install bike facility
- Install continuous sidewalk



Stockbridge Priority Corridor



Patrick Henry Pkwy/Rock Quarry Rd 8th most FSI crashes

Collision Manner	# of Crashes	# of FSI Crashes
Angle Crash	83	1
Rear End	160	-
Sideswipe – Same Direction	37	-
Head On	7	2
Single Vehicle	18	2
Sideswipe – Opposite Direction	6	-



Intersection Recommendations

- Evaluate signal timing and phasing
- Install backplates and reflective taping on signal heads
- Signalize right turns or implement No Turn on Red
- Conduct intersection control evaluation
- Reduce curb radii with curb extensions
- Reconfigure ramps to meet ADA standard
- Install crossings with RRFBs



Segment Recommendations

- Re-evaluate speed limits to be appropriate for corridor
- Install dynamic feedback signage
- Study for road diet
- Removal or modification of right turn lanes
- Install buffered bike lanes
- Install additional lighting
- Install continuous sidewalk
- Install shared use path



Safety Countermeasures Toolkit



How do we resolve transportation safety issues in Henry County?



Speed Management

- Speed Limits
- Radar Speed Signs
- Rumble Strip



Intersection Safety

- Hardened Centerline
- Roundabouts
- No Turn on Red



VRU Infrastructure

- Leading Pedestrian Interval (LPI)
- Yellow Change Intervals
- ADA Ramps
- Pedestrian Hybrid Beacons (PHB)
- Rectangular Rapid Flashing Beacon (RRFB)
- Median / Pedestrian Refuge Areas
- Raised Crosswalk
- Sidewalks
- Shared Use Paths & Bicycle Facilities



Visibility Enhancement

- Pedestrian-Scale Lighting



Traffic Calming

- Roadway and Lane Diets
- Corner Extensions

Safety Countermeasures Toolkit



Examples of Selected Countermeasures

E. Pedestrian Hybrid Beacons (PHB)

Install beacons at mid-block pedestrian crossings to increase visibility. A high-intensity activated crosswalk is a traffic-control device used to stop vehicles at uncontrolled mid-block pedestrian crossing locations.



Image Source: WordPress.com

Safety Concern Addressed	Pedestrian safety, crossing visibility
Applicable Road Types	Minor Arterial, Minor Collector, Local and Residential Local Road in rural or suburban land use with speed limits up to 45 MPH
Prioritized Locations	Busy streets with frequent crossings, high pedestrian traffic areas , near shopping centers, parks, and at uncontrolled mid-block pedestrian crossing locations
Expected Safety Benefits	Increased pedestrian visibility, reduced crashes
Notes	Install on two-way streets with six or fewer lanes per direction and one-way streets with three or fewer lanes, following FHWA guidelines. Consider incorporating a median refuge area with a PHB for improved pedestrian safety or installing a median refuge alone if factors may negatively impact PHB compliance.

F. Sidewalks

Connect, install, or improve sidewalks to enhance pedestrian mobility and safety.



Image Source: iStock

Safety Concern Addressed	Pedestrian safety, accessibility
Applicable Road Types	Urban and suburban areas
Prioritized Locations	Prioritize areas with disconnected or non-ADA-compliant sidewalks, especially near schools, parks, and activity zones
Expected Safety Benefits	Increased pedestrian safety, improved accessibility
Notes	A minimum 5-foot pedestrian clear zone and a 5-foot greenscape / furniture zone should be maintained, although width can be expanded depending on context.

Safety Countermeasures Toolkit



Examples of Selected Countermeasures

N. No Turn on Red +

Restrict right turns on red at intersections to improve pedestrian safety.



Safety Concern Addressed	Pedestrian safety, red-light running
Applicable Road Types	High-pedestrian areas
Prioritized Locations	Intersections where pedestrians may be present, near schools, or parks.
Expected Safety Benefits	Increased pedestrian safety, fewer pedestrian-vehicle crashes.
Notes	Adjust signal timing

O. Corner Extensions +

Extend the corners of intersections to shorten pedestrian crossing distances.



Safety Concern Addressed	Pedestrian safety and visibility, speed reduction
Applicable Road Types	Minor Arterial, Minor Collector, Local and Residential Local Road with speed limits up to 40 MPH
Prioritized Locations	Urban or suburban intersections, near schools, parks, residential, and retail areas
Expected Safety Benefits	Enhanced visibility for pedestrians at an intersection
Notes	Corner extensions on streets with on-street parking enhance pedestrian and driver visibility at intersections while providing additional space for streetscape amenities such as trash cans, bicycle racks, and benches.

Policy Recommendations



Adopt a **Complete Streets Policy** in Henry County



Update the county's **Unified Land Development Code** to prioritize transportation safety



Prioritize **transportation safety along Henry County's freight network**



Improve first **responder coordination and public awareness** for better post-crash care

Moving Towards Zero Policy:

*The Board of
Commissioners of
Henry County commits
to a **sixty-five percent
(65%) reduction in
fatal and serious injury
crashes on its
roadways by
December 31, 2050.***





Questions?

Julia Billings, AICP

Consultant Project Manager
Modern Mobility Partners

jbillings@modernmobilitypartners.com
404-913-0167

Sam Baker, AICP

Transportation Planning Director
Henry County

sbaker@henrycountyga.gov
770-288-7669

RESOLUTION NO. 25- 281

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS
ADOPTING THE HENRY COUNTY TRANSPORTATION SAFETY ACTION PLAN**

WHEREAS, Henry County plans, builds, operates, and maintains roads in its jurisdiction through its Department of Transportation Planning, SPLOST Department, and Department of Transportation; and

WHEREAS, between 2020-2024, there were 768 fatal and serious injury crashes in Henry County, and 290 of those crashes occurred on county-owned roadways; and

WHEREAS, creating safe, user-friendly streets encourage active transportation improving population health, air quality, access to healthy foods, and overall public wellbeing; and

WHEREAS, crashes that result in death or serious injury are not inevitable, but largely preventable, and Henry County acknowledges that the only acceptable goal is to either eliminate or significantly reduce traffic-related deaths and serious injuries; and

WHEREAS, the Office of the Secretary of Transportation, U.S. Department of Transportation solicited planning and demonstration grant applications for federal funding under the FFY 2023 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant Program; and

WHEREAS, Henry County applied for an FFY 2023 Planning and Demonstration Grant seeking \$200,000 in new federal funding to develop a comprehensive safety action plan and agreed to provide the required local match of \$50,000 or 20% of non-federal funds (per Resolution 23-145); and

WHEREAS, Henry County was awarded and accepted an SS4A grant to develop the Henry County Transportation Safety Action Plan (Resolution 24-184); and

WHEREAS, the Henry County Transportation Safety Action Plan presents Henry County's commitment to eliminating traffic-related deaths and serious injuries and recommends strategies to reach such a goal; and

WHEREAS, Henry County has developed the city-county joint Henry County Transportation Safety Action Plan in partnership with the cities of Stockbridge, McDonough, Locust Grove, and Hampton and has equally split and shared the local match among the five local governments (Resolution 24-297).

NOW, THEREFORE, BE IT RESOLVED, the Henry County Board of Commissioners adopts the Henry County Transportation Safety Action Plan.

This 3rd day of September 2025.

HENRY COUNTY BOARD OF COMMISSIONERS

BY: 

Carlotta Harrell, Chair

ATTEST:


Stephanie Braun, County Clerk

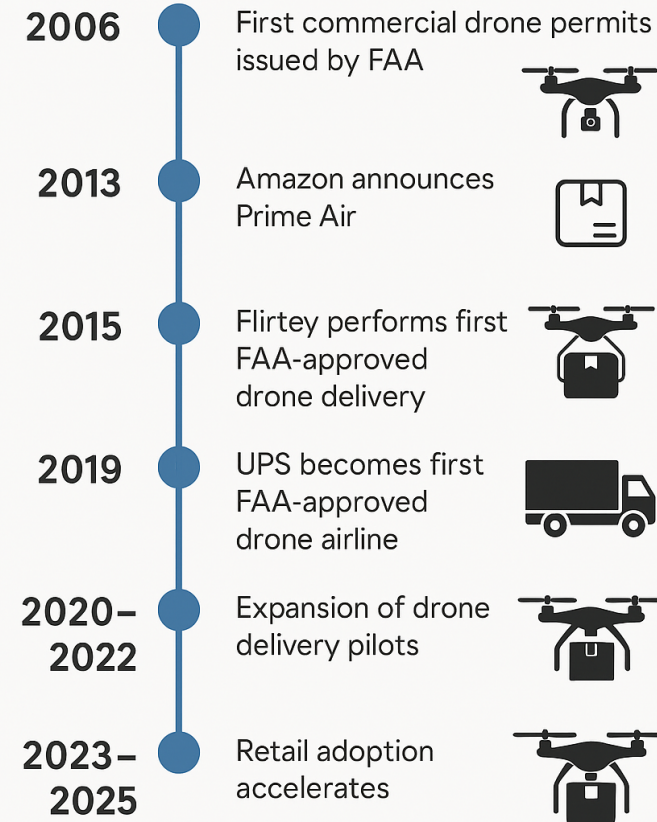


Drone Delivery Services in Stockbridge, GA

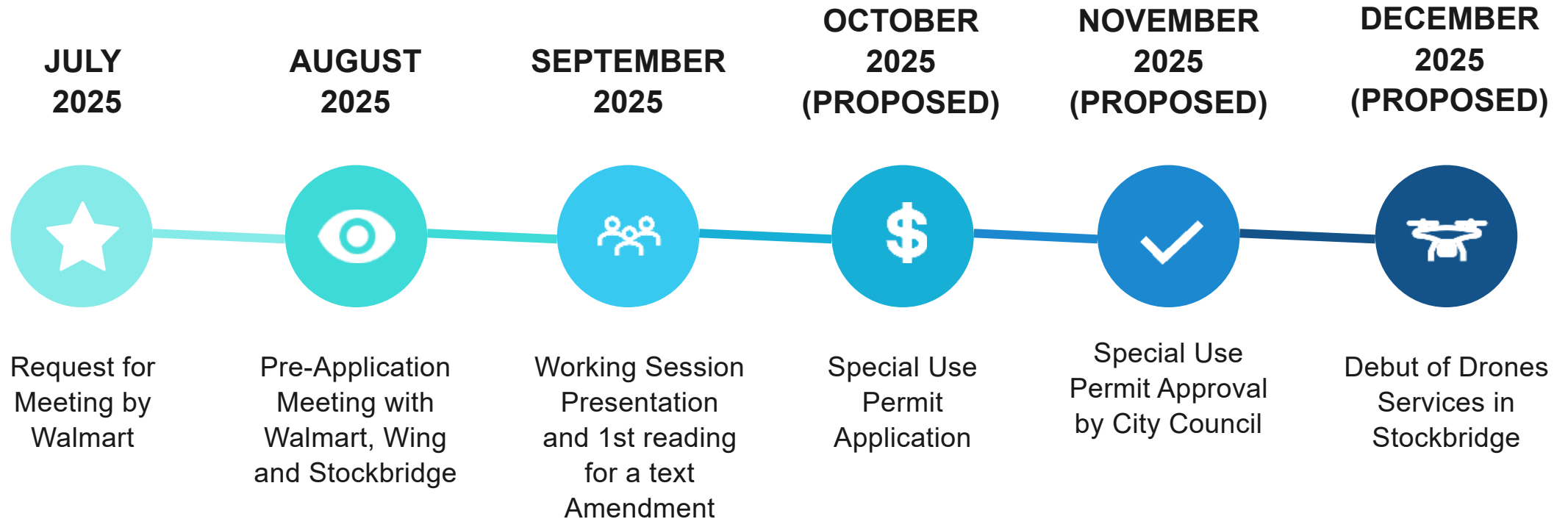
Connecting the Future
Ryan Anderson
Community Development Director

Background

GROWTH OF DRONE DELIVERY SERVICES IN THE UNITED STATES



DRONE DELIVERY SERVICE BACKGROUND



Amendments to the Unified Development Code



Approval to Amend the Stockbridge, Code of Ordinances, Title 9, Unified Development Code, Licensing and Regulation, shall be amended to add a new section (9.116) entitled Drone Delivery Services, which shall read as provided in the attached Exhibit A,



Approval to amend the Unified Development Code, Title 12, entitled Chapter 3, entitled Use Regulations, to include a new section 3.2.42, entitled “Drone Delivery Services” which shall read as provided in Exhibit A.



Approval to create an Administrative Special Use Permit. An Administrative Special Use Permit (AS) process is hereby created for the purpose of reviewing and approving drone delivery service operations within the City of Stockbridge.

Definitions

Drone or Unmanned Aircraft System

Unmanned aerial systems remotely piloted aircraft. That can fly under the control of a remote using a first-person point of view, or in autopilot mode guided by a global positioning system (GPS)

Drone Delivery

A permitted food store, restaurant, retail store, or warehouse/distribution facility with one (1) or more designated drone staging areas that are incidental to the primary use of the property for use by small, unmanned aircraft systems under fifty-five (55) pounds take-off weight to distribute commercial goods by air.

Drone Delivery Service

A primary use of the property with the purpose of operating one (1) or more drone staging areas for use by unmanned aircraft to deliver commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.



Definitions

Commercial Drone Delivery Hub

An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by unmanned aircraft, to distribute commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system (UAS) buildings, structures, and other facilities

Drone Staging Area

A designated area over which an unmanned aircraft completes the final phase of the approach, to a hover or a landing, and from which an unmanned aircraft initiates take-off. The drone staging area includes both the launch pads and any required safety areas, and may include areas for the outdoor storage of goods, materials, containers, trailers, or other equipment.



Zoning – Use Regulations

KEY:		P - Permitted Use							"See Section" - Additional Regulations Apply					
		A - Permitted as an Accessory Use							S - Special Use					
Use		RR	SR	CCR	MFR	MHR	OI	DT	C1	C2	C3	LI	HI	See Section
		AUTO RELATED ISSUES												
Commercial Drone Hub										S	S	S	S	Title 9



Use Standards for Commercial Drone Delivery Hub

- Special Use Permits in C-2, C-3, LI, HI
- The Commercial Drone Delivery Hub shall be limited to no more than 10,000 square feet
- Commercial drone delivery hub may be allowed as an accessory use by special permit for food/grocery store, restaurant/cafeteria, retail store, shopping center, superstore, drug store or warehouse/distribution center



Use Standards for Commercial Drone Delivery Hub

At Grade Drone Staging Areas

- The drone staging area must be designated on an approved site plan.
- Within any required building setbacks, within any required landscape edge.
- Within fire lanes, easements, maneuvering aisles, customer pick-up lanes, or required loading zones and parking spaces; or
- So not to obstruct visibility or interfere with pedestrian or vehicle circulation.
- When located at grade, any goods, materials, containers, trailers, or other equipment must be screened. Landing pads are exempt from this screening requirement.

Roof/Internal Staging Areas

- Any roof-mounted mechanical equipment, excluding landing pads, is subject to the mechanical screening requirements and
- Any additional structure, parapet wall, screening, safety railing, or other appurtenance associated with the commercial drone delivery hub is subject to the maximum height requirement of the district, except a single mast up to 10 feet in height for a windsock may exceed the maximum height requirement.
- When located at grade, any goods, materials, containers, trailers, or other equipment must be screened. Landing pads are exempt from this screening requirement.
- Any roof-mounted mechanical equipment, excluding landing pads, is subject to the mechanical screening requirements



Certifications and Federal Requirements

The Federal Aviation Administration (FAA) has exclusive jurisdiction over aviation safety and the efficient use of the national airspace, including the operation, flight paths, and altitude of unmanned aircraft systems (UAS), commonly referred to as drones. The city seeks to clarify the jurisdictional boundaries between federal and local authority regarding the operation of unmanned aircraft systems (UAS), specifically those used for commercial delivery services, and to ensure local regulations are consistent with federal law

1. All drone delivery services operating within the City of Stockbridge must comply with FAA regulations, including but not limited to:
 - Part 107 of Title 14 of the Code of Federal Regulations (CFR), governing commercial drone operations.
 - Remote Identification Requirements under Part 89.
 - Registration and Marking Requirements under Part 48.
 - Operational limitations such as maximum altitude, line-of-sight requirements, and restrictions on flying over people or moving vehicles.
 - All pilots must obtain and retain a remote pilot certification from the Federal Aviation Agency as required under 14 CFR part 61.

Noise Restrictions

- The drone staging area for a commercial drone delivery hub shall not be located within 300 feet of any property upon which a school, dwelling, retirement and supportive housing facility, or public park is located.
- The measurement of the required buffer is to be made in a straight horizontal line from the edge of the drone staging area to the closest property line of a property containing a school, dwelling, retirement, and supportive housing facility use, or public park.



Parking

- One space per 1,000 square feet of floor area for storage or warehousing, plus one space per 300 square feet of floor area for office, customer service, or other areas. A minimum of one parking space per 500 square feet of the designated drone staging area is required for commercial drone delivery hubs with no buildings
- Loading spaces shall be provided for a commercial drone delivery hub. Loading spaces are not required for an accessory commercial drone delivery hub use.
- The City Council may decrease the amount of required parking required for a site by up to 10% to accommodate the drone staging area for a commercial drone delivery hub with approval of a site plan. The parking reduction is revoked if the commercial drone delivery hub use is removed.



Security

- The Commercial Drone Hub at grade shall be enclosed with a fence consisting of masonry, decorative iron, or chain link that is coated with black vinyl.
- The Commercial Drone Hub shall deploy 360° flock camera with 24-hour monitoring.





Operating Hours

The hours of operations for Commercial Drone deliveries shall be limited to 7:00 am. - 8:00 pm

Permits

Drone Delivery Services shall be permissible by an Administrative Special Use Permit.

The establishment of Administrative Special Use Permit process for drone delivery services serves the public interest by promoting innovation, enhancing service delivery, and supporting economic development within the City of Stockbridge.

Administrative Special Use Permit

The Community Development Department seeks to create an **Administrative Special Use permit** to expedite the development of the critical planning and zoning issues within the City Code of Ordinance and

- Streamline Approval
- Enhance Public Safety and Oversight
- Economic Development
- Administrative Efficiency

An **Administrative Special Use permit** shall only be issued upon joint approval by the City Manager and the Community Development Director. Both officials must determine the proposed activity:

- Comply with applicable zoning and land use regulations.
- It is consistent with the City's comprehensive plan and strategic goals.
- Does not adversely affect public health, safety, or welfare





Evaluation Criteria

- Temporary land uses or structures are not otherwise permitted by right.
- Development proposals requiring expedited review.
- Projects involving unique technical or operational considerations.
- Uses that may have significant community or environmental impact.

Application Requirements

- Submitted by the property owner
- Submitted to the Community Development Department
- Administrative Special Use Fee \$600
- Regulatory Fee \$1500
- Must include a site plan, operational details
- Requires 2 Public meeting in impacted communities
- Community shall review and recommend to the City Manager

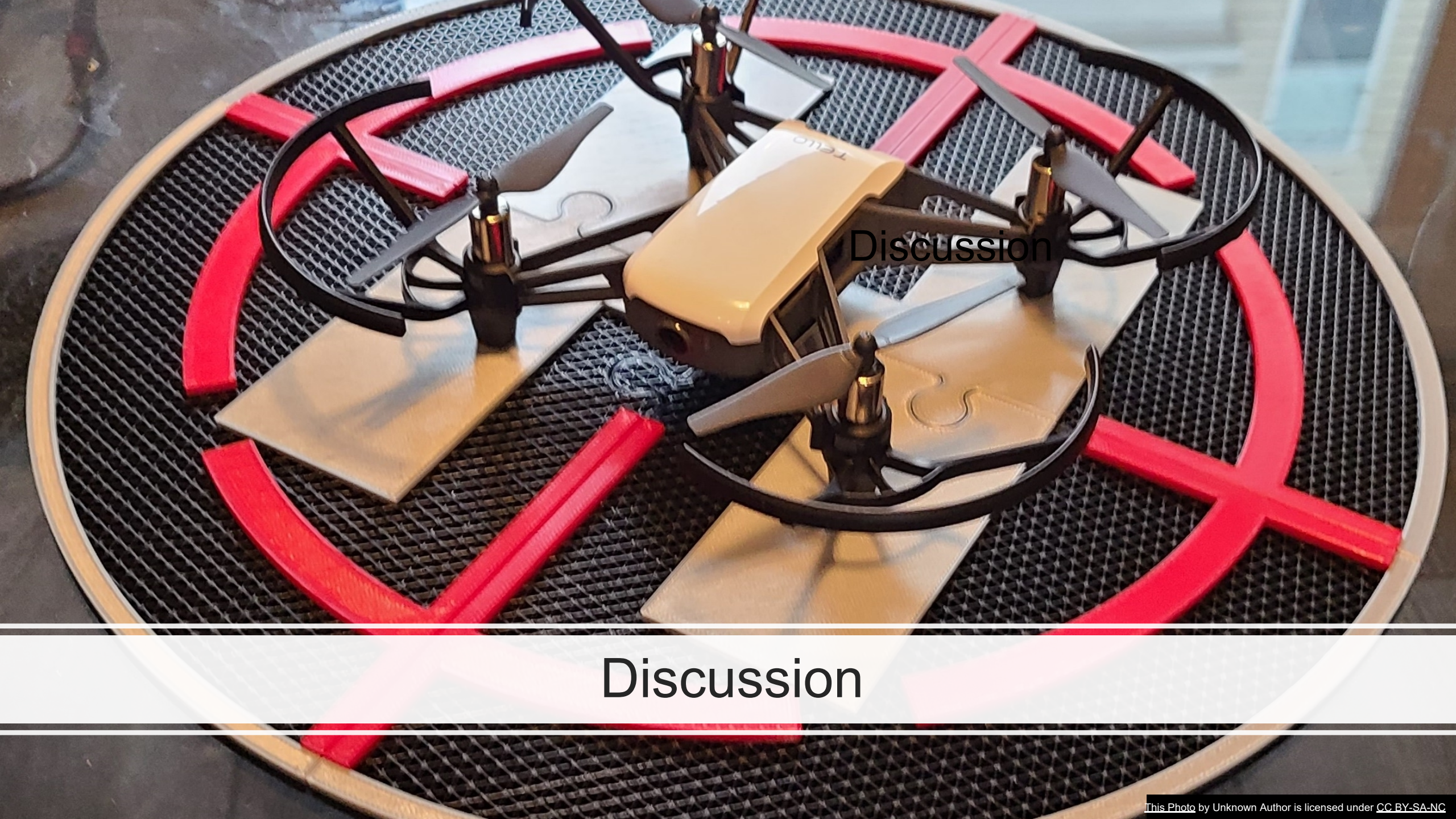




Conditions & Enforcement

The City Manager or Community Development Director may impose reasonable conditions on the permit to:

1. Mitigate potential impacts.
2. Ensure compliance with city standards.
3. Protect surrounding properties and residents.
4. Violation of any permit condition may result in revocation of the AS and enforcement actions provided by law.

A yellow and black DJI Tello drone is positioned in the center of a circular mat. The mat has a black mesh-like texture and is decorated with a red 'X' pattern. The drone's arms are extended, and its propellers are visible. The word 'Tello' is printed on the top of the drone's body.

Discussion

Discussion



[This Photo](#) by Unknown Author is licensed under [CC BY](#)

Thank You

Ryan Anderson
Director
Community Development,
City of Stockbridge
Randerson@stockbridgega.org



City of Stockbridge

MEETING DATE

AGENDA ITEM

September 8, 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 Proposals (RFP) No. 2025-0006, City of Stockbridge Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance, and Construction. The start date of the contract will be January 1, 2026.

BACKGROUND INFORMATION:

The Public Works Department requests approval to award a fixed contract to two (2) vendors:

Professional Pipeline, LLC (Primary)

Site Engineering, Inc. (Secondary)

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$400,000.00

ATTACHMENTS:

STAFF RECOMMENDATION:

The Public Works Department is requesting approval of the competitive solicited contract pursuant to Request For Proposals (RFP) No. 2025-0006, City of Stockbridge Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance, and Construction with Professional Pipeline, LLC and Site Engineering, Inc. and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the agreement.

The Agreement is 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 Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance, and Construction scope of services consist of tasks assigned as individual tasks during the contract period. The type of work may include, but is not limited to, repair and/or replacement of the following: wastewater collection system and related infrastructure, water distribution system and related infrastructure and storm water system and related infrastructure and any other repair activities to be determined by the City.

The Procurement Division solicited Request for Proposals (RFP) No. 2025-0006, for the City of Stockbridge Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance, and Construction in accordance with the City's Ordinance and the State of Georgia Code.

Request for Proposals (RFP) No. 2025-0006, opened on May 1, 2025 and closed on June 1, 2025.

A total of two (2) vendors submitted proposals (Professional Pipeline, LLC and Site Engineering, Inc.). Each were determined to be in the competitive range.

The Evaluation Committee evaluated each proposal, and according to their assessment of the criteria listed in the RFP, Professional Pipeline, LLC was ranked the highest.

The Public Works Department requests Council's approval to have the second responder, Site Engineering, Inc. approved for a contract on an as needed basis if Professional Pipeline, LLC is not available for an emergency within the City.

Fiscal Impact: Funds will be provided from Account No. 510-42500-542515 and SPLOST V.

Contract
RFP No. 2025-0006, Annual On-Call Water And Sewer Emergency
Operational Repair, Maintenance and Construction

This **CONTRACT** made and entered into this ____ day of _____, 2025 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the “City”), and **Professional Pipeline, LLC**, 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:

This Agreement shall be effective upon its execution (the “Effective Date”). The services to be performed under this Contract shall commence upon the date stated in the notice to proceed letter. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2026, 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

OPTIONAL RENEWALS:

This Contract may be renewed at the sole discretion of the City 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 the service provider, or termination and non-renewal by December 31 of the Contract year.

Upon each renewal option, the contractor shall provide the City with updated contact information for the designated person responsible for overseeing the work. This information must include their name, telephone number, email address, cell phone number, and contact information for their immediate supervisor.

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:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security And Immigration Compliance Act Affidavit..
- Exhibit F: Drug-Free Work Place.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status For Public Benefit Application.
- Exhibit I: Cost Proposal.

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 Exhibit I.

5. INDEMINIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

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 provided 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. CONTRACT 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 providers 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 DeKalb 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.

Signatures on following page.

STOCKBRIDGE, GEORGIA

By: _____

Anthony S. Ford
Mayor, City of Stockbridge, Georgia

ATTEST: _____

Vanessa Holiday
City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

Signature Chris Opolka

Date 7-3-2025

Print Name CHRISTOPHER A. OPOLKA

Print Title president

ATTEST:

Signature Pete Opolka

Date 7-7-2025

Print Name Pete Opolka

Print Title Controller

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 6/3/2025

Print/Type Name Christopher A. Opolka

Print/Type Company Name Here Professional Pipeline LLC

Email Chris@professionalpipeline.net



Request For Proposal (RFP) No. 2025-0006 Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance And Construction

Project Criteria

Criteria	Points	Description
A - Technical Approach	40 pts	
A-1 - 1 Methodology(ies)	10 pts	Does the offeror's proposal describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task(s) that are required?
A-2 - 2 Work Plan	10 pts	Does the offeror's proposal indicate all key deliverables and their contents?
A-3 - 3. Project Schedule	20 pts	Does the Offeror's proposal provide an outline for each performance metric listed in the Scope of Work, and does the proposal demonstrate the firm's ability to perform the work requested within and allotted schedule?
B - Qualifications and Experience of the Firm	15 pts	
B-1 - 1.	5 pts	Did the offeror list 3-5 similar projects completed in the last five years?
B-2 - 2.	5 pts	Does the offeror's proposal contain the number of contracts on hand, detailing the schedules, the gross of each contract amount, and approximate completion of timeline?



Request For Proposal (RFP) No. 2025-0006, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance And Construction

B-3 - 3.	5 pts	Did the offeror's proposal indicate any failures to complete work awarded to them? If so, did they provide details as to where and why?
C - Qualifications and Experience of Key Staff	10 pts	
C-1 - 1.	5 pts	Does the offeror's proposal identify key individuals to be assigned to this project to include the function and/or responsibility of each identified individual?
C-2 - 2.	5 pts	Does the offeror provide experience or summaries of these key individuals with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes if applicable?
D - Cost	35 pts	
D-1 -	35 pts	
Total	100 pts	



Request For Proposal (RFP) No. 2025-0006, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance And Construction

Professional Pipeline LLC - Scoring Summary (Primary Vendor)

Evaluation Group 1 - Main Evaluators

	Total	A - Technical Approach	A-1 - 1. Methodology(ies)	A-2 - 2. Work Plan	A-3 - 3. Project Schedule
Reviewer	/ 65 pts	/ 40 pts	/ 10 pts	/ 10 pts	/ 20 pts
Kevin Miller	54 pts	33 pts	8 pts	8 pts	17 pts
Declus Aaron	60 pts	35 pts	8 pts	9 pts	18 pts
Scott Mask	65 pts	40 pts	10 pts	10 pts	20 pts
Adam Daniel	49 pts	24 pts	6 pts	7 pts	11 pts
Leslie Norsworthy	54 pts	31 pts	8 pts	7 pts	16 pts
		Average:	8 pts	8.2 pts	16.4 pts



Request For Proposal (RFP) No. 2025-0006, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance And Construction

	Total	A - Technical Approach	A-1 - 1. Methodology(ies)	A-2 - 2. Work Plan	A-3 - 3. Project Schedule
Reviewer	/ 65 pts	/ 40 pts	/ 10 pts	/ 10 pts	/ 20 pts
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	56.4 pts	32.6 pts	8 pts	8.2 pts	16.4 pts

	B - Qualifications and Experience of the Firm	B-1 - 1.	B-2 - 2.	B-3 - 3.	C - Qualifications and Experience of Key Staff
Reviewer	/ 15 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 10 pts
Kevin Miller	12 pts	2 pts	5 pts	5 pts	9 pts
Decius Aaron	15 pts	5 pts	5 pts	5 pts	10 pts
Scott Mask	15 pts	5 pts	5 pts	5 pts	10 pts



Request For Proposal (RFP) No. 2025-0006, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance And Construction

	B - Qualifications and Experience of the Firm	B-1 - 1.	B-2 - 2.	B-3 - 3.	C - Qualifications and Experience of Key Staff
Reviewer	/ 15 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 10 pts
Adam Daniel	15 pts	5 pts	5 pts	5 pts	10 pts
Leslie Norsworthy	15 pts	5 pts	5 pts	5 pts	8 pts
	Average:	4.4 pts	5 pts	5 pts	Average:
	Consensus:	.	.	.	Consensus:
		↓	↓	↓	
Calculated:	14.4 pts	4.4 pts	5 pts	5 pts	9.4 pts



Request For Proposal (RFP) No. 2025-0006, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance And Construction

	C-1 - 1.	C-2 - 2.
Reviewer	/ 5 pts	/ 5 pts
Kevin Miller	5 pts	4 pts
Decius Aaron	5 pts	5 pts
Scott Mask	5 pts	5 pts
Adam Daniel	5 pts	5 pts
Leslie Norsworthy	4 pts	4 pts
	4.8 pts	4.6 pts
	-	-
	↓	↓
Calculated:	4.8 pts	4.6 pts



Request For Proposal (RFP) No 2025-0006, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance And Construction

Evaluation Group 2 - Procurement Division

	Total	D - Cost	D-1 -
Reviewer	/ 35 pts	/ 35 pts	/ 35 pts
Wanda Cooley	35 pts	35 pts	\$272,634.00
		Average:	\$272,634.00
		Consensus:	\$272,634.00
			↓
Calculated:	35 pts	35 pts	35 pts (\$272,634.00)

[illegible]

Signature:

Date: mm/dd/yyyy

Contract
**RFP No. 2025-0006, Annual On-Call Water And Sewer Emergency,
Operational Repair, Maintenance and Construction**

This **CONTRACT** made and entered into this ____ day of _____, 2025 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the "City"), and **Site 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:

This Agreement shall be effective upon its execution (the "Effective Date"). The services to be performed under this Contract shall commence upon the date stated in the notice to proceed letter. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2026, 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

OPTIONAL RENEWALS:

This Contract may be renewed at the sole discretion of the City 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 the service provider, or termination and non-renewal by December 31 of the Contract year.

Upon each renewal option, the contractor shall provide the City with updated contact information for the designated person responsible for overseeing the work. This information must include their name, telephone number, email address, cell phone number, and contact information for their immediate supervisor.

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:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security And Immigration Compliance Act Affidavit.
- Exhibit F: Drug-Free Work Place.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status For Public Benefit Application.
- Exhibit I: Cost Proposal.

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 Exhibit I.

5. INDEMINIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

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 provided 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. CONTRACT 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 providers 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 DeKalb 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.

Signatures on following page.

STOCKBRIDGE, GEORGIA

By: _____

Anthony S. Ford
Mayor, City of Stockbridge, Georgia

ATTEST: _____

Vanessa Holiday
City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

Signature Dwight A Voyles

Date 7.3.2025

Print Name Dwight A Voyles

Print Title Vice President

ATTEST:

Diane Belisario
Signature

Date 7.3.2025

Print Name Diae Belisario

Print Title Corporate Secretary



PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature Dwight A Voyles Date 6.2.2025

Print/Type Name Dwight A Voyles

Print/Type Company Name Here Site Engineering Inc.

Email dwright@siteengineeringinc.com



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

Project Criteria

Criteria	Points	Description
A - Technical Approach	40 pts	
A-1 - 1. Methodology(ies)	10 pts	Does the offeror's proposal describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task(s) that are required?
A-2 - 2. Work Plan	10 pts	Does the offeror's proposal indicate all key deliverables and their contents?
A-3 - 3. Project Schedule	20 pts	Does the Offeror's proposal provide an outline for each performance metric listed in the Scope of Work, and does the proposal demonstrate the firm's ability to perform the work requested within and allotted schedule?
B - Qualifications and Experience of the Firm	15 pts	
B-1 - 1.	5 pts	Did the offeror list 3-5 similar projects completed in the last five years?



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

B-2 - 2	5 pts	Does the offeror's proposal contain the number of contracts on hand, detailing the schedules, the gross of each contract amount, and approximate completion of timeline?
B-3 - 3	5 pts	Did the offeror's proposal indicate any failures to complete work awarded to them? If so, did they provide details as to where and why?
C - Qualifications and Experience of Key Staff	10 pts	
C-1 - 1	5 pts	Does the offeror's proposal identify key individuals to be assigned to this project, to include the function and/or responsibility of each identified individual?
C-2 - 2	5 pts	Does the offeror provide experience or summaries of these key individuals with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes if applicable?
D - Cost	35 pts	
D-1 -	35 pts	
Total	100 pts	



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

Proposal Scores

Site Engineering Inc. (to be used as needed) - Scoring Summary

Evaluation Group 1 - Main Evaluators

	Total	A - Technical Approach	A-1 - 1. Methodology(ies)	A-2 - 2. Work Plan	A-3 - 3. Project Schedule
Reviewer	/ 65 pts	/ 40 pts	/ 10 pts	/ 10 pts	/ 20 pts
Kevin Miller	52 pts	27 pts	7 pts	8 pts	12 pts
Decius Aaron	62 pts	37 pts	9 pts	9 pts	19 pts
Scott Mask	65 pts	40 pts	10 pts	10 pts	20 pts
Adam Daniel	47 pts	23 pts	8 pts	7 pts	8 pts



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

	Total	A - Technical Approach	A-1 - 1. Methodology(ies)	A-2 - 2. Work Plan	A-3 - 3. Project Schedule
Reviewer	/ 65 pts	/ 40 pts	/ 10 pts	/ 10 pts	/ 20 pts
Leslie Norsworthy	60 pts	35 pts	9 pts	8 pts	18 pts
		Average:	8.6 pts	8.4 pts	15.4 pts
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	57.2 pts	32.4 pts	8.6 pts	8.4 pts	15.4 pts



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

	B - Qualifications and Experience of the Firm	B-1 - 1.	B-2 - 2.	B-3 - 3.	C - Qualifications and Experience of Key Staff
Reviewer	/ 15 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 10 pts
Kevin Miller	15 pts	5 pts	5 pts	5 pts	10 pts
Decius Aaron	15 pts	5 pts	5 pts	5 pts	10 pts
Scott Mask	15 pts	5 pts	5 pts	5 pts	10 pts
Adam Daniel	15 pts	5 pts	5 pts	5 pts	9 pts
Leslie Norsworthy	15 pts	5 pts	5 pts	5 pts	10 pts
	Average:	5 pts	5 pts	5 pts	Average:
	Consensus:	-	-	-	Consensus:
		↓	↓	↓	



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

	B - Qualifications and Experience of the Firm	B-1 - 1.	B-2 - 2.	B-3 - 3.	C - Qualifications and Experience of Key Staff
Reviewer	/ 15 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 10 pts
Calculated:	15 pts	5 pts	5 pts	5 pts	9.8 pts

	C-1 - 1.	C-2 - 2.
Reviewer	/ 5 pts	/ 5 pts
Kevin Miller	5 pts	5 pts
Decius Aaron	5 pts	5 pts
Scott Mask	5 pts	5 pts
Adam Daniel	4 pts	5 pts
Leslie Norsworthy	5 pts	5 pts



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

	C-1 - 1.	C-2 - 2.
Reviewer	/ 5 pts	/ 5 pts
	4.8 pts	5 pts
	-	-
	1	1
Calculated:	4.8 pts	5 pts

Evaluation Group 2 - Procurement Division

	Total	D - Cost	D-1 -
Reviewer	/ 35 pts	/ 35 pts	/ 35 pts
Wanda Cooley	24.3 pts	24.3 pts	\$392 746.00



Request For Proposals (RFP) No. 2025-0006, COS Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction

	Total	D - Cost	D-1 -
Reviewer	/ 35 pts	/ 35 pts	/ 35 pts
		Average:	\$392,746.00
		Consensus:	\$392,746.00
			↓
Calculated:	24.3 pts	24.3 pts	24.3 pts (\$392,746.00)

[illegible]

Signature

Date: mm/dd/yyyy



City of Stockbridge

MEETING DATE

AGENDA ITEM

September 8, 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 Proposals (RFP) No. 2025-0004, City of Stockbridge Annual On-Call Sidewalk Repairs And Replacement - CGS, LLC.

BACKGROUND INFORMATION:

The City of Stockbridge Procurement Division requests approval to award a fixed contract to CGS, LLC, Request for Proposal (RFP) Number 2025-0004, for the City of Stockbridge Annual On-Call Sidewalk Repairs And Replacement. The start date of the contract will be January 1, 2026.

SIGNATURES:

CITY MANAGER

CITY TREASURER

CITY ATTORNEY

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$300,000.00

ATTACHMENTS:

STAFF RECOMMENDATION:

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backlifting, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Stockbridge.

The initial term of this Agreement is for one (1) year, with the option to renew for up to four (4) one (1) year periods.

The Procurement Division solicited Request for Proposals (RFP) No. 2025-0004, for the City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement in accordance with the City's Ordinance and the State of Georgia Code.

Request for Proposals (RFP) No. 2025-0004, opened on April 28, 2025 and closed on May 29, 2025.

A total of ten (10) vendors submitted proposals (CGS, LLC, Blount Construction Company, Inc., DAF Concrete, Inc., Construction, Limitless Concrete & Works, Inc., Peachstate Construction Company, LLC, A&S Paving, Inc., The Mitchell Group, LLC, HJF Concrete, and CSTE, Inc. Of the ten (10) submittals, one (1) was deemed non-responsive and nine (9) were evaluated and were determined to be in the competitive range.

The Evaluation Committee evaluated each proposal, and according to their assessment of the criteria listed in the RFP, CGS, LLC was ranked the highest.

Fiscal Impact: Funds will be provided from SPLOST VI.



To: Decius Aaron
From: Shakera Hall, *Procurement Manager*
email: shall@stockbridgega.org
Date: June 17, 2025
Subject: RFP No. 2025-0004, City of Stockbridge Annual On-Call Sidewalk Repairs And Replacement

The purpose of this memorandum is to provide you with information to be used in determining your selection for the above-referenced Request for Proposal (RFP). The following information is provided:

- a) **Evaluators**
- b) **Evaluation Factors and Evaluation Results**

We request that you select from the list presented your recommendation of award for the subject solicitation. Please note that ten (10) proposals were received. One (1) was deemed non-responsive and nine (9) were evaluated and were determined to be in the competitive range.

The Evaluation Committee evaluated each proposal, and according to their assessment of the RFP criteria listed in the RFP, the following vendor was ranked the highest: CGS, LLC in the amount of \$6,441.41.

Please identify your recommendation in the space provided on the attached document. Sign and date the document and return it to the Procurement Department. If you have any questions, please contact me at (678) 833-3322.

Evaluators:

Al Barnes, Public Works Operations Manager
Jeff Greenway, Public Operations Analyst
Leslie Norsworthy, Public Works Executive Assistant
Demetrius Well, Fire Chief
Dedric McClain, Stormwater Supervisor
Wanda J. Cooley, Procurement Division

Attachments:



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

Project Criteria

Criteria	Points	Description
A - Approach	40 pts	
A-1 - 1 Methodology(ies)	10 pts	Does the offeror's proposal describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task required?
A-2 - 2 Work Plan	10 pts	Does the offeror's proposal indicate all key deliverables and their contents?
A-3 - 3. Project Schedule	20 pts	Does the offeror's proposal provide an outline for each performance metric listed in the Scope of Work, and does the proposal demonstrate the team's ability to perform the work requested within an established schedule?
B - Qualifications and Experience of the Firm(s)	20 pts	
B-1 - 1.	5 pts	Did the offeror list 3-5 similar projects completed in the last five years?
B-2 - 2.	5 pts	Does the offeror's proposal contain the number of contracts on hand, detailing the schedules, the gross of each contract amount, and approximate timelines?



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

B-3 - 3.	5 pts	Did the offeror's proposal indicate any failures to complete work awarded to them? If so, did they provide where and why?
B-4 - 4.	5 pts	Does the offeror's proposal include a warranty?
C - Qualifications and Experience of Key Staff	10 pts	
C-1 - 1.	5 pts	Does the offeror's proposal identify key individuals to be assigned to this project and include the function an/or responsibility of each identified individual?
C-2 - 2.	5 pts	Does the offeror's provide experience summaries of these key individuals with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes if applicable?
D - Cost	30 pts	
D-1 -	30 pts	
Total	100 pts	



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

CGS Waterproofing LLC - Scoring Summary

Evaluation Group 1 - Evaluation Team

	Total	A - Approach	A-1 - 1. Methodology(ies)	A-2 - 2. Work Plan	A-3 - 3. Project Schedule
Reviewer	/ 70 pts	/ 40 pts	/ 10 pts	/ 10 pts	/ 20 pts
Al Barnes	45 pts	30 pts	10 pts	10 pts	10 pts
Jeff Greenway	70 pts	40 pts	10 pts	10 pts	20 pts
Demetries Wells	50 pts	27 pts	10 pts	8 pts	9 pts
Dedric McClain	70 pts	40 pts	10 pts	10 pts	20 pts
Leslie Norsworthy	62 pts	35 pts	9 pts	9 pts	17 pts
		Average:	9.8 pts	9.4 pts	15.2 pts



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

	Total	A - Approach	A-1 - 1. Methodology(ies)	A-2 - 2. Work Plan	A-3 - 3. Project Schedule
Reviewer	/ 70 pts	/ 40 pts	/ 10 pts	/ 10 pts	/ 20 pts
		Consensus:	-	-	-
			↓	↓	↓
Calculated:	59.4 pts	34.4 pts	9.8 pts	9.4 pts	15.2 pts

	B - Qualifications and Experience of the Firm(s)	B-1 - 1.	B-2 - 2.	B-3 - 3.	B-4 - 4.
Reviewer	/ 20 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 5 pts
Al Barnes	8 pts	2 pts	2 pts	2 pts	2 pts
Jeff Greenway	20 pts	5 pts	5 pts	5 pts	5 pts
Demetries Wells	13 pts	5 pts	5 pts	2 pts	1 pts



REQUEST FOR PROPOSALS (RFP) No. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

	B - Qualifications and Experience of the Firm(s)	B-1 - 1.	B-2 - 2.	B-3 - 3.	B-4 - 4.
Reviewer	/ 20 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 5 pts
Dedric McClain	20 pts	5 pts	5 pts	5 pts	5 pts
Leslie Norsworthy	19 pts	4 pts	5 pts	5 pts	5 pts
	Average:	4.2 pts	4.4 pts	3.8 pts	3.6 pts
	Consensus:	-	-	-	-
		↓	↓	↓	↓
Calculated:	16 pts	4.2 pts	4.4 pts	3.8 pts	3.6 pts



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

	C - Qualifications and Experience of Key Staff	C-1 - 1.	C-2 - 2.
Reviewer	/ 10 pts	/ 5 pts	/ 5 pts
Al Barnes	7 pts	5 pts	2 pts
Jeff Greenway	10 pts	5 pts	5 pts
Demetries Wells	10 pts	5 pts	5 pts
Dedric McClain	10 pts	5 pts	5 pts
Leslie Norsworthy	8 pts	4 pts	4 pts
	Average:	4.8 pts	4.2 pts
	Consensus:	-	-
		↓	↓
Calculated:	9 pts	4.8 pts	4.2 pts



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

Evaluation Group 2 - Procurement Department

	Total	D - Cost	D-1 -
Reviewer	/ 30 pts	/ 30 pts	/ 30 pts
Wanda Cooley	16.02 pts	16.02 pts	\$6,441.41
		Average:	\$6,441.41
		Consensus:	-
			↓
Calculated:	16.02 pts	16.02 pts	16.02 pts (\$6,441.41)



REQUEST FOR PROPOSALS (RFP) NO. 2025-0004, COS ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

STAFF COMMENTS:

Deius T. Aaron
Deius Aaron, Public Works Department

6 / 18 / 2025
Date mm/dd/yyyy

Contract

RFP No. 2025-0004, Annual On-Call Sidewalk Repairs And Replacement

This **CONTRACT** made and entered into this ____ day of _____, 2025 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the “City”), and **CGS, LLC**, 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:

This Agreement shall be effective upon its execution (the “Effective Date”). The services to be performed under this Contract shall commence upon the date stated in the notice to proceed letter. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2026, 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

OPTIONAL RENEWALS:

This Contract may be renewed at the sole discretion of the City 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 the service provider, or termination and non-renewal by December 31 of the Contract year.

Upon each renewal option, the contractor shall provide the City with updated contact information for the designated person responsible for overseeing the work. This information must include their name, telephone number, email address, cell phone number, and contact information for their immediate supervisor.

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:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security And Immigration Compliance Act Affidavit..
- Exhibit F: Drug-Free Work Place.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status For Public Benefit Application.
- Exhibit I: Cost Proposal.

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 Exhibit I.

5. INDEMINIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

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 provided 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. CONTRACT 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 providers 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 DeKalb 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.

Signatures on following page.

STOCKBRIDGE, GEORGIA

By: _____

Anthony S. Ford
Mayor, City of Stockbridge, Georgia

ATTEST: _____

Vanessa Holiday
City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

Signature _____

Date 7/2/25

Print Name Joaquin Contreras

Print Title owner

ATTEST:

Signature _____

Date 7/2/25

Print Name Natalie Serna

Print Title Office Admin

**Request for Proposal No. 2025-0004
On-Call Sidewalk Repairs and Replacement**

Date: April 28, 2025

**Optional Pre-bid Conference – In Person
Monday, May 12, 2025, at 1:30 p.m. EST.
4640 N. Henry Boulevard, Levi Conference Room
Stockbridge, Georgia 30281**

**PROPOSAL DUE DATE:
Thursday, May 29, at 3:00 p.m. EST.**

**Bids shall only be accepted online through the Bonfire Portal at:
[City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#)**

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Instructions to Offerors:

1. All communications regarding this solicitation must be with the Contract Specialist, Wanda J. Cooley, Wcooley@stockbridgega.org.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: [City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#). Questions are due no later than **Friday, May 16, at 2:30 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding or related to the solicitation will be posted on Bonfire website at [City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#) and it is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The City of Stockbridge reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stockbridge.
5. The City of Stockbridge is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

PROPOSAL LETTER
Request for Proposal No. 2025-0004
Annual On-Call Sidewalk Repairs and Replacement

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Stockbridge Procurement Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Stockbridge, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Stockbridge.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Stockbridge reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

Email _____

Contract

RFP No. 2025-0004, Annual On-Call Sidewalk Repairs & Replacement

This **CONTRACT** made and entered into this ____ day of _____, 2025 by and between the City of Stockbridge, (Party of the First Part, hereinafter called the “City”), and _____, 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 upon the date stated in the notice to proceed letter. The contract period for this contract is for the duration of the project. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

OPTIONAL RENEWALS:

This Contract may be renewed at the sole discretion of the City 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 the 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:

- Exhibit A: General Conditions.
- Exhibit B: Scope of Work and Specifications.
- Exhibit C: Request for Proposal.
- Exhibit D: Bond Documents.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: General Concrete Work Bid Form/Cost Proposal.

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 Exhibit I.

5. INDEMINIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

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 provided 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. CONTRACT 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 providers 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.

Signatures on following page.

STOCKBRIDGE, GEORGIA

By: _____

Anthony S. Ford

Mayor, City of Stockbridge, Georgia

ATTEST: _____

Vanessa Holiday

City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

EXHIBIT A
GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Stockbridge's purchasing policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to

EXHIBIT A
GENERAL CONDITIONS

identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.

- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purpose related to the work. The initial Supervisor shall be (TBD).
 - 3.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the

EXHIBIT A
GENERAL CONDITIONS

Supervisor and the City, but the final required times will be the City's discretion.

3.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Stockbridge regulations.

5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

EXHIBIT A
GENERAL CONDITIONS

6. CONFIDENTIAL INFORMATION

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

EXHIBIT A
GENERAL CONDITIONS

- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Stockbridge, GA, Accounts Payable, 4640 N. Henry Blvd Stockbridge, GA. 30281.
- 9.7 The Service Provider will agree to comply with the City of Stockbridge's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Stockbridge for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, Henry County, the

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City of Stockbridge, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 This section omitted.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

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- 12.3 To the extent allowed under Georgia law, the Service Provider shall indemnify and hold harmless the City, and the City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Service Provider or Service Provider's officers, directors, partners, employees, or Consultants. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in the performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, 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 of the Service Provider under this Section 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

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12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLORS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service

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Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

12.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 12.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.

12.7.10 Other Insurance Requirements. All insurance policies required by this Section 12.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability,

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any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

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- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the

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payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have

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the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party,

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including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Mor designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

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18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

- 19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Stockbridge, GA
ATTN: City Manager
4640 N. Henry Blvd.
Stockbridge, GA 30281

Service Provider: _____

- 19.3 Either party may change its notice address by written notice to the other given as provided in this section.

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20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider’s noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

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- 20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall

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be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.

- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Henry County, Georgia, and the

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Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 22.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

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- 22.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.15 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and

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subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Henry County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall

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forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 22.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings

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brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 22.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of General Conditions.

EXHIBIT B
SCOPE OF WORK AND SPECIFICATIONS

1.1 BACKGROUND:

The City of Stockbridge is in the northern part of Henry County, Georgia, which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale, and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents and has a referendum on the November 2022 ballot that could add an additional 6,600 residents.

1.2 SUMMARY:

The City of Stockbridge is requesting proposals from contractors with experience in sidewalk repair and/or replacement to repair or replace selected sidewalks in the City. Respondents must comply with the minimum qualifications and shall submit a bid to install four (4") inch thick sidewalk (six (6") inch for all driveways) for all sections to be replaced as described in this RFP. Respondents should take note that the City is requesting an itemized bid response for completion of each section of sidewalk. The final sections of sidewalk to be repaired will be agreed upon by both parties before construction begins.

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Stockbridge.

In areas of sidewalk construction, water meter boxes and gate valves shall be adjusted to final sidewalk or parkway grade. All labor and materials to accomplish adjustments and/or relocations shall be included in unit costs for constructing/repairing sidewalks.

All weakened plane joints shall be spaced at a maximum of ten (10') feet for sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing. A sidewalk edging tool shall be used to finish the back edges of all curbs to a radius of one-quarter (¼") inch. All sidewalk score lines shall have a minimum finished depth of one-quarter (¼") inch except at weakened plane joints that shall be cut to two (2) inches and be finished with a one-half (½") inch radius.

The sidewalk surface shall not vary more than 0.02 foot from the ten (10') foot straightedge, except at grade changes; the finished surface shall be free from humps, sags, blemishes, or other irregularities.

All sidewalks shall be a minimum four (4") inch depth, except at driveways and alley approaches, where the sidewalks shall be a minimum six (6") inch depth over a six (6") inch

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aggregate base. All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways, or minor construction, including, but not limited to, street traffic, pedestrian traffic, traffic control devices and work zone safety.

All sidewalk repairs/replacements shall meet the following specifications:

1. Contractor will secure all permits necessary prior to construction.
2. Once Contractor has begun demolition, the Contractor will supply materials, as available, to rope off the area. Demolition debris to be removed by the Contractor.
3. All drive-way forms must be inspected by the City before pour.
4. All fill sand added will be machine compacted in place, if necessary.
5. Control joints will be placed every three (3') to five (5') feet to match existing sidewalk.
6. Concrete mix must conform to the standards of the adjoining sidewalks.
7. Contractor to form and pour the concrete, to include hand excavation to establish grade and the setting of forms.
8. Contractor, sub-contractor, or suppliers are to avoid driving on lawn and grassy areas. All damage as a result must be fully repaired by Contractor.
9. Concrete shall have a light broom finish.
10. Contractor shall provide round edges on sides.
11. Decorative brick shall be installed to match existing brick work, when necessary.
12. The Contractor shall barricade and protect poured/placed concrete from all damage, rainy conditions, marks, marks and/or graffiti. Any damaged, defaced, or defective concrete shall be replaced at the Contractor's expense. Concrete replacement areas shall be from score mark, or control joint, to score mark or control joint, and shall be the full width of the sidewalk. All concrete replacement areas shall be saw-cut.
13. Contractor will be responsible for restoration along the edges of the new sidewalk once the forms are removed.
14. Contractor will be responsible for driveway packing and backfill, if impacted.
15. Contractor will be responsible for all traffic signage (pedestrian and vehicle), safety equipment, traffic cones and other items needed to inform the public of a construction site.
16. Contractor will provide barricades to assist in pedestrian and traffic control.
17. Contractor and Public Works Director or their designee will conduct site inspections to ensure project completion.

PROCESS:

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. The City will place markings on the sidewalk (or other frontage improvement) to identify the limits of the work to be performed.

CHANGES IN WORK:

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.

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Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

PROJECT AREA:

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter or perform other concrete repairs at one or more locations during the term of the contract. While there will be no minimum quantities for work the City will use its best efforts to ensure that the work order contains no less than one thousand (1000) square feet of sidewalk, two hundred (200) linear feet of curb and gutter, or four (4) curb ramps.

The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be twenty-five (25) square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

All work performed shall be measured and paid for based on the contract unit prices.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendars days of notification by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

NOTIFICATIONS:

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed seven (7) calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates, and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval seven (7) calendar days prior to distribution.

Review of Contract Documents and Job Sites:

The Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies, or the discovery of unforeseen conditions shall be reported to the City immediately.

CONTRACTOR REQUIREMENTS:

o Provide all labor, equipment, and materials necessary to perform repair/maintenance work as directed by the City.

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- o Take responsibility for the performance of work as directed by the City.
- o Provide all required resources for the safety of the public and their staff during the work.
- o Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
- o Perform all work in a thorough, competent, professional, and workmanlike manner.
- o Provide a labor force that is properly licensed to operate assigned equipment used for the work they will perform, as determined by local, state, and federal regulations.

INSPECTION OF THE WORK:

1. The Contractor shall notify the City, forty-eight (48) hours in advance of the start of work in any area.
2. All work performed, and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least twenty-four (24) hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin concrete replacement without said inspection and approval by the City.
3. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.
4. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
5. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

CONSTRUCTION METHODS:

Existing improvements, buildings, trees, shrubs, and other items near areas where sidewalk repair is being executed shall be protected from damage that could result from the Contractor's operations. The Contractor shall be responsible for repairing, at their expense, any damage to existing improvements and/or items that result from the Contractor providing inadequate protection from damage.

The Contractor shall utilize dust palliative products and techniques in order to protect any and all project adjacent properties from annoyance and/or damage from dust resulting from asphalt and pavement repairs. The Contractor's failure to utilize dust palliative products and techniques during an asphalt/pavement repair project shall be cause for the City to suspend progress on any project until said dust is controlled; costs associated with lost time, additional repairs and other related expenses shall be the Contractor's responsibility. The Contractor shall have no recourse to collect funds from the City to cover any Contractor loss resulting from the City's suspension of work. The Contractor shall be responsible for all project clean-up, the cost of which shall be included in square foot and/or total sum costs. Surplus spoils/materials shall become the Contractor's property and shall be disposed of away from project areas in accordance with Georgia Solid Waste Management practices.

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QUALITY CONTROL:

Work covered will be performed by a single firm experienced in repair/maintenance of a similar nature and scope. Subject to approval of the City, the Contractor may subcontract any work to be performed under this contract. However, the election to subcontract work will not relieve the Contractor from responsibility or liability which it has assumed under this contract and the Contractor will remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees. Furthermore, the contract shall not be assigned without written consent of the City.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder, has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by the Contractor will include:
 - a. Completed past contracts in accordance with the contract documents.
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

HOURS WHEN WORK IS TO BE PERFORMED:

All work is to be performed Monday through Friday from 7:00 A.M. to 6:00 P.M. No work shall be done on the weekends without written permission from the City.

TRAFFIC CONTROL:

The Contractor shall conduct repair/maintenance operations in a manner that causes minimum obstruction and inconvenience to the public. A traffic control plan shall be implemented and must conform to the minimum requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards. The Contractor shall furnish certified flaggers as necessary to ensure the public is adequately warned that roadway work is underway and of any potentially dangerous conditions. At all times, emergency vehicles shall be permitted to pass through the work area, without delay.

SCHEDULE:

For each project requested by the City, the Contractor shall conduct an initial assessment of the

EXHIBIT B
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project. After the assessment has been completed, the Contractor will provide a written estimate of the materials needed and the time required to complete the project and may only start work upon written authorization from the City. The Contractor shall respond to the call for services within forty-eight (48) hours of receiving the Notice to Proceed from the City. The Contractor will be required to provide services at multiple locations on any one day. Repair work should be completed within three (3) business days after the Notice to Proceed has been given by the City.

DELAYS IN SCHEDULE:

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by any other Act of God, or by the inability to obtain materials and/or equipment, then the Contractor shall notify the City as soon as possible and provide a make-up schedule satisfactory to the City. The City at its sole option, may extend the deadline to complete the project as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the project, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

EXTRA WORK:

The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the intent of an authorized project. Extra work will be paid for as mutually agreed between the City and the Contractor prior to commencement of such work. The final decision and approval regarding the payment of work will be made by the City. The primary method of payment shall be made by the method outlined in the bid sheet. If the City desires, it may request work to be taken on a "quote basis". Such method of payment for "Extra Work" will be a "not to exceed, quote" submitted to the City by the Contractor and will represent full compensation to the Contractor for all labor, materials, and equipment to complete such work.

INCLEMENT WEATHER:

In the event the Contractor is unable to perform services due to adverse weather conditions, the Contractor shall immediately notify the City to substantiate the conditions which prevent the performance of services, and the Contractor shall perform within three (3) days said services pursuant to the regular schedule provided that weather permit

HOLIDAYS:

The City shall be advised in advance of holidays to be observed by the Contractor and shall also be provided with a makeup schedule that is no more than one (1) week later. Once the makeup schedule is established, it shall not be changed without prior approval of the City.

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CALLBACKS:

Whenever, in the opinion of the City, a repair is determined to be inadequate or inconsistent with City standards and best management practices, the Contractor shall, within twenty-four (24) hours after notification, submit a written response detailing how the situation will be remedied and a timeline for accomplishing the task. The Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's work. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Contractor. No additional payment will be made for callbacks as a result of inadequate repairs.

COMPLAINTS:

Complaints regarding repairs/maintenance, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within twenty-four (24) hours, the Contractor shall submit to the City a report of the action taken to address or reconcile each complaint.

EMERGENCY SERVICES:

Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety and performance generally resulting from the failure of or the need to avert a failure of City assets, infrastructure, or some component thereof. As part of its emergency services provisions, the Contractor shall:

- Provide a twenty-four (24) hour telephone number and/or a list of employees (including their telephone numbers) who are available for twenty-four (24) hour emergency callout service.
- Respond to the scene of the emergency within two (2) hours of call-out.
- Assure that adequate response and resources will be dedicated to the City to the satisfaction of the City.
- Perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

BREAKDOWN OF EQUIPMENT:

At all times, the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task. If down for more than one (1) hour, a penalty will be assessed at the rate of \$50 per hour for each hour above and beyond one (1) hour.

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STORAGE OF EQUIPMENT:

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

REPORTS:

The Contractor shall provide to the City detailed reports of all street repair/maintenance services performed which shall include the receipt date of work order, type of service, and photographs of service site before and after work order is completed, location or address of service site, description of the work performed, and date completed.

CONCRETE PRICE QUOTATION:

Unit price bids as indicated on the following bid form sheets shall include excavation, stone bedding, rubberized expansion material (ASTM D-1751-97), topsoil backfill, grades and all appurtenances to complete the work. Bidder acknowledges the estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities provided and determined in the contract documents. Proposed prices will remain valid for all areas, regardless of quantities to be installed at the particular site and at all times within the contract period. Pricing will adhere to the following:

- All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- Bidder shall provide an overall bid for the project and a bid for each component.
- Unless otherwise stated, bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and City only after completion of the initial term.
- Unit price bid for all items shall include all water quality, erosion, and traffic control measures inclusive of permit to comply with local, state, and federal requirements.

REVIEW AND SELECTION PROCESS:

The City reserves the right to make the selection based on its sole discretion. A committee of City staff will evaluate the proposals received in response to this RFP, each of which will be rated based on current organizational needs. Criteria which will be used to evaluate responses will include, but not be limited to, the following:

1. Quality and completeness of the proposal.
2. Ability to schedule and efficiently perform the required work.
3. Cost effectiveness of the proposal compared to the requested scope of work. Utilizing the criteria listed above and any additional criteria the City deems necessary, a recommendation of the selected candidate will be made to the City Manager. The Procurement Manager will make a final recommendation to the Mayor and City Council, which is the governing body that will award the final contract.

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No minimum delivery quantity per project. The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

CONDITIONS:

1. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
2. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements.
3. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of Georgia license and a City of Stockbridge Business License throughout the duration of the contract.
4. The Contractor shall maintain insurance provisions as required in the contract.

End of Exhibit B.

EXHIBIT C
REQUEST FOR PROPOSAL

I. REQUEST FOR PROPOSAL PROCESS

The proposal must contain the information outlined below.

Please include a title on each page of your proposal and number the pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including the name of the company (include any dba names); headquarters and parent company locations; and a brief history of the company.
- ii. Company's mailing address, contact person, telephone number for the primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

Executive Summary: An executive summary letter should include the key elements of the respondent's RFP and an overview of the team. Indicate the address and telephone number of the respondent's office located nearest to Stockbridge, Georgia, and the office from which the project will be managed.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposal is most advantageous to the City:

A. Approach

1. **Methodology(ies):** This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task required.
2. **Work Plan:** Indicate all key deliverables and their contents.
3. **Project Schedule:** Provide an outline for each performance metric listed in the Scope of Work. Demonstrate your team's ability to perform the work requested within an established schedule.

EXHIBIT C
REQUEST FOR PROPOSAL

B. Qualifications and Experience of the Firm(s)

1. List 3-5 similar projects completed in the last 5 five years.
2. Contracts on hand (schedule – showing gross amount of each contract and the approximate timelines).
3. Have you ever failed to complete any work awarded to you, if so, where, and why?
4. How long do you warrant a project?

C. Qualifications and Experience of Key Staff

1. Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes if applicable.

D. Cost Proposal

1. Preventative Maintenance

- Provide a lump sum bid for all scheduled services based on unit pricing

2. Additional Labor Costs

- Normal Hours: Monday through Friday, 7AM to 4 PM b. After Hours/Holidays Billed at approved overtime rates

3. Parts and Materials

- No more than a 5% markup; provide a detailed price

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the client.

Criteria	Points
Technical Approach/Project Management	40
Qualifications and Experience of the Firm(s)	20
Qualifications and Experience of Key Staff	10
Cost	30
Highest Possible Score	100

- a. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.
- b. The Department is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm

EXHIBIT C
REQUEST FOR PROPOSAL

has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.

- c. The proposals will be the basis from which interested firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.
- d. Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers, and to issue a new RFP. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

II. SUBMISSION OF RFP

Proposals shall be submitted online thru the Bonfire Portal, and identified as follows:

RFP Number: 2025-0004, Annual On-Call Sidewalk Repairs And Replacement
Optional Pre-bid Conference (In Person): Monday, May 12, 2025, at 1:30 p.m. EST
Questions Due: Friday, May 16, at 2:30 p.m. EST
Proposal Due Date: Thursday, May 29, 2025, at 3:00 p.m. EST

Proposals shall only be accepted online through the Bonfire Portal

[City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement](#)

All submissions are due in Bonfire no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included as page two (2) of this RFP, and Exhibit C-I **must be attached** in Bonfire and must be signed by a person authorized to legally bind the company.

EXHIBIT C
REQUEST FOR PROPOSAL

III. EVALUATION CRITERIA AND PROCESS

- a. All RFPs received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each RFP will be reviewed to ensure that the Offeror submitted all information required in the RFP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All RFP's that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.
- b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in Evaluation and Selection Criteria. Discussions may be conducted by the City of Stockbridge with responsible Offerors who submit RFP determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be a deciding factor in this RFP, only Proposal.
- c. The City of Stockbridge reserves the right to addend the RFP prior to the date of RFP submission. Addenda will be posted to the Stockbridge website at www.stockbridgega.gov.
- d. Awards of contract shall be made to the responsible Offerors who have successfully submitted an RFP and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City of Stockbridge reserves the right to reject all RFP's submitted in response to this RFP.

IV. OTHER CONSIDERATIONS

- a. Vendors responding to this RFP need to become a registered Vendor to sell products or services to the City of Stockbridge. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors, including invoice payments. If you have any questions or concerns, please feel free to email:
City of Stockbridge
Purchasing Office
Shall@stockbridgega.org

EXHIBIT C
REQUEST FOR PROPOSAL

- b. Prior to the due date, a submitted RFP may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's RFP and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

V. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the statement of Proposal and will perform the services specified; and for the privilege of doing so on the City of Stockbridge premises. I understand that, upon proper acceptance of this offer by the City of Stockbridge, a contract will thereby be created.

Given under my hand this _____ day of _____, 20__.

Name of Firm

Signature

Title

Business Address

Email address

End of Exhibit C.

EXHIBIT D
BOND DOCUMENTS

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof. Signed, sealed, and dated this _____ day of _____, 2025.

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Stockbridge Georgia

(Name of Obligee)

4640 N Henry Blvd. Stockbridge, Georgia 30281

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

EXHIBIT D
BOND DOCUMENTS

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

EXHIBIT D
BOND DOCUMENTS

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

Signed, sealed, and dated this _____ day of _____, 2025

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

EXHIBIT D
BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Stockbridge, Georgia

(Name of Obligee)

4640 N Henry Blvd., Stockbridge, Georgia 30281

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$_____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

EXHIBIT D
BOND DOCUMENTS

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated_____ for: _____.

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this_____day of _____, 2025

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

EXHIBIT D
BOND DOCUMENTS

(Address)

(Surety)

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS

MAINTENANCE BOND

PROJECT NO: _____

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto the CITY OF
STOCKBRIDGE, GEORGIA, as Obligee in the sum of one-third of the contract bid for the
payment of which said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Stockbridge. Said work has now
been completed and the Obligee desires a maintenance bond guarantee said streets and
improvements for a period of one-year beginning _____ and
ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
fully indemnify and save harmless the City of Stockbridge from any and all loss, costs, expenses
or damages, for any repairs or replacements required because of defective workmanship or
materials in said construction, then this obligation shall be null and void; otherwise to be and
remain in full force and effect as to any such claim arising within one year from the completion of
said construction as set forth in said agreement.

Signed, sealed and dated this _____ day of _____, 2025

Witness:

(Principal)

(Name of Surety Company)

(Attorney-in-fact)

End of Exhibit D.

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stockbridge within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*** or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit E.

EXHIBIT F
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider’s employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
“As part of the subcontracting agreement with _____ (Service Provider),
_____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G
PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received certify that I have received a copy of the City of Stockbridge, GA, Financial Management Policies Purchasing Policy which can be found at <https://stockbridgega.org/departments/procurement-division> and agree to comply with all requirements of the City of Stockbridge, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stockbridge, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2).****

Subscribed and Sworn Before Me, this the ____ day of _____, 20__

Notary Public: _____

My Commission Expires: _____

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit H.

EXHIBIT I:
CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL
RFP No. 2025-0004
ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
REMOVAL & DISPOSAL OF RIGID PAVEMENT (SIDEWALK, ETC.,)	S.Y.	\$	\$
REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)	L.F.	\$	\$
CONCRETE SIDEWALK (4-INCH DEPTH, 3,000 PSI, BROOM FINISH)	S.F.	\$	\$
EXPOSED AGGREGATE CONCRETE SIDEWALK (4-INCH DEPTH, 3000 PSI), (see Sect. II note 4.)	S.F.	\$	\$
EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	S.F.	\$	\$
CONCRETE HANDICAP RAMP (4-INCH THICKNESS, 3,000 PSI, RETROFIT W/DETECTABLE WARNING PER CITY STANDARD)	S.F.	\$	\$
CONCRETE DRIVEWAY (BROOM FINISH, 4-INCH DEPTH, 4,000 PSI, WITH FIBER MESH)	S.F.	\$	\$
CONCRETE DRIVEWAY (BROOM FINISH, 6-INCH DEPTH, 4,000 PSL W/FIBER MESH)	S.F.	\$	\$
BLACK FIBER BOARD EXPANSION JOINT	L.F.	\$	\$
RUBBERIZED EXPANSION JOINT (ASTM D-1751-97)	L.F.	\$	\$
EXTRUDED MOUNTABLE CURB (NEW INSTALLATION, Spring Hill STD.)	L.F.	\$	\$
CONCRETE COMBINED CURB & GUTTER (NEW INSTALLATION, Spring Hill STD)	L.F.	\$	\$
ADJUSTMENT OF CATCH BASIN GRATES & FRAMES	EACH	\$	\$
ADJUSTMENT OF WATER VALVE BOXES	EACH	\$	\$

EXHIBIT I

CITY OF STOCKBRIDGE GENERAL CONCRETE WORK BID FORM/COST PROPOSAL

RFP No. 2025-0004

ANNUAL ON-CALL SIDEWALK REPAIRS AND REPLACEMENT

ADJUSTMENT OF MANHOLE COVERS & FRAMES	EACH	\$	\$
ADJUSTMENT OF WATER METERS	EACH	\$	\$
BERMUDA SOD – PER GDOT	S.F.	\$	\$
ITEM DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
SEED & STRAW – PER GDOT	S.F.	\$	\$
REMOVAL OF TREE & STUMP GRINDING	EACH	\$	\$
REMOVAL OF TREE ROOT UNDER THE SIDEWALK ONLY	EACH	\$	\$
REMOVAL AND INSTALLATION OF ADA RAMP INCLUDING DETECTOR WARNING STRIPS	EACH	\$	\$

TOTAL BASE BID \$ _____

TOTAL BASE BID IN WORDS

End of Exhibit I.



Where Community Connects

City of Stockbridge Purchasing Division

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

ADDENDUM No. 1

Solicitation No.: REQUEST FOR PROPOSAL (RFP) NO. 2025-0004

Solicitation Title: CITY OF STOCKBRIDGE ANNUAL ON-CALL SIDEWALK
REPAIRS AND REPLACEMENT

ATTENTION ALL POTENTIAL BIDDERS:

☒ X

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding Documents and shall be as binding as if contained therein.

☐

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~-type are deletions from existing text. Words in **bold, underline** type are additions to existing text.

1. Proposal Due Date has not changed. The Proposal Due Date is Thursday, May 29, 2025, 3:00 PM EST.
2. The deadline for questions has not changed. The deadline for questions is Friday, May 16, 2025, 2:30 PM EST.

CLARIFICATIONS / MODIFICATIONS / QUESTIONS AND ANSWERS

Q1. **Concrete Mix:** If contractor is pouring 1 yd. or less of concrete, can it be bag concrete?

A1. Yes

Q2. **Subdivisions:** Will majority of work be in subdivisions?

A2. Yes

- Q3. **Renewal:** Will there be an option to renew? If so, will there be a % of markup allowed?
A3. There will be an option to renew. Any proposed increase can not exceed the annual Consumer Price Index (CPI).
- Q4. **Work Size** – In Exhibit B under Project Area, the first and second paragraph seem to contradict each other. The first paragraph states work will be no less than 1000 sf of sidewalk, while the second paragraph states a minimum of 25 sf of sidewalk. Could you please clarify? What will the minimum size of work orders be?
A4. The work requested will not be less than one-hundred (100) square feet.
- Q5. **Traffic Control** – Can a line item be added for traffic control?
A5. Yes. However, the City reserves the right to review and approve the costs associated with traffic control.
- Q6. **Trees** – On removal of tree and stump grinding line item, what is the diameter of trees?
A6. Stumps must be at least 12 inches in diameter.
- Q7. **Graffiti Damage** – How long after concrete is completed will contractor be responsible for graffiti damage?
A7. Thirty (30) days.
- Q8a. For any work, material requested outside of the RFP will that be a change order?
A8a. Yes. Work outside of the RFP will be considered a change order.
- Q8b. Is and of this work for the RFP need to be Bonded?
A8b. All work will need to be bonded.
- Q8c. It states in the RFP that an inspection has to be performed before the concrete is poured, will this have to be scheduled in advance and if so how far in advance will be have to schedule it. Or will the inspection be readily available?
A8c. Inspections will have to be scheduled at least twenty-four (24) hours in advance.
- Q8d. On Number 11 of the SOW on pg. 31 Decorative brick shall be installed to match existing brick work, when necessary. This will be priced outside of the RFP correct?
A8d. Yes.
- Q8e. Will we need to call GA-811 Locates for this RFP
A8e. Yes. Per GA law, 811 will have to be called prior to any excavations.

End of Addendum No. 1

ADDENDUM NO. 2

SOLICITATION NO.: **REQUEST FOR PROPOSALS (RFP) NO. 2025-0004**

SOLICITATION TITLE: **ANNUAL ON-CALL SIDEWALK REPAIRS & REPLACEMENT**

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. **The RFP closing time has changed to Tuesday, June 3, 2025, at 3:00 PM EDT.**
2. **Added: Update Exhibit D to reflect the full bid documents.**



PROCUREMENT DIVISION

4640 N. Henry Boulevard, Stockbridge, GA 30281

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp . All other terms, conditions, and specifications of the solicitation remain unchanged.

Name of Company / Firm / Organization

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date

EXHIBIT D
BOND DOCUMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Stockbridge. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

EXHIBIT D
BOND DOCUMENTS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(Name of Contractor) _____
(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Stockbridge Georgia
(Name of Obligee)
4640 N Henry Blvd., Stockbridge, Georgia 30281
(Address of Obligee)

herein after referred to as Obligee, in the penal sum of _____
Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Stockbridge, Georgia, a proposal for furnishing materials, labor and equipment for:

Request For Proposal, No. 2025-0006
Annual On-Call Water And Sewer Emergency, Operational Repair, Maintenance and Construction

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Stockbridge, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Stockbridge, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Stockbridge, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stockbridge,

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

EXHIBIT D
BOND DOCUMENTS

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof. Signed, sealed, and dated this _____ day of _____, 2025.

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Stockbridge Georgia

(Name of Obligee)

4640 N Henry Blvd. Stockbridge, Georgia 30281

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of

_____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and

EXHIBIT D
BOND DOCUMENTS

each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

EXHIBIT D
BOND DOCUMENTS

PROVIDED FURTHER, any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

Signed, sealed, and dated this _____ day of _____, 2025

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

EXHIBIT D
BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Stockbridge, Georgia

(Name of Obligee)

4640 N Henry Blvd., Stockbridge, Georgia 30281

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$_____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind

EXHIBIT D
BOND DOCUMENTS

ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige, dated _____ for: _____.

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited t. O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2025

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

(Address)

EXHIBIT D
BOND DOCUMENTS

(Surety)

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS

MAINTENANCE BOND

PROJECT NO: _____

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto the CITY OF
STOCKBRIDGE, GEORGIA, as Obligee in the sum of one-third of the contract bid for the
payment of which said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Stockbridge. Said work has now
been completed and the Obligee desires a maintenance bond guarantee said streets and
improvements for a period of one-year beginning _____ and
ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
fully indemnify and save harmless the City of Stockbridge from any and all loss, costs, expenses
or damages, for any repairs or replacements required because of defective workmanship or
materials in said construction, then this obligation shall be null and void; otherwise to be and
remain in full force and effect as to any such claim arising within one year from the completion of
said construction as set forth in said agreement.

Signed, sealed and dated this _____ day of _____, 2025

Witness:

(Principal)

(Name of Surety Company)

(Attorney-in-fact)

End of Exhibit D.



**Response Proposals Listing
for
Request for Proposals No. 2025-0004
Annual On-Call Sidewalk Repairs and Replacement**

The following proposals were received in response to Request For Proposals No. 2025-0004, City of Stockbridge Annual On-Call Sidewalk Repairs and Replacement by the closing date of 6/3/2025, 3:00PM, EST.

A & S Paving, Inc.

Blount Construction Company, Inc.

CGS Waterproofing, LLC

Construction

CSTE, Inc.

DAF Concrete, Inc.

HFJ Concrete

Limitless Concrete & Works, Inc.

Peach State Construction Co., LLC

The M. Mitchell Group, LLC



City of Stockbridge

AGENDA ITEM

MEETING DATE

September 8, 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: Sewer

ITEM/PROJECT/EVENT:

Purchase Phosphorous removal chemical from Cedar Chem.

BACKGROUND INFORMATION:

Cedar Chem product CC2050 is used in the treatment and removal of Phosphorus at the Wastewater Treatment Plant. The City's NPDES Permit limit for Phosphorous is 0.30 mg/l and jar tests were performed using several Phosphorous removal chemicals to determine which product effectively removed Phosphorous below the limits specified in the City's NPDES Permit. The test results indicated that Cedar Chem CC2050 worked best for the City's wastewater process. Staff is requesting approval to use \$60,000.00 of the Sewer Department's chemical line item to purchase Cedar Chem CC2050.

SIGNATURES:

CITY MANAGER 

CITY TREASURER 

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$60,000.00

ATTACHMENTS: 



A Solenis Company

July 14, 2025

Dear Kevin,

We hope this message finds you well. We are writing to inform you about an upcoming change that will take effect on **August 1, 2025**.

As you may be aware, recent changes in international trade policy have resulted in increased tariffs on a range of imported goods and materials. These tariffs have continued to significantly impact the cost of sourcing the high-quality products and components we use to serve you. Despite our best efforts to absorb these additional costs through operational efficiencies and supply chain adjustments, the continued rise in tariffs has made it necessary for us to implement a price adjustment to the products listed below.

Product	Description	Price
CC 2050	45,000 lb. Bulk	\$0.343/lb. - Delivered

We understand that price increases are never ideal, and we want to assure you that this decision was made only after careful consideration. Our priority is to continue delivering exceptional value, and we remain committed to supporting your needs through this change. Please contact your Key Account Manager with any questions.

We sincerely appreciate your continued support and partnership.

Sincerely,

Adrienne Hess

Bid & Pricing Coordinator

CedarChem, LLC

CC: Drew Ellis



JUSTIFICATION FOR SOLE SOURCE PURCHASE
(Total cost \$5,000.01-\$50,000.00)

PURCHASE REQ. NO.: _____ **TOTAL COST:** \$60,000.00

VENDOR NAME: CedarChem

DESCRIPTION: (Describe what is to be purchased)
Chemicals for WWTP

PURPOSE: (Describe the intended use of the item or service)
Specialized chemical to remove phosphorus in wastewater.

JUSTIFICATION: (Describe why only one source is available to supply the item or service)
Cedarchem is the manufacturer of the CC2050 . Extensive testing was completed with other chemicals and the results indicated that the CC2050 manufactured by Cedarchem worked best for the City's wastewater process.

LOCATION: (Identify the department that needs the item or service)
WWTP

GL Account Number: 505-43300-531706
Number Project#

Department Head: Devin T. Aaron Devin T. Aaron
Type/Print Name Signature

City Manager: Shane Edmondson 8/14/2025
Type/Print Name Date
[Signature] Signature
8/14/25 Date

CITY OF STOCKBRIDGE

4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281
PHONE (770) 389-7900
FAX (770) 389-7912

August 14, 2025

MEMORANDUM

TO: Shawn Edmondson
City Manager

FROM:  Decius T. Aaron
Public Works Director

DATE: August 14, 2025

REFERENCE: Cedar Chem

Cedar Chem product CC2050 is used in the treatment and removal of Phosphorus at the Wastewater Treatment Plant. The City's NPDES Permit limit for Phosphorous is 0.30 mg/l and jar tests were performed using several Phosphorous removal chemicals to determine which product effectively removed Phosphorous below the limits specified in the City's NPDES Permit. The test results indicated that the Cedar Chem CC2050 worked best for the City's wastewater process.

If additional information is needed, please advise.

Cc: Kevin Miller, Sewer Superintendent

DTA:da



P.O. Box 271 Cedartown, GA 30125; 770-748-3863 (Customer Service); 770-748-3887 (Fax)

March 29, 2016

Mr. Brad Holsinger
City of Stockbridge WWTP
100 Stapelton Road
Stockbridge, Georgia 30281

Re: CC2050

CedarChem, LLC of Cedartown, GA is the sole source for CC 2050. This product is manufactured in Orangeburg, SC exclusively for CedarChem, LLC.

Thank you

Sincerely,

Christa J. Zuker

Christa J. Zuker
Bid & Pricing Coordinator
CedarChem, LLC

CC: Scott Wright

505-43300-531706

Fiscal

Balance:

44,031.31

CHEMICALS

1/1/2025 - 12/31/2025

Pending:

0.00

General

Segmentation

Report Groups

Notes

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

Detail

Period Activity

Fiscals

Journal Entries

Encumbrances

Reserves

CM

Budget Summary

Original Budget 105,000.00

Adjustments 0.00

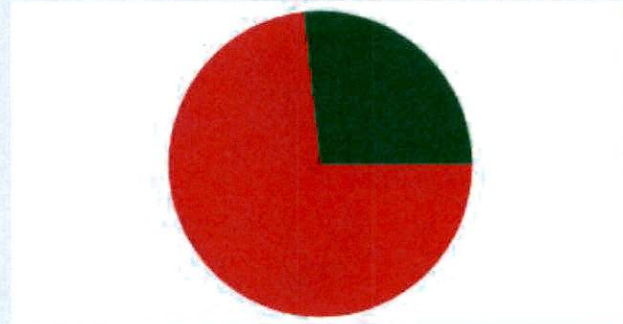
Current Budget 105,000.00

Activity 44,031.31Encumbrances 32,888.69Reserves 0.00

Budget Remaining 28,080.00

Pending 0.00

Budget Available 28,080.00



■ Budget Used ■ Budget Remaining

Budget Remaining 28,080.00 Percent Remaining 26.74%

Budget Used 76,920.00 Percent Used 73.26%



City of Stockbridge

AGENDA ITEM

MEETING DATE

FUNDING SOURCE

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

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

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Community Development Staff

DEPARTMENT:

Community Development

ITEM/PROJECT/EVENT:

Text Amendment Case #TX-2025-03. Consideration of a text amendment to the Unified Development Code (UDC) to allow and provide regulations for the use of drone delivery facilities and services by businesses, with an approved special use permit.

BACKGROUND INFORMATION:

Walmart is interested in establishing drone delivery services at its two stores in Stockbridge. The Planning & Zoning Staff discussed this with Walmart's drone operator on 8/27/25. Walmart has 15+ stores with drone deliveries in Dallas, Texas. A fenced area with a drone landing strip, called a NEST, would be located in the parking lot of each store to house and operate the drone aircraft. NESTs require approval from the Federal Aviation Administration. Drone deliveries are particularly popular with senior customers, who want personal items, pet food, prescriptions, birthday cakes, and produce.

APPROVALS: CITY MANAGER



CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

ATTACHMENTS:

☐

ITEM/PROJECT/EVENT:

TX-2025-03 for Drone Deliveries

BACKGROUND INFORMATION:

STAFF RECOMMENDATION:

APPROVAL AND ADOPTION.

Staff Signature_____

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF STOCKBRIDGE, GEORGIA RELATING TO THE CREATION OF AN ADMINISTRATIVE SPECIAL USE PERMIT PROCESS, MAKING ADDITIONS TO VARIOUS SECTIONS OF THE UNIFIED DEVELOPMENT CODE (UDC) TO ASSIGN THE BUSINESS PURPOSE “DRONE DELIVERY SERVICE” A ZONING DISTRICT BY ADMINISTRATIVE SPECIAL USE PERMIT; CREATE A SUPPLEMENTAL USE REGULATIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Stockbridge desires to facilitate responsible community growth and economic vitality to meet the needs of residents; 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 exercise the power of zoning; and

WHEREAS, the City of Stockbridge is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City of Stockbridge recognizes the need for a streamlined process to address certain land use requests that do not require legislative action but still warrant administrative oversight; and

WHEREAS, the City seeks to establish an Administrative Special Use Permit process to allow for specific uses that are compatible with the surrounding zoning and land use patterns, subject to enhanced review and conditions; and

WHEREAS, the approval of such Administrative Special Use Permits shall be contingent upon the joint review and written approval of the Community Development Director and the City Manager, ensuring consistency with the City’s Comprehensive Plan, Unified Development Code, and applicable development standards; and

WHEREAS, the Federal Aviation Administration (FAA) is the sole regulatory authority responsible for ensuring the safety and efficiency of the National Airspace System, including the operation of unmanned aircraft systems (UAS) and drone delivery services under Part 107 and Part 135 regulations; and

WHEREAS, the FAA has affirmed that while it retains exclusive jurisdiction over aviation safety and airspace efficiency, state and local governments may enact supplemental regulations addressing land use, privacy, trespass, and other public safety concerns that do not conflict with federal law; and

WHEREAS, the City of Stockbridge, Georgia, recognizes the growing presence and potential of drone technology and delivery services within its jurisdiction and seeks to proactively establish local guidance that protects the health, safety, privacy, and property rights of its residents.

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

Section 1. Approval to Amend the Unified Development Code. Title 12, Chapter 9, Section 2. entitled "Procedural Requirements", to include a new section entitled Requirements for Administrative Special Use Permits (AS), which shall read as provided in Exhibit A.

Section 2. Approval to amend the Unified Development Code. Title 12, entitled Chapter 3, entitled Use Regulations, to include a new section 3.2.42, entitled "Drone Delivery Services" which shall read as provided in Exhibit B.

Section 3: Approval to create an Administrative Special Use Permit. An Administrative Special Use Permit (AS) process is hereby created for the purpose of reviewing and approving drone delivery service operations within the City of Stockbridge.

Section 4: The authority to approve applications submitted under the AS process shall be delegated to the City Manager and the Community Development Director, or their respective designees.

Section 4: Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall be come and be made a part of the code of Ordinances, City of Stockbridge, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

Section 5. Severability. In the event that any section, subsection, sentence, clause, or phrase of this Ordinance is declared or adjudged to be invalid or unconstitutional, such adjudication shall in no manner affect the remaining portions of this Ordinance, which shall remain in full force and effect as if the invalid or unconstitutional section, subsection, sentence, clause, or phrase was not originally a part of this Ordinance.

Section 6. Repealer. All ordinances or parts of ordinances that are in conflict with this Ordinance is hereby repealed.

Section 7. Attestation. 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.

Section 8. Authority to Amend. The City Attorney is granted the authority to amend or correct this ordinance, with the express consent of City Council, to reflect the intent of the Council and to ensure compliance with applicable laws.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED this XXth day of Month Year

ANTHONY S FORD, Mayor

ATTEST:

VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:

QUINTON G. WASHINGTON, City Attorney

Exhibit A

Section 1: Administration Special Use Permit (AS)

An administrative special use permit shall only be issued upon joint approval by the City Manager and the Community Development Director. Both officials must determine the proposed activity:

1. Comply with applicable zoning and land use regulations.
2. It is consistent with the City's comprehensive plan and strategic goals.
3. Does not adversely affect public health, safety, or welfare

Section 2: Evaluation Criteria for Administrative Special Use Permit

The AS process shall apply to:

1. Temporary land uses or structures are not otherwise permitted by right.
2. Development proposals requiring expedited review.
3. Projects involving unique technical or operational considerations.
4. Uses that may have significant community or environmental impact.

Section 3: Application Requirements

1. An application for an Administrative Special Use permit (AS) can be submitted by the property owner.
2. Applicants shall submit a completed AS application to the Community Development Department.
3. The Administrative Special Use Permit fee is \$600.
4. The application must include site plans, operational details, and any other documentation deemed necessary.
5. The applicant shall conduct a minimum of two public community meetings to engage and inform residents within the impacted area prior to permit approval
6. The Community Development Director shall review the application and forward it to the City Manager with a recommendation.
7. A final decision shall be rendered within 30 calendar days of submission, unless extended by mutual agreement.

Section 4: Regulatory Fees

1. The applicant is required to pay an annual regulatory fee of \$1600
2. If a person engages in an activity regulated by the city on or after July 1st in any year, the regulatory fee for the remaining portion of the year shall be fifty percent (50%) of the regulatory fee for the entire year.
3. With the exception of those entities who are lawyers or attorneys engaged in the practice of law, every person subject to payment of a regulatory fee levied by this chapter shall display a current regulatory fee certificate in a conspicuous place at the location for which such certificate was issued. If a taxpayer does not have a permanent location with the city, the regulatory fee certificate shall be shown to any police officer (or any other person charged with enforcing this ordinance) upon request. However, for those entities who are lawyers or attorneys engaged in the practice of law, display of the certificate shall not be a precondition to the practice of law.

Section 5: Conditions and Enforcement

The City Manager or Community Development Director may impose reasonable conditions on the permit to:

1. Mitigate potential impacts.
2. Ensure compliance with city standards.
3. Protect surrounding properties and residents.
4. Violation of any permit condition may result in revocation of the AS and enforcement actions provided by law.

Section 6: Appeals

1. Appeal of an administrative special use (AS) shall follow the procedures outlined in [Stockbridge Code Of Ordinances, Title 12 Unified Development Code, Chapter 10 Section 3 entitled, Appeal of Administrative Actions.](#)

Exhibit B

Section 1: Definitions

Drone or Unmanned Aircraft System

Unmanned aerial systems remotely piloted aircraft that can fly under the control of a remote using a first-person point of view, or in autopilot mode guided by a global positioning system (GPS)

Commercial Drone Delivery Hub

An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by unmanned aircraft, to distribute commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system (UAS) buildings, structures, and other facilities

Drone Staging Area

A designated area over which an unmanned aircraft completes the final phase of the approach, to a hover or a landing, and from which an unmanned aircraft initiate take-off. The drone staging area includes both the launch pads and any required safety areas, and may include areas for the outdoor storage of goods, materials, containers, trailers, or other equipment.

Drone Delivery

A permitted food store, restaurant, retail store, or warehouse/distribution facility with one (1) or more designated drone staging areas that are incidental to the primary use of the property for use by small, unmanned aircraft systems under fifty-five (55) pounds take-off weight to distribute commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.

Drone Delivery Service

A primary use of the property with the purpose of operating one (1) or more drone staging areas for use by unmanned aircraft to deliver commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.

Section 2: Certifications and Requirements

The Federal Aviation Administration (FAA) has exclusive jurisdiction over aviation safety and the efficient use of the national airspace, including the operation, flight paths, and altitude of unmanned aircraft systems (UAS), commonly referred to as drones. The city seeks to

clarify the jurisdictional boundaries between federal and local authority regarding the operation of unmanned aircraft systems (UAS), specifically those used for commercial delivery services, and to ensure local regulations are consistent with federal law

1. All drone delivery services operating within the City of Stockbridge must comply with FAA regulations, including but not limited to:
 - Part 107 of Title 14 of the Code of Federal Regulations (CFR), governing commercial drone operations.
 - Remote Identification Requirements under Part 89.
 - Registration and Marking Requirements under Part 48.
 - Operational limitations such as maximum altitude, line-of-sight requirements, and restrictions on flying over people or moving vehicles.
 - All pilots must obtain and retain a remote pilot certification from the Federal Aviation Agency as required under 14 CFR part 61.
2. Drone delivery service is allowable by Administrative Special Use Permit

Section 3: Zoning

Use regulations table

KEY:		P - Permitted Use					"See Section" - Additional Regulations Apply							
		A - Permitted as an Accessory Use					S - Special Use			AS – Administrative Special Use				
Use		RR	SR	CCR	MFR	MHR	OI		C1	C2	C3	LI	HI	See Section
		AUTO RELATED ISSUES												
Commercial Drone Hub										AS	AS	AS	AS	Title 9

Section 4: Use Standards for Commercial Drone Delivery Hub

1. Commercial drone delivery hubs are allowed by administrative special use permit in the C-2, C-3, LI, and HI districts when the requirements of this section are met.
2. The Commercial Drone Delivery Hub shall be limited to no more than 10,000 square feet.
3. Commercial drone delivery hub may be allowed as an accessory use by special permit for food/grocery store, restaurant/cafeteria, retail store, shopping center,

superstore, drug store or warehouse/distribution center use in any district when the requirements of this section are met.

- a. When a detached accessory building for a commercial drone hub is less than 100,000 square feet is occupied or intended to be occupied for an accessory commercial drone delivery hub, the floor area is limited to a maximum of 10% of the total floor area of the building containing the primary use.
4. The drone staging area must be designated on an approved site plan. As accessory use, the drone staging area is limited to 10% of the total lot area. The drone staging area must not be placed:
 - a. Within any required building setbacks.
 - b. Within any required landscape edge.
 - c. Within fire lanes, easements, maneuvering aisles, customer pick-up lanes, or required loading zones and parking spaces; or
 - d. So as to obstruct visibility or interfere with pedestrian or vehicle circulation.
5. A drone staging area located inside of or on the roof of the building containing the primary use is not subject to this limitation. When a drone staging area is located on top of a building:
 - a. Any roof-mounted mechanical equipment, excluding landing pads, is subject to the mechanical screening requirements and
 - b. Any additional structure, parapet wall, screening, safety railing, or other appurtenance associated with the commercial drone delivery hub is subject to the maximum height requirement of the district, except a single mast up to 10 feet in height for a windsock may exceed the maximum height requirement.
 - c. When located at grade, any goods, materials, containers, trailers, or other equipment must be screened. Landing pads are exempt from this screening requirement.
 - d. Any roof-mounted mechanical equipment, excluding landing pads, is subject to the mechanical screening requirements

Section 5: Noise Restrictions

The drone staging area for a commercial drone delivery hub shall not be located within 300 feet of any property upon which a school, dwelling, retirement and supportive housing facility, or public park is located.

1. The drone staging area for a commercial drone delivery hub shall not be located within 300 feet of any property upon which a school, dwelling, retirement and supportive housing facility, or public park is located. The 300-foot buffer

requirement may be reduced to 150 feet if City Council finds that issuance of the specific use permit would not be detrimental or injurious to the public health, safety, or general welfare of the neighborhood.

2. The measurement of the required buffer is to be made in a straight horizontal line from the edge of the drone staging area to the closest property line of a property containing a school, dwelling, retirement, and supportive housing facility use, or public park.

Section 6: Parking

1. One space per 1,000 square feet of floor area for storage or warehousing, plus one space per 300 square feet of floor area for office, customer service, or other areas. A minimum of one parking space per 500 square feet of the designated drone staging area is required for commercial drone delivery hubs with no buildings
2. Loading spaces shall be provided for a commercial drone delivery hub. Loading spaces are not required for an accessory commercial drone delivery hub use.
3. The City Council may decrease the amount of required parking required for a site by up to 10% to accommodate the drone staging area for a commercial drone delivery hub with approval of a site plan. The parking reduction is revoked if the commercial drone delivery hub use is removed.

Section 7: Security

1. The Commercial Drone Hub at grade shall be enclosed with a fence consisting of masonry, decorative iron, or chain link that is coated with black vinyl.
2. The Commercial Drone Hub shall deploy 360° flock camera with 24-hour monitoring.

Section 8: Operating Hours

1. The hours of operations for Commercial Drone deliveries shall be limited to 7:00am - 8:00 pm

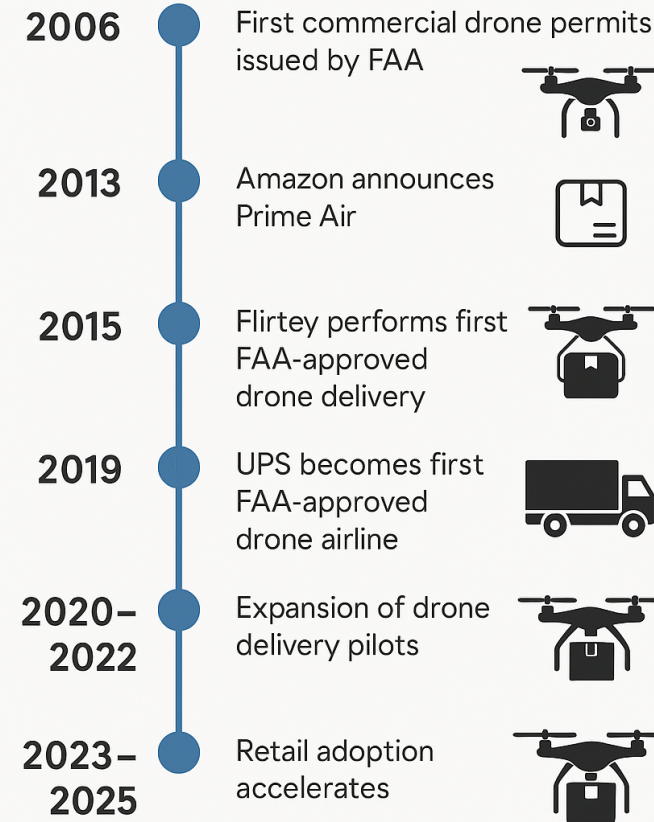


Drone Delivery Services in Stockbridge, GA

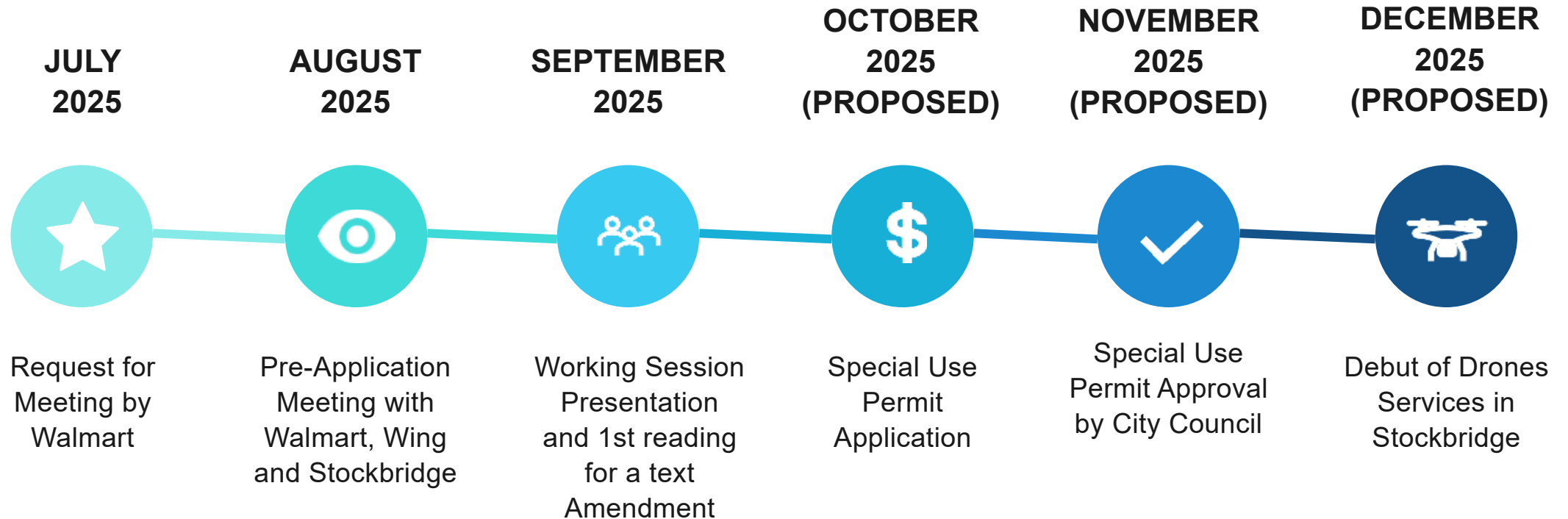
Connecting the Future
Ryan Anderson
Community Development Director

Background

GROWTH OF DRONE DELIVERY SERVICES IN THE UNITED STATES



DRONE DELIVERY SERVICE BACKGROUND



Amendments to the Unified Development Code



Approval to Amend the Stockbridge, Code of Ordinances, Title 9, Unified Development Code, Licensing and Regulation, shall be amended to add a new section (9.116) entitled Drone Delivery Services, which shall read as provided in the attached Exhibit A,



Approval to amend the Unified Development Code, Title 12, entitled Chapter 3, entitled Use Regulations, to include a new section 3.2.42, entitled “Drone Delivery Services” which shall read as provided in Exhibit A.



Approval to create an Administrative Special Use Permit. An Administrative Special Use Permit (AS) process is hereby created for the purpose of reviewing and approving drone delivery service operations within the City of Stockbridge.

Definitions

Drone or Unmanned Aircraft System

Unmanned aerial systems remotely piloted aircraft. That can fly under the control of a remote using a first-person point of view, or in autopilot mode guided by a global positioning system (GPS)

Drone Delivery

A permitted food store, restaurant, retail store, or warehouse/distribution facility with one (1) or more designated drone staging areas that are incidental to the primary use of the property for use by small, unmanned aircraft systems under fifty-five (55) pounds take-off weight to distribute commercial goods by air.

Drone Delivery Service

A primary use of the property with the purpose of operating one (1) or more drone staging areas for use by unmanned aircraft to deliver commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.



Definitions

Commercial Drone Delivery Hub

An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by unmanned aircraft, to distribute commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system (UAS) buildings, structures, and other facilities

Drone Staging Area

A designated area over which an unmanned aircraft completes the final phase of the approach, to a hover or a landing, and from which an unmanned aircraft initiates take-off. The drone staging area includes both the launch pads and any required safety areas, and may include areas for the outdoor storage of goods, materials, containers, trailers, or other equipment.



Zoning – Use Regulations

KEY:		P - Permitted Use							"See Section" - Additional Regulations Apply					
		A - Permitted as an Accessory Use							S - Special Use					
Use		RR	SR	CCR	MFR	MHR	OI	DT	C1	C2	C3	LI	HI	See Section
		AUTO RELATED ISSUES												
Commercial Drone Hub										S	S	S	S	Title 9



Use Standards for Commercial Drone Delivery Hub

- Special Use Permits in C-2, C-3, LI, HI
- The Commercial Drone Delivery Hub shall be limited to no more than 10,000 square feet
- Commercial drone delivery hub may be allowed as an accessory use by special permit for food/grocery store, restaurant/cafeteria, retail store, shopping center, superstore, drug store or warehouse/distribution center



Use Standards for Commercial Drone Delivery Hub

At Grade Drone Staging Areas

- The drone staging area must be designated on an approved site plan.
- Within any required building setbacks, within any required landscape edge.
- Within fire lanes, easements, maneuvering aisles, customer pick-up lanes, or required loading zones and parking spaces; or
- So not to obstruct visibility or interfere with pedestrian or vehicle circulation.
- When located at grade, any goods, materials, containers, trailers, or other equipment must be screened. Landing pads are exempt from this screening requirement.

Roof/Internal Staging Areas

- Any roof-mounted mechanical equipment, excluding landing pads, is subject to the mechanical screening requirements and
- Any additional structure, parapet wall, screening, safety railing, or other appurtenance associated with the commercial drone delivery hub is subject to the maximum height requirement of the district, except a single mast up to 10 feet in height for a windsock may exceed the maximum height requirement.
- When located at grade, any goods, materials, containers, trailers, or other equipment must be screened. Landing pads are exempt from this screening requirement.
- Any roof-mounted mechanical equipment, excluding landing pads, is subject to the mechanical screening requirements



Certifications and Federal Requirements

The Federal Aviation Administration (FAA) has exclusive jurisdiction over aviation safety and the efficient use of the national airspace, including the operation, flight paths, and altitude of unmanned aircraft systems (UAS), commonly referred to as drones. The city seeks to clarify the jurisdictional boundaries between federal and local authority regarding the operation of unmanned aircraft systems (UAS), specifically those used for commercial delivery services, and to ensure local regulations are consistent with federal law

1. All drone delivery services operating within the City of Stockbridge must comply with FAA regulations, including but not limited to:
 - Part 107 of Title 14 of the Code of Federal Regulations (CFR), governing commercial drone operations.
 - Remote Identification Requirements under Part 89.
 - Registration and Marking Requirements under Part 48.
 - Operational limitations such as maximum altitude, line-of-sight requirements, and restrictions on flying over people or moving vehicles.
 - All pilots must obtain and retain a remote pilot certification from the Federal Aviation Agency as required under 14 CFR part 61.

Noise Restrictions

- The drone staging area for a commercial drone delivery hub shall not be located within 300 feet of any property upon which a school, dwelling, retirement and supportive housing facility, or public park is located.
- The measurement of the required buffer is to be made in a straight horizontal line from the edge of the drone staging area to the closest property line of a property containing a school, dwelling, retirement, and supportive housing facility use, or public park.



Parking

- One space per 1,000 square feet of floor area for storage or warehousing, plus one space per 300 square feet of floor area for office, customer service, or other areas. A minimum of one parking space per 500 square feet of the designated drone staging area is required for commercial drone delivery hubs with no buildings
- Loading spaces shall be provided for a commercial drone delivery hub. Loading spaces are not required for an accessory commercial drone delivery hub use.
- The City Council may decrease the amount of required parking required for a site by up to 10% to accommodate the drone staging area for a commercial drone delivery hub with approval of a site plan. The parking reduction is revoked if the commercial drone delivery hub use is removed.



Security

- The Commercial Drone Hub at grade shall be enclosed with a fence consisting of masonry, decorative iron, or chain link that is coated with black vinyl.
- The Commercial Drone Hub shall deploy 360° flock camera with 24-hour monitoring.





Operating Hours

The hours of operations for Commercial Drone deliveries shall be limited to 7:00 am. - 8:00 pm

Permits

Drone Delivery Services shall be permissible by an Administrative Special Use Permit.

The establishment of Administrative Special Use Permit process for drone delivery services serves the public interest by promoting innovation, enhancing service delivery, and supporting economic development within the City of Stockbridge.

Administrative Special Use Permit

The Community Development Department seeks to create an **Administrative Special Use permit** to expedite the development of the critical planning and zoning issues within the City Code of Ordinance and

- Streamline Approval
- Enhance Public Safety and Oversight
- Economic Development
- Administrative Efficiency

An **Administrative Special Use permit** shall only be issued upon joint approval by the City Manager and the Community Development Director. Both officials must determine the proposed activity:

- Comply with applicable zoning and land use regulations.
- It is consistent with the City's comprehensive plan and strategic goals.
- Does not adversely affect public health, safety, or welfare





Evaluation Criteria

- Temporary land uses or structures are not otherwise permitted by right.
- Development proposals requiring expedited review.
- Projects involving unique technical or operational considerations.
- Uses that may have significant community or environmental impact.

Application Requirements

- Submitted by the property owner
- Submitted to the Community Development Department
- Administrative Special Use Fee \$600
- Regulatory Fee \$1500
- Must include a site plan, operational details
- Requires 2 Public meeting in impacted communities
- Community shall review and recommend to the City Manager

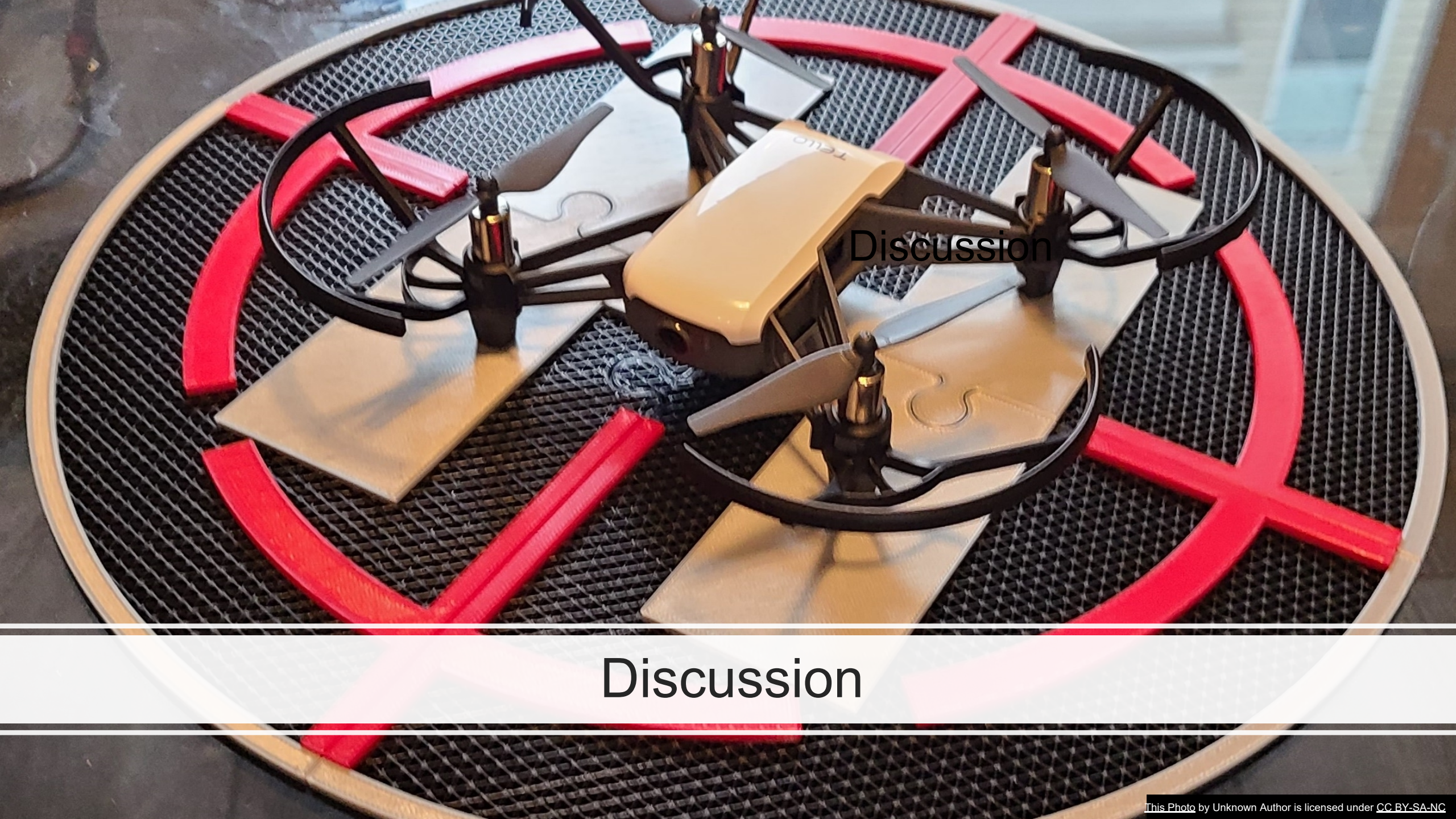




Conditions & Enforcement

The City Manager or Community Development Director may impose reasonable conditions on the permit to:

1. Mitigate potential impacts.
2. Ensure compliance with city standards.
3. Protect surrounding properties and residents.
4. Violation of any permit condition may result in revocation of the AS and enforcement actions provided by law.

A yellow and black DJI Tello drone is positioned in the center of a circular mat. The mat has a black mesh-like texture and is decorated with a red 'X' pattern. The drone's arms are extended, and its propellers are visible. The word 'Tello' is printed on the top of the drone's body.

Discussion

Discussion



[This Photo](#) by Unknown Author is licensed under [CC BY](#)

Thank You

Ryan Anderson
Director
Community Development,
City of Stockbridge
Randerson@stockbridgega.org



Where Community Connects

DDA

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: Tariq Collins

Occupation: CEO Employer: Eagle Financial Group

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

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

Work Phone: () 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)

Eagle Financial Group 827 Fairway Ct. Stockbridge, GA 30281

BOARD, COMMITTEE OR COMMISSION APPLICATION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Citywide Development Authority
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? ² ____ Years ¹⁰ ____ 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:

- 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:

BOARD, COMMITTEE OR COMMISSION APPLICATION

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

I would love to lend my business and financial expertise to the city as we assist in the growth and development of the city, encourage businesses to grow and hire to increase employment and development.

- 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):

Downtown Development Authority

where I can serve the city best.

- 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 SeamlessDocs.com

Key: d40dP18a-1b50-4d76-83bd-40da0f2c3c9d
Signature

Tariq Collins

Printed Name

10-07-2024

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

Tariq Collins

**208 Addy Lane
Stockbridge, GA 30281**



IN-Active Government Security Clearance

Summary Profile

Entrepreneur, experienced in building and establishing business. Working in fast-paced environments that are stressful, unpredictable, requiring strong organizational, analytical, technical, and interpersonal skills. I am trustworthy, ethical, and committed to superior customer service. I bring to the job a level of confidence and poised in interactions with individuals at all levels. I am highly skilled in management of people and overseeing operations. I am detail-oriented and resourceful in completing projects on time. Served in the United States Army for Four years. Served in operation Spartan Shields in Kuwait during February, 2013 until November, 2013 on deployment.

Skills

Property Accountability
Army Logistics System Operations
Experience in MS Office Software

Internet Research, Filing & Data Archiving
Excellent Communication Skills
Office Automation Equipment

Employment History

Eagle Financial Group LLC
Founder & CEO

August 2021- Present

Eagle Financial Group is a one stop shop for the financial service industry, we work with businesses and individuals changing lives one person at a time.

- Taxes Business & Individual
- Financial Planning (Insurance)
- Tax Planning
- Fee based planning
- Accounting, Bookkeeping, & Payroll services
- Educate and help people establish and run their own businesses.

Refuge 12/21, LLC
CO-Founder and Owner \$110,000

July 2019- August 2021

Refuge 12/21 is a team and family business that acquire commercial and residential property to build assets, along with land to build on.

- Purchase property to flip and resale
- Land purchases

- Property management of our rental properties
- Real estate investing in property and land

Business Services & Solutions V5-Team, LLC

July 2019- August 2021

CO-Founder and Owner \$100,000

Business Services & Solutions is a family based team business consisting of 5 members that have established an institution of learning that teach and do the following tasks.

- Tax professionals that prepare individuals and businesses tax returns, and quarterly filing.
- Establish and restore individuals and businesses credit profile.
- Establish client relationships and assist with their financial needs and provide Life Insurance and help fulfill their financial goals, retirement plans to financial security.
- Educate and help clients establish their own business.
- V5 Team provides: Personal; tax preparation, credit building and restoration, business consultation and Financial planning.
- For business; accounting services include bookkeeping, payroll, assist with establishing a business structure and plan, and providing business credit services.

JDK Delivery, LLC Colorado Springs, CO

November 2019- February 2020

Amazon Driver 40 hours/ \$16 hour

- Delivered Amazon packages to customers in the Colorado Springs, CO community.
- Used handheld technology to manage delivery process.
- Interacted with customers on a daily basis.
- Trained in the strict safety standards on and off the road.
- Worked well with the team of drivers.

Northwestern Mutual Denver, CO

January 2018- November 2019

Self-Employed Financial Representative \$80,000 a year

- Worked with physicians and residents with a unique planning practice, focusing on a plan that outlines the individual's vision, values, and goals.
- Built a Fast pace book of business and relationships with my clients
- Spoke at different events on Financial planning and security
- Exclusive access to financial products such as Life and Health Insurance, Disability income insurance, Long-Term Care insurance, and Investment Products.
- Educated on options to retirement planning, estate planning, business planning, budgeting, and visions and goal planning.

Northwestern Mutual Denver, CO

June 2017- December 2017

Top Ten Internship

College Financial Representative \$15,000

- As an intern, I strive to understand my clients goals and visions to uncover financial solutions to put them on a path to achieve their financial objectives.
- Helped clients to achieve and maintain financial security by providing financial advice and matching solutions with clients needs and goals.
- Developed rapport with clients and foster long-term relationships

- Very knowledgeable about Northwestern Mutual financial products and financial market trends.
- Built and maintained client bases, kept current client financial plans up-to-date and build a portfolio of new clients on an ongoing basis
- Provided dedicated and focused client experiences
- Received the Top Ten Intern Award.

United States Army Ft. Carson, CO

November 2016- December 2017

Evans Army Hospital

Supply Specialist 40 Hours/ \$18 hour

- I have knowledge of standardized supply regulations to perform routine technical support duties related to maintaining property accounts and records, completing individual transactions.
- Provide customer assistance, screening reference files, conducting data searches, and distribute output files.
- Performs assignments without specific instructions.
- Use knowledge of standardized supply regulations to conduct routine physical inventories.
- Perform audits of records
- Compiles information needed to determine capability and reliability of supply sources to comply with customers' expectations.
- Knowledge of general office administrative and clerical procedures
- Knowledge of supply regulations, policies, procedures, techniques, and methods.
- Knowledge of requirements and procedures for maintaining files of supply documents
- Prepare supply documents, compile and organize supply data.
- Established an organized and functional system to properly maintain all personal records of employees assigned to the agency.
- Utilized Microsoft Word, Excel, Power Point and Outlook to provide accurate reports of government equipment traffic to higher ranking leadership.
- Ordered and issued out \$270,000 worth of supplies reducing the overall value of shortages.

Pueblo Chemical Depot

June 2014- November 2016

Pueblo, Colorado United States

Toxic Material Handler 40 Hours/ \$19 hour

- Performed site leader/safety duties which include coordinating with Monitoring Systems Operator to ensure results are below reportable limit.
- Safety man duties include weather technique pertaining to wind speed, gust, temperature, and direction.
- Conducted training for employees in every area of job requirements.
- Have developed and implemented some of the training programs.
- Explained and supervised augmenters in chemical operations.
- Able to change air monitoring lines, so monitors can gather and consolidate data for air monitoring instruments and equipment.
- Performed and trained with Monitoring Operators to properly conduct quadrant monitoring of personal with possible chemical results.

- Ensures air monitoring lines are connected in movement operations, to load and unload liquid petroleum, chemical or other products into moving ammunition vehicles.
- Proficient in inspecting ammunition and conducting leak inspection test with chemical detector paper (M8) and monitoring lines.
- Instructs classes on levels of dress, canning rounds, hot-line procedures, masking procedures, and site entry sheets.
- Acted as site lead/safety during Chemical Accident/Incident Response Augmentation (CAIRA) exercises.
- Reviewed standard operational procedures (SOP) and facilitated in implementing proper procedures.
- Qualified operator moving ammunition vehicle (MAV).
- Operates a variety of forklifts pertaining to loading and unloading chemical ammunitions. Performs test on CFM gages to ensure proper air flow.
- Perform inspections of blocking and bracing on chemical ammunition, transports, monitoring, and physical handling activities involved in movement operations.

United States Army Ft. Carson, CO.
Supply Technician (92Y) 70(+) Hours

January 2013- March 2014

- Experience using DOD logistics data, supply manuals, warehousing, safety management, and inventory management regulations.
- Performed various logistic duties involving requisitioning, document control, and standard stock, control of rejected materials, equipment reconciliation, and inventory management duties.
- Prepared supply records and forms, inventoried control listings and budget.
- Used supply catalogs in requisitioning and distributing supplies
- Prepared documents for turn-in of supplies and equipment
- Kept administrative files and accountability records for storage operations.
- Proficiency in typing 40 WPM
- Conducts extensive searches for information pertaining to complex and/or unusual supply transactions and patterns.
- Provide supply support for production, overhaul, repair, or other operations for equipment and/or parts requiring special handling.
- Determines stock levels needed for non-recurring, specialized items based on usage, inventory, project demands, seasonal demands, changing customer needs, and projected depletion.

- Prepares recurring and special reports; performs administrative office support functions and maintains cooperative working relationships with team members, related functions, and operating officials.
- Uses multiple office automation software (Microsoft office, PowerPoint, Excel) with varied functions to produce a wide range of documents that often require complex formats, such as graphics or tables within text, editing and reformatting electronic drafts, and updating or revising existing databases or spreadsheets.
- Maintained calendar of meetings and appointments for immediate supervisor. Planned weekly and monthly work schedules and sequence of operations for subordinates.
- Discusses changes in mission with management officials, submitted budget estimates and initiates supply actions on the basis of approved forecast of needs.
- Performed a variety of tasks in support of budget, cost analysis, and financial analysis studies and projects to develop analytical, judgment, procedural and technical skills.
- Performed a variety of tasks to support budget formulation.
- Performed basic tasks involving budget execution.
- Performed tasks in support of cost analyses.
- Participate in the preparation of a variety of management reports covering the status of funds, expenses, obligations, and projecting use of available resources.
- Exercises a comprehensive knowledge of appropriate logistic regulations and unique characteristics of material and financial accountability to develop local policies, procedures and techniques to expedite operation and increase effectiveness.
- Collected and processed documents from lower level organizations to aide in balancing property worth over \$35 million.
- Assisted senior leadership in policy enforcement and conflict resolution regarding administrative operational procedures.

United States Army Ft. Carson, CO

January 2011- March 2014

Motor Transport Operator (88M) 70(+) Hours

- Operated all wheel vehicles and equipment over varied terrain and roadways.
- Managed load, unload, and safety of personnel being transported.
- Oversee and check proper loading and unloading of cargo on vehicles and trailers.
- Employ convoy defense techniques.
- Identify, correct or report all vehicle deficiencies.
- Prepare vehicle for movement/shipment by air, rail or vessel.
- Operated in night mission of transporting Cargo and Personnel in deployment and overseas operation.

United States Army Ft. Carson, CO.

June 2010- December 2012

Petroleum Supply Specialist (92F) 70(+) Hours

- Refueled helicopters, and coordinated fuel reports testing information to headquarters
- Establish fuel supply lines in accordance with operations orders

- Set up refueling points in designated areas according to mission directives, ensure proper safety standards are understood and adhered to.
- Maintain unit personnel training records.
- Conduct periodic sensitive items and equipment inventory, conduct preventive maintenance checks and services on vehicles
- Established and maintained fuel supply lines and tank farms, delivered fuel to designated refueling points
- Approved hazmat certification for things coming and leaving the company
- Hazmat certify products leaving and arriving into the company
- Maintained petroleum products
- The ability of movement and storage of hazardous materials and the processes involved in the operations, maintenance and safe storage of toxic materials.
- The responsibility of inspecting, transporting, monitoring, and physical handling activities involved in the receipt, storage, reconditioning, transfer, issue, and preparation of bombs, projectiles, rockets, drums, and tanks filled with toxic chemicals and/or hazardous waste material
- Uses automated financial management system(s) and computer-generated products in accomplishing financial management assignments.
- Perform decontamination of various toxic chemical agents, which may have spilled or are leaking from toxic munitions.
- Performed Motor Transportation cv operations (88M), qualified and held a license to operate all motor vehicles in the United States Army.

Additional Training

- Technical Transport of Hazardous Materials Course - July 2012
- Resilience Training - January 2011
- Environmental Protection Officer Training - August 2012
- Fuel Handler Course - September 2012
- Unit Armorer Course – August 2012
- CLS (combat life saver) - March 2011
- UMO(unit movement/ Transportation officer) - August 2012
- Fork lift license
- Chemical Level of Dress
- Life and Health License for Colorado – June 2017
- Long Term Care License for Colorado- June 2017
- Physician Financial Management, Advanced Education Series M1-M4 Certified – July 2019

Education

Regis University, Denver, CO (BA)

UMUC University of Maryland University College, Camp Casey Korea

High School diploma Stockbridge High, Stockbridge GA

Additional Information:

As a former military member I am familiar with creating authorizations (TDY travel orders), preparing reservations, receiving approvals, and generating travel vouchers using the automated Defense Travel System (DTS) and familiarity with DCPDS (MyBiz). I possess the ability to perform basic time and attendance functions in ATAPs, and understanding of local Policies and Regulations relating to such. I am familiar with Transportation logistics.



COUNCIL WORK SESSION MEETING SUMMARY MINUTES

July 29, 2025 6:00 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

Vacant – City Manager
Vanessa Holiday – City Clerk
Frank Milazi - City Treasurer
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.

The meeting was called to order by Mayor Ford at 6:03 p.m.

Invocation by: Mr. Charles Marshall

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.

Motion to adopt the Agenda was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

PUBLIC COMMENTS

Mr. Paul Turner made comments regarding the accountability of the \$32 million-dollar 2024 budget amendment and asked for action from the city; referenced the 2022 and 2023 budget expenditures; commented on Councilmember Barber's request for records and noted she is the only member of the governing body who has not been appointed to any board or committee; and referenced additional amphitheater construction expenditures.

Ms. Marion Calhoun expressed concerns about the FY2024 \$32 million dollar budget amendment; questioned transparency of the FY2025 budget and formatting changes, specifically relating to ARPA and SPLOST accounts; and looks forward to participating in the FY2026 Budget process.

Ms. Anika Potts, Main Street Advisory Board Member, requested funding for the Alleyway Project, noting the request was initially made in 2019, along with making improvements to elevate the city's downtown district.

Mr. Willie Hopkins, Main Street Advisory Board Chair, noted the Board is committed to promoting entrepreneurship downtown, and promotes successful initiatives, such as the Tiny Tent events, and appreciates the city's ongoing support; and requested approval of the Alleyway Project.

Motion to amend the Agenda to add the Main Street Advisory Board Discussion of the Alleyway Project was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0

REVIEW OF THE MINUTES

1. Review of the July 15, 2025 Council Meeting Minutes
No Action Taken

DISCUSSION

Main Street Advisory Board – Alleyway Project

Presented by: Willie Hopkins, MSAB Chair and Gerald Sanders, Economic Development Director and Lisa Fareed, Main Street/Downtown Manager
Mr. Hopkins noted there are vital needs in the downtown district to include updates to the city's Open Container Ordinance, adding a Private Event Policy, and Reinforcing the Arts. Mr. Hopkins noted the Main Street Advisory Board is genuinely exciting and committed and is the hardest working Board in the city.

Mayor Pro Tem Gantt noted the City Council supports the development of the downtown district and had an understanding that the Alleyway Project had been approved and funded, noting the prior Main Street Manager placed a hold on the project noting there were some items that needed to be resolved.

Mr. Sanders thanked the City Council for their support of the Board and asked for clarification of the funding source to complete the Alleyway Project.

Mayor Pro Tem Gantt recommended the City Council hold a joint meeting with Main Street.

Councilmember Alexander stated the project needs to advance noting the funds are available in SPLOST V and SPLOST VI, asking the City Treasurer to confirm.

Mr. Milazi stated he would review the accounts and respond accordingly.

Mr. Edmondson, the city's future City Manager, stated that under his administration no project will be presented to the Council without a clear understanding of the funding source.

Ms. Fareed thanked the Main Street Advisory Board for their commitment to the Alleyway Project that was introduced in 2019, with an approved Resolution in 2020; noting she had been advised by the former City Manager that the funding for the project was no longer available.

Ms. Fareed noted the Alleyway Project has been included in the Main Street Action Plan, and has been advised that the City Council ranked downtown development as the #3 priority project at the Winter Retreat; however there remains no identified funding source for the project; noted there has been increased activity in the downtown district, and the City Council needs to re-evaluate the codes and ordinances, and noted there are concerns from business owners regarding the lack of enforcement of laws currently on the books, and parking issues.

Mayor Pro Tem Gantt noted that downtown parking is a premium everywhere and referenced downtown Griffin having the same issue.

Councilmember Barber noted her support of the Alleyway Project, and that the Downtown District is in District 4, and asked that any and all issues and or concerns be brought to her attention as the District Representative, and she will discuss with city staff and the City Manager; and asked that the Shipping Container Initiative for the downtown be reconsidered to increase foot traffic in the downtown area, especially during the concert seasons; and requested all city boards be included in the Council Retreats so that the boards are not working in silos, and where everyone is on the same page to review the priorities of the city.

Mr. Edmondson stated he needs to review the city's Comprehensive Plan and Master Plan to plan for strategic and smart growth.

Councilmember Berry offered his full support to Mr. Edmondson and his requests.

Councilmember Alexander stated the City Council ranked the priorities, and that staff needs to execute the plan; and noted that over 700 parking spaces are available in the downtown area, and similar to other venues in the downtown, there may be walking involved; noted a trade-off agreement with Norfolk Southern and expressed of the city's approved RSVP Plan.

Mr. Hopkins noted his membership on the Main Street Advisory Board for 5 ½ years and recommended the City Council appoint Councilmember Barber as the Board Liaison.

Councilmember Barber stated she accepts the recommendation made by Mr. Hopkins.

PRESENTATION

2. CITY MANAGER'S REPORT 2ND QUARTER 2025 - Includes: Reports from Finance, Clerk's Office, Governing Body Administration, Information Technology, Human Resources, Public Works, Community Development, Economic Development, Events, Municipal Court, Police Department, Citywide Development Authority and Youth Council.
Mayor Ford gave an overview of the Department and Board/Committee Reports, noting the department reports are available online.
3. Economic Development Presentation – SSD (Special Services District)
Presented by: Gerald Sanders, Economic Development Director, and John Ernst of Ernst Legal Group.
Mr. Sanders noted the SSD was approved by Ordinance in October 2024 and introduced Mr. John Ernst to proceed with the presentation.

Mr. Ernst noted he worked with the previous City Manager to create the SSD, a new funding tool for the city, noting grants are becoming harder to obtain, and this tool will become a funding mechanism for the city.

Mr. Ernst referenced the CID (Community Improvement District) that was also proposed to the city, noting the CID is controlled by the business owners, not the city, and the City Council would need to decide which would be the priority project, noting the SSD can be done in layers, unlike a CID, and with the SSD the city chooses the properties, and does not recommend a CID and SSD at the same time, noting there are two different services.

Mayor Ford stated the city would not want to overtax business owners.

Councilmember Barber asked Mr. Edmondson if he has had an opportunity to review the SSD.

Mr. Edmondson confirmed that he has reviewed the SSD, and recommends approval, noting the SSD was approved by the City Council in October, however, the map needs to be approved to complete the file.

OLD BUSINESS

4. Council Consideration to approve the SSD (Special Services District) map.
Presented by: Gerald Sanders, Economic Development Director
Motion to approve was made by Councilmember Barber; seconded by Mayor Pro Tem Gantt. The motion passed unanimously 4-0.

NEW BUSINESS

5. Council Consideration to fill a vacancy and appoint a member to the Main Street Advisory Board and fill the remainder of the term.
Presented by: Megan McCulloch, Associate Attorney
Associate attorney noted the Main Street Advisory Board has received an application from Mr. Jaylan Holman to fill a vacancy on the Board; and noted the background was satisfied, one application, and the Board and Economic Development Staff recommend approval.

Motion to appoint Jaylan Holman to fill an unexpired term on the Main Street Advisory Board through December 31, 2027 was made by Councilmember Alexander; seconded by Councilmember Berry. The motion passed unanimously 4-0.

6. TEXT AMENDMENT CASE #TX-2025-01 (Council District 4. FIRST 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
Councilmember Alexander asked what prompted the Text Amendment.

Mr. Anderson stated that the amendment would be needed in order to facilitate the proposed 3-acre project across from City Hall and is being brought forward by Community Development.

Mayor Pro Tem Gantt exited the meeting at 7:24 p.m.

Mr. Anderson noted the city's United Development Code (UDC) was approved in March 2022, and this request is the 5th Text Amendment during his tenure, and noted the PMU was recently amended to allow for certain uses with a Special Use Permit to give the Council more discretion of developments that come to the city.

Mr. Anderson presented the Map, and the Purpose of the Downtown Village Overlay District, along with the regulations; noting there are current conflicts that need to be addressed with this text amendment.

Mr. Anderson presented the Permitted Uses, Special Uses, and Temporary Uses in the Downtown Overlay District; and presented the Prohibited Uses in the Downtown Overlay District.

Mr. Anderson presented the Proposed Changes in the Text Amendment noting the proposes changes would add certain uses to the list of "Special Uses" requiring a Special Use Permit; and removing certain uses from the list of Prohibited Uses and allow them to now be Permitted Uses, provided that certain requirements are met.

Mr. Anderson reviewed the reason for the Proposed Changes are due to interested businesses locating in the Downtown Overlay District, but are not currently allowed, and the proposed action is to remove and replace Section 2.5.3(E) and Section 2.5.3(F).

Councilmember Barber noted she does not support Staff Administrative Approval and requested (h) to be removed.

Mr. Anderson confirmed.

Councilmember Alexander stated that all the city's current distance requirement prohibitions need to remain in place, and recommended the city update the Sign Ordinance using the Amphitheater signage as a template.

Mr. Anderson confirmed, and noted an RFP was being prepared for a UDC Update, not a full re-write, and would work on the Sign Ordinance as well; and noted the City Council will vote on this Text Amendment following the Second Reading at the August 11, 2025 meeting.

7. TEXT AMENDMENT CASE #TX-2025-02. (Citywide.) FIRST READING
Council consideration of a text amendment for Personal Care Homes to replace Sections 3.2.28 and 3.2.29 in Chapter 3 of the Stockbridge Unified Development Code (UDC) to create a new section to combine, revise, and augment the provisions, standards, licensing, regulations, and oversight for Personal Care Homes; to amend Chapter 9.70 within Title 9 of the Stockbridge Code of Ordinances to add a new section which allows for the provisions, standards, licensing, regulation, and oversight of Personal Care Homes (as are distinguished from day care centers, family day care centers, and group day care homes) within the City of Stockbridge; 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. Currently, the City of Stockbridge has no mechanism for licensing and regulating Personal Care Homes.

Presented by: Ryan Anderson, Community Development Director

Mr. Anderson noted the Business License Department is governed by two documents: The Unified Development Code and the Code of Ordinances, and that there is currently conflict with regard to Personal Care Homes whereas the UDC allows; however, the Code of Ordinances does not allow the Business License Department to issue the Business License.

Mr. Anderson noted the Text Amendment request is to amend the Code of Ordinances to establish Supplemental Use Standards for Personal Care Homes for one to six adults; to identify Zoning Districts where such uses are permitted by Special Use Permit; and to establish Compliance, Operational, and Development Standards; and for other purposes; and asked the City Council to approve the request to remove the conflict.

Councilmember Alexander noted his support of the newly opened business A New Well located on Rock Quarry Rd., noting the business is a stand-alone facility, and is not located in a residential area.

Mr. Anderson reviewed the Regulations for Personal Care Homes, and noted the city's Code needs to be corrected; and stated that per State law, the last adopted code, the UDC that was adopted in 2022 prevails; and also stated that a Special Use Permit would still be required and approved by the City Council.

Councilmember Barber offered her support of the request and asked if there was a distance requirement.

Mr. Anderson stated the Distance Requirement will be recommended at 4,500 feet; and noted the State Law has stringent requirements, and the City will also require flock cameras for security, and that the location be on a minimum of one acre.

Councilmember Berry asked about the difference/conflict in the Code.

Mr. Anderson attributed the difference to Scribner's Error, an oversight when the UDC was updated in 2022.

Councilmember Alexander questioned placing a commercial business within a residential neighborhood.

Mr. Anderson noted daycare centers are allowed in subdivisions; however, Personal Care Homes must be single-family detached homes that are not located in a subdivision and reiterated that the request will still require a Special Use Permit approved by the City Council.

Councilmember Barber noted District 4 received the largest number of new residents when the city annexed more than 6,000 residents, and that the applicant purchased the home prior to the annexation when the property was located in unincorporated Henry County and has been waiting for the City to bring the matter to the City Council for more than a year.

Mr. Anderson noted this request is the First Reading, and that the item will be presented to the City Council for the Second Reading during the August 11th meeting for a vote.

8. CITY OF STOCKBRIDGE SHORT-TERM WORK PROGRAM / CAPITAL IMPROVEMENT ELEMENT (STWP/CIE) FOR 2026-2030. (Citywide.) Council Consideration to authorize Mayor Ford's signature on a letter to transmit the City of Stockbridge 2026-2030 STWP/CIE (Short-Term Work Program/Capital Improvement Element) to the Atlanta Regional Commission (ARC).

Presented by: Ryan Anderson, Community Development Director

Mr. Anderson noted the Short-Term Work Program/Capital Improvement Element (STWP/CIE) for 2026-2030 is the city's Wish List of projects of approximately \$89 million dollars, and includes proposed funding sources, and completed projects. Mr. Anderson noted the first step each year is to

submit an updated Transmittal Letter to the DCA (Department of /community Affairs) signed by the Mayor and Resolution. The DCA will provide feedback, and staff will adjust/amend the report based on recommendations from the DCA and submit the updated report to the City Council for approval.

Councilmember Alexander referenced the \$10 million dollars allocated for the Community Center, and noted the project was ranked #1 on the priority list of projects by the City Council during the Retreat earlier this year.

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

9. Council consideration for approving a forfeited vehicle to be added to the Police Department fleet in order to enhance police operations.
Presented by: Richard Godfrey, Assistant Police Chief
Asst. Chief Godfrey noted the city's Police Department is in receipt of a forfeited vehicle and is requesting to add the vehicle to the fleet for covert operations.

Motion to approve was made by Councilmember Barber; seconded by Councilmember Berry. The motion passed unanimously 3-0.

10. Council consideration to approve an emergency procurement exception increasing the Stockbridge Police Department's FY2025 spending authority with Legacy Ford to an amount not to exceed \$95,000. This authorization is necessary to cover \$22,955.69 in outstanding invoices and \$21,000 in projected vehicle maintenance costs over the next 60 days while a competitive Request for Proposals (RFP) is finalized.
Presented by: Frank Trammer, Police Chief
Chief Trammer noted the city's Procurement Code Motion caps at \$50,000 and the city's Police Department maintenance averages approximately \$10,500 per month utilizing Legacy Ford for repairs and maintenance; and noted the Police Department and Public Works Department is working with Procurement to create a citywide RFP for Fleet Services.

Councilmember Berry noted the approval would extend the services for 60 days.

Mr. Milazi noted the city's Public Works Department is working on bringing Fleet Services in-house, citywide, noting the full operations may not be in full effect until mid-year 2026.

Motion to approve a 60-day extension for fleet maintenance services, and to prepare a citywide Fleet Maintenance RFP was made by Councilmember Berry; seconded by Councilmember Barber. The motion passed unanimously 3-0.

COMING 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.

- Youth Council Meeting, Monday, August 4th at 6:30 p.m. – City Hall Levi Room
- 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. (Aug 7)
- 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)
- The first Millage Rate Public Hearing previously set for Monday, August 4th has been rescheduled for Monday, August 11th at 10:00 a.m. and the Second Millage Rate Public Hearing will also take place on August 4th at 6:30 p.m.– City Hall Council Chamber (Aug 11)
- The City Council Meeting held on the second Monday of each month will convene at a special time of 7:00 p.m. following the Millage Rate Public Hearing – City Hall Council Chamber (Aug 11)
- 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)
- 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)
- City Council Work Session – Meeting is 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 Mayor Pro Tem Gantt for FREE Line Dance Class on Wednesday, July 30th from 6pm – 8pm at the Merle Manders Conference Center. Bring your own fan!
- 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 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 www.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 Lyfe, Jordan Knight, Yolanda Adams, Chante Moore, Morris Day & Jerome Benton, Cherrelle, and Ann Nesby
- Saturday, September 13th – For Lovers & Friends featuring Tank with special guest Lyfe Jennings, and Ginuwine
- 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 20th – Do the Reggae Tour 2025 featuring Ziggy Marley and Burning Spear

MAYOR'S COMMENTS

Mayor Ford noted the city has opened a Cooling Station at the Merle Manders Conference Center on Tuesday, July 29th, Wednesday, July 30th and Thursday, July 31st from 7am – 5pm offering free water and ice to relief those residents in need from the heat; noted Henry County Schools begin Thursday, July 31st and to be careful of the students.

Motion to convene Executive Session for Personnel, Real Estate, Litigation and Cybersecurity was made by Councilmember Berry; seconded by Councilmember Barber. The motion passed unanimously 3-0.

Motion to adjourn Executive Session and sign an Affidavit with no action was made by Councilmember Berry; seconded by Councilmember Alexander. The motion passed unanimously 3-0.

The meeting adjourned at 9:30 p.m.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



CITY OF STOCKBRIDGE

UNAUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDING AUGUST 31, 2025

PRESENTED BY

FRANK S. MILAZI

CITY TREASURER/CFO

**STATEMENT OF
REVENUES FOR
ALL FUNDS**

**AS OF AUGUST 31,
2025
UNAUDITED**

REVENUE	2025 BUDGET	YTD REV
GENERAL FUND	29,239,311.00	14,299,090.96
PROPERTY AND EVIDENCE	0.00	9,018.00
REDSPEED FUND	1,577,000.00	515,284.25
ARPA - LOCAL FISCAL FUNDING	0.00	0.00
GRANTS FUND	1,740,815.00	877,941.19
HOTEL/MOTEL TAX	425,000.00	773,504.03
SPLOST V FUND	6,604,596.00	3,182,978.61
SPLOST VI	0.00	1,862,685.39
TSPLOST I	5,628,801.00	4,821,357.38
SPLOST III FUND	0.00	226.42
SPLOST IV FUND	0.00	266.61
URA	2,269,053.00	0.00
DOWNTOWN DEVELOPMENT AUTHORITY	0.00	0.00
CITYWIDE DEVELOPMENT AUTHORITY	0.00	0.00
PUBLIC FACILITY AUTHORITY	0.00	0.00
IMPACT FEES FUND	0.00	379,526.60
CEMETERY FUND	10,000.00	400.00
WATER AND SEWER	4,437,745.00	3,194,615.29
STORM WATER	1,096,732.00	74,292.20
SANITATION SOLID WASTE	3,094,600.00	168,432.25
MERLE MANDERS CONFERENCE CENTER	768,912.00	137,949.50
AMPHITHEATER	2,600,000.00	1,057,637.42
TOTAL REVENUES	59,492,565.00	31,355,206.10
		2

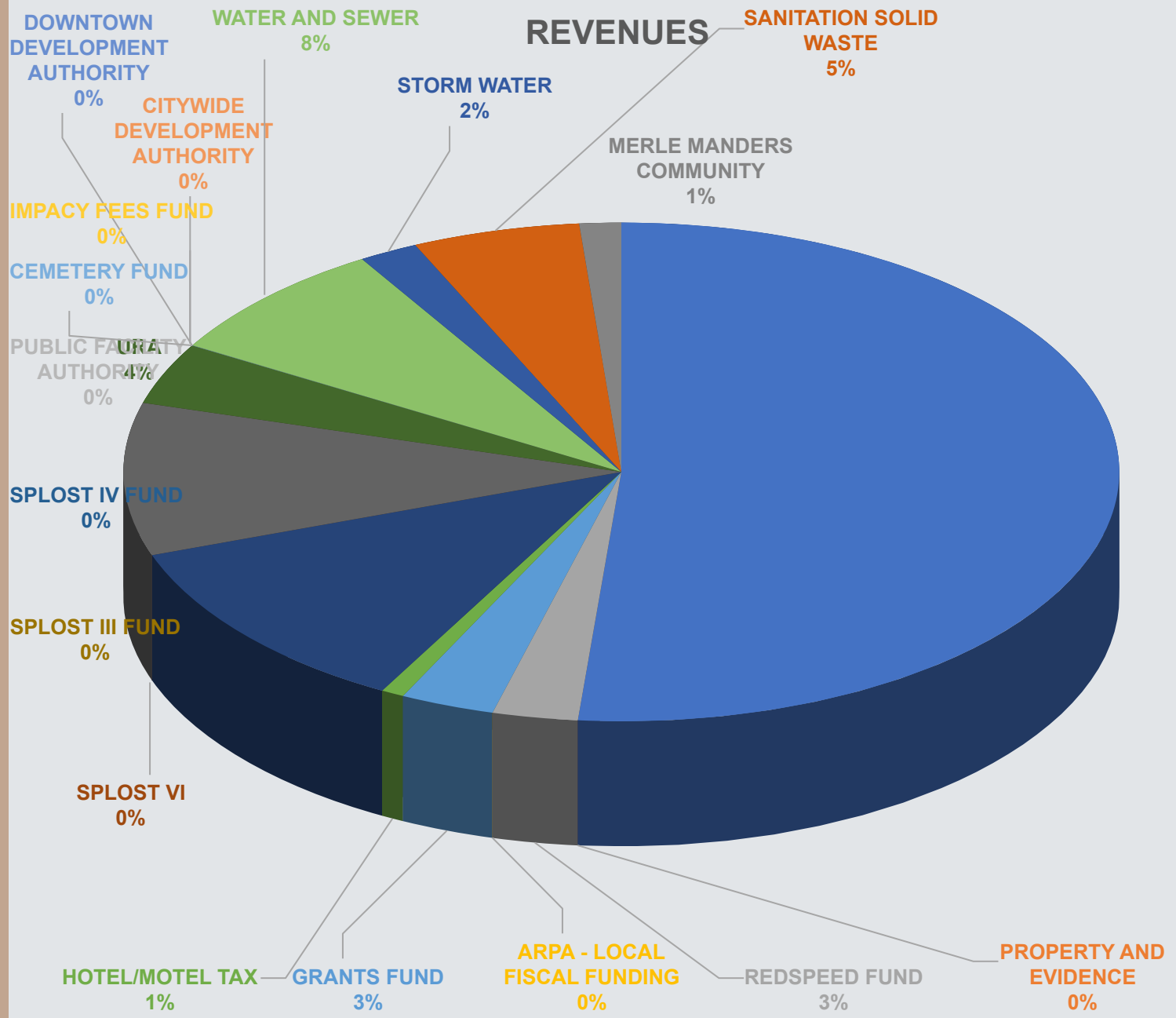
**STATEMENT OF
EXPENDITURES FOR
ALL FUNDS**

**AS OF AUGUST 31,
2025 UNAUDITED**

EXPENDITURES	2025 BUDGET	YTD Expenditures
GENERAL FUND	29,290,311.07	14,522,151.35
PROPERTY AND EVIDENCE	0.00	79,080.00
REDSPEED	1,577,000.00	319,151.60
ARPA - LOCAL FISCAL FUNDING	0.00	312,231.64
GRANTS FUND	1,740,815.00	1,677,024.23
HOTEL/MOTEL TAX	425,000.00	258,635.36
SPLOST V FUND	6,604,896.00	1,497,346.91
SPLOST VI	0.00	608,115.62
TSPLOST I	5,628,801.00	1,204,211.73
SPLOST III FUND	0.00	618,226.42
SPLOST IV FUND	0.00	266.61
URBAN REDEVELOPMENT AGENCY (URA)	2,269,053.00	1,055,033.00
CITYWIDE PROJECTS	0.00	0.00
DOWNTOWN DEVELOPMENT	45,000.00	0.00
CITYWIDE DEVELOPMENT AUTHORITY	45,000.00	0.00
PUBLIC FACILITY AUTHORITY	4,050,001.00	2,945,514.85
CEMETERY FUND	10,000.00	53.04
WATER AND SEWER	4,437,745.00	3,348,754.11
STORM WATER	1,096,732.00	559,095.03
SANITATION	3,094,600.00	1,604,418.31
MERLE MANDERS CONFERENCE CENTER	768,912.00	441,446.36
AMPHITHEATER	2,600,000.00	3,664,364.90
TOTAL EXPENDITURES	63,683,866.07	34,715,121.07

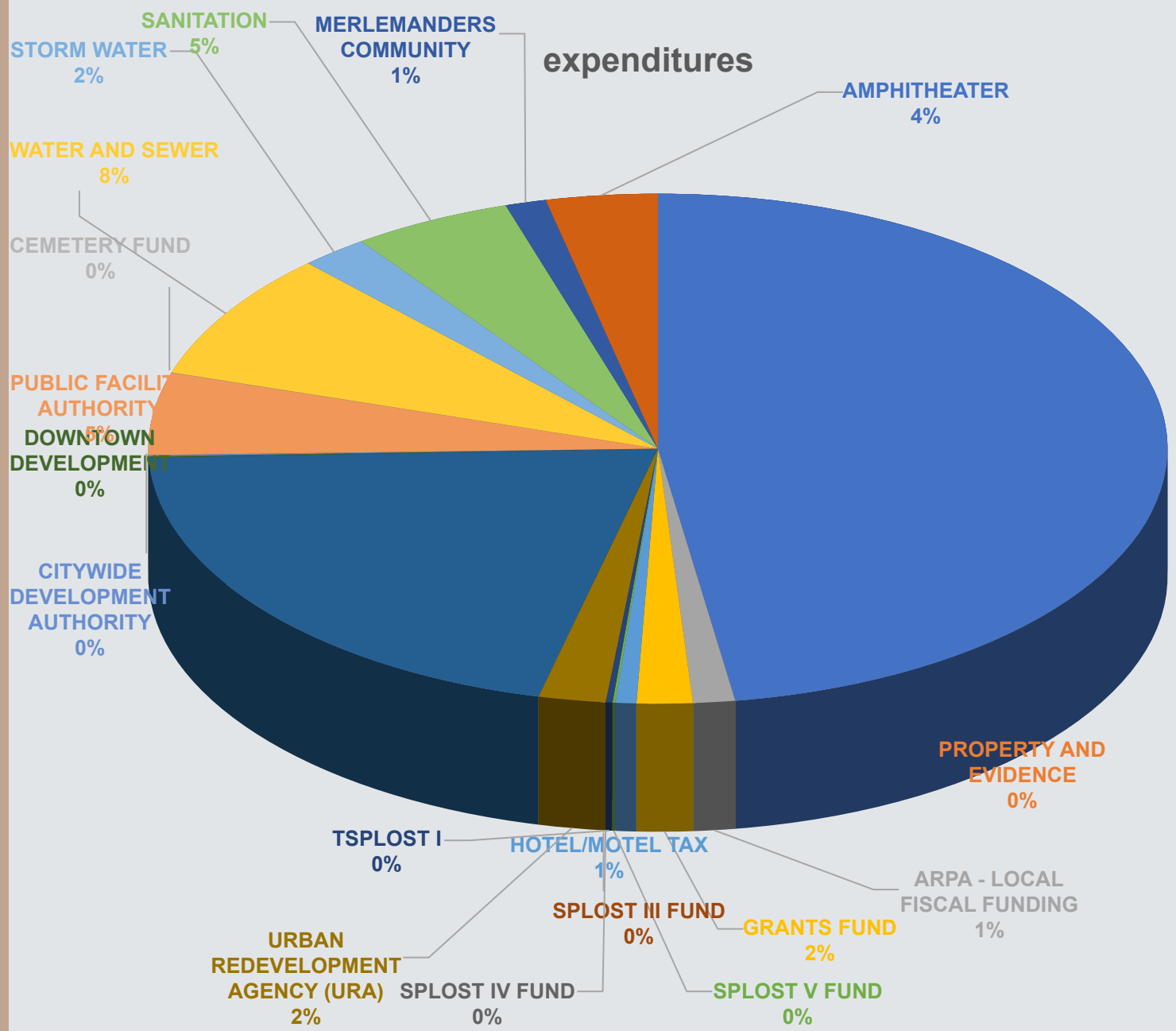
**STATEMENT OF
REVENUES FOR
ALL FUNDS
IN A
PIE CHART**

**AS OF AUGUST
31, 2025
UNAUDITED**



**STATEMENT OF
EXPENDITURES
FOR
ALL FUNDS
IN A PIE CHART

AS OF AUGUST
31, 2025
UNAUDITED**



**FINANCIAL
REVIEW YTD
AS OF
AUGUST 31,
2025
UNAUDITED**

General Fund and Other Funds Financial Highlight

The City of Stockbridge General Fund concluded its 8th month of the 2025 fiscal year as of August 31, 2025, operations with **\$14,299,090.96** in revenues which is 49% of the budgeted amount.

General Fund revenues were estimated to bring in **\$29,239,311** for the year but collected **\$14,299,090.96** at the end of August 2025.

On the other hand, **\$14,522,151.35** expenses were incurred, representing 50% of the budgeted amount during the same time.

Budget amendment will be needed before the end of October 2025 to address and eliminate unbudgeted spending that does not have Council approval. Budget amendment will also address the need to have General Fund remain in balance at all the time. Unbudgeted transfers from General Fund to other Funds will not take place until means of repayments have been established and will be approved by Council.

Unbudgeted spending and transfers from General Fund to other Funds reduce unassigned Fund balance that is critical in unforeseen times of revenue shortfalls and during emergency period to sustain operations.

**FINANCIAL
REVIEW YTD
AS OF
AUGUST 31,
2025
UNAUDITED**

General Fund and Other Funds Financial Highlight

The City of Stockbridge Amphitheater at the Bridge, had budgeted to receive **\$2,600,000** revenues in fiscal year 2025. Instead, **\$1,057,637.10** has been received by end of August 2025, representing 41% of the budgeted amount.

\$2,600,000 was budgeted for corresponding expenses, but instead, **\$3,664,364.90** was spent by the end of August 2025. All the unbudgeted spending above the revenues will be transferred from the General Fund to make up for the revenue shortfall in the Amphitheater Enterprise Fund.

Grant Fund was estimated to bring in **\$1,740,815** for fiscal year 2025. by end of August, **\$1,677,024.23** has been received representing 96% of the budgeted amount. These revenues are reimbursements that were held up for not being compliant but were released to the city after meeting all compliant requirements with various Funding Agencies. These reimbursement receipts will be transferred to General Fund.

GENERAL
FINANCIAL
REVIEW YTD
AS OF
AUGUST 31,
2025

General Overview

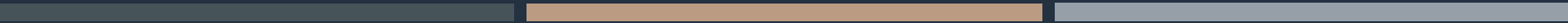
Hotel/Motel underestimated the revenue projection to **\$425,000** but has collected **\$773,504.19 by end of August**, a good sign of tourism growth in the City. Another positive sign of business growth is the **\$379,526.60** impact fees collected against the non budgeted amount.

Water and Sewer, Storm Water and Sanitation are under performing in bringing in revenues to cover estimated expenses. Sanitation's revenues are billed through taxes but will still receive below estimated amount. Revenue and expenditure review is required to make sure that estimated expenditures have corresponding revenues to cover expenditures.

Downtown Development Authority and Citywide Development Authority will have expenditure allocations only in the budget going forward.

Citywide Projects under SPLOST and TSPLOST funding ought to be monitored as they are not included in the original budget as was the case in 2024 fiscal year. Adjustments through budget amendment will be implemented to avoid unbudgeted spending going forward. Starting with October budget amendment going forward, all funds will be balanced including capital spending.

The City is in good financial status to meet all its obligations and plan for growth in all aspects in line with short- and long-term goals and Governing Body's priorities. Financial Policies and Procedures adopted by the Governing Body, will be critical in addressing the fiscal health of the City.



THANKS