



CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA 3120 Stonecrest Blvd., Stonecrest, GA 30038 Tuesday, December 27, 2022 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

- I. CALL TO ORDER:** George Turner, Mayor Pro-Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. APPROVAL OF THE AGENDA**
- VI. REVIEW AND APPROVAL OF MINUTES**
 - a.** Approval - of October 10, 2022 Special Called Meeting Minutes
 - b.** Approval - of October 24, 2022 City Council Meeting Minutes
 - c.** Approval - of November 7, 2022 Special Called Meeting Minutes
 - d.** Approval - of November 14, 2022 Special Called Meeting Minutes
 - e.** Approval - of November 28, 2022 City Council Meeting Minutes
- VII. PUBLIC COMMENTS**

Citizens wishing to make a public comment may do so in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council.

There is a two (2) minute time limit for each speaker submitting or reading a public comment. Individuals will be held to established time limits.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case..

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

IX. CONSENT AGENDA

- a.** For Decision - Bike, Pedestrian, and Path Study Recommendation - *Gia Scruggs*
- b.** For Decision - Economic Development Plan Recommendation - *Gia Scruggs*
- c.** For Decision - Public Works Study Recommendation - *Gia Scruggs*
- d.** For Decision - Leisure Services Equipment Recommendation - *Gia Scruggs*
- e.** For Decision - ARPA Shade Structure Recommendation - *Gia Scruggs*

X. APPOINTMENTS

- a.** Appointment to URA - *Alecia Washington*

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

XIII. NEW BUSINESS

- a.** For Decision - Film Permit Text Amendment, 1st Read - *William Smith*
- b.** For Decision - Summaries from Committees - *Mayor Pro Tem George Turner*
- c.** For Decision - City Hall Hours & Council Chamber Capacity - *Gia Scruggs*
- d.** For Decision - SDP-22-000015 The Enclave at Arabia Mountain - *Ray White*

XIV. CITY MANAGER UPDATE

XV. MAYOR AND COUNCIL COMMENTS

XVI. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

XVII. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, October 10, 2022 at 6:30 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

District 3 - Vacant Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting began at 6:35pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members present.

III. AGENDA ITEMS

a. For Decision - Financial Services Agreement - Gia Scruggs

Gia Scruggs, Finance Director gave an overview and presentation.

Motion - made by Councilmember Rob Turner to approve the Financial Services Agreement. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

b. For Decision - FY21 External Audit Engagement Letter - Gia Scruggs

Gia Scruggs, Finance Director, gave a presentation. She stated that this is the last year under contract with Mauldin and Jenkins and there is an aggressive timeline with a deadline of 12/31/22 to conclude all audit work. Mayor Cobble offered clarification on the extension request and explained that we have exhausted all requests for an extension.

Motion- made by Councilmember Rob Turner to approve the External Audit Engagement Letter. Councilmember Tara Graves seconded.

Motion passed unanimously.

Gia Scruggs stated that it is high priority to secure an auditor for FY2022.

c. For Decision - Purchasing Card Policy Amendment 2nd Read - Gia Scruggs

Gia Scruggs, Finance Director, gave a presentation.

City Clerk Sonya Isom read the Ordinance preamble.

Motion - made by Councilmember Tammy Grimes to accept the 2nd read of the Purchasing Policy Amendment. Councilmember Rob Turner seconded.

Motion passed unanimously.

There was clarification on the motion because the word "Card" was left out. Winston Denmark, City Attorney stated that the cleanest way to correct this would be to take the vote again. Councilmember Tammy Grimes restated her motion with the correction.

Motion – made by Councilmember Tammy Grimes to accept the 2nd read of the Purchasing Card Policy Amendment. Councilmember Rob Turner seconded.

Motion passed unanimously.

d. For Decision - Purchasing Policy Amendment 2nd Read - Gia Scruggs

Gia Scruggs, Finance Director, gave a presentation.

City Clerk Sonya Isom read the Ordinance preamble.

Motion – made by Councilmember Tara Graves to approve the 2nd read of the Purchasing Policy Amendment. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

e. For Decision - Position Request - Deputy Finance Director - Gia Scruggs

Gia Scruggs, Finance Director, gave a presentation.

Mayor Pro Tem George Turner asked if there were other vacant positions within the Finance Department at this time. Gia Scruggs clarified that there are two positions currently vacant. George Turner asked about the urgency of this item as we are currently in the middle of a budget cycle. Gia Scruggs stated that there is a lot of back work that needs to be done to bring the financial operations up to the city standard. She stated that waiting to the beginning of the year, with the projects coming in the next 30/60 days, will put us behind. She confirmed that having someone in this position would lend help to getting those things accomplished without any gaps of service.

Mayor Jazzmin Cobble stated that because of Real Estate matters, waiting to fill this position would cause the city to be behind.

Councilmember Tammy Grimes inquired if the new Deputy Finance Director would be able to alleviate some of the responsibilities of the vacant positions in the department. Gia Scruggs explained that although they may be able to assist, those duties would not be a part of their job responsibilities. She also clarified that the vacant positions within the Finance Department will fund the Deputy Finance Director position.

Councilmember Rob Turner inquired as to when the Finance Director would like to have this position filled. Gia Scruggs explained she would like to get the advertisement out this week, but this process could take a couple of months to fill.

Motion - made by Councilmember Rob Turner to approve the Deputy Finance Director position budget adjustment request. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

f. For Decision - Transportation Masterplan Initiative - Bike, Pedestrian, and Path Study - *Gia Scruggs*

Gia Scruggs, Finance Director, gave an introduction on behalf of the Engineering Department. Mayor Cobble confirmed the Masterplan went before the Transportation committee but had not previously come before Council. Gia Scruggs stated the RFP will be funded through the FY22 budget.

Motion - made by Councilmember Rob Turner to approve to Transportation Initiative Master Plan Bike, Pedestrian, and Path Study. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

g. For Decision - Invoice Payment Approvals - *Gia Scruggs*

Gia Scruggs, Finance Director, gave a presentation. She stated this invoice covers landscape maintenance, the chief building official, and Clear Track HR call center services.

Motion - made by Councilmember Tara Graves to approve the referenced invoice payments. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

IV. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

V. ADJOURNMENT

Meeting adjourned at 7:12 pm

Americans with Disabilities Act

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CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, October 24, 2022 at 7:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

District 3 - Vacant Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem at 7:09pm

II. ROLL CALL: Sonya Isom, City Clerk

All members present.

III. INVOCATION: Lead by Councilman Rob Turner.

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF THE AGENDA

Request by Councilmember Tammy Grimes to move the first two items of XII. Presentations under VI. Review and Approval of Minutes.

Motion – made by Councilmember Rob Turner to move the first two items of XII. Presentations under VI. Review and Approval of Minutes. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval - of September 6, 2022 Special Called Meeting Minutes

Motion – made by Councilmember Tara Graves to approve the September 6, 2022 Special Called Meeting minutes. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

b. Approval - of September 12, 2022 Special Called Meeting Minutes

Motion – made by Councilmember Tammy Grimes to approve the September 12, 2022 Special Called Meeting minutes. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

c. Approval - of September 14, 2022 Special Called Meeting Minutes

Motion – made by Councilmember Rob Turner to approve the September 14, 2022 Special Called Meeting minutes. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

d. Approval - of the September 26, 2022 Meeting Minutes

Mayor Pro Tem George Turner stated that there was mention of the agenda being rearranged on this day and it was not captured in the minutes. He also mentioned that the Attorney that gave a presentation was listed as Mr. Zicker and it should have been Mr. Zickert. Also, it was Ms Brenda Whitaker and not Brenda Whit who made a public comment.

Motion – made by Councilmember Tammy Grimes to approve the September 26, 2022 meeting minutes with said adjustments. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Mayor Pro Tem George Turner stated that Council was made aware of two requests by applicants to either withdraw their application or defer it. Ray White, Planning and Zoning Director, stated that the applicant for RZ-22-005 3266 and 7407 Hayden Quarry Road requested a withdrawal and the applicant for RZ-22-007 3310, 3320, 3330 Turner Hill requested a deferral. Mayor Pro Tem stated because he thought some people were in attendance solely for those hearings, he wanted to let them know that Council would probably not be taking any action on the mentioned items.

Mayor Jazzmin Cobble asked the City’s Attorney Winston Denmark if Council should proceed with the Public Hearing since it was advertised and make a decision on the action after or if Council is taking action before the Public Hearing. Alicia Thompson, City Attorney, stated the Public Hearing does not have to happen tonight as long as it happens at some point in the process, before it is approved or denied, with the exception of the withdrawal. She stated once it is withdrawn, that would be the end.

VII. PUBLIC COMMENTS

The meeting will be conducted in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

There is a two (2) minute time limit for each speaker submitting or reading a public comment.

Renee Cail - Commented on the process relative to Executive Sessions.

Faye Cofield – Concerned about the withdrawal of applications for developments. Expressed

support of the Winery. Asked that developers be held to the fire and not be allowed to build “ghetto style” homes.

Malaika Wells – Request to return to 3-minute public comments. Why has there been no response to the emailed statement? Who told the City Clerk’s office to charge up to \$6,000 for the Open Record Request? How does not responding to this response build trust? How can the URA be comprised of only Mayor and Council and how was Mayor Cobble able to serve on the URA without interruption?

Dave Marcus – Tree Preservation Ordinance needed in the city. Council needs to declare a moratorium on rezoning for new developments until there is a decent Tree oCrdinance or a design standard.

Mayor Pro Tem George Turner addresses past public comments made by citizens and answered some questions presented to council at the last meeting.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Hearing. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address, and relationship to the case.

As an alternative, you can submit comments and questions to the same email address by the same deadline to be read into the record at the meeting.

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

a. For Decision - FY23 Proposed Budget - Gia Scruggs / Mayor Jazzmin Cobble

Mayor Jazzmin Cobble gave the presentation and overview of the FY23 proposed budget.

Motion – made by Councilmember Rob Turner to open the Public Hearing for the FY23 Proposed Budget. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Dave Marcus gave a comment in support of the FY23 Budget. He stated that for the first time the city is committing to what the government, council and the operating part of the government will do to move the city forward. He thanked the council for that clarity and transparency.

Vivian Pollard asked about the monies moved from the road repairs as her street was on the list to be repaired. She stated the big trucks that come through have caused damage. She wants to know if and when her street will be repaired.

Andrew Wells stated that he was speaking in opposition. He asked about the \$300,000 increase for security and the decrease of Parks and Recreation security of about \$42,000. He asked if security seen at the meeting is private detail or city detail and if they would also be present at events and parks. He recommended an arborist position to help facilitate a new tree ordinance, with hopes of creating design standards and closing the loop of some of the city’s ordinances. He

also inquired about \$200,000 or so in the IT budget and asked what the vision is for those funds. He inquired about the city of giving money directly to the school system without some measures of accountability and also mentioned the Dexter Mosley Act. Mr. Wells also asked about the Advisory Board Scholarship for \$10,000 and who receives it. He asked if there have been recipients in the past and if the scholarship was for the public or members of staff.

Motion – made by Councilmember Tammy Grimes to close the Public Hearing for the FY23 Proposed Budget. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Mayor Jazzmin Cobble addressed some of the questions posed during the public comments and provided clarity on the 1.2 million dollars in grants to the schools located in Stonecrest. Finance Director Gia Scruggs also provided clarity on verbiage used and monies that appeared to be missing from the FY23 budget. She also clarified that instead of Business License, the term Occupational Tax Certificate is used.

Councilmember Tammy Grimes stated she would like to recognize Childhood Cancer Month in September. She suggested that \$3,000 to \$5,000 be used from the contingency fund.

Councilmember Tara Graves stated she would like to see two constituent services employees in addition to the Assistant to the City Manager position funded in the FY23 budget.

Councilmember Rob Turner asked about film marketing and the appearance of no funding in 2023. Mayor Cobble clarified that the funding was moved to Economic Development in 2022 and again will be funded that way in 2023.

Mayor Pro Tem George Turner stated that he received a text asking about the After School Program and where was is budgeted. Mayor Cobble stated that it is budgeted in the Parks Department.

Mayor Cobble presented the holiday schedule for City Hall in 2023 and the transition from the semi-monthly pay schedule to the bi-weekly pay schedule starting in January 2023.

Councilmember Tara Graves asked about the sponsorship line in the budget and if it would be divided among the districts. Mayor Cobble explained that per the Charter, the district expense cannot be increased, and it also states that each council member gets \$3,000 per District and the Mayor gets \$5,000 for expenses. She added that Council initiatives and the Sponsorship lines can be shifted but the district expense line cannot.

Councilmember Tara Graves asked about the Security line and funding. Mayor Jazzmin Cobble explained that there was not a budget for security in 2022 and what is listed are actuals to date. She further explained that in the FY23 budget, security is comprehensive. She stated that all security lines have been removed from each individual department and placed in the main security line.

b. For Decision - TMOD-22-009 Winery and Vineyard - Keedra Jackson

Keedra Jackson, Deputy Planning and Zoning Director, gave a summary of TMOD-22-009.

Motion – made by Councilmember Tammy Grimes to open the Public Hearing for TMOD-22-009. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Renee Cail sent a written public comment in support of TMOD-22-009.

Faye Coffield gave a comment in support of TMOD-22-009.

Millicent Maxwell gave a comment in support of TMOD-22-009.

Glen Frazier gave a comment in support of TMOD-22-009.

Dave Marcus gave a comment in opposition of TMOD-22-009.

Motion – made by Councilmember Rob Turner to close the Public Hearing for TMOD-22-009. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Mayor Cobble asked for clarification on the cheese and crackers only portion of the presentation. Keedra Jackson explained that it is not intended to have a full commercial kitchen but that the space provided would be for finger foods and for caterers to come in and serve food would be permissible. Mayor Cobble questioned why the text amendment was limited and stated she would like to see allowed use for outdoor ovens in the ordinance. Ms. Jackson explained the space is not intended to be used as a commercial space. Mayor Cobble asked about the language for tasting rooms and if it would require that tasting rooms be indoors. Ms. Jackson confirmed it is intended to be an indoor use and stated that staff would like every winery to have a tasting room. Mayor Cobble asked about there not being a building requirement in the text amendment, but the listing of a tasting room requirement. Ms. Jackson stated that the International Building Code has a building requirement and based on that, a building structure must be on site. Mayor Cobble asked about the 1.5 ounces allowed during the visit. Keedra Jackson clarified that consumption on site would be limited to a 1.5-ounce individual serving, not 1.5 ounces total. Mayor Cobble asked for clarification on the sidewalk right of way. Ms. Jackson stated that if a winery wishes to utilize the sidewalk right of way, they must comply with the City of Stonecrest regulations regarding sidewalk dining facilities.

Councilmember Rob Turner asked about the parking standards at the Winery and stated he wanted to ensure that there would be enough parking. Keedra Jackson stated that there was not a limit placed on parking but there was an allowance of up to four parking spaces.

Councilmember Tammy Grimes asked for further clarification on parking. Keedra Jackson asked that they be allowed to later propose parking spaces based on acreage, personnel, and ADA parking.

Keedra Jackson explained the text amendment limits where a winery can be in the City of Stonecrest, which is defined by a map showing boundaries. There is also a requirement of a minimum of 15 acres.

There was much discussion about usage and the need for a SLUP. P&Z Director Ray White clarified that it is not a by right use but allowable with a SLUP.

Councilmember Tammy Grimes inquired about the 15-acre requirement. Keedra Jackson stated that 15 acres is the minimum requirement.

Mayor Pro Tem Turner inquired about the Planning Commission and staff recommendations. Keedra Jackson confirmed that both recommend approval.

Motion – made by Councilmember Rob Turner to approve TMOD-22-009. Seconded by Councilmember Tammy Grimes.

Mayor Cobble asked that there be a closer look at outdoor ovens as an allowable use along with the parking.

The preamble to the ordinance was read by City Clerk, Sonya Isom.

Motion passed unanimously.

c. For Decision - TMOD-22-013 Rental Ordinance - Ray White

Ray White, Director of Planning and Zoning, gave a presentation on the Rental ordinance.

Motion – made by Councilmember Rob Turner to open the Public Hearing for TMOD-22-013. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

No public comments in support of the item.

Motion – made by Councilmember Tammy Grimes to close the Public Hearing for TMOD-22-013. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Mayor Cobble asked if the disclosure requirements of rental or for sale communities would affect the preliminary plat process or requirements. City Attorney Winston Denmark stated that the preliminary plat process is non-technical and the city may want to make that a requirement in the process and that he recommended getting those answers during the zoning process. There was discussion pertaining to the best way to regulate the number of rental properties versus ownership within the city.

Director White addressed the comment made in opposition to this Ordinance. Mayor Pro Tem George Turner clarified that this ordinance is to restrict the rental developments and attempt to protect single family homes developments.

There was discussion about how to go about limiting rental communities and Councilmember Tammy Grimes asked that we do something to prevent this from happening. Director White stated that it would take time, research, and legal advice to get to a solution.

Councilmember Tammy Grimes questioned if there is a legal piece that the Council should be aware of, and if they can know what it is before making a decision. City Attorney Winston Denmark stated the city is going down a road where we're going to prohibit rental communities completely within the city's limits or most of the city and we will be challenged on that. He stated that a measured approach should be taken.

Motion – made by Councilmember Tammy Grimes to approve TMOD-22-013. Seconded by Councilmember Tara Graves.

The preamble to the ordinance was read by City Clerk, Sonya Isom.

Motion passed unanimously.

d. For Decision - 7301 Stonecrest Concourse - Ray White

Ray White, Planning and Zoning Director, gave a presentation. He stated that staff recommends approval with conditions. The conditions are as follows:

1. There shall be only one late-night establishment and it shall be limited to the subject property only.
2. All lights shall be of concealed source type so that the illumination therefrom shall be controlled in a particular direction away from traffic driving south of Mall Ring Road or east-west along Stonecrest Concourse.
3. There shall be Georgia certified post trained officers on site.
4. The lighting of the parking lot shall be lit to the same standards of hotel and motels.
5. There shall be no parking in a public right-of-way.
6. There shall be no smoking-lounge.
7. Late-night establishments shall not be permitted to be used for an outdoor special event.

Motion – made by Councilmember Tara Graves to open the Public Hearing for 7301 Stonecrest Concourse. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

Dave Marcus gave a comment in support of this item.

No comment in opposition to this item.

Motion – made by Councilmember Tara Graves to close the Public Hearing for 7301 Stonecrest Concourse. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Mayor Cobble asked if the owner of the property is the applicant. Keedra Jackson clarified that the applicant has permission from the owner to request rezoning. Mayor Cobble asked about the no smoking. Keedra Jackson stated that the city has an ordinance stating if you have a restaurant serving drinks and food, you cannot have a smoking establishment associated with it.

Keedra Jackson clarified that this doesn't move the boundary of the tier and that just that parcel will be tier one.

Councilmember Tammy Grimes asked about smoking restrictions. Director White explained that a smoking lounge is a defined enclosed space, permitting smoking anywhere in the development. The Ordinance states you cannot have a smoking lounge as well as other uses. You can smoke at the facility if permissible. The condition is so that a designated smoking lounge is not created. He stated that there is currently a smoking prohibition in the city.

Mayor Pro Tem Geroge Turner asked that staff provide clarity on this topic at the next meeting.

Motion – made by Mayor Pro Tem George Turner to approve 7301 Stonecrest Concourse. Seconded by councilmember Tammy Grimes.

Motion passed 3-1 with Councilmember Tara Graves voting nay.

e. For Decision - RZ-22-005 3266 and 7407 Hayden Quarry Road - *Ray White*

Motion – made by Councilmember Tammy Grimes to accept the withdrawal for RZ-22-005. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

f. For Decision - RZ-22-007 3310, 3320, 3330 Turner Hill - *Ray White*

P&Z Director Ray White stated that the applicant requested to be heard at the November 28, Attorney Winston Denmark stated that a Public Hearing would need to be on the record before any action on the item could take place. Ray White stated there could have been some confusion on the information given to the applicant.

Motion – made by Councilmember Tara Graves to deny the request for deferral for RZ-22-007. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Motion – made by Councilmember Tara Graves to open the Public Hearing for RZ-22-007. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

Ray White gave a presentation, stating the staff’s recommendation is a denial.

No comments in favor of this item.

Alex Brock of Smith, Grambrell & Russell, representative for the applicant, appeared via zoom to request a deferral on behalf of the applicant. He was notified today that they were on tonight’s meeting agenda but was under the impression they would be on the agenda for the November 28th meeting based on the City’s published zoning calendar. Mr. Smith requested the opportunity to come before Council and present new information to citizens and address some of the concerns voiced at the community meeting. He reiterated that there was some confusion based on the City’s Zoning calendar. Director White explained that the applicant was present at the CPI meeting and was given information that stated they would be on tonight’s meeting agenda.

Mayor Pro Tem George Turner asked the City Attorney if there was a discrepancy in the notification, would we need to have another Public Hearing. Attorney Winston Denmark clarified that he would air on the side of granting a deferral in that case.

City Clerk Sonya Isom read one written comment in opposition from Andrea Ford.

Edwina Clanton spoke in opposition to this item.
Bill Bruckner spoke in opposition to this item.
Dave Marcus spoke in opposition to this item.
Faye Coffield submitted a comment form but was not present to speak in opposition to this item.
JW Eady spoke in opposition to this item.
Brienne Simmons spoke in opposition to this item.

Motion – made by Councilmember Tara Graves to close the Public Hearing for RZ-22-007. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Mayor Pro Tem asked Director White about the recommendations from the Planning Commission and staff. Director White stated that both the Planning Commission and staff recommend a denial.

Winston Denmark, City Attorney stated it’s important to gain clarity on whether or not the applicant was put on notice about the date and time of tonight’s meeting.

Mayor Cobble asked for clarity on the zoning calendar and if the applicant would have been heard on November 28th. Both Ms. Jackson and Director White confirmed the applicant was told at the community meeting that this item would be heard at tonight’s meeting and that there was no communication after the community meeting. Director White stated that there were also signs posted with tonight’s date. Mayor Cobble stated that if there was not a consistent message across all means of communication, the city should air on the side of caution.

Motion – made by Councilmember Tara Graves to defer RZ-22-007 to the next Council meeting, scheduled for November 28, 2022. Seconded by Councilmember Rob Turner.

Councilmember Tammy Grimes asked about the deferral stating the Council meeting is scheduled for November 28th.

Motion passed unanimously.

Motion- made by councilmember Tammy Grimes to amend the agenda at this point. Councilmember Tara Graves seconded.

Motion passed unanimously.

IX. CONSENT AGENDA

X. APPOINTMENTS

XI. OLD BUSINESS

XII. REPORTS & PRESENTATIONS

a. Presentation - Code Compliance Month - *Mayor Jazzmin Cobble*

b. Presentation - Book Bag Giveaway - *Councilmember Tammy Grimes*

- c. **Presentation** - 2020 CAFR Presentation - *Gia Scruggs / Doug Moses of Mauldin and Jenkins*

Motion – made by Councilmember Tammy Grimes to defer Item C. 2020 CAFR Presentation until the next regularly scheduled City Council Work Session. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

XIII. NEW BUSINESS

- a. **For Decision** - Human Resources Consultant - *Mayor Jazzmin Cobble*

Mayor Jazzmin Cobble gave a presentation in regards to the recommended Human Resources Consultant.

Motion – made by Councilmember Rob Turner to approve the Human Resources Consultant. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

- b. **For Decision** - Women's Reproductive Rights Resolution - *Mayor Jazzmin Cobble*

Mayor Jazzmin Cobble gave an overview of the Women's Reproductive Rights Resolution.

The Resolution preamble was read by City Clerk Sonya Isom.

Motion – made by Councilmember Tammy Grimes to approve the Women's Reproductive Rights Resolution. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

- c. **For Decision** - City Council Meeting Start Time - *Mayor Pro Tem George Turner*

Mayor Pro Tem George Turner gave an overview.

Councilmember Tara Graves stated she felt the meeting start time should be adjusted in the month of December. She then stated she would like the adjustment to begin January 2023. Mayor Cobble stated that she too would like to see the change take place January 2023 and that there is fiscal impact to some.

Motion – made by Councilmember Tammy Grimes to make the City Council Meeting start time 6pm, starting November 28, 2022. Seconded by Councilmember Rob Turner.

Motion passed 3-1 with Councilmember Tara Graves voting nay.

XIV. CITY MANAGER UPDATE

XV. MAYOR AND COUNCIL COMMENTS

Mayor Pro Tem George Turner read an invitation to the Salem Middle School Trunk or Treat, scheduled for October 31 2022 from 5:30pm to 7:30 pm.

Mayor Jazzmin Cobble invited everyone to the City of Stonecrest Fall Festival this upcoming Saturday at Browns Mill Rec Center from 11am to 3pm.

Councilmember Tammy Grimes commented to all survivors of domestic violence and breast cancer, stating we love you, we support you, we hear you.

XVI. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

Motion – made by Councilmember Tara Graves to go into Executive Session for personnel matters. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Motion – made by Councilmember Rob Turner to come out of Executive Session and return to the regular scheduled meeting. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Motion – made by Councilmember Tammy Grimes to approve the minutes from the Executive Session. Seconded by Councilmember Tara Graves.

Motion passed unanimously.

Mayor Pro Tem asked the City Clerk to make note of the deferral of the CAFR Presentation, assuring it gets placed on the next work session.

XVII. ADJOURNMENT

Motion – made by Councilmember Tammy Grimes to adjourn the City Council meeting at 12:10am. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Americans with Disabilities Act

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If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, November 07, 2022 at 5:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

District 3 - Vacant Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting started at 5:03 pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members present. Legal representation Attorney Young Tae present via Zoom.

III. AGENDA ITEMS

a. For Decision - Resolution to Extend City Manager Vacancy - Mayor Pro Tem George Turner

George Turner, Mayor Pro Tem, confirmed there has been a vacancy in the City Manager’s Office for the last 48 days and there are 42 days left to fill the vacancy. There is a request to extend the vacancy for an additional 90 days which would extend the vacancy thru March 16, 2023.

Councilmember Tara Graves asked for clarity on line 27 in the Resolution. Mayor Cobble stated the City's attorney would send an updated Resolution to clarify line 27 and references to the Acting City Manager appointment. Mayor Pro Tem requested that the needed corrections be stated. Mayor Cobble stated lines 22 - 24, 27 and 28 would be removed. Mayor Cobble also stated that all language referring to the Acting City Manager appointment would be removed.

Councilmember Tara Graves asked if the Resolution could be approved at a later Council Meeting so that Council would have time to review it with the updated changes.

Motion - made by Councilmember Rob Turner to defer the decision on the resolution to extend the City Manager vacancy until the November 14, 2022 Special Called Meeting.

Councilmember Tammy Grimes seconded.

Motion passed unanimously.

b. For Decision - Procurement Resolution for Executive Search Firm for City Manager - Mayor Pro Tem George Turner

Mayor Pro Tem George Turner gave an introduction. Mayor Cobble clarified this was not a Resolution but a resolve to a procurement process. Council will get together to authorize a Resolution for an Executive Search Firm to begin the process.

Mayor Pro Tem George Turner stated although it is not a requirement, Council and the community would like for a nationwide search to happen for the City Manager's position. Mayor Cobble confirmed this will come from the FY 22 Budget and Finance will determine which procurement method will be used to establish this service.

Councilmember Graves asked about a timeframe for this item. Mayor Pro Tem stated as quickly as possible and he would like to see the competitive 30 day bid process. Councilmember Tara Graves stated that she would like to see an emergency procurement. Councilmember Tammy Grimes stated that with the need being as soon as possible, she would also like to see an emergency procurement. Councilmember Rob Turner stated that because the City has been without a City Manager, he would also like to see an emergency procurement for this process. Mayor Pro Tem stated this is an urgency but not an emergency.

Mayor Jazzmin Cobble stated she wants to ensure this request constitutes an emergency based on the policy. Councilmember Tammy Grimes asked the City Attorney to clarify whether or not the city has an emergency in this situation. City Attorney Young Tae stated this does constitute this as an emergency.

Motion - made by Councilmember Tara Graves to instruct the Finance management team to execute an emergency procurement for the Executive Search Firm to hire a City Manager. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

c. For Decision - Berry Dunn/Georgia Piedmont ARPA Grant consideration - Mayor Pro Tem George Turner

William Smith, Economic Development Director, gave a brief overview of what purpose this facility would serve. Georgia Piedmont has illustrated there is a need, as in actual trucks and training logistic drivers that will go into the workforce. This will allow them to move expeditiously in acquiring trucks and training drivers. Mr. Smith stated that every level of Administration, County, Federal and State has given a significant amount in supporting this facility.

Mayor Pro Tem George Turner recommended that Council donate \$500,000.00 to the Georgia Piedmont project thru the ARPA funds for vehicles and any other needs. Councilmember Rob Turner inquired as to the total costs of the entire project. William Smith stated the estimated costs, if project is approved, is approximately \$13,000,000.

Councilmember Tammy Grimes asked for clarification on the uses of the funds and the purchasing of trucks. William Smith clarified Georgia Piedmont's need for the funding to be available in order to secure trucks.

Councilmember Tara Graves stated that she spoke with Berry Dunn, who agreed this would be a great use of ARPA funding.

Councilmember Tammy Grimes asked William Smith to clarify the greatest need is large scale vehicles. William Smith confirmed that was correct. William Smith stated council has the latitude to keep the allocation broad with the understanding that staff will come back with a MOU. Mayor Cobble suggested whatever MOU or reporting mechanism created for Georgia Piedmont be applied to the 12 schools in the Educational Support Program, in regards to ARPA funding.

Motion – made by Councilmember Rob Turner to instruct Berry Dunn to qualify Georgia Piedmont Technical College to receive a \$500,000 grant from ARPA funds. Councilmember Tara Graves seconded.

Mayor Cobble asked for clarification on what council is asking of Berry Dunn and what Berry Dunn’s process is for qualifying. Councilmember Rob Turner gave his definition of qualifying in regard to instructions given to Berry Dunn.

Berry Dunn gave an explanation and stated the eligible and ineligible uses under ARPA. There was more discussion about qualification and how to proceed.

The previous motion was withdrawn by Councilmember Rob Turner and a substitute motion stated.

Motion – made by Councilmember Rob Turner to instruct staff to bring back an MOU in reference to the \$500,000.00 that Council will allocate to Georgia Piedmont through ARPA funding. Councilmember Tara Graves seconded.

Motion passed unanimously.

d. For Discussion/Decision - Renewal of GMA Benefits, Open Enrollment - *Steven McClure*

Human Resources Director Steve McClure gave a presentation in regard to seeking approval to add an HMO to the benefits package.

Mayor Cobble and Councilmember Grimes questioned when this would be applicable for staff. HR Director Steve McClure confirmed GMA is ready now, and the HMO would be available during this current open enrollment period and take effect January 2023.

Motion - made by Councilmember Tammy Grimes to give GMA authority to add HMO as a third option to the current benefits package and have Mayor Cobble execute the benefits declaration page. Councilmember Rob Tuner seconded.

Councilmember Tara Graves asked if we are required to have a third option and if that option was HMO. Steve McClure stated that employees have asked for a third option and HMO is the only other option available with GMA.

Motion passed unanimously.

IV. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

a. *Personnel, Real Estate, Legal Matters and Cyber Security*

Motion - made by Councilmember Tara Graves to go into Executive Session for personnel matters. Councilmember Tara Graves seconded.

Motion passed unanimously.

Motion - made by Councilmember Rob Turner to come out of Executive Session and return to the Special Called Meeting. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

Motion - made by Councilmember Tammy Grimes to approve the Executive Session meeting minutes. Councilmember Tara Graves seconded.

Motion passed unanimously.

V. ADJOURNMENT

Mayor Pro Tem George Turner opened the meeting for Council comments.

Councilmember Tammy Grimes - V. O. T. E. Encouraged everyone to vote.

Councilmember Rob Turner – Encouraged everyone to vote.

Mayor Pro Tem – Veteran’s Day is tomorrow and thanked Councilmember Tara Graves for her service.

Motion - made by Councilmember Rob Turner to adjourn the Special Called meeting. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

Meeting adjourned at 6:40 pm.

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CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, November 14, 2022 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

District 3 - Vacant Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

The meeting began at 6:06 pm.

II. ROLL CALL: Sonya Isom, City Clerk

All members present.

Mayor Pro Tem George Turner extended congratulations to Alecia Washington, District 3 Councilmember elect.

III. AGENDA ITEMS

a. For Decision - FY23 Budget Approval - Mayor Jazzmin Cobble

Mayor Jazzmin Cobble gave a presentation, including a review of the Budget Transmittal Letter outlining highlights of the FY22 Budget projected revenue for FY23, the FY23 projected Capital Project List and the Comprehensive Plan.

Mayor Pro Tem asked about changing the current Council Meeting start time from 7:00 pm to 6:00 pm. Mayor Cobble mentioned comments regarding locating additional revenue. She stated that the system was manually updated and they ensured that those funds were posted correctly.

Councilmember Tammy Grimes asked about the Mayor and Council's General Fund and salaries. She asked if Council would receive a raise. Mayor Cobble stated that that monies will go to the Constitute Services person and the Executive Assistant to the Mayor. Councilmember Tammy Grimes also asked about the Security line item. Mayor Cobble explained that instead of having security spread out between departments, it is in one place for all of the City's needs.

Councilmember Tara Graves inquired about the department salaries and changes. Mayor Cobble explained the breakdown, including benefits and fringes. Councilmember Graves inquired about the Finance Department and the increase in salaries. Mayor Cobble explained that Councilmembers were presented with numbers that only included the base salaries and in order to get the total number, she would need to add all of the fringe benefits to get the correct overall number.

Mayor Pro Tem George Turner commented on a stipend for the Planning Commission and explained that he did not advance the request because of the implications for other Boards, Committees, and Commissions. He also asked the City's Attorney about the Mayor's signature on this Resolution or if Council should sign it because the Mayor presented it. Mayor Cobble explained that the Resolution is a Resolution of the City, like any other.

Councilmember Tara Graves asked for clarification on the Security budget line item. Mayor Cobble clarified that it was consolidated, and all funds were moved to the one line.

Motion – made by Councilmember Rob Turner to approve the Resolution for the FY2023 budget. Councilmember Tara Graves seconded.

Motion passed unanimously.

b. For Decision - Appointment of Acting City Manager - *Mayor Jazzmin Cobble*

In accordance with the Charter, Mayor Jazzmin Cobble is offering a recommendation for Council to approve Gia Scruggs as Acting City Manager. Council would then assign a search firm to begin the executive search for a permanent City Manager.

Motion – made by Mayor Pro Tem George Turner to approve Gia Scruggs as the appointment of the Acting City Manager. Councilmember Rob Turner seconded.

Motion passed with a vote of 3-2.

Councilmembers George Turner and Rob Turner voted in favor.
Councilmembers Tara Graves and Tammy Grimes voted nay.
Mayor Jazzmin Cobble voted in favor of this motion.

c. For Decision - City Manager Vacancy Resolution - *Mayor Pro Tem George Turner*

Mayor Pro Tem George Turner gave an overview and read the Resolution, which would allow an additional 90 days to extend the appointment of a City Manager.

Mayor Cobble confirmed the language has been corrected in this Resolution since it was last heard by Council.

Motion – made by Mayor Pro Tem George Turner to approve the City Manager Vacancy Resolution. Councilmember Rob Turner seconded.

Motion passed unanimously.

d. For Decision - Human Resources Consultant Approval - *Gia Scruggs*

Gia Scruggs, Finance Director, gave an overview.

Councilmember Rob Turner inquired about the timeline for the consultant's contract. Gia Scruggs explained that it is contingent upon several factors, including the compensation and salary study, as well as interviews with staff and current HR staff.

Councilmember Tammy Grimes inquired about the cost. Gia Scruggs stated the cost of the study, \$74,000, would come from Professional Services and if additional costs were determined by the study, the line item would need to be determined.

Mayor Pro Tem George Turner inquired about the HR Department being fully staffed. Gia Scruggs confirmed that it is. Councilmember Tammy Grimes asked whether or not HR needed additional personnel. Gia Scruggs explained that one HR staff member is needed per 100 employees, and the city is currently at 40 employees.

Motion - made by Councilmember Tammy Grimes to approve the Human Resources Consultant contract with MGT. Councilmember Tara Graves seconded.

Motion passed unanimously.

e. For Decision - Executive Search Firm for City Manager Position - *Gia Scruggs*

Gia Scruggs, Finance Director, gave a review of the responsibilities for the search firm in regard to the City Manager position. She stated that MGT Consulting of America would provide the service for \$18,555.00 and the funding will come from the General Fund, City Managers Budget, Professional Services.

Councilmember Tammy Grimes asked if it was cost efficient to use MGT for more than one service. Gia Scruggs stated that quote given by MGT was most competitive.

Mayor Pro Tem asked if this is a local firm being used to conduct the search. Gia Scruggs explained that they have some reach in the Metro Atlanta area and will have people available to assist with putting together all information for the recruitment.

Motion - made by Councilmember Rob Turner to approve MGT Consulting to do the Executive Search for the City Manager position. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

IV. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

V. ADJOURNMENT

Motion - made by Councilmember Rob Turner to adjourn the Special Called Meeting at 6:50pm. Councilmember Tammy Grimes seconded.

Motion passed unanimously.

Meeting ended at 6:51 pm.

Americans with Disabilities Act

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CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, November 28, 2022 at 6:00 PM

Mayor Jazzmin Cobble

Council Member Tara Graves - District 1 Council Member Rob Turner - District 2

Council Member Alecia Washington - District 3 Mayor Pro Tem George Turner - District 4

Council Member Tammy Grimes - District 5

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

Meeting started at 6:09 pm

II. ROLL CALL: Sonya Isom, City Clerk

All present.

III. INVOCATION

Lead by Councilmember Rob Turner.

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF THE AGENDA

Motion - made by Councilmember Rob Turner to approve the November 28, 2022 City Council Meeting agenda. Councilmember Tara Graves seconded.

Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval - of October 10, 2022 Special Called Meeting Minutes

Motion - made by Councilmember Rob Turner to defer the approval of the October 10, 2022 Special Called Meeting minutes to the next City Council meeting. Councilmember Tara Graves seconded.

Motion passed unanimously.

- b. Approval - of October 19, 2022 Special Called Meeting Minutes

Motion - made by Councilmember Tara Graves to approve the October 19, 2022 Special Called Meeting minutes. Councilmember Rob Turner seconded.

Motion passed unanimously.

- c. Approval - of October 24, 2022 City Council Meeting Minutes

Motion - made by Councilmember Tara Graves to defer the October 24, 2022 City Council Meeting minutes to the next City Council meeting. Councilmember Rob Turner seconded.

Motion passed unanimously.

VII. PUBLIC COMMENTS

The meeting will be conducted in person. Citizens may also submit public comments via email to cityclerk@stonecrestga.gov by 2 pm on the day of the meeting to be read by the City Clerk.

There is a two (2) minute time limit for each speaker submitting or reading a public comment.

In person Comments:

Malaika Wells - Welcomed new Councilmember Alecia Washington. Thanked council for pursuing a GMA City of Ethics designation. Thanked Councilmembers Tammy Grimes and Tara Graves for voting in alignment with expressed community concerns regarding the recent appointment of Ms. Scruggs as acting City Manager. Why does the city not have a MOA with Fincher Denmark for city legal services? Did the city provide the required written 14-day notice prior to termination of the former City Manager? Council has not moved to appoint anyone to lead the charter review committee and who benefits from the City's delay in doing so? Please return the public comments to 3 minutes and if you deny the request, please explain why.

Donna Priest-Brown - Welcomed Councilmember Washington. Questioned abrupt resignation of former City Manager Jackson and appointment of Ms. Scruggs. How will Ms. Scruggs effectively perform the three major job functions she is responsible for today? Reminder to be mindful of separation of duties and powers to prevent fraud, sabotage, thief, misuse of information, misrepresentation of finances and other compromises. The City's September and October financials were delayed up to two months before being posted to the city's website a week ago. Requesting citizens have access to the ARPA monthly detailed report similar to the SPLOST fund monthly report. Increasing the public comment time from two minutes to three minutes.

Faye Coffield - Tax Collector doesn't recognize the City of Stonecrest and things are still being sent to the City of Lithonia. Concerned that the vote was held to appoint Ms. Scruggs before Ms. Washington could be sworn in, especially since she had the opportunity to be sworn in the next day. Lost entire faith in Council and City and the way that things have been handled. Reiterating a call for a forensic audit. State of GA has a 4 billion dollar surplus and why hasn't the city asked for some of that surplus for what GA Piedmont wants to do? Why is the City wanting to give the Board of Education 1 million dollars when they have a 310 plus million in ARPA funds? The City should use \$500,000 and hire off duty police officers instead. The city needs street lighting, sidewalks, and an existing 501C3 to give money to.

Andrew Wells - Welcomed Councilmember Washington. Thanked the council for improvements to Salem Park. Reminding Council that a revenue generating opportunity exists at Salem Park by hosting a 3 on 3 basketball tournament with improvements to bleachers and goals. Improvements to public restrooms are needed. Concerns with giving money to Dekalb County Board of Education or directly to the schools. Consider aftercare programs and nonprofit programs in the city. Be mindful of using things in Consent Agenda that haven't been discussed in the public. Requesting Council check into server issues in regard to Council not receiving emails from constituents. Lack of urgency to appoint members to the citizen lead Charter Review Committee. Return public comments to 3 minutes or explain why not.

Mayor Pro Tem George Turner gave a response to the October 24, 2022 public comments.

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to cityclerk@stonecrestga.gov by 2 pm the day of the Hearing. A zoom link for the meeting will be sent to you.

When it is your turn to speak, please state your name, address and relationship to the case. As an alternative, you can submit comments and questions to the same email address by the same deadline to be read into the record at the meeting.

There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.

IX. CONSENT AGENDA

X. APPOINTMENTS

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

a. **For Decision** - RZ-22-007 3310. 3320, 3330 Turner Hill Rd - *Ray White*

Ray White, Planning and Zoning Director, gave an overview. Mr. White stated that staff's recommendation is a denial. He stated there is concern because of the location, which is directly across from an apartment complex. The development is for a shopping center. There is also the possibility of more residential growth.

There was discussion questioning whether a Public Hearing was held or deferred. Mayor Pro Tem George Turner consulted with the City Attorney, Winston Denmark as to what was required by law. Mayor Pro Tem also asked for clarity whether or not parcels are in the Overlay District. It is his understanding they are not.

Alex Brock with Smith Gambrell Russell, representation for the applicant, was in attendance and gave clarity to questions about the development and the community meeting that was held in September.

City Clerk, Sonya Isom, confirmed that a Public Hearing was opened and closed at the last City Council Meeting.

Councilmember Tara Graves stated she would like to open the meeting to constituents and allow them the opportunity to speak in regard to this item. Mayor Pro Tem George Turner opened the meeting for the public to stand and give comments to satisfy concerns, confirming it would not be considered a public hearing.

Suzanne Frick gave a comment in opposition and stated that she was unaware of the community meeting. She also stated that she previously provided a petition with 200 signatures in opposition to the development. She is asking Council to please keep residential zoning residential.

Alex Brock spoke to some of the concerns mentioned. He stated the developer moved the building forward to have parking spaces in the rear. There was uncertainty as to whether or not Council had the revised plans or the originals.

Faye Coffield gave comments about applicants requesting a deferral or withdrawing their application once staff recommends a denial and questioned why applicants are allowed to do that? She also stated that she does not think a Public Hearing was held and recalls the citizens complaining about deferrals and denials.

City Attorney, Winston Denmark, stated the applicant could argue they were denied the opportunity to present and that staff lead them to believe they would receive a deferral, stating they didn't show up to the last meeting in reliance on that representation. He stated they could say they were not given the opportunity to present at a Public Hearing. The City could spend thousands in court or the City could advertise another Public Hearing on another date and a vote happen at that time. This would remove any cloud there is over this proceeding. Atty Denmark stated a public hearing is different and that record counts.

Mayor Pro Tem George Turner confirmed this item was not advertised as a Public Hearing for this particular meeting, therefore a Public Hearing could not take place. He stated there should be an opportunity for the applicant to present at a Public Hearing which would call for another Public Hearing to be scheduled 15 days from now.

Councilmember Tammy Grimes asked what would stop Council from allowing the applicant /developers to speak at this meeting since there has been two meetings where constituents have been able to speak. She if they could speak and then Council vote as needed. Attorney Denmark stated that the applicant could take the position that they were not allowed the opportunity to speak at a public Hearing and a judge could side with that argument.

Alex Brock, representation for the applicant, Amir Ghandi, stated his client would like to speak and is willing to wave his rights to a public hearing despite his advisement. Amir Ganhdi stressed concerns regarding the notification of the public hearing and stated that he would like to speak and then proceed with the decision tonight. The applicant and his representation provided additional details, sharing a revised site plan. They are asking for rezoning to C1 and have decided to downsize to retail development, addressing concerns of residents. They are also willing to accept use conditions that residents are concerned about. Applicant Ghandi stated he is starting to build high end retail centers with good, quality tenants.

Donna Priest Brown asked if the 18-40 age group would be getting the most for their buck.

Rudy Morgan stated that the customer base would be small. She stated that her neighbors would be affected by the lights, noise, and crime. She stated The Parks of Stonecrest had a meeting and have a petition in opposition with 200 signatures.

Susan Lee stated she does not want or need another strip mall in the Turner Hill area. She mentioned traffic would become more congested and there are accidents at least once a week. She commented this would decrease home values.

Renee Cail stated a strip mall would be detrimental and a burden to residents. She also stated that the noise and lack of parking are also a concern. She would appreciate developers not changing zonings or laws. She welcomed Councilmember Washington and stated her opposition to the project.

The City Clerk, Sonya Isom, read a public comment in support of this development by Jimmy Clanton Jr.

Motion - made by Councilmember Tara Graves to deny RZ 22-007 3310, 3320, 3330 Turner Hill Road. Councilmember Rob Turner seconded.

Motion passed unanimously

XIII. NEW BUSINESS

a. For Decision - SDP22-000014 Flat Rock Village Subdivision - Ray White

Ray White, Planning and Zoning Director, gave an overview. The applicant is requesting approval of a final plat for the Flat Rock Village Subdivision that will consist of 20 lots. Director White stated the applicant will follow the Arabia Mountain development standards and that staff recommends the sub-division be approved.

Councilmember Tammy Grimes asked about the Preliminary Plat and when it was started. She also questioned what the original plans were for this property and when it changed to residential. Director White clarified that it came from Dekalb County and was transferred to the City of Stonecrest, stating it is not a rezoning.

Mayor Pro Tem George Turner asked about access points and interior roads to the property. He also asked how the easements were addressed. Director White stated that the access points were reviewed and there would be an access road that would prevent impediment of other properties.

The applicant, Kenneth Reeves, provided details and background of the development, including the history of attempting to gain approval of the final plat. He also clarified the access points of the properties and the locations of the gated entrances to the property.

Motion - made by Mayor Pro Tem George Turner to approve SDP22-000014 Flat Rock Village Subdivision final plat. Councilmember Rob Turner seconded.

Motion passed unanimously.

b. For Decision - SDP22-000015 The Enclave at Arabia Mountain - *Ray White*

Ray White, Planning and Zoning Director, gave an overview. Applicant is requesting approval of the subdivision preliminary plat for the Enclave at Arabia Mountain. Staff recommends approval of the subdivision preliminary plat.

Mayor Pro Tem George Turner asked about the R-100 classification. Director White explained that the property is not a rezoning and Keedra Jackson further explained that this property is in the Arabia Mountain Overlay and takes precedence. There was more discussion about the R-100 classification and the Arabia Mountain Overlay.

Mr. Moorhead gave some insight and information related to the development and sizing of the homes to be built. The civil engineer for the development, Mr. McIntosh also gave some insight and details about the development.

Motion - made by Councilmember Tammy Grimes to defer SDP22-000015 for further discussion to the next scheduled City Council meeting. Councilmember Tara Graves seconded.

Motion passed unanimously.

c. For Decision - PPS Contract Renewal - Municipal Court of Stonecrest - *Chief Judge Curtis W. Miller*

Chief Judge Curtis Miller gave an overview of the probation contract renewal. Judge Miller stated the contract included an increase from \$40 - \$45.

Motion - made by Councilmember Rob Turner to approve the Professional Probation Services Contract Renewal. Councilmember Tara Graves seconded.

Motion passed unanimously.

d. For Decision - Renewal of Contract with Judge Sheridan - *Chief Judge Curtis Miller*

Winston Denmark, City Attorney, gave an overview of the contract renewal for Judge Sheridan.

Motion - made by Councilmember Tammy Grimes to approve the renewal of contract with Judge Sheridan for one year. Councilmember Rob Turner seconded.

Motion passed unanimously.

XIV. CITY MANAGER UPDATE

Gia Scruggs, Acting City Manager

National GIS Day was November 16, 2022 and a representative from InterDev gave an outstanding presentation to staff. She stated the various ways the city currently uses GIS and the future uses of GIS via the City's website.

Ms. Scruggs acknowledged the Municipal Court and their recent accomplishment and aware for Program of the Year by Court Connect for the municipal externship program.

Ms. Scruggs gave an update on the City paving and stated that the bid packages, completion dates, and an updated paving list have been listed on the City's Website. She also stated City

will be ahead of schedule and will get the solicitation for next year's paving out prior to the end of the year.

Ms. Scruggs stated there will be a detailed ARPA update from Berry Dunn at the December 12th work session.

She also mentioned the Winter Wonderland tree lighting on December 10th and asked all residents and Council to join us at Browns Mill.

XV. MAYOR AND COUNCIL COMMENTS

District 1, Councilmember Tara Graves - Holiday Appreciation Breakfast this Saturday for Committee members will be held at 8:30am at Arizona's. She would also like to start a Beautification Committee in January. Encouraging everyone to Go Vote!

District 2, Councilmember Rob Turner - Early voting has begun. Let's Vote!

District 3, Councilmember Alecia Washington- Excited to be working with everyone. Thanked everyone who voted for her and members of Council for calling and congratulating her.

District 5, Councilmember Tammy Grimes - Early voting has begun, begging you all to please go vote! Thanks to those who help the city look good. Happy to see the progress at Salem Park. Challenging District 5 to watch a City Council Work Session or City Council Meeting one month and to send an email letting her know you watched. Asked citizens of District 5 to send their email addresses to her at tgrimes@stonecrestga.gov. Jewels mentoring is having a Cotillion at New Black Wall Street this Saturday from 7-10pm.

Mayor Jazzmin Cobble - Thanks to all volunteers and those who came out for the Turkey Drive. Holiday Tree Lighting event is Saturday, December 10th. There will be a Winter Wonderland and she is excited about the surprise in store! The event starts at 4pm and the program begins at 6pm. Please come on out and be a part of the fun!

District 4, Mayor Pro Tem George Turner – There was a power loss in City Hall last week leading to the agenda going out a little late. We are working to improve the process and the Work Session agenda will go out tomorrow. Please attend the Tree Lighting and get out and vote!

XVI. EXECUTIVE SESSION

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

XVII. ADJOURNMENT

Motion - made by Councilmember Alecia Washington to adjourn the meeting at 9:05pm. Councilmember Tara Graves seconded.

Motion passed unanimously.

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CITY COUNCIL AGENDA ITEM

SUBJECT: Transportation Master Plan initiative – Bike, Pedestrian, and Path Study

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Sunday, November 27, 2022

SUBMITTED BY: Gia Scruggs, Finance Director, on behalf of Engineering – Transportation/SPLOST

PRESENTER: Gia Scruggs, Finance Director

PURPOSE: The transportation master plan included a bike, pedestrian and path study. City staff is requesting approval to fund this project in FY22 with SPLOST funding. The funding for this will be SPLOST – Public Works – Professional Services

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

(5) Attachment 5 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

SUBJECT: Economic Development Plan Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap here to enter text. & Click or tap here to enter text.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: Gia Scruggs, Finance Director on Behalf of Economic Development

PRESENTER: Gia Scruggs

PURPOSE: One of the Council priorities was to engage a vendor to perform Economic Development Plan study. The Finance Department published solicitation 2022-009 and received seven bids. The proposals were evaluated and Thomas and Hutton was the highest ranked vendor by the selection committee. The Finance Director is recommending the Economic Development Plan Study be awarded to Thomas & Hutton for a cost of \$98,490.00. The cost of this project will come from General Government – Economic Development – Professional Services.

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - Thomas & Hutton Proposal



CITY COUNCIL AGENDA ITEM

- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 -
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



REQUEST FOR PROPOSAL (RFP) NO. 2022-009
2022 ECONOMIC DEVELOPMENT PLAN
CITY OF STONECREST | GEORGIA
AUGUST 22, 2022 | 2PM



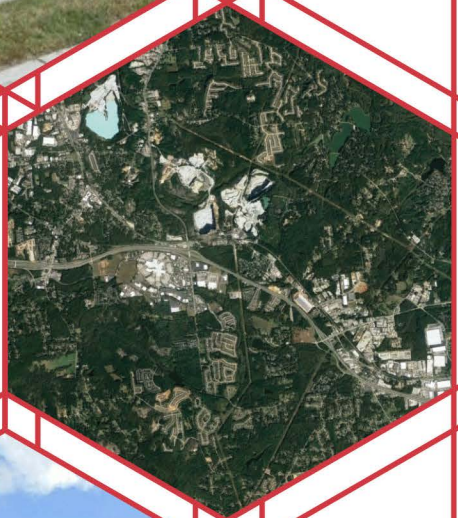
Three Points Planning



5553 Peachtree Road, Suite 175 | Chamblee, GA 30341 | 470.893.1700 | thomasandhutton.com



Item IX. b.



FIRM EXPERIENCE



FIRM EXPERIENCE

FIRM INFORMATION

Established in 1946, Former US Army Corps of Officers, Hue Thomas and Joe Hutton, joined forces and opened an engineering firm in Savannah, GA. Today, **Thomas & Hutton Engineering Co.** stands as one of the most well respected and established consulting and engineering firms in the Southeast with over 400 employees throughout nine regions in Georgia, South Carolina, North Carolina, and Tennessee. Headquartered in Savannah, GA, Thomas & Hutton also has 12 other office locations; Chamblee, Buford, Covington, and Brunswick, GA; Columbia, Charleston, Greenville, and Myrtle Beach, SC; Charlotte, and Raleigh, NC; and Nashville and Smyrna, TN.

Thomas & Hutton utilizes our technology and associated technical resources, to provide innovative solutions to complex engineering and design challenges. Our talented people design infrastructure that breathes life into our communities, brings prosperity and jobs, and are catalysts in delivering our promises that cultivate meaningful relationships.



We provide professional consulting; civil, environmental, structural and marine, transportation, water resources, and water and wastewater engineering; surveying; planning; landscape architecture; geographic information system (GIS), and construction administration services to clients in an array of markets in Georgia, South Carolina, North Carolina, Tennessee, and throughout the southeast.

DRIVEN FOR SOLUTIONS. POWERED BY PASSION.

Thomas & Hutton offers a multidisciplinary range of services to assist clients in project success. We design with the future in mind. Our passion is providing civil engineering and related services to design places that become timeless, transforming into vibrant places full of vitality and building a strong sense of community. Creating devices, techniques, and implementation strategies that help build a better vision and a healthier community are a part of our overall culture.

We are a tight knit privately held corporation that works efficiently on projects while maintaining close client professional relationships. Our principals are actively involved with client communications and project performance. Our project managers, surveyors, design engineers, landscape architects, and GIS professional personnel assure that each project is completed efficiently according to the scope, schedule, and budget.

OUR HISTORY IN NUMBERS

100%

Employee
Owned

75+

Continual
Business

12

Market
Sectors

9

Regions

400+

Dedicated
Employees

QUALIFICATIONS

Thomas & Hutton partners with local and state-level economic development agencies to help clients create their vision and provide solutions for attracting industries to our communities.

Our process includes:

VISION: We help our partners determine priorities to develop a “blueprint” for economic development, including budget, scale, workforce, utilities, and other factors necessary for success.

LAND ANALYSIS: Based on land criteria, we assist in locating and evaluating available property for commercial, industrial, mixed-use, and residential development.

PLANNING & DESIGN: After a property is identified, we provide master planning, survey, design, permitting, and construction phase services to develop sites. This often includes off-site infrastructure improvements.

SITE SELECTION ASSISTANCE: When the sites are planned and developed, we assist our economic development partners in attracting industries to locate therein. Assistance includes site certifications, Request for Information (RFI) responses, site visits, and creation of graphics and marketing material to promote the community and site.

Thomas & Hutton is responsive, consistent, professional, and committed to client satisfaction. We've developed vast experience working with municipalities, local governments, and economic development authorities on planning and designing facility and infrastructure projects. We maintain professional relationships with state economic development project managers, as well as nationally recognized firms specializing in industrial development and site selection.

Our experience includes working on more than 75 state site selections, 20+ miles of planned and constructed railroad, and 30+ miles of design and constructed industrial park roads; assisting with \$9.5 million in economic grants and loans awarded for projects; master planning 35,000 acres of industrial parks and 250+ million square feet of distribution warehouse and manufacturing space; and design of over 55 million square feet of constructed distribution warehouse and manufacturing from North Carolina to Florida.



SUBCONTRACTORS

THREE POINTS PLANNING



THREE POINTS PLANNING

After 20+ years in economic development research and practice, Lynn Patterson launched Three Points Planning in 2016 with the guiding principle that planning efforts should aid in realizing great communities, not just planning them. Three Points combines its national and international expertise and a history of research and implementation with experience in public and private sectors to offer creative and feasible solutions for economic development and sustainability planning and projects. Three Points' clients include local governments and organizations for economic development planning and municipal planning services; private developers on master and site plan development, entitlements, and implementation; and industry with site selection and incentives negotiation services for new facilities, facility and workforce expansions and facility re-locations. Three Points Planning is a certified DBE in the state of Georgia.

Three Points offers the following services:

Economic Development Strategy

- ✓ Economic Development Program and Incentive Review
- ✓ Targeted Business Strategies
- ✓ Economic Development Base Analysis
- ✓ Retention and Expansion Surveys
- ✓ Developer Services Frameworks
- ✓ Private Sector Planning and Development

Local Government Planning & Zoning

- ✓ Comprehensive Plans
- ✓ Livable Communities Initiatives Plans
- ✓ Downtown Development Plans
- ✓ Master Planning
- ✓ Strategic Planning
- ✓ Design Guidelines
- ✓ On-Demand Planning & Zoning Services
- ✓ Economic Development Planning

Site Selection

- ✓ Incentives Negotiation
- ✓ Entitlements
- ✓ Zoning

Other Services

- ✓ Community Engagement
- ✓ Grant Writing
- ✓ White Papers

GASKINS + LECRAW



Gaskins + LeCraw is an integrated practice offering professional planning, design, and civil engineering services.

In January of 2022, the firms, Gaskins and LeCraw, merged to form, Gaskins + LeCraw Inc. Together, they have provided services since 1974 and currently employ over 150 full-time staff in Georgia and field offices in Alabama, Mississippi, and North Carolina. They are a principal led, team focused organization, meaning their senior leadership fully engage in projects and serve as the primary client point-of-contact. They are supported by seasoned project managers and a talented group of professionals who are encouraged to bring forward their diverse and creative perspectives to ensure creative, yet practical, solutions to complex challenges.

Gaskins + LeCraw offers the following services:

- ✓ Community + Economic Development
- ✓ Campus + Land Planning
- ✓ Landscape Architecture
- ✓ Civil Engineering
- ✓ Land Surveying
- ✓ Entitlements

NICKEL WORKS CONSULTING



Nickel Works Consulting, LLC, led by Nicole McGhee Hall, is a woman-owned Disadvantaged Business Enterprise (DBE) firm registered with the State of Georgia. Nicole has a B.S. in Civil Engineering from Prairie View A&M University and has 30 years of work experience in the public and private sector. Nickel Works is focused on economic development, through business development, community development and engagement, government relations and planning. Nickel Works facilitates redevelopment and planning initiatives in the Commercial Real Estate (CRE) and the Architectural, Engineering, and Construction (AEC) industries,

unifying residents/businesses, community organizations and government stakeholders. The firm employs innovative and grass-roots stakeholder engagement strategies with an approach that is cross-generational and multi-cultural. The Nickel Works team has developed a niche implementing state-enabled economic development legislation. They are specifically adept in the formation, administration, and expansion of Community Improvement Districts (CIDs) which allows them to have an expansive network of stakeholders in multiple communities throughout metro Atlanta. The firm has developed a proven method of managing outreach and public relation processes which consists of informing, consulting, involving, collaborating, and empowering.

DOWNTOWN STRATEGIES



downtown strategies

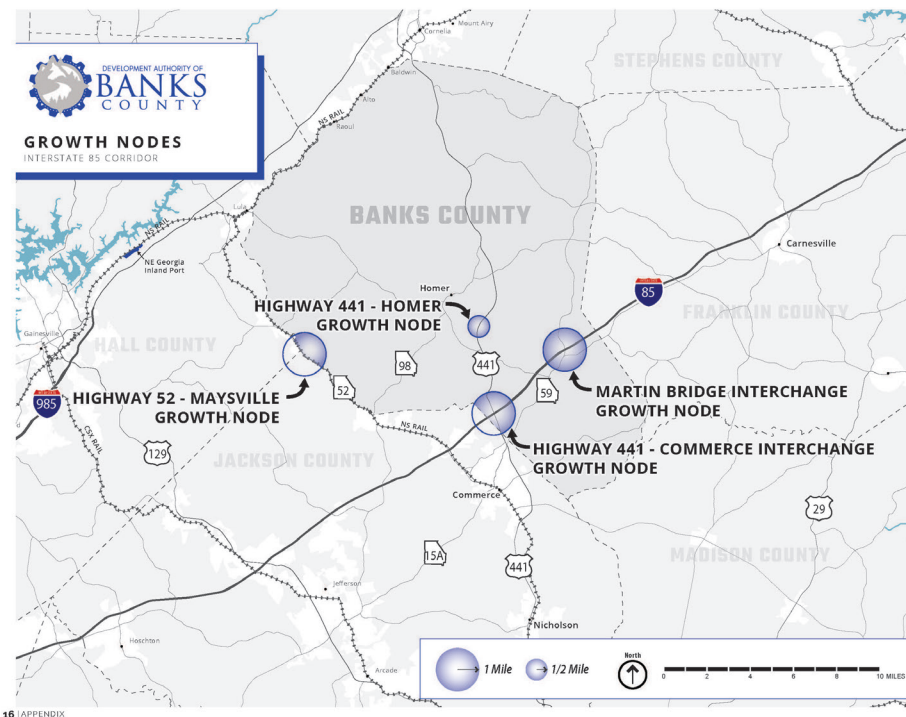
Downtown Strategies is a consulting firm specializing in solutions for community development, downtown revitalization, retail recruitment, non-profit board development, governmental relations, and public affairs. The firm work with retailers, brokers, and developers to find best-fit businesses for the communities they assist.

Downtown Strategies offers full service recruitment, retention, data support, and conference representation. They provide their clients with the knowledge, tools, and resources to target recruitment efforts efficiently. They take practical steps to revitalize community centers and implement best-practice place making, drawn from other successful communities. Other services include advising, small business support, city websites, feasibility studies, research and data, and event speaking.

STRATEGIC ECONOMIC DEVELOPMENT PLAN EXAMPLES

ECONOMIC DEVELOPMENT PLAN

BANKS COUNTY, GEORGIA



CLIENT CONTACT

Development Authority of Banks County
Hannah M. Mullins
(Former Executive Director, Banks County Industrial Development Authority)
Executive Director, Candler County Industrial Authority
912-314-4565
hannah@selectcandler.com

PROJECT COMPLETION DATE

2019

PROJECT SCOPE

- Stakeholder Engagement
- Economic Development Analysis
- Industrial Development Analysis
- Retail Development Analysis
- Residential Development Analysis
- Greenspace Connectivity

PROJECT SIMILARITIES

- Extensive Stakeholder Process
- Created an Economic Development Guide for the Next 5 to 10 Years

Our team provided professional consulting services in developing an Economic Development Blueprint for Banks County.

Located strategically between Greenville, South Carolina and Atlanta, Georgia, Banks County is at the intersection of Interstate 85 and US Highway 441 and is home to approximately 19,000 residents. The Economic Development Plan serves as a guide for smart growth and development and provides implementation strategies for Banks County.

The plan includes:

- Recommendations for future placement of infrastructure
- Plans for industrial, commercial, and retail marketing, including recommendations for placement/location for future industrial/commercial use, a deteriorating building located in an opportunity zone, and addressing retail gaps (i.e. grocery, pharmacy, full-service restaurant)
- Recommendations for formalizing incentive packages for retail, commercial, and industrial development
- Plans for housing options, including identification of existing gaps in housing throughout the county and recommendations for placement/location of new housing options
- Identification of public and private partnership opportunities and investment
- Identification of open space and plans for acquisition/development of open space

ECONOMIC DEVELOPMENT PLAN

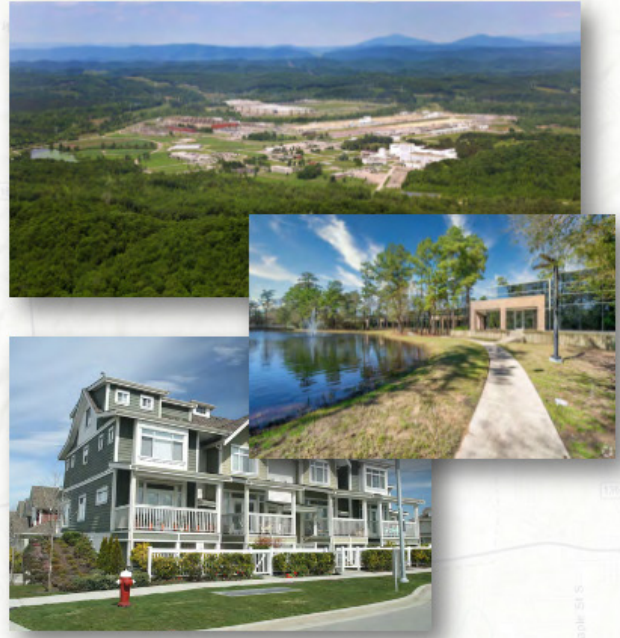
DAWSON COUNTY, GEORGIA



Priority Development Area GA 400 North Mixed Use

GA 400 North
D - GA 400 North Mixed Use
+/- 425 Acre Planning Area

- 85 gross / 60 net acres of commercial/mixed use
 - Mostly office with some highway-oriented retail
- 115 gross / 80 net acres of Office/Technology Park use
- 225 gross / 150 net acres of industrial use
- Opportunity to create a focus on technology related industries due to broadband availability
- Incorporate opportunities for workforce housing units associated with job creation of closely located commercial and industrial
- Include greenspace and trails throughout the development area that will benefit employees and residents and protect the Etowah River corridor



Our team provided professional consulting services in developing an Economic Development Blueprint for Dawson County.

Ideally located in the foothills of the North Georgia Mountains, Dawson County is 40 miles north of Atlanta and bordered by two of the fastest growing counties in the southeast United States - Forsyth and Hall Counties. Dawson County has the opportunity to be proactive in its response to development pressures. Dawson County's growth is already emerging in a number of ways. One of its strongest sectors, retail development, has boomed with the location of the outlets and other retailers at the intersection of GA 400 and SR 53. We developed an economic development plan to enable the County to achieve its development goals by leveraging its assets and embracing new opportunities.

The plan includes:

- Recommendations for future placement of infrastructure
- Plans for industrial, commercial, and retail marketing, including recommendations for placement/location for future industrial/commercial use, a deteriorating building located in an opportunity zone, and addressing retail gaps (i.e. grocery, pharmacy, full-service restaurant)
- Recommendations for formalizing incentive packages for retail, commercial, and industrial development
- Plans for housing options, including identification of existing gaps in housing throughout the county and recommendations for placement/location of new housing options
- Identification of public and private partnership opportunities and investment
- Identification of open space and plans for acquisition/development of open space

This Economic Development Plan led to the Dawson County Greenway & Trail Master Plan for Dawson County.

CLIENT CONTACT

Dawson County Chamber of Commerce
Betsy McGriff
(Former Economic Development
Director, Dawson County Chamber of
Commerce)
229-402-3796
betsy@coopergc.com

PROJECT COMPLETION DATE

2021

PROJECT SCOPE

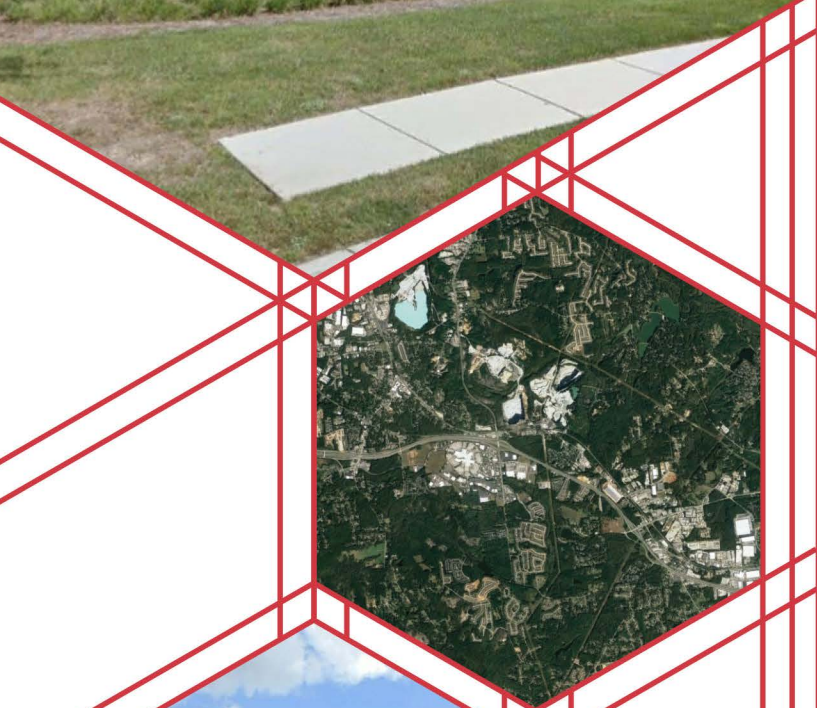
- Stakeholder Engagement
- Economic Development Analysis
- Industrial Development Analysis
- Retail Development Analysis
- Residential Development Analysis
- Greenspace Connectivity

PROJECT SIMILARITIES

- Targeted Industry Identification
- Incentives Recommendations
- Extensive Stakeholder Process
- Created an Economic Development Guide for the Next 5 to 10 Years



Item IX. b.



PROJECT APPROACH



PROJECT APPROACH

Located in southeastern DeKalb County and an integral part of the Metro Atlanta area, the City of Stonecrest is located along the I-20 corridor which separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s, and active quarries that predate incorporation by 130 years. The City is blessed with retail, suburban neighborhoods, and natural features (Davidson-Arabia Mountain Nature Preserve and Arabia Mountain National Heritage Area), other City parks, and a Trappist Monastery. With a population of nearly 60,000 and proud to be one of the largest African American Cities in Georgia, Stonecrest is primarily a bedroom community sending off commuters each day to other parts of the Metro area. This Economic Development Plan proposal seeks to create more local job opportunities, entrepreneurial opportunities, commercial development and a thriving, connected new town center.

OUR TEAM APPROACH

The Thomas & Hutton team is a well-versed team of highly qualified professionals who work as practitioners on all sides of the economic development table. We are planners developing economic development strategies for cities and counties; economic development and planning professionals implementing strategies; partners in attracting large and small businesses to cities and counties throughout the Southeast; designers of development projects; researchers of best practices and thought leadership; and grant seekers, writers, and administrators. We will utilize these many talents to develop a plan that is simple, feasible, and effective to attract high quality development, businesses, and jobs to the City of Stonecrest.

Our team's broad approach is one that leverages practical experience that translates into identifiable results with supportive services to ensure a feasible action plan in bringing to fruition the well-thought-out plans. Our content and action specific approach to Economic Development strategic planning is two-fold: (1) utilize an asset-based economic development approach to leverage the City's existing assets to create economic development opportunities; and, (2) identify, foster, and pursue human and financial resources to implement the economic development action plan in a timely and effective manner. Essential to our approach is partnering with our Community Team (Economic Development Director and other City of Stonecrest representatives as identified by the City).

THE PLAN DEVELOPMENT PROCESS

The Plan Development Process for Stonecrest has four distinct segments. These are plan review, stakeholder input, existing conditions assessments, and plan strategy.

Plan Review

Our team will begin by immersing ourselves in learning as much as we can about Stonecrest and the region, its character, characteristics, statistics, history and trends. We will review existing resources, such as, but not limited to:

- Stonecrest Livable Centers Initiative (LCI) Plan (2014)
- ULI Technical Assistance Panel on the East Metro Dekalb CID (2016)
- DeKalb County Industrial Inventory Study (2016)
- City of Stonecrest Comprehensive Plan (2019)
- Dekalb County Strategic Economic Development Plan (2019)
- Stonecrest Development Authority MOU with Allen Family Stonecrest LLC (2019)
- City of Stonecrest Parks and Recreation Master Plan (2020)
- City of Stonecrest Transportation Plan (2020)
- City of Stonecrest Freight Cluster Plan (TBD)
- City of Stonecrest Film and Entertainment Strategy (TBD)

Combining the quantitative data provided by sources such as the US Census Bureau, Bureau of Labor Statistics, the state of Georgia with qualitative data garnered through the public engagement and input activities (see below), we will compare the conditions in Stonecrest, regionally and with the southeastern United States.

Stakeholder Engagement

Led by Nickel Works, we will begin our public input/engagement process to uncover the City's strengths (and weaknesses) and assets (and liabilities) to establish building blocks for economic development opportunities and uncover areas that need attention and improvement. After our kick-off meeting with the Economic Development Director, we will host an interactive public input session where we will invite City leaders, businesses, and the community at-large to share their economic vision and what they know makes the City a great place for business and residents, as well as areas that require improvement. We will also hold smaller sessions with select stakeholders in the City to identify their vision, specific assets, needs and wants for local economic development. Not only do these conversations help create the vision for economic development in Stonecrest, but they also identify opportunities for staff to create a legion of ambassadors to facilitate implementation. A public survey will round out the initial public input. The results of the stakeholder input will be combined with the existing conditions assessments to identify key areas of focus for the Plan.



Existing Conditions Assessment

Our existing conditions assessments will occur concurrently and with interaction between our teams. The business assessment will consider existing businesses (business license data, US Census data, survey responses) to identify the existing business mix. The workforce assessment will identify the existing local and regional labor pool, their current qualifications, occupations, and industries as well as locally available resources, including local training and housing opportunities to support the workforce. The land use assessment will track existing land use clusters, potential connectivity to trails and parks, light industrial commercial opportunities, and infrastructure across the City and also focused on the Stonecrest Mall area, Panola Road and Turner Hill. Our town center experts, Retail Strategies and Thomas & Hutton will evaluate the opportunities to create a vibrant live, work, and recreate center.

The strength of our team is best manifested in our ability to work across the silos to create a plan that takes into account the reality of development – feasible sites, identifying and enhancing local workforce, and targeted industries that will succeed in the market and in concert with these other critical factors.



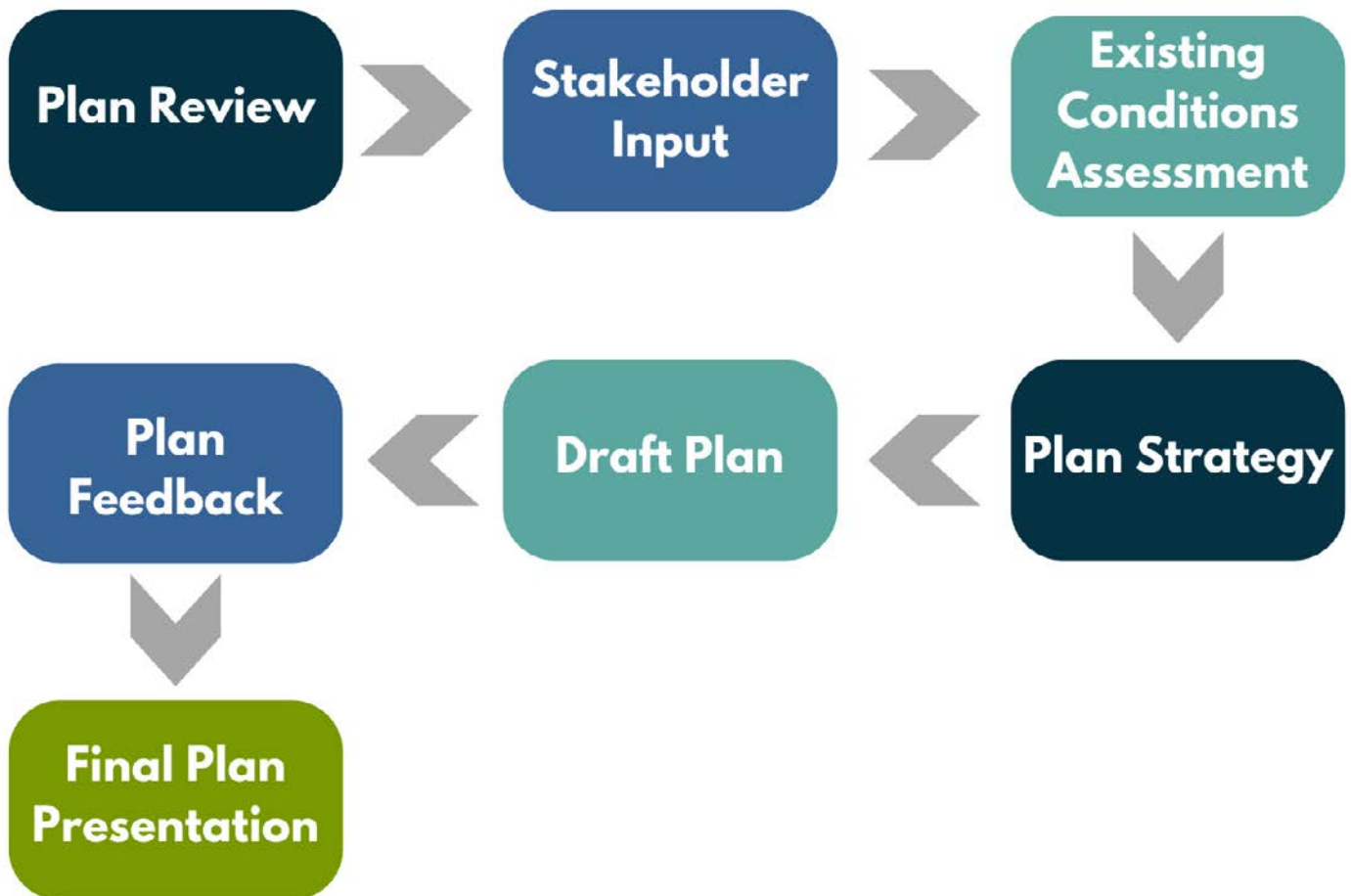
Plan Strategy

Armed with this knowledge, we will engage our practical expertise and best practices knowledge, in coordination with the Economic Development Director, to tailor short and long term strategies that best suit the City of Stonecrest that are in line with the community's vision for its economic development future. We advocate that economic development is a comprehensive endeavor and interdependent with the region and beyond. These strategies include interdependencies that require looking regionally at businesses, workforce, partnerships, and infrastructure. The recommended strategies will include supporting existing businesses and evaluating the existing targeted industries for the City of Stonecrest. While undoubtedly the new industries will attract workforce from across the region, an essential component of the plan is to offer a solid, local workforce base. We will identify opportunities to support and grow the local workforce by identifying necessary resources and services needed to fully develop local talent.

We view our role and responsibilities as advisors and partners in Economic Development and will engage in regular communication with the Economic Development Director to share our progress and ideas community which is critical to crafting a successful Plan. We will share the Draft Economic Development Plan and incorporate feedback from its circulation as deemed appropriate by the EDD. The Final EDP will be presented to the City of Stonecrest in a public meeting.

The best practices, tools, and policies and their associated action plans our team develops for the City of Stonecrest will have an approximate three to five year timeline with some long term goals on the horizon. As stated earlier, the EDP is a guide for policies and programs and activities. It is meant to be dynamic in nature. As the City moves through implementation our team is available to assist in re-evaluating, redirecting, and crafting responses to unforeseen changes in the market and across communities.

TIMELINE INCLUDING ACTIVITIES AND DELIVERABLES



DELIVERABLES

We strongly believe that an Economic Development Plan, much the same as a Comprehensive Plan, is a dynamic plan that does not sit on a shelf, but rather is a desk top daily and quarterly reference tool. It will provide guidance to the Economic Development Department and to the City Council for their policy and funding decisions, and opportunities for public and private engagement to improve the City's economic base and quality of life.

Our team will provide meeting summaries from each of the stakeholder meetings and the survey. We will provide an electronic version of Draft Plan for discussion with the Economic Development Director and City. Based upon feedback from the Draft Plan, we will produce the final plan and present it to the City Council or as directed by the Economic Development Director. The final deliverable will include a digital copy of the EDP and five bound color copies.

WHY THE THOMAS & HUTTON TEAM

A project of this scope and magnitude requires in-depth knowledge of the community, careful, thoughtful analysis, and clear steps for implementation. We view the Economic Development Plan as an opportunity for building a strong team for successful implementation.

The entire Thomas & Hutton team provides expertise and support with real- world experience in implementation. Our team believes in truly getting to know the community and helping educate the broader community on the opportunities that abound with quality economic development. As a planner, practitioner, and educator, Dr. Patterson will both convey to the City and community at-large, the role and need for economic development in shaping the City's future and provide practical expertise with the business mix and workforce development portions. Ralph Forbes's vast experience with the state's Economic Development and private sector projects is well known throughout Georgia and across the Southeast and his advisory capacity for this project includes leveraging these connections. Ryan Thompson, our landscape architect, will review previous land-based studies and advise on connectivity and new greenspace opportunities to enhance and bring additional aesthetic and function value to the economic endeavors through design. Andy Camp with Gaskins+LeCraw will provide expertise in business attraction and incentives with his knowledge of development. Mill Graves with Retail Strategies will share his placemaking capabilities and knowledge of town centers. Nicole Hall will lead our stakeholder engagement efforts to ensure that all voices are heard. Brad Rife, our lead graphics designer, will design the City of Stonecrest, marketing integration, and designing the final deliverable.

We would further encourage the County to view our team as their post-plan creation Economic Development Implementation Resource Team. The Economic Development Plan deliverable will include a series of specific initiatives, tools, resources, and proposed timelines, our team can assist through on-going on-call expertise and resources.



Item IX. b.



PROJECT TEAM

RESUMES OF KEY PERSONNEL

ORGANIZATION CHART



Ralph Forbes, PE
Principal-in-Charge

Lynn Patterson, PhD
Project Manager (DBE)

Andy Camp
Retail Analysis Consultant

Ryan Thompson, PLA
Landscape Architect/Land Planner

Brad Rife
Graphic Designer

Nicole Hall
Public Outreach (MWBE)

Mill Graves
Downtown Planning

- KEY**
- Thomas & Hutton
 - Three Points Planning (DBE)
 - Gaskins + LeCraw
 - Nickel Works Consulting (MWBE)
 - Downtown Strategies

RALPH FORBES, PE | PRINCIPAL-IN-CHARGE



50 Park of Commerce Way
Savannah, GA 31405

forbes.r@tandh.com

912-234-5300 Office
912-721-4157 Direct

EDUCATION

BS, Civil Engineering, 1983, Georgia
Institute of Technology

PROFESSIONAL REGISTRATIONS

Professional Engineering in GA, NC

PROFESSIONAL AFFILIATIONS

- Georgia Economic Developers Association
- Georgia Society of Professional Engineers
- Georgia Tech Alumni Association
- Leadership Savannah, 2000
- BETA Board Member
- Georgia Southern University Construction Management Advisory Board, Member
- Southern Economic Development Council

CORE COMPETENCIES

- Project Management
- Site Selection
- Land Analysis
- Infrastructure Development
- Drainage Analysis
- Drainage System Design
- Utility System Design
- Permitting
- Funding Assistance
- Industrial Park Design

Ralph has 39 years of experience in consulting, engineering, planning, and design of municipal government projects as it relates to industrial/commercial sites. This includes site selection, land analysis, infrastructure in developing industrial parks, such as major roadways and rail, drainage analysis and system design, and utility system design for private and government development. His expertise also includes site selection consulting, funding assistance, planning, permitting, construction cost analyses, contract documents, preparing technical specifications, bidding, and construction coordination.

Ralph is the “go-to” engineer for the State of Georgia Department of Economic Development. His presence is felt all across the state as he and Thomas & Hutton work with over 70 Georgia communities in planning and creating opportunities for facility development within those communities. This includes economic development studies, land evaluation, funding assistance, and assistance with prospect visits and site selection. There have been a number of communities in recent years that can relate their success to the attachment of Ralph and Thomas & Hutton.

Ralph is instrumental in evaluating mega sites across Georgia for State investment. Working alongside GDEC and the Governor's office, State and ARPA funds were used to acquire sites and provide water and sewer to serve the EV industry. Ralph has been instrumental in attracting industries such as Rivian EV car plant in Stanton Springs, and Hyundai EV car plant in Bryan County to the State. He has also provided planning and engineering to bring Facebook, Microsoft, and other tech companies to the Metro-Atlanta area.

Ralph will serve a critical advisory role for the City of Stonecrest Economic Development Plan. He will work closely with the team to evaluate the SWOT analysis, existing infrastructure, and target industry strategies. He will serve as the contact point for the City to connect with the State of Georgia.

PROJECT EXPERIENCE

Dawson County Economic Development Plan, Dawson County, GA, Principal-in-Charge for an economic development plan to layout blueprint for infrastructure planning for smart growth in retail, residential, and industrial development in Dawson County. Work included detailed analysis of labor force, retail analysis, and industrial identification to identify sites best suited for growth.

Banks County Economic Development Plan, Banks County, GA, Principal-in-Charge for developing an economic development plan to include a blueprint for infrastructure to allow for smart growth for residential, retail, and industrial development in Banks County. Work included a detailed analysis of work force, economic data of the county, retail analysis, and industrial planning to identify sites within the County for future growth.

White County Economic Development Plan, White County, GA, Principal-in-Charge for providing a plan for the White County Development Authority to leverage its existing resources and create the community that fulfills its own identified destiny. Our team is working closely to present the best possible options for White County's economic development future. Work includes stakeholder engagement, economic development analysis, industrial development analysis, retail development analysis, residential development analysis, and greenspace connectivity.

Newton/Walton County, Covington/Newton County Economic Development Authority and Walton County Economic Development Authority, Principal-in-Charge for consulting and planning services to master plan over 6,000 acres of land around an existing interchange. The land is to be used for technology type businesses, retail, heavy manufacturing, light manufacturing, and residential development. Planning and off-site improvements for infrastructure included road network and existing road improvements and an extension of a rail spur was planned and coordinated for future rail access. An overall master plan, with associated cost projected of time, of the utilities to serve the 6,000 acres was developed.

LYNN PATTERSON, PhD | PROJECT MANAGER



2376 Sagamore Hills Drive
Decatur, GA 30033

lynn.patterson@threepoints
planning.com

404-205-0123 Direct

EDUCATION

- PhD, City & Regional Planning, 2007, Georgia Institute of Technology
- MA, Geography & Regional Development, 1996, University of Arizona
- BA, Geography, 1993, Johns Hopkins University

PROFESSIONAL AFFILIATIONS

- GEDA, Member
- APA, Member
- GPA, Member

CORE COMPETENCIES

- Project Management
- Economic Development Strategy
- Site Selection
- Incentives Negotiation
- Municipal Planning & Zoning
- Entitlements/Rezoning
- Stakeholder Engagement
- Research
- Grant Writing

Lynn is an Economic Development and Municipal Planning Consultant and Principal with Three Points Planning, LLC (DBE). With over 25 years in the planning and economic development field, Lynn has broad experience in the areas of urban planning, sustainability, land development, location and site selection, community and demographic analysis, and business attraction, expansion and retention program development.

Lynn's state and local planning expertise and experiences include projects with planning and economic development organizations in Florida, Washington, Montana, California, Colorado, Texas, Kentucky, Maryland, and Georgia. She has worked within the private, public, and academic sectors with experience ranging from land development of an 800+ acre mixed-use environmentally sensitive site to site selection for Fortune 100 and 500 companies to local government economic development strategy creation. Lynn has successfully secured grants for municipalities for infrastructure funding, capacity studies, and affordable housing. As a part-time faculty member in the School of City Planning at Georgia Tech, Lynn regularly teaches undergraduate courses on city planning and graduate courses on local economic development planning, and studios focused on sustainability in economic development, redevelopment in transitioning communities, and the invisible homeless in exurban counties.

For the City of Stonecrest's Economic Development Plan, Lynn will lead the Thomas & Hutton Team bringing her local area expertise and knowledge to craft a robust and feasible action plan to further clearly identify City economic development visions and goals. She will be the point of contact and project manager for the EDP coordinating the Thomas & Hutton team to support the development of the Plan. Her depth of experience and knowledge of local municipal government in Georgia and specifically in DeKalb County and the Metro Atlanta region with her local economic development planning research offers a unique opportunity for the City of Stonecrest to both accomplish the fundamentals and explore ways in which the City may differentiate itself through innovation and a unique sense of place. Lynn's proximity further offers the Economic Development Director direct access to Lynn's expertise and guidance as well as the opportunity for critical in-person meetings with the City, businesses, and local organizations.

PROJECT EXPERIENCE

Economic Development Strategic Plan, Dawson County, GA, Economic Development Consultant for development of a county-wide economic development strategy. The strategy emphasized key activity centers highlighting local assets and complementary activities along the major transportation routes to preserve the natural environment. Included in the strategy were socio-economic, economic conditions, and housing data, visioning, stakeholder input, optimization of sites, workforce training programs and policies, targeted industry mix, incentive review, implementation strategies, and evaluation matrices. We have continued to provide expertise to Dawson County for implementation.

Economic Development Blueprint, Banks County, GA, Economic Development Consultant for development of a county-wide economic development strategy. Included in the Blueprint were socio-economic, economic conditions, and housing data, visioning, stakeholder input, optimization of sites, workforce training programs and policies, targeted industry mix, incentive review, organizational structure, and public-private partnership opportunities.

Economic Development Strategy and Implementation, City of Williston, FL, Economic Development Consultant for the development of an economic development strategy and new economic development for the City's Comprehensive Plan. Utilizing asset-based development as the foundation, the strategy included a detailed implementation strategy for the community. The American Planning Association Small Town and Rural Planning Division awarded this plan the Vernon Deines Award for an Outstanding Small Town or Rural Plan (2019).

Windsor Stevens, Atlanta, GA, Planning Consultant for infill mixed-use developments in revitalization corridors in the City of Atlanta and City of Chamblee.



ANDY CAMP, LEED AP | RETAIL ANALYSIS



Andy plays a critical role in the planning and implementation across a wide-variety of projects types. He is skilled at discovering and aligning public and private interests with the programming and execution of projects in urban, suburban and rural communities.

Before joining Gaskins + LeCraw, Andy served as an economic development resource for nearly 70 communities with NextSite, an advisory firm, and the economic development officer for Carroll County, Georgia and the City of LaGrange, Troup County, Georgia. A graduate of the McWhorter School of Building Science at Auburn University, he spent fourteen years in the construction and development industries prior to entering economic development. His previous construction experience includes two hospitals, multiple data centers, and academic buildings for universities. For developers, he consulted on numerous industrial, commercial and residential land developments including two LEED certified projects. While responsible for growing local economies, his communities added over 5,300 jobs on the strength of their commercial, automotive, food and machinery sectors. He is a member of Leadership Georgia Class of 2015, previously a professional land surveyor in three states, and a LEED AP.

📍 3475 Corporate Way, Suite A
Duluth, GA 30096

✉️ acamp@gaskinsleecraw.com

☎️ 678-257-1922 Office
706-957-0696 Direct

For the City of Stonecrest Economic Development Plan, Andy will share his commercial real estate knowledge derived from years of experience with developers. He will provide demographic and industry data, conduct the commercial real estate analysis, and consult on targeted industry strategies and overall strategies.

EDUCATION

- BS, Building Construction, Auburn University
- Graduate of Economic Development Institute, University of Oklahoma

PROFESSIONAL AFFILIATIONS

- LEED AP
- Georgia Economic Developers Association
- International Council of Shopping Centers
- Professional Land Surveyor (retired)

PROJECT EXPERIENCE

Economic Development Strategic Plan, Dawson County, GA, Preparation and delivery of economic development plan for metro Atlanta community containing research and analysis on focused development areas, recommendations, and best practices to plan for economic resiliency, and consistency in development patterns that mitigate distress to existing infrastructure while planning for future expansion. A highlight of the project was preparing comparable research for the outlet center on GA Hwy 400, a high priority area for community resiliency.

Economic Development Blueprint, Banks County, GA, Preparation and delivery of economic development plan for rural community containing research and analysis on focused development areas, recommendations and best practices to plan for economic resiliency, and consistency in development patterns that mitigate distress to existing infrastructure while planning for future expansion. One highlight of the project was workforce housing needs while balancing constraints on the existing sewer system, operated by an adjacent, out of county, municipality.

Economic Development Strategy and Implementation, City of Williston, FL, Economic Development Consultant for the development of an economic development strategy and new economic development for the City's Comprehensive Plan. Utilizing asset-based development as the foundation, the strategy included a detailed implementation strategy for the community. The American Planning Association Small Town and Rural Planning Division awarded this plan the Vernon Deines Award for an Outstanding Small Town or Rural Plan (2019).

Bankhead Highway Corridor Plan, Carrollton, GA, In 2016, the City of Carrollton initiated a multi-year, publicly funded project focused on encouraging and promoting the orderly development and beautification of several major roadway corridors. A Working Committee, consisting of many stakeholders, including the Carroll County Economic Development Foundation, was formed to guide the process and to develop recommendations for multi-modal traffic and streetscape, pedestrian-scale buildings, site design standards and economic development incentives along the corridors. Critical components of the project included the Committee's work on the multiple corridor traffic studies that provided critical data and the use of this data in engagement sessions with community businesses and landowners potentially affected by proposals within the project area. The first corridor moved into action was Bankhead Highway. The highway (a traditional 1970-1980 GDOT-designed five-lane roadway with a continuous center turn lane) was well under capacity and heavily auto-oriented at the time of the project. Utilizing the information gathered during community engagement sessions, the Working Committee developed a set of specific recommendation to transform the function and image of the corridor. This included utilizing the recommendation in the traffic study to justify reducing lanes to provide the required area for bike lanes and curvilinear sidewalks on both sides of the roadway.

RYAN THOMPSON, PLA | LANDSCAPE ARCHITECT/LAND PLANNER



Ralph has 20 years of experience in landscape architecture and land planning and has worked on projects in Georgia, Florida, Tennessee, Colorado, South Carolina, and North Carolina. He is passionate about the impact that the design, planning and implementation of great public spaces can have on a community. To quote Ryan, "When my daughters ask me, 'Daddy, what are you drawing?', I love that I can always respond with, 'I'm designing and planning a place for people to enjoy.' That's one of the truly great things about being a landscape architect. We get to design "People Places" and create human-focused environments. Whether it's a single experience in a small commercial area, a generation in a planned community, or a lifetime in a civic/public space, there should always be a focus on designing for the people that may spend a moment or a lifetime there.

Ryan's cross disciplinary approach and appreciation for connectivity will enhance the Economic Development Plan by reviewing existing targeted areas for job and business creation and identifying key enhancements to the overall recommendations.

50 Park of Commerce Way
Savannah, GA 31405

thompson.r@tandh.com

912-234-5300 Office
912-721-4135 Direct

EDUCATION

BLA, Landscape Architecture, 2001,
University of Georgia

PROFESSIONAL REGISTRATIONS

Professional Landscape Architect in
GA, SC, FL

PROFESSIONAL AFFILIATIONS

- Urban Land Institute
- U.S. Green Building Council

CORE COMPETENCIES

- Recreation Planning
- Open Space Design
- Sustainable Design
- Community Planning
- Community Design
- Codes and Zoning

PROJECT EXPERIENCE

Dawson County Trails and Greenway Master Plan, Dawson County, GA, Landscape Architect who acted as the project manager for the County greenway and trails master plan development. Dawson County has many existing natural resources that make it unique in the State including Lake Lanier to the east, the Dawson Forest Wildlife Management Areas to the west, and other state and federally protected areas in the northern portions of the County. The final plan identified trail routes, construction types, preliminary cost estimation and discussions on implementation and funding sources.

Banks County Economic Development Plan, Banks County, GA, Landscape Architect for land planning and concept layout for proposed growth in assistance with developing an economic development master plan to serve as a guide for smart growth and development and to provide strategic implementation strategies for the County.

Highway 278 Community Improvement District (CID) Master Plan, Covington, GA, Landscape Architect/Project Manager for overall master plan that focused on transportation and beautification improvements for the 3.1-mile CID corridor. Specific focus was on developing a new "complete street" concept for US 278 that maximized aesthetics and alternative transportation, while recognizing that improvements to the vehicular circulation were necessary. Final master plan for the CID as a website to present concepts, share information and easily disseminate updated material and the plan's progress. We coordinated closely with the CID staff/board, Georgia Department of Transportation (DOT), and City and County stakeholders.

L. Scott Stell Park Master Plan, Chatham County, GA, Landscape Architect for the development of an updated master plan for the existing county park facility. A key component of the project planning was to look towards long-term solutions to increase the public use of the park. The final master plan focused on addressing additional active and passive recreation opportunities, expansion of the existing lake, improving safety through minimizing pedestrian and vehicular points of conflict, and solutions to improve security within the park.

Lake Mayer Master Plan Update, Chatham County, GA, Landscape Architect for the development of an updated master plan for the existing county park facility. A key component of the project planning was a study of the existing park facilities and how they were currently being used. The findings of the site study were then used to determine the optimum location for additional and/or relocated facilities within the park. The master plan included refinement and revisions based on County staff comments, with a particular concern on long-term maintenance needs. In addition to the master plan, which identified locations of future improvements to include a perimeter trails system and connections to the adjacent Truman Trail, the scope of the project also included the creation of a branding narrative for the entire Bacon Park area. This narrative identified opportunities and constraints for developing a cohesive way-finding program within the Bacon Park system of facilities.

BRAD RIFE | GRAPHIC DESIGNER



50 Park of Commerce Way
Savannah, GA 31405

rife.b@tandh.com

912-234-5300 Office
912-721-4123 Direct

EDUCATION

BA, Visual Arts: Graphic Design,
2014, Georgia Southern University
(Formerly Armstrong State
University)

PROFESSIONAL CERTIFICATIONS

FAA Part 107 Certified Remote Pilot

CORE COMPETENCIES

- Graphic Design
- Dock Permitting
- Wetland Permitting
- Entitlement Process
- Platting
- Drone Photography
- 3D Visualization
- Residential Site Development
- Commercial Site Development
- Industrial Site Development
- Project Start-ups
- Project Coordination

Brad has 21 years of experience in residential, commercial, and industrial site development. He is responsible for establishing the Thomas & Hutton Graphics Department and has been involved with the day to day operations of the department for the past nine years. His role within the company has been tailored to project start-ups and project coordination between various professions tied to the project with special emphasis on visual communication. He also leads Thomas & Hutton's drone program and is an FAA Part 107 Remote Pilot Certificate holder.

Brad's understanding of complex data and ability to transform it into understandable graphics to help visually communicate concepts and ideas has been instrumental to the success of his work. He is passionate about cartography and mapping and utilizes his mapping skills to enhance the final product. Brad is known for his innovative thinking when it comes to developing graphics and coming up with unique ways to share the end result with Thomas & Hutton's clients.

Brad is proficient in several software packages including 3-dimensional modeling (Sketchup) and rendering (Lumion 3D) programs, Adobe's Creative Suite (Illustrator, Photoshop, InDesign, Premiere Pro and After Effects), Autodesk's Civil3D and Infraworks as well as many of the Microsoft office applications.

Brad's graphic design expertise will be incorporated into the City of Stonecrest's Economic Development Plan by providing a quality City of Stonecrest Profile deliverable and Final Report for the City to showcase its assets as part of its marketing efforts.

PROJECT EXPERIENCE

Banks County Economic Development Plan, Banks County, GA, Graphic Designer for producing publication to share an economic development master plan to serve as a guide for smart growth and development and to provide strategic implementation strategies for the County.

Highway 278 Community Improvement District (CID) Master Plan, Covington, GA, Graphic Designer for developing and implementing a website to share an overall master plan that focused on transportation and beautification improvements for the 3.1-mile CID corridor. The website was used to present concepts, share information and easily disseminate updated material and the plan's progress.

Newton County Industrial Development Authority, Covington, GA, Graphic Designer for preparing multiple maps and exhibits related to the development of various industrial sites throughout Newton County.

Dawson County Economic Development Plan, Dawson County, GA, Graphic Designer for producing publication to share a comprehensive economic development plan to serve as a guide for smart growth and development and to provide strategic implementation strategies for the County.

White County Economic Development Plan, White County, GA, Graphic Designer for producing publication to share a comprehensive economic development plan to serve as a guide for smart growth and development and to provide strategic implementation strategies for the County.

Newton/Walton County, GA, Covington/Newton County Economic Development Authority and Walton County Economic Development Authority Master Planning, Graphic Designer for creating and maintaining maps and graphics related to economic development within Newton and Walton County. Also included the development of interactive maps for use on the Economic Development Authority's website.

MILL GRAVES | DOWNTOWN PLANNING CONSULTANT



downtown strategies

Mill Graves is the director of business development for Retail Strategies working with municipal leaders and economic development agencies in Georgia, Tennessee, and Kentucky to develop and execute their retail recruitment and community development initiatives. He has more than 10 years of economic development and project management experience with an urban planning background. He is passionate about engaging community stakeholders and helping communities realize their unique potential.

📍 2200 Magnolia Ave., Suite 100
Birmingham, AL 35205

✉️ mgraves@retailstrategies.com

☎️ 404-719-9773 Direct

Prior to Retail Strategies Mill worked as the Director of Economic & Community Development for Electric Cities of Georgia and their 52 municipal utility members. In this role he partnered with the State of Georgia to recruit new jobs and investment to the state, and also advised and implemented strategies for rural and urban communities in the areas retail and industrial site selection, downtown revitalization, and housing.

NICOLE MCGEE HALL | PUBLIC OUTREACH CONSULTANT



📍 1691 Phoenix Blvd., Suite 130
College Park, GA 30349

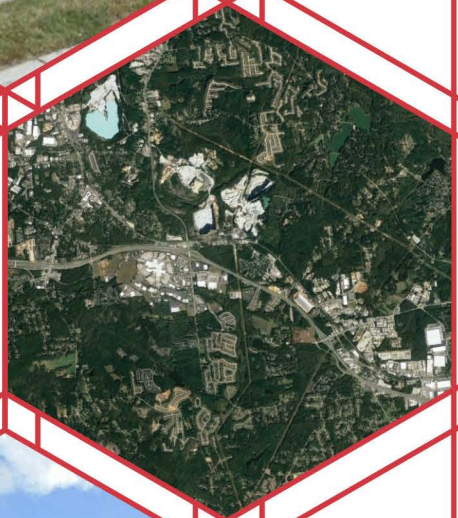
✉️ info@nickelworks.net

☎️ 678-525-2500 Office

Nicole has a B.S. in Civil Engineering from Prairie View A&M University and has 30 years of work experience in the public and private sector. She is focused on economic development, through business development, community development and engagement, government relations and planning. Nichole has vast experience in redevelopment and planning initiatives in the Commercial Real Estate (CRE) and the Architectural, Engineering, and Construction (AEC) industries, unifying residents/businesses, community organizations and government stakeholders. She has developed a niche implementing state-enabled economic development legislation. She is specifically adept in the formation, administration, and expansion of Community Improvement Districts (CIDs) which allows them to have an expansive network of stakeholders in multiple communities throughout metro Atlanta. Her firm has developed a proven method of managing outreach and public relation processes which consists of informing, consulting, involving, collaborating, and empowering.



Item IX. b.



REQUIRED FORMS

ITB NO. 2022-009
2022 ECONOMIC DEVELOPMENT PLAN

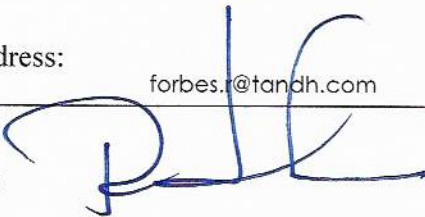
Company Name: Thomas & Hutton Engineering Co.

Address: 5553 Peachtree Road, Suite 175, Atlanta, GA 30341

Contact Person: Ralph Forbes, PE

Phone Number: 912-234-5300

Email Address: forbes.r@tandh.com

Signature: 

* Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the asphalt topping item. No separate line item will be included for traffic control.


**In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail.

RFP 2022-009
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Thomas & Hutton Engineering Co., ("Contractor"), whose address is 5553 Peachtree Road, Suite 175, Atlanta, GA 30341

_____ , and I further certify that:

- (1) The provisions of Section 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; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, Thomas & Hutton Engineering Co. certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: Thomas & Hutton Engineering Co. 

Date: August 11, 2022 Signature: _____

Title: Vice President/Principal-in-Charge

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Item IX. b.

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

August 22, 2022

City of Stonecrest
Gia Scruggs
Procurement Officer
3120 Stonecrest Boulevard, Suite 190
Stonecrest, GA 30038

Re: Request for Proposals (RFP) No. 2022-009
2022 Economic Development Plan

To Whom It May Concern:

The Thomas & Hutton team understands your mission of bringing professional jobs, quality retail and restaurants, and greater investment in the local workforce to the City of Stonecrest. In business since 1946, our team has seven decades of experience, resources, and capabilities to assist in your economic development strategic plan to promote growth and expansion through innovation, strategies, and technology.

We play an integral role in our clients' economic development success in the Southeast region and have experience preparing sites to accommodate new investment and growth while being challenged with the demand for industrial space in conflict with the existing neighborhoods/communities. We understand the concerns regarding density and the trend of build-to-rent subdivisions, the demand for more services in small communities, growing traffic density and transportation costs, and the need for higher-paying local employment opportunities. The Thomas & Hutton team is well versed in aiding municipalities in meeting these challenges and mitigating them. We will assist the City in attracting new career-wage jobs and community-minded employers while increasing the quality of life for the community.

Thomas & Hutton has an impeccable reputation for providing services in the economic development arena with job creation and economic investment, workforce development, and vitality projects. Our clients are development authorities, private industrial developers, general contractors, industrial brokers, and site selection consultants. Our experience gives us the understanding of the industrial development process, and we are well prepared to determine which portions of the City may be developed, must be mitigated, or should be avoided. To enhance our skill sets, we are teaming with Three Points Planning. They have extensive experience in economic development and sustainability planning and projects. We worked closely with Three Points Planning on several projects with great success. In addition, Gaskins + LeCraw is on the team with over 100 years of combined land development project experience working with communities to engage development.

Our team has a rich history of creating positive change for a vast number of municipalities and industries. We hope that we may be able to bring our experience into a partnership with the City of Stonecrest. Our plan is to meet with the City to create a plan for reviewing existing documents from the City and to gain public input, including public meetings, interviewing community partners, and creating a City of Stonecrest Economic Development Plan. This will assist in addressing concerns in our plan and for communication to the community. We know community input is key. Our team will be working with Nicole Hall at Nickel Works, a disadvantaged business enterprise (DBE), on creating a plan for engaging local stakeholders and the public for input on the Economic Development Plan.

We are the ideal candidate for this project because:

- ✓ **Our economic development and program management expertise will be an asset to the City.** Master planning over 35,000 acres of industrial parks and more than 250 million square feet of distribution warehouse and manufacturing space, Thomas & Hutton provides site selection services, RFI prospect assistance, site master planning, consulting, engineering design, and construction services for institutional-grade industrial, manufacturing, distribution, and warehouse projects. Our experience totals more than \$8 billion in community investment within the past 10 years for a variety of clients, including numerous development authorities along the southeast and industrial client services from coast to coast. We assisted in securing more than \$9.5 million in grants and loans and designed over 20 miles of rail and 30 miles of roads for industrial developments.
- ✓ **Our management and technical support staff are some of the best and brightest in the industry.** Thomas & Hutton's team of highly qualified personnel will provide you with the technical expertise to successfully complete the scope

of services requested. Our **Principal-in-Charge, Ralph Forbes, PE**, and **Project Manager, Lynn Patterson, Ph.D.**, along with our technical support staff bring significant experience and qualifications to infrastructure placement, incentive packages for commercial and industrial development, identification of housing gaps including retirement housing for seniors, and community engagement. We are not only proficient in our technical areas, but offer extensive experience in the planning and design of infrastructure specifically for new industrial sites and deteriorating buildings and structures.

- ✓ **We recognize the value of effective public outreach and strive to partner with the public and leadership to craft effective communications to support projects.** At the City's direction, we can present project overviews at stakeholder and public meetings to discuss intent, status, design issues, and cost-saving measures, and will solicit input for inclusion in the design or completion of the project. Our team presents on projects for public and private clients offering a clear and concise overview with easy-to-understand and detailed explanations for the audience. With solicited input, we can make educated decisions related to the appropriate stages of project progression and proceed with the public's support.
- ✓ **Our experience in Georgia is unmatched.** Ralph Forbes, PE has extensive experience providing project management for a broad range of development and implementation strategies in the Southeast. Our team partners with multiple municipalities and development authorities, such as the Development Authority of Dawson County, Development Authority of Banks County, White County, Greene County Development Authority, and Murray County. Three Points Planning works with DeKalb County for economic development incentives policy, Upson County for workforce analyses, Sandy Springs for a sustainability assessment, Albany-Dougherty County Economic Development Commission for a highest and best use study, and the City of Hapeville for on-demand planning and zoning services. Lynn was recently contracted to provide economic development advisory services to the Atlanta Regional Commission's Community Technical Assistance Program offering an ED 101 for Planners seminar and a series on commercial gentrification and policies to support small businesses. Prior to joining Gaskins + LeCraw, Andy Camp served as a local economic developer for Carroll County and Troup County, both in rural areas of Georgia. He initiated workforce development programs with education partners, a regional broadband internet expansion study, and directed business expansion and recruitment efforts resulting in over 3,500 new jobs. These established relationships throughout the region provide us with the ability to coordinate with the many agencies that this scope of work often requires, a clear advantage for the City's goal for smart growth.

Thomas & Hutton Engineering Co. will serve as the primary contracting entity. We can be reached at the following:

Thomas & Hutton Engineering Co.
50 Park of Commerce Way
Savannah, GA 31405
912-234-5300
(Headquarters Office)

Thomas & Hutton Engineering Co.
5553 Peachtree Road, Suite 175
Atlanta, GA 30341
470-893-1700
(Local Office)

Thank you for your careful consideration of our experience and qualifications. We welcome the opportunity to discuss this important project in greater detail at your invitation. Should you have any questions, need clarification, or require additional information, **please contact our primary contact for the City and for contract negotiations, Ralph Forbes, PE at (912) 721-4157 or forbes.r@tandh.com.**

Sincerely,

THOMAS & HUTTON



Ralph Forbes, PE
Principal-in-Charge/Vice President

FIRM HISTORY & ORGANIZATIONAL STRUCTURE

Established in **1946**, Former US Army Corps of Officers, Hue Thomas and Joe Hutton, joined forces and opened an engineering firm in Savannah, GA. Today, Thomas & Hutton is one of the most well respected and established consulting and engineering firms in the Southeast with over 400 employees throughout nine regions in Georgia, South Carolina, North Carolina, and Tennessee. Headquartered in Savannah, GA, Thomas & Hutton **has locations in Buford, Chamblee, and Covington, and Brunswick, GA; Greenville, Columbia, Charleston, and Myrtle Beach, SC; Charlotte and Raleigh, NC; and Nashville and Smyrna, TN.**

ORGANIZATION

We are a tight knit privately held **corporation** (incorporated in Georgia on June 6, 1955) that works efficiently on projects while maintaining close client professional relationships. Our principals are actively involved with client communications and project performance. Our project managers, surveyors, design engineers, landscape architects, and GIS professional personnel assure that each project is completed efficiently according to the scope, schedule, and budget.

Thomas & Hutton's staff consists of 70 civil engineers, 18 environmental engineers, two structural engineers, 15 transportation engineers, six water resources engineers, 124 designers, 11 engineering technicians, nine landscape architects, five landscape architecture designers, 63 survey staff, 16 field representatives, six GIS staff, five roadway inspectors, 19 admin staff, and 26 corporate staff members.

YEARS OF EXPERIENCE

With over 75 years of experience, Thomas & Hutton has the technology and associated technical resources available to provide innovative solutions to complex engineering and design challenges. Powered by passion, our talented people design infrastructure that breathes life into our communities, brings prosperity and jobs, and are catalysts in delivering our promises that cultivate meaningful relationships.

RELATIONSHIPS

Our 75-year strong relationships with local, state, and federal agencies provide us with a clear understanding of codes and regulations, allowing us to swiftly navigate and expedite the process and create successful projects. Our company's ability to establish, maintain, and most importantly - leverage our professional relationships, is what sets our company apart from others and allows our clients to succeed beyond their expectations. Our relationships with our clients, our client's customers, government officials, regulatory agencies, other consultants, landowners, and our communities afford us the ability to add value to the services we provide.

TECHNICAL COMPETENCIES

Thomas & Hutton provides comprehensive solutions to complex engineering and design challenges. We provide professional consulting; civil, environmental, structural and marine, transportation, water resources, and water and wastewater engineering; surveying; planning; landscape architecture; geographic information system (GIS), and construction administration services to clients in an array of markets in Georgia, South Carolina, North Carolina, Tennessee, and throughout the southeast.



75

years of continuous business

400+

highly qualified + dedicated staff

13

locations throughout nine regions

Thomas & Hutton projects are more than just job numbers. They are Places. Communities. Foundations. Legacies. Life.

CAPABILITIES



ECONOMIC DEVELOPMENT

communities collaborate with state-level partners to create a vision, locate sites, and plan and develop commerce and industrial parks that foster economic growth.

Thomas & Hutton provides traditional engineering services related to economic development. We partner with local and state level economic development agencies to help our clients create their vision and provide creative solutions for attracting industries to our communities. We assist numerous local



INDUSTRIAL ENGINEERING

site selection. Thomas & Hutton has experience working on more than 75 state site selections, 20+ miles of planned and constructed railroad, and 30+ miles of design and constructed industrial park roads; assisted with \$9.5 million in economic grants and loans awarded for projects; master planned 35,000 acres of industrial parks and 250+ million square feet of distribution warehouse and manufacturing space; and designed 55+ million square feet of constructed distribution warehouse and manufacturing from North Carolina to Florida.

Thomas & Hutton plans and designs industrial parks and sites along interstate corridors and off-interstate communities. We maintain professional relationships with state economic development project managers, as well as nationally recognized firms specializing in industrial development and



CIVIL ENGINEERING

for a site, our engineers put "boots to ground" by walking the site with survey in hand to further their understanding of the existing conditions.

Thomas & Hutton understands the special requirements of this area and evaluate the individual needs of each project carefully. Our engineers work closely with our surveyors to understand the existing conditions of the project, such as drainage and other utility systems. Once a survey is completed

Projects in the Southeast require careful consideration of stormwater management. We work closely with regulatory agencies to provide solutions to the drainage problems commonly found in urban areas. In addition to storm drainage systems for residential and commercial developments and environmental design, our experience includes grading and paving design for roads and parking lots, studies and surveying, database preparation, concept development, preliminary plans, coordination of environmental consultants, assistance with federal, state and local permitting, bridges, utilities and construction administration.



LANDSCAPE ARCHITECTURE

community parks, streetscapes, community centers, and urban developments. In our design process, we recognize our responsibility to create generationally sustainable, innovative, and unique places that support our communities through stewardship of culture and environment.

We provide clients with unique and innovative landscape and hardscape design solutions. Our work in landscape architecture ranges from comprehensive design for developments of more than 1,000 acres to smaller site-specific solutions for commercial developments, resorts, trail systems, nature preserves,



LAND PLANNING

the critical first step of the community building process. We work closely with our clients to understand their vision, develop a plan of action, work to determine feasibility, and establish the goals of the project to be implemented throughout design and construction.

Thomas & Hutton's land planners have experience in open space-based land planning for properties of varying sizes and proposed uses. We provide design guidelines, development standards, codes, and pattern books, defining the use, theme, and character for the proposed development. Land planning is



GRAPHICS

communicate the client's intended message. Our goal is to provide our clients with the best resources available by creating innovative designs to expand their marketing influence. Our graphic design services include 3D modeling, aerial exhibits and regional maps, collateral and high-quality marking materials, master plans, sales maps, and campaign graphics.

Thomas & Hutton assists with designing and establishing prominent industrial centers throughout the Southeast. We strive to understand the ever-changing needs of our clients and provide solutions critical to their long-lasting success. We offer graphic design services that promote growth and visually

ACCOUNT # 12901475

CITY OF CHAMBLEE

PHONE: (470) 524-3845



2022

OCCUPATIONAL TAX CERTIFICATE

THOMAS & HUTTON ENGINEERING CO
5553 PEACHTREE RD 175
CHAMBLEE, GA 30341

Certificate No: 12901475
Date of Issue: January 01, 2022
Location: 5553 PEACHTREE RD 175
CHAMBLEE, GA 30341
SYLVIA TAYLOR
Owner

In consideration of which City of Chamblee has granted a Certificate for carrying on the business of:

Engineering Services

This license is valid unti December 31, 2022

City Clerk's office, Issued by HdL Companies

This certificate is not transferable and is subject to be revoked if abused. Occupational Tax Certificates are issued for revenue purposes only. It is not a permit to operate a business in violation of City, County, State, and Federal laws. Occupational Tax is levied for revenue purposes only and is not for regulatory purposes; nor is the payment of tax a condition precedent to the practice of any profession, trade or calling. Issuance of this certificate does not constitute approval by the city that the business activity or use of the property is permitted or complies with the City's Zoning Ordinance. Renewal returns shall be filed on or before March 15 of each year. Occupational Tax due from businesses continuing operation from the preceding year shall be considered delinquent if not paid by April 15 of each year.



BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Chamblee GA

OCCUPATIONAL TAX CERTIFICATE

HD10315A
4000001117 1117/1



SYLVIA TAYLOR
THOMAS & HUTTON ENGINEERING CO
50 PARK OF COMMERCE WAY
SAVANNAH GA 31405-1358

Certificate Number: 12901475

Date of Issue: 01/01/2022



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Thomas & Hutton Engineering Co.	Owner:
Address: 50 Park of Commerce Way	
Savannah GA 31405	

Primary Source License Information

Lic #: PEF000666	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 7/13/1989	Expires: 6/30/2024	Last Renewal Date: 6/29/2022

REFERENCES

Thomas & Hutton welcomes the City to contact any of the references listed within our **Firm Experience** section. Additionally, we are especially proud of our continued relationships with several other clients with direct and recent knowledge of our work capabilities; these include:

COVINGTON/NEWTON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Serra Hall
Executive Director
2105 Lee Street SW
Covington, GA 30014
770-235-7468
skphillips@selectnewton.com

DAWSON COUNTY CHAMBER OF COMMERCE

Betsy McGriff (Former Economic Development Director, Dawson County Chamber of Commerce)
Business Development Director, Cooper & Co.
304 Tribble Gap Road, Suite 100
Cumming, GA 30040
229-402-3796
betsy@coopergc.com

CITY OF HAPEVILLE PLANNING & ZONING

Tim Young
City Manager
3468 N. Fulton Avenue
Hapeville, GA 30354
770-462-2988
tyoung@hapeville.org

DEVELOPMENT AUTHORITY OF BANKS COUNTY

Hannah Mullins (Former Executive Director, Banks County Industrial Development Authority)
Executive Director, Candler County Industrial Authority
1 S. Roundtree Street, Suite B
Metter, GA 30439
912-685-4950
hannah@selectcandler.com

SUBCONTRACTORS

THREE POINTS PLANNING



THREE POINTS PLANNING

After 20+ years in economic development research and practice, Lynn Patterson launched Three Points Planning in 2016 with the guiding principle that planning efforts should aid in realizing great communities, not just planning them. Three Points combines its national and international expertise and a history of research and implementation with experience in public and private sectors to offer creative and feasible solutions for economic development and sustainability planning and projects. Three Points' clients include local governments and organizations for economic development planning and municipal planning services; private developers on master and site plan development, entitlements, and implementation; and industry with site selection and incentives negotiation services for new facilities, facility and workforce expansions and facility re-locations. Three Points Planning is a certified DBE in the state of Georgia.

Three Points offers the following services:

Economic Development Strategy

- ✓ Economic Development Program and Incentive Review
- ✓ Targeted Business Strategies
- ✓ Economic Development Base Analysis
- ✓ Retention and Expansion Surveys
- ✓ Developer Services Frameworks
- ✓ Private Sector Planning and Development

Local Government Planning & Zoning

- ✓ Comprehensive Plans
- ✓ Livable Communities Initiatives Plans
- ✓ Downtown Development Plans
- ✓ Master Planning
- ✓ Strategic Planning
- ✓ Design Guidelines
- ✓ On-Demand Planning & Zoning Services
- ✓ Economic Development Planning

Site Selection

- ✓ Incentives Negotiation
- ✓ Entitlements
- ✓ Zoning

Other Services

- ✓ Community Engagement
- ✓ Grant Writing
- ✓ White Papers

GASKINS + LECRAW



Gaskins + LeCraw is an integrated practice offering professional planning, design, and civil engineering services.

In January of 2022, the firms, Gaskins and LeCraw, merged to form, Gaskins + LeCraw Inc. Together, they have provided services since 1974 and currently employ over 150 full-time staff in Georgia and field offices in Alabama, Mississippi, and North Carolina. They are a principal led, team focused organization, meaning their senior leadership fully engage in projects and serve as the primary client point-of-contact. They are supported by seasoned project managers and a talented group of professionals who are encouraged to bring forward their diverse and creative perspectives to ensure creative, yet practical, solutions to complex challenges.

Gaskins + LeCraw offers the following services:

- ✓ Community + Economic Development
- ✓ Campus + Land Planning
- ✓ Landscape Architecture
- ✓ Civil Engineering
- ✓ Land Surveying
- ✓ Entitlements

NICKEL WORKS CONSULTING



Nickel Works Consulting, LLC is a woman-owned firm led by Nicole McGhee Hall, CPSM. The firm was birthed out of independent consulting and contracting work in 2009, primarily in the Architecture/Engineering/Construction (AEC) industries. Nicole and her team use their private and public sector experience, as well as their technical knowledge and people skills to assist firms and organizations who are interested in growing their businesses in the public sector market. Additionally, the company directly assists government agencies. Nickel Works has developed the reputation for being the liaison that connects business, community and the government.

DOWNTOWN STRATEGIES



downtown strategies

Downtown Strategies is a consulting firm specializing in solutions for community development, downtown revitalization, retail recruitment, non-profit board development, governmental relations, and public affairs. The firm work with retailers, brokers, and developers to find best-fit businesses for the communities they assist.

Downtown Strategies offers full service recruitment, retention, data support, and conference representation. They provide their clients with the knowledge, tools, and resources to target recruitment efforts efficiently. They take practical steps to revitalize community centers and implement best-practice place making, drawn from other successful communities. Other services include advising, small business support, city websites, feasibility studies, research and data, and event speaking.

PREVIOUS DEFAULT

Thomas & Hutton is proud of its reputation for doing high-quality work. That quality translates into a limited-litigation history during our 75 years. Given the size and geographic coverage of Thomas & Hutton, we find ourselves involved in litigation from time to time. Thomas & Hutton maintains professional liability insurance to protect its operations and clients. Unfortunately, this policy can be a target for some entities.

We have been involved in litigation regarding five projects in the last 10 years and provided a summary below of each matter.

Drayton-Parker Companies, LLC and Gregory M. Parkers, Inc. vs. Thomas & Hutton Engineering Co. and Hames Michael Canady and James Michael Canady Third Party Plaintiff vs. Clifton Construction, Inc. and SCWC Enterprises, Inc., d/b/a Phillips Paving Company

In the Superior Court of Chatham County

Civil Action No: SPCV20-00934-FR

Claim #: 3177136589US

In this action, Plaintiffs have filed a professional negligence action against Thomas & Hutton relating to the alleged defective design of a parking lot for use in a convenience store in the Superior Court of Chatham County. Thomas & Hutton has filed a Motion to Dismiss certain portions of the claim. One of the Defendants has recently brought in two separate third parties who were contractors on the subject property. Thomas & Hutton is vigorously defending this case and believes that it has acted within the applicable standard of care.

Myrtle Beach Farms Company, Inc. vs. Thomas & Hutton Engineering Co. and C.L. Benton & Sons, Inc.

In the Court of Common Pleas, State of South Carolina, County of Horry

2016-CP-26-6268

In this action Plaintiff claimed that the design of Thomas & Hutton related to a parking lot was below the standard of care resulting in water surface intrusion. Thomas & Hutton vigorously denied the material allegations of Plaintiff's Complaint. The case was subsequently resolved for less than anticipated defense costs of Thomas & Hutton. Thomas & Hutton made no admissions by resolving the case.

Grand Strand Water & Sewer Authority v. W.M. Roebuck, Inc.; R.L. Causey, Inc.; and Garrison MB Land, LLC; and Thomas & Hutton Engineering Co., d/b/a Thomas & Hutton

In the Court of Common Pleas, State of South Carolina, County of Horry

2015-CP-26-02994

In this case Plaintiff alleged that Thomas & Hutton and others were responsible for damages resulting from intermittent sewer leaks related to the improper design and installation of traffic lights and footers in connection with a project in Myrtle Beach. Thomas & Hutton was not the designer nor involved with the construction of the traffic signal and therefor denied the allegations contained within Plaintiff's Complaint. The case was ultimately resolved for less than Thomas & Hutton's anticipated defense costs. Thomas & Hutton did not admit to any wrongdoing in connection with the resolution of that claim.

Matthew R. Hall vs. Thomas & Hutton Engineering Co. and Harbor Marine Dock Company, Inc.

In the State Court of Chatham County

Civil Action No: STCV1601676

In this case Plaintiff asserted that Thomas & Hutton improperly designed a bulkhead in connection with a neighborhood dock. Thomas & Hutton's involvement in the project was limited to permit assistance and was not involved with the design or construction and therefor has denied the allegations contained within Plaintiff's Complaint. Thomas & Hutton has moved the Court for summary judgment and is waiting the Court's decision on that.

Lake Estates Property Owners Association, Inc vs. Lake Estates, LLC, et al (Thomas & Hutton Engineering Co. was one of 24 defendants)

In the State Court of South Carolina, County of Beaufort

Case # 2012-CP-07-2169

In this case Plaintiff asserted that Thomas & Hutton provided negligent design related to development of a residential site. Thomas & Hutton was dismissed without prejudice from the case and entered into a tolling agreement, which expired. Thomas & Hutton was not part of the development team which eventually designed and built the subject of the litigation.

We believe the litigation aspects of our business do not impact our services to clients in terms of schedule or quality.

CERTIFICATE AND ACKNOWLEDGEMENT

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- Delinquent in the payment of taxes due to the City of Stonecrest;
Building or health code violations on property owned that is not being actively abated;
Been convicted of a felony crime that affects property or neighborhood stability or safety;
Have any outstanding judgments or debts to the City;
Have no past due loan(s) with the City;
Been subject to a foreclosure within the previous ten (10) years;
Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and PLEASE SEE THE ATTACHED PREVIOUS DEFAULT DOCUMENT
Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this RFP are true and correct. Unsigned/undated submissions will not be considered.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I Ralph Forbes, PE as Authorized Representative for Thomas & Hutton Engineering Co. hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

Legal Name of Company: Thomas & Hutton Engineering Co.

Authorized Signature of Responder

August 11, 2022
Date

Ralph Forbes, PE
Print or type name

58-0652827
Company Federal Tax ID Number

forbes.r@tandh.com
Individual E-Mail Address

5553 Peachtree Road, Suite 175, Atlanta, GA 30341
Company Address

912-234-5300
Phone

912-234-2950
Fax

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 11th day of August, 2022

Thomas & Hutton Engineering Co.
(Name of Organization)
Vice President/Principal-in-Charge
(Title of Person Signing)
[Signature]
(Signature)
2022-009
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)
COUNTY OF Chatham)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 11th day of August, 2022.

Elizabeth W. Rose
Notary Public Signature

My Commission Expires: 4.22.25

**RFP NO. 2022-009
2022 Economic Development Plan**

REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Covington/Newton County Economic Development Authority
Address: 2105 Lee Street SW, Covington, GA 30014
Contact: Serra Hall Phone: 770-235-7468

2. Company Name: Dawson County Chamber of Commerce
Address: 304 Tribble Gap Road, Suite 100, Cumming, GA 30040
Contact: Betsy McGriff (former economic development director) Phone: 229-402-3796

3. Company Name: City of Hapeville Planning & Zoning
Address: 3468 N. Fulton Avenue, Hapeville, GA 30354
Contact: Tim Young Phone: 770-462-2988

RFP NO. 2022-009
2022 Economic Development Plan
SUBCONTRACTORS

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: Three Points Planning, LLC

Address: 2376 Sagamore Hills Drive, Decatur, GA 30033

Contact: Lynn Patterson, Ph.D Phone: 404-205-0123

2. Company Name: Gaskins + LeCraw

Address: 1266 Powder Springs Rd SW, Marietta, GA 30064

Contact: Andy Camp Phone: 678-257-1922

3. Company Name: Nickel Works Consulting, LLC

Address: 1691 Phoenix Boulevard, Suite 130, College Park, GA 30349

Contact: Nicole Hall, CPSM Phone: 678-535-3990

4. Company Name: Downtown Strategies - Retail Strategies

Address: 2200 Magnolia Avenue, Suite 100, Birmingham, AL 35205

Contact: Mill Graves Phone: 404-719-9773

5. Company Name: _____

Address: _____

Contact: _____ Phone: _____

RFP NO. 2022-009
2022 Economic Development Plan
DBE PARTICIPATION

Please provide the names, address, contact name and phone number of all Contractors and/or Subcontractors that will be utilized to meet the required minimum 5% DBE participation.

1. Company Name: Three Points Planning, LLC

Address: 2376 Sagamore Hills Drive, Decatur, GA 30033

Contact: Lynn Patterson, Ph.D Phone: 404-205-0123

2. Company Name: Nickel Works Consulting, LLC

Address: 1691 Phoenix Boulevard, Suite 130, College Park, GA 20064

Contact: Nicole Hall, CPSM Phone: 678-535-3990

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

4. Company Name: _____

Address: _____

Contact: _____ Phone: _____

5. Company Name: _____

Address: _____

Contact: _____ Phone: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Thomas & Hutton Engineering Co.

Address: 5553 Peachtree Road, Suite 175
Atlanta, GA 30341

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 contracting with the City of Stonecrest has 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 Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

63103
E Verify™ Company Identification Number

September 1, 2008
Date of Authorization

Ralph Forbes, PE
BY: Authorized Officer or Agent
(Name of Person or Entity)

August 11, 2022
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

11th DAY OF August, 2022

Elizabeth W. Rose
Notary Public



My Commission Expires: 4.22.25

* 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. 99-603



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:

1208706
Federal Work Authorization User Identification Number

JUNE 21, 2017
Date of Authorization

THREE POINTS PLANNING
Name of Subcontractor

CITY OF STONECREST ECONOMIC DEVELOPMENT PLAN
Name of Project

CITY OF STONECREST
Name of Public Employer

Lynna M Patterson
Principal

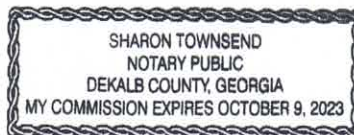
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

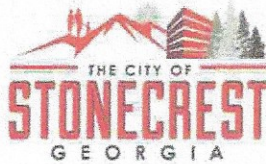
22 DAY OF August, 2022

Sharon Townsend
Notary Public

[NOTARY SEAL]

My Commission Expires: 10/09/2023





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 (Three Points Planning, LLC) on behalf of (City of Stonecrest) 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:

1125827
Federal Work Authorization User Identification Number

September 11, 2016
Date of Authorization

Nickel Works Consulting, LLC
Name of Subcontractor

2022 Economic Development Plan
Name of Project

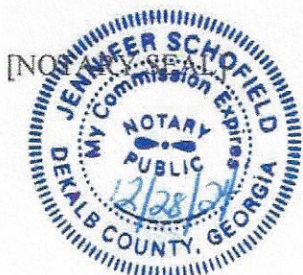
City of Stonecrest, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

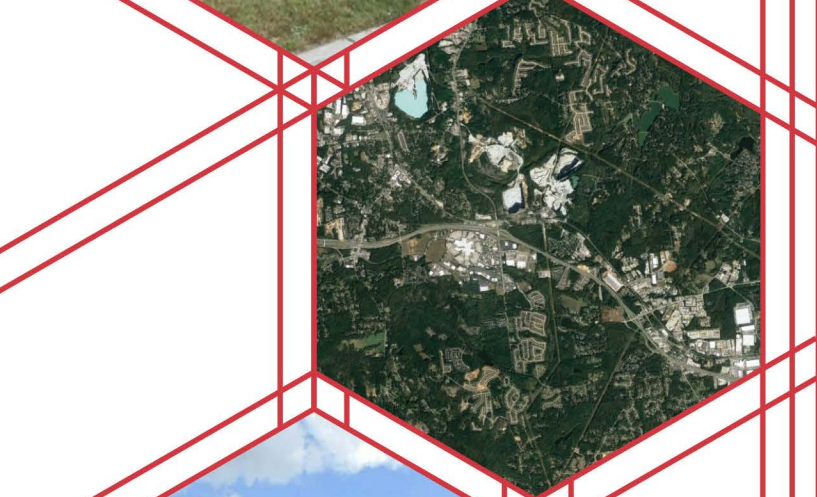
Nicole McGehee Hall 22 AUG 2022
NICOLE MCGHEE HALL, Owner / Managing Principal

22nd DAY OF August, 2022
Jennifer Schofield
Notary Public

My Commission Expires: 12/28/2024



Item IX. b.



TH THOMAS
&
HUTTON

thomasandhutton.com





CITY COUNCIL AGENDA ITEM

SUBJECT: Public Work Study Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap here to enter text. & Click or tap here to enter text.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Gia Scruggs

PURPOSE: One of the Council priorities for FY22 was to engage a vendor to perform a Public Works feasibility study. The Finance department conducted an informal solicitation. The cost proposals were evaluated. The Finance Director is recommending the Public Works Study be awarded to The Carl Vinson Institute of Government for a cost of \$20,600. The cost of this project will come from General Government – Engineering – Professional Services.

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- (1) Attachment 1 - Carl Vinson Institute Cost Estimate
- (2) Attachment 2 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

- (3) Attachment 3 -
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



**Carl Vinson
Institute of Government
UNIVERSITY OF GEORGIA**

Proposal for Services

CITY OF STONECREST
PUBLIC WORKS SERVICES COST STUDY

November 10, 2022

BACKGROUND AND PURPOSE

DeKalb County currently provides public works services to the City of Stonecrest (City) which is funded through a special services district property tax imposed on the City's property owners. The Carl Vinson Institute of Government proposes to provide the City with an analysis of the costs to deliver public works services through their own personnel or by a third-party contractor. Specifically, the City is interested in examining the costs of assuming service responsibility for street and right of way maintenance including permitting and inspection, pavement maintenance, traffic signal and sign operations and maintenance, traffic engineering, and stormwater management. This proposal also includes estimating the amount of property taxes that would be necessary to fund these General Fund services.

SCOPE OF WORK:

Data will come from comparable cities and professional government associations. The following summarizes the tasks to be undertaken:

1. Use GIS systems and data to determine road lane miles within city limits.
2. Review the staffing, work load, and annual operating expenditures of public works departments from three Georgia cities. Information from these comparison cities will be used as metrics for determining the City's level of service and the "in-house" public works cost estimate. These comparison cities will be decided upon cooperatively between Institute of Government faculty and the City of Stonecrest Finance Director.

3. Review the workload and annual operating costs of public works in three Georgia cities that contract out this service. Information from the comparison cities will be used as metrics for determining the City's contracted public works cost estimate. These comparison cities will be decided upon cooperatively between Institute of Government faculty and the City of Stonecrest Finance Director.
4. Estimate the capital equipment costs necessary to directly provide public works services. This estimate would include heavy equipment such as trucks and backhoes, mowers, etc., handheld equipment, and office equipment such as furniture and computers. The inventory of included equipment will come from the comparison governments discussed under Number 1 of this proposal.
5. Estimate the infrastructure expense to build a storage structure to house public works equipment plus office space. The City will provide some basic specifications for the size of this facility, building materials, paving, etc. The estimate will not include the cost of land and assumes the building will not have plumbing.
6. The Institute will not be able to estimate the miles of sidewalk within city limits. If the city provides this information, the Institute will include cost estimates for basic sidewalk maintenance in the report, using data from the comparable governments.
7. Review property tax records from the DeKalb County Tax Commissioner in order to estimate the property tax revenues, with a corresponding millage rate, that the City would need to collect in order to provide public works services directly or through a private contractor.
8. It is assumed that revenues generated from a stormwater utility tax would pay for any infrastructure projects related to stormwater management.
9. Analyze collected data and develop operating and capital cost estimates and a property tax millage rate estimate to fully fund services to be paid from the City's General Fund. The proposed study will not recommend a specific course of action with regard to changing the provision of public works services.

DELIVERABLES:

The Institute of Government will:

1. Provide a .pdf file report that summarizes the findings from the research.

2. Institute of Government faculty will be available to provide consultation or a formal presentation on the results of the study to the City Manager and/or City Council.

PROJECT TIMELINE:

The Carl Vinson Institute of Government foresees this project beginning in January 2022 or soon after a contract is executed, whichever is later. The estimated time to complete a draft of the study is five months with an additional month to finalize the report.

Please note, any delays on the part of the City of Flowery Branch Departments in providing data that are requested by Institute of Government may result in a later completion date.

PROJECT BUDGET

The Institute of Government will provide the services outlined in this proposal including all personnel services, operating supplies, computer time, travel, etc., at cost not to exceed \$20,600. This price is valid for 120 days from the date of this proposal.

CAPABILITIES AND PROJECT FACULTY

The mission of the Institute of Government is to improve governance and the lives of people in Georgia. In carrying out this mission, the Institute can call on the wide-ranging knowledge base of the University of Georgia as well as on 95 years of direct service experience in providing technical assistance, training, research, and policy analysis to local and state governments in Georgia. The Institute of Government is among the most highly-rated university-based organizations designed specifically to span the gap between best practices research and the existing practice of government.

The proposed researcher for this project is:

Paula Sanford
706.255.0556
sanfordp@uga.edu

Paula Sanford is a Senior Public Service Associate who specializes in public budgeting and finance but her work spans a variety of local government issues such as public-sector retirement programs, performance measurement, and comprehensive financial and organizational reviews. Her work entails offering applied research and technical assistance for local governments and national non-profit organizations. In addition, she provides training to local government officials in Georgia. Prior to coming to the Institute of Government, she taught public budgeting and financial management,

organizational theory, and local government management at Northern Illinois University. Paula has also served as a senior budget analyst for the State of Nevada Department of Administration and as a policy advisor in the Governor's Office in the areas of natural resources, transportation, and the arts. Some of the subject areas she has published articles include public retirement reform, public budgeting and finance, organizational theory, and municipal annexation. Paula earned her Ph.D. from the University of Georgia, concentrating in public finance. She also has an MPA from American University and B.A. from California State University, San Luis Obispo.



CITY COUNCIL AGENDA ITEM

SUBJECT: Leisure Services Equipment Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: Gia Scruggs on behalf of Leisure Services

PRESENTER: Gia Scruggs

PURPOSE: Leisure Services will be transitioning the Right of Way Maintenance and Parks Landscaping inhouse for 2023. In preparation of this transition, the Leisure services director has reviewed with the Purchasing Agent, equipment that will be required to implement the transition of services. The equipment includes mowers, adaptor kits, field rake attachments, gators, spreaders and sprayers. AG Pro is listed as a qualified vendor on the State of Georgia contract: 99999-001-SPD0000175-0005 and 99999-001-SPD00001770026 to be able to provide the necessary equipment. The Finance department is requesting approval of these items while they are available with the vendor and to allow leisure services to transition to additional inhouse services as quickly as possible.

FACTS:

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approve



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Ago Pro Quotes
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address (no PO box)
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
 - Membership number if required by the contract

For any questions, please contact:**Johnathan Malone**

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012

Tel: 770-760-0010

Fax: 770-860-9073

Email: jmalone@agproco.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

Quote Summary

Prepared For:
CITY OF STONECREST
5101 BROWNS MILL RD
LITHONIA, GA 30038

Delivering Dealer:
Ag-Pro
Johnathan Malone
1377 Dogwood Drive
Conyers, GA 30012
Phone: 770-760-0010
jmalone@agproco.com

Quote ID: 27859230
Created On: 01 December 2022
Last Modified On: 02 December 2022
Expiration Date: 31 December 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 652M 22.0HP* Commercial QuikTrak with 52 In. 7- Gauge Floating Deck Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22) Price Effective Date: March 30, 2021	\$ 7,394.25 X	1 =	\$ 7,394.25
JOHN DEERE Z960M ZTrak Contract: GA Tractors/Mowers 99999-001-SPD0000177-0026 (PG 2M CG 22) Price Effective Date: March 26, 2021	\$ 11,394.75 X	6 =	\$ 68,368.50
Equipment Total			\$ 75,762.75

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 75,762.75
Trade In	
SubTotal	\$ 75,762.75
Est. Service Agreement Tax	\$ 0.00
Total	\$ 75,762.75
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 75,762.75

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Item IX. d.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Item IX. d.

Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Ag-Pro
 1377 Dogwood Drive
 Conyers, GA 30012
 770-760-0010
 WConyersGM@agproco.com

JOHN DEERE 652M 22.0HP* Commercial QuikTrak with 52 In. 7-Gauge

Hours:

Stock Number:

Contract: GA Tractors/Mowers 99999-001-
 SPD0000177-0026 (PG 2M CG 22)

Selling Price *
 \$ 7,394.25

Price Effective Date: March 30, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2331TC	652M 22.0HP* Commercial QuikTrak with 52 In. 7-Gauge Floating Deck	1	\$ 9,859.00	22.00	\$ 2,168.98	\$ 7,690.02	\$ 7,690.02
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
	Multi-unit Discount	1			\$ 295.77	\$ -295.77	\$ -295.77
Additional Discount Total					\$ 295.77	\$ -295.77	\$ -295.77
Total Selling Price			\$ 9,859.00		\$ 2,464.75	\$ 7,394.25	\$ 7,394.25

JOHN DEERE Z960M ZTrak

Equipment Notes:

Hours:

Stock Number:

Contract: GA Tractors/Mowers 99999-001-
 SPD0000177-0026 (PG 2M CG 22)

Selling Price *
 \$ 11,394.75

Price Effective Date: March 26, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2233TC	Z960M ZTrak	6	\$ 12,879.00	22.00	\$ 2,833.38	\$ 10,045.62	\$ 60,273.72



JOHN DEERE



Item IX. d.

Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

		Standard Options - Per Unit					
001A	United States/Canada	6	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	6	\$ 949.00	22.00	\$ 208.78	\$ 740.22	\$ 4,441.32
1505	60 In. Mulch On Demand Mower Deck	6	\$ 870.00	22.00	\$ 191.40	\$ 678.60	\$ 4,071.60
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	6	\$ 495.00	22.00	\$ 108.90	\$ 386.10	\$ 2,316.60
Standard Options Total			\$ 2,314.00		\$ 509.08	\$ 1,804.92	\$ 10,829.52
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
		Additional Discounts					
	Multi-unit Discount	6			\$ 455.79	\$ -455.79	\$ -2,734.74
Additional Discount Total					\$ 455.79	\$ -455.79	\$ -2,734.74
Total Selling Price			\$ 15,193.00		\$ 3,798.25	\$ 11,394.75	\$ 68,368.50



Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : December 2, 2022

Machine/Use Information	Plan Description	Price
Manufacturer: JOHN DEERE	Plan Type:	Deductible:
Equipment Type: MOWER,652M SERIES QUIKTRAK	Coverage:	Quoted Price \$ 0.00
Model: MOWER,652M SERIES QUIKTRAK	Total Months:	
	Total Hours:	

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

- I ACCEPT the Residential plan
- I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

Date : December 2, 2022

Machine/Use Information	Plan Description	Price
Manufacturer: JOHN DEERE	Plan Type:	Deductible:
Equipment Type: Z960M GAS	Coverage:	Quoted Price \$ 0.00
Model: Z960M GAS	Total Months:	
	Total Hours:	

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.



Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

I ACCEPT the Residential plan

I DECLINE the Residential plan

Customer Signature

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Date : December 2, 2022			
Machine/Use Information		Plan Description	Price
Manufacturer	JOHN DEERE	Plan Type:	Deductible:
Equipment Type	Z960M GAS	Coverage:	Quoted Price \$ 0.00
Model	Z960M GAS	Total Months:	
		Total Hours:	

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

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I DECLINE the Residential plan

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Date : December 2, 2022			
Machine/Use Information		Plan Description	Price
Manufacturer	JOHN DEERE	Plan Type:	Deductible:
Equipment Type	Z960M GAS	Coverage:	Quoted Price \$ 0.00
Model	Z960M GAS	Total Months:	
		Total Hours:	

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Date : December 2, 2022

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Plan Type:	Deductible:	
Equipment Type	Z960M GAS	Coverage:	Quoted Price	\$ 0.00
Model	Z960M GAS	Total Months:		
		Total Hours:		

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Date : December 2, 2022

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Plan Type:	Deductible:	
Equipment Type	Z960M GAS	Coverage:	Quoted Price	\$ 0.00
Model	Z960M GAS	Total Months:		
		Total Hours:		

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Proposal Prepared for:

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Date : December 2, 2022			
Machine/Use Information		Plan Description	Price
Manufacturer	JOHN DEERE	Plan Type:	Deductible:
Equipment Type	Z960M GAS	Coverage:	Quoted Price \$ 0.00
Model	Z960M GAS	Total Months:	
		Total Hours:	
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>			

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I have been offered this coverage and

Customer Name - Please Print

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Customer Signature

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PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.



Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address (no PO box)
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
 - Membership number if required by the contract

For any questions, please contact:**Johnathan Malone**

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012

Tel: 770-760-0010

Fax: 770-860-9073

Email: jmalone@agproco.com

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Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

Quote Summary

Prepared For:
CITY OF STONECREST
5101 BROWNS MILL RD
LITHONIA, GA 30038

Delivering Dealer:
Ag-Pro
Johnathan Malone
1377 Dogwood Drive
Conyers, GA 30012
Phone: 770-760-0010
jmalone@agproco.com

Quote ID: 27859230
Created On: 01 December 2022
Last Modified On: 01 December 2022
Expiration Date: 31 December 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV560E S4 (Model Year 2023) Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22) Price Effective Date: March 19, 2021	\$ 10,907.80 X	1 =	\$ 10,907.80
JOHN DEERE GATOR™ XUV835E (Model Year 2023) Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22) Price Effective Date: February 26, 2021	\$ 13,895.85 X	1 =	\$ 13,895.85
JOHN DEERE GATOR™ TS (Model Year 2023) Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22) Price Effective Date: March 27, 2021	\$ 7,306.33 X	1 =	\$ 7,306.33
JOHN DEERE GATOR™ TS (Model Year 2023) Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22) Price Effective Date: March 27, 2021	\$ 7,306.33 X	1 =	\$ 7,306.33
RAHN GL 650 Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22) Price Effective Date:	\$ 4,499.10 X	2 =	\$ 8,998.20
Equipment Total			\$ 48,414.51

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Item IX. d.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 48,414.51
Trade In	
SubTotal	\$ 48,414.51
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 48,414.51
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 48,414.51

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Item IX. d.

Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

JOHN DEERE GATOR™ XUV560E S4 (Model Year 2023)

Hours:

Stock Number:

Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22)

Selling Price *
\$ 10,907.80

Price Effective Date: March 19, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5798M	GATOR™ XUV560E S4 (Model Year 2023)	1	\$ 10,599.00	13.00	\$ 1,377.87	\$ 9,221.13	\$ 9,221.13
Standard Options - Per Unit							
001A	US / CANADA	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1000	25" Terra Hawk all-terrain tires on 12" Yellow Steel Wheels	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2023	Front/Rear Bench Seat - Black	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green & Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3002	Cargo Box without Box Rails	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 549.00	13.00	\$ 71.37	\$ 477.63	\$ 477.63
4149	Less Protection	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
6039	Less Under Seat Storage	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 549.00		\$ 71.37	\$ 477.63	\$ 477.63
Dealer Attachments/Non-Contract/Open Market							
BM23373	Full No-Scratch Flip-Open Windshield	1	\$ 640.93	13.00	\$ 83.32	\$ 557.61	\$ 557.61
BM26181	Beacon Light Harness Kit (S4)	1	\$ 72.76	13.00	\$ 9.46	\$ 63.30	\$ 63.30
BM25553	Beacon Light	1	\$ 257.87	13.00	\$ 33.52	\$ 224.35	\$ 224.35
BM24089	Occupant Protective Structure (OPS) Switch Bank	1	\$ 78.11	13.00	\$ 10.15	\$ 67.96	\$ 67.96
BUC10807	Brake and Tail Light Kit	1	\$ 69.56	13.00	\$ 9.04	\$ 60.52	\$ 60.52

Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Ag-Pro
 1377 Dogwood Drive
 Conyers, GA 30012
 770-760-0010
 WConyersGM@agproco.com

BM25621	Rear OPS/Roof Light Harness Kit (S4)	1	\$ 89.89	13.00	\$ 11.69	\$ 78.20	\$ 78.20
BUC10790	Turn Signal Kit	1	\$ 326.36	13.00	\$ 42.43	\$ 283.93	\$ 283.93
Dealer Attachments Total			\$ 1,535.48		\$ 199.61	\$ 1,335.87	\$ 1,335.87
Value Added Services Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Additional Discounts							
	Misc. Additional Discount	1			\$ 126.83	\$ -126.83	\$ -126.83
Additional Discount Total					\$ 126.83	\$ -126.83	\$ -126.83
Total Selling Price			\$ 12,683.48		\$ 1,775.68	\$ 10,907.80	\$ 10,907.80

JOHN DEERE GATOR™ XUV835E (Model Year 2023)

Equipment Notes:
Hours:
Stock Number:
Selling Price *
Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22)

\$ 13,895.85
Price Effective Date: February 26, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
572AM	GATOR™ XUV835E (Model Year 2023)	1	\$ 14,099.00	13.00	\$ 1,832.87	\$ 12,266.13	\$ 12,266.13

Standard Options - Per Unit

001A	US/Canada	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1029	25" Terra Hawk all-terrain tires on 12" Yellow Steel Wheels	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Split Bench Seat - Black Vinyl	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Cargo Box with Paint and Reflectors	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE



Item IX. d.

Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

3100	Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OSR Nets	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4060	Black Roof	1	\$ 470.00	13.00	\$ 61.10	\$ 408.90	\$ 408.90
5010	Less Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
6349	Less Winch	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 470.00		\$ 61.10	\$ 408.90	\$ 408.90
Dealer Attachments/Non-Contract/Open Market							
BUC10574	Abrasion resistant poly full windshield	1	\$ 722.26	13.00	\$ 93.89	\$ 628.37	\$ 628.37
BUC10810	E-Spec Attachment Harness	1	\$ 318.86	13.00	\$ 41.45	\$ 277.41	\$ 277.41
BM26185	Beacon Light	1	\$ 257.87	13.00	\$ 33.52	\$ 224.35	\$ 224.35
BUC10609	Turn Signal Light Kit, Front & Rear	1	\$ 289.97	13.00	\$ 37.70	\$ 252.27	\$ 252.27
Dealer Attachments Total			\$ 1,588.96		\$ 206.56	\$ 1,382.40	\$ 1,382.40
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Misc. Additional Discount		1			\$ 161.58	\$ -161.58	\$ -161.58
Additional Discount Total					\$ 161.58	\$ -161.58	\$ -161.58
Total Selling Price			\$ 16,157.96		\$ 2,262.11	\$ 13,895.85	\$ 13,895.85

JOHN DEERE GATOR™ TS (Model Year 2023)

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22)

\$ 7,306.33

Price Effective Date: March 27, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56B4M	GATOR™ TS (Model Year 2023)	1	\$ 7,399.00	13.00	\$ 961.87	\$ 6,437.13	\$ 6,437.13
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00



Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

0501	PR - Base	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM22405	Beacon Light	1	\$ 562.81	13.00	\$ 73.17	\$ 489.64	\$ 489.64
BUC11247	Deluxe Light Kit	1	\$ 533.93	13.00	\$ 69.41	\$ 464.52	\$ 464.52
Dealer Attachments Total			\$ 1,096.74		\$ 142.58	\$ 954.16	\$ 954.16
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Misc. Additional Discount		1			\$ 84.96	\$ -84.96	\$ -84.96
Additional Discount Total					\$ 84.96	\$ -84.96	\$ -84.96
Total Selling Price			\$ 8,495.74		\$ 1,189.41	\$ 7,306.33	\$ 7,306.33

JOHN DEERE GATOR™ TS (Model Year 2023)

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22)

\$ 7,306.33

Price Effective Date: March 27, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56B4M	GATOR™ TS (Model Year 2023)	1	\$ 7,399.00	13.00	\$ 961.87	\$ 6,437.13	\$ 6,437.13
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE



Item IX. d.

Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

0501	PR - Base	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM22405	Beacon Light	1	\$ 562.81	13.00	\$ 73.17	\$ 489.64	\$ 489.64
BUC11247	Deluxe Light Kit	1	\$ 533.93	13.00	\$ 69.41	\$ 464.52	\$ 464.52
Dealer Attachments Total			\$ 1,096.74		\$ 142.58	\$ 954.16	\$ 954.16
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Multi-unit Discount		1			\$ 84.96	\$ -84.96	\$ -84.96
Additional Discount Total					\$ 84.96	\$ -84.96	\$ -84.96
Total Selling Price			\$ 8,495.74		\$ 1,189.41	\$ 7,306.33	\$ 7,306.33

RAHN GL 650

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: GA #99999-001-SPD0000175-0005 (PG GB CG 22)

\$ 4,499.10

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
JDgl-6 50-C	RAHN GL 650 INFIELD GROOMER	2	\$ 4,999.00	0.00	\$ 0.00	\$ 4,999.00	\$ 9,998.00
Additional Discounts							
Misc. Additional Discount		2			\$ 499.90	\$ -499.90	\$ -999.80



JOHN DEERE



Item IX. d.

Selling Equipment

Quote Id: 27859230 Customer Name: CITY OF STONECREST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
770-760-0010
WConyersGM@agproco.com

Additional Discount Total		\$ 499.90	\$ -499.90	\$ -999.80
Total Selling Price	\$ 4,999.00	\$ 499.90	\$ 4,499.10	\$ 8,998.20



AG-PRO COMPANIES

1377 Dogwood Dr. SW
Conyers, GA 30012
Phone: 770-760-0010
Fax: 770-860-9073



JOHN DEERE

Ship to: IN STORE PICKUP

Invoice to: CITY OF STONECREST
5101 BROWNSMILL RD
STONECREST GA 30038

Branch		18 - CONYERS, GA	
Date	Time	Page	
12/15/2022	15:01:19 (O)	1	
Account No.	Phone No.	Estimate No.	
STONE537	4705527275	X00619	
Ship Via		Purchase Order	
Salesperson		520	
JOHNATHAN E MALONE			

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/14/2023 Amount

Thank you for your business!

Stock #: ? Serial #: 450.49
New STIHL BR600 BACKPACK BLOWER

Sale # 01 Subtotal: 450.49
TOTAL: 450.49

Stock #: ? Serial #: 450.49
New STIHL BR600 BACKPACK BLOWER

Sale # 02 Subtotal: 450.49
TOTAL: 450.49

Stock #: ? Serial #: 450.49
New STIHL BR600 BACKPACK BLOWER

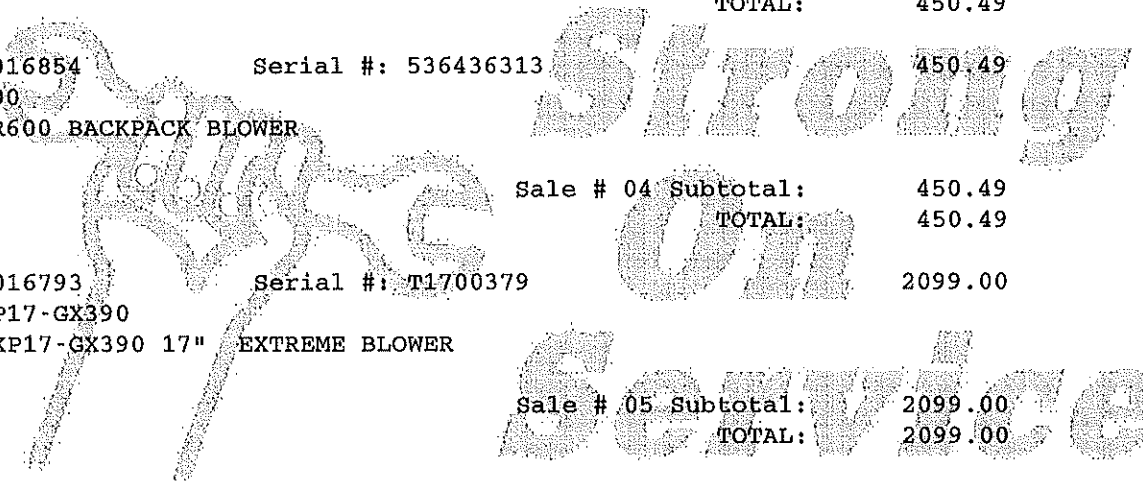
Sale # 03 Subtotal: 450.49
TOTAL: 450.49

Stock #: 18016854 Serial #: 536436313 450.49
New ST BR600
New STIHL BR600 BACKPACK BLOWER

Sale # 04 Subtotal: 450.49
TOTAL: 450.49

Stock #: 18016793 Serial #: T1700379 2099.00
New SC LBXP17-GX390
New SCAG LBXP17-GX390 17" EXTREME BLOWER

Sale # 05 Subtotal: 2099.00
TOTAL: 2099.00



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

Item IX. d.

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). Included in Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series Frontier Equipment™ Snow blowers SB12 and SB13 series Other Frontier Equipment™	6 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application 12 months 12 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 13 below; and, (ii) John Deere Golf equipment covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Z225, Z245 and Z425 EZtrak Mowers, LA100, and D100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series ZTrak Mowers and Attachments	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments; Z445 and Z465 EZtrak Mowers	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments; Z600 Series Residential EZtrak Mowers	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachments	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Walk Behind Mowers (32' or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	36 Months or 700 Hours, Whichever Comes First
10) Z900 Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First First 24 Months, No Hour Limitation
11) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
12) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 8 through 12	12 Months or 1000 Hours, Whichever Comes First
13) RSX Series Utility Vehicles and attachments	6 months

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

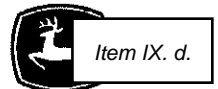
G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

DF-2065 (Effective February 15, 2012)



AG-PRO COMPANIES

1377 Dogwood Dr. SW
Conyers, GA 30012
Phone: 770-760-0010
Fax: 770-860-9073



JOHN DEERE

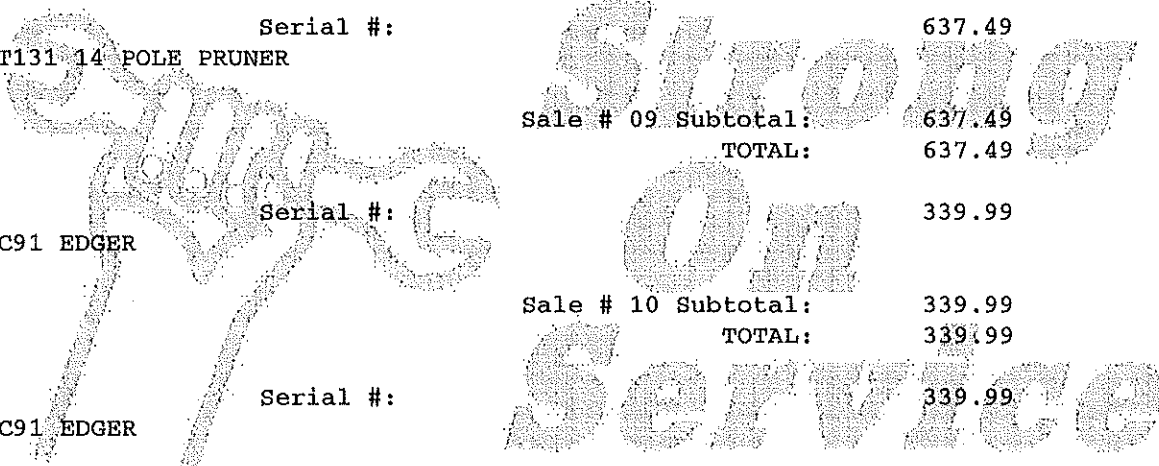
Ship to: IN STORE PICKUP

Invoice to: CITY OF STONECREST
5101 BROWNSMILL RD
STONECREST GA 30038

Branch		18 - CONYERS, GA	
Date	Time	Page	
12/15/2022	15:01:19 (O)	2	
Account No.	Phone No.	Estimate No.	
STONE537	4705527275	01	
Ship Via		Purchase Order	
Salesperson		520	
JOHNATHAN E MALONE			

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 01/14/2023	Amount
Stock #: 34001994 New ST BGA86 New STIHL BGA86 HANDHELD BLOWER	Serial #: 442989585		237.99
		Sale # 06 Subtotal:	237.99
		TOTAL:	237.99
Stock #: ? New STIHL HT131 14 POLE PRUNER	Serial #:		637.49
		Sale # 07 Subtotal:	637.49
		TOTAL:	637.49
Stock #: ? New STIHL HT131 14 POLE PRUNER	Serial #:		637.49
		Sale # 08 Subtotal:	637.49
		TOTAL:	637.49
Stock #: ? New STIHL HT131 14 POLE PRUNER	Serial #:		637.49
		Sale # 09 Subtotal:	637.49
		TOTAL:	637.49
Stock #: ? New STIHL FC91 EDGER	Serial #:		339.99
		Sale # 10 Subtotal:	339.99
		TOTAL:	339.99
Stock #: ? New STIHL FC91 EDGER	Serial #:		339.99



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

Item IX. d.

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). Included in Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series	6 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
Frontier Equipment™ Snow blowers SB12 and SB13 series	12 months
Other Frontier Equipment™	12 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 13 below; and, (ii) John Deere Golf equipment covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Z225, Z245 and Z425 EZtrak Mowers, LA100, and D100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series ZTrak Mowers and Attachments	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments; Z445 and Z465 EZtrak Mowers	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments; Z600 Series Residential EZtrak Mowers	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachments	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Walk Behind Mowers (32' or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	36 Months or 700 Hours, Whichever Comes First
10) Z900 Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First First 24 Months, No Hour Limitation
11) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
12) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 8 through 12	12 Months or 1000 Hours, Whichever Comes First
13) RSX Series Utility Vehicles and attachments	6 months

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

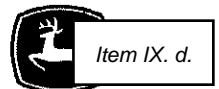
G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

DF-2065 (Effective February 15, 2012)



AG-PRO COMPANIES

1377 Dogwood Dr. SW
Conyers, GA 30012
Phone: 770-760-0010
Fax: 770-860-9073



JOHN DEERE

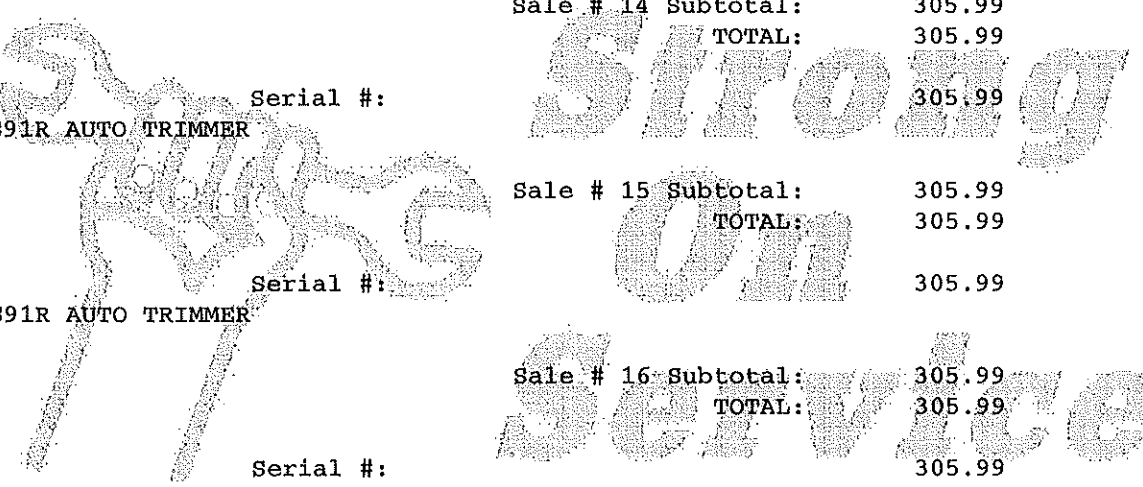
Ship to: IN STORE PICKUP

Invoice to: CITY OF STONECREST
5101 BROWNSMILL RD
STONECREST GA 30038

Branch		
18 - CONYERS, GA		
Date	Time	Page
12/15/2022	15:01:19 (O)	3
Account No.	Phone No.	Estimate No.
STONE537	4705527275	01
Ship Via	Purchase Order	
		Salesperson
JOHNATHAN E MALONE		520

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 01/14/2023	Amount
		Sale # 11 Subtotal:	339.99
		TOTAL:	339.99
Stock #: ?	Serial #:		339.99
New STIHL FC91 EDGER			
		Sale # 12 Subtotal:	339.99
		TOTAL:	339.99
Stock #: ?	Serial #:		1222.35
Little Wonder Pro Edger Honda GX120			
		Sale # 13 Subtotal:	1222.35
		TOTAL:	1222.35
Stock #: ?	Serial #:		305.99
New STIHL FS91R AUTO TRIMMER			
		Sale # 14 Subtotal:	305.99
		TOTAL:	305.99
Stock #: ?	Serial #:		305.99
New STIHL FS91R AUTO TRIMMER			
		Sale # 15 Subtotal:	305.99
		TOTAL:	305.99
Stock #: ?	Serial #:		305.99
New STIHL FS91R AUTO TRIMMER			
		Sale # 16 Subtotal:	305.99
		TOTAL:	305.99
Stock #: ?	Serial #:		305.99



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

Item IX. d.

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). Included In Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series Frontier Equipment™ Snow blowers SB12 and SB13 series Other Frontier Equipment™	6 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application 12 months 12 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 13 below; and, (ii) John Deere Golf equipment covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Z225, Z245 and Z425 EZtrak Mowers, LA100, and D100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series ZTrak Mowers and Attachments	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments; Z445 and Z465 EZtrak Mowers	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments; Z600 Series Residential EZtrak Mowers	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachments	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Walk Behind Mowers (32' or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	36 Months or 700 Hours, Whichever Comes First
10) Z900 Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First First 24 Months, No Hour Limitation
11) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
12) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 8 through 12	12 Months or 1000 Hours, Whichever Comes First
13) RSX Series Utility Vehicles and attachments	6 months

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



AG-PRO COMPANIES

1377 Dogwood Dr. SW
Conyers, GA 30012
Phone: 770-760-0010
Fax: 770-860-9073



JOHN DEERE

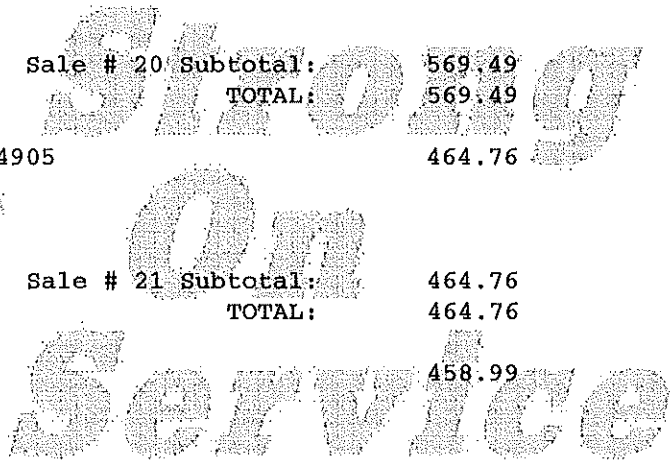
Ship to: IN STORE PICKUP

Invoice to: CITY OF STONECREST
5101 BROWNSMILL RD
STONECREST GA 30038

Branch 18 - CONYERS, GA		
Date 12/15/2022	Time 15:01:19 (O)	Page 4
Account No. STONE537	Phone No. 4705527275	Estimate No. X00619
Ship Via		Purchase Order
JOHNATHAN E MALONE		Salesperson 520

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 01/14/2023	Amount
New STIHL FS91R AUTO TRIMMER			
		Sale # 17 Subtotal:	305.99
		TOTAL:	305.99
Stock #: ?	Serial #:		305.99
New STIHL FS91R AUTO TRIMMER			
		Sale # 18 Subtotal:	305.99
		TOTAL:	305.99
Stock #: ?	Serial #:		305.99
New STIHL FS91R AUTO TRIMMER			
		Sale # 19 Subtotal:	305.99
		TOTAL:	305.99
Stock #: ?	Serial #:		569.49
New STIHL MS261 18 18" CHAINSAW			
		Sale # 20 Subtotal:	569.49
		TOTAL:	569.49
Stock #: 17009545	Serial #: 531744905		464.76
New ST MS261 18			
NEW STIHL MS261 18 18" CHAINSAW			
		Sale # 21 Subtotal:	464.76
		TOTAL:	464.76
Stock #: ?	Serial #:		458.99
New STIHL HL94K HEDGE TRIMMER			



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

Item IX. d.

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AGRICULTURAL EQUIPMENT	WARRANTY TERM
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(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

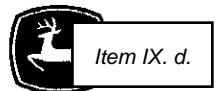
G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

DF-2065 (Effective February 15, 2012)



AG-PRO COMPANIES

1377 Dogwood Dr. SW
Conyers, GA 30012
Phone: 770-760-0010
Fax: 770-860-9073



JOHN DEERE

Ship to:

IN STORE PICKUP

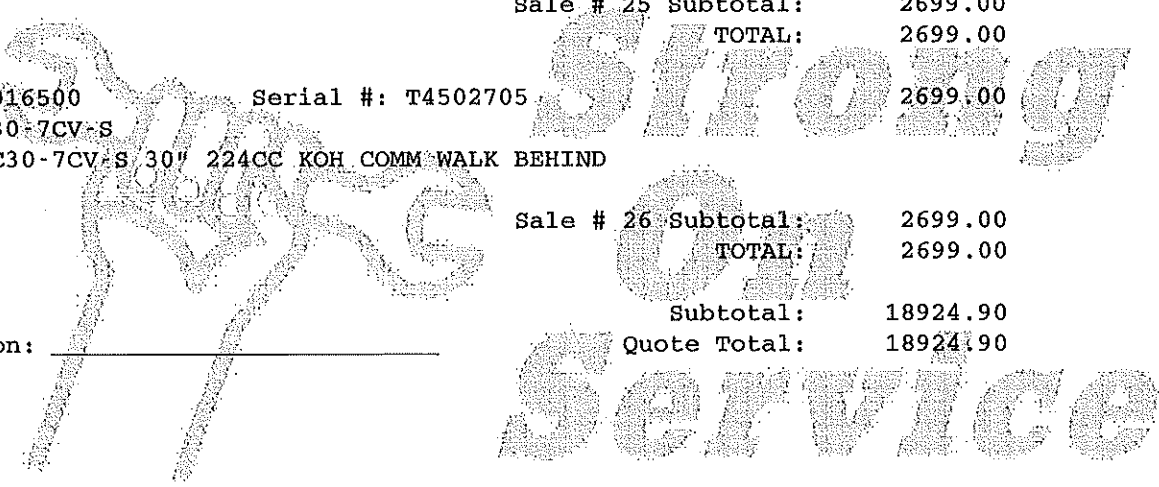
Invoice to:

CITY OF STONECREST
5101 BROWNSMILL RD
STONECREST GA 30038

Branch 18 - CONYERS, GA		
Date 12/15/2022	Time 15:01:19 (O)	Page 5
Account No. STONE537	Phone No. 4705527275	Estimate No. X00619
Ship Via		Purchase Order
JOHNATHAN E MALONE		Salesperson 520

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 01/14/2023	Amount
		Sale # 22 Subtotal:	458.99
		TOTAL:	458.99
Stock #: ?	Serial #:		501.49
New STIHL HS82R24 HEDGE TRIMMER			
		Sale # 23 Subtotal:	501.49
		TOTAL:	501.49
Stock #: ?	Serial #:		1402.49
New STIHL RB800 4200 PSI PRESSURE WASHER			
		Sale # 24 Subtotal:	1402.49
		TOTAL:	1402.49
Stock #: ?	Serial #:		2699.00
New SCAG SFC30-7CV-S 30" 224CC KOH COMM WALK BEHIND			
		Sale # 25 Subtotal:	2699.00
		TOTAL:	2699.00
Stock #: 18016500	Serial #: T4502705		2699.00
New SC SFC30-7CV-S New SCAG SFC30-7CV-S 30" 224CC KOH COMM WALK BEHIND			
		Sale # 26 Subtotal:	2699.00
		TOTAL:	2699.00
		Subtotal:	18924.90
Authorization: _____		Quote Total:	18924.90



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

Item IX. d.

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). Included in Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series	6 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
Frontier Equipment™ Snow blowers SB12 and SB13 series	12 months
Other Frontier Equipment™	12 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 13 below; and, (ii) John Deere Golf equipment covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Z225, Z245 and Z425 EZtrak Mowers, LA100, and D100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series ZTrak Mowers and Attachments	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments; Z445 and Z465 EZtrak Mowers	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments; Z600 Series Residential EZtrak Mowers	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachments	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Walk Behind Mowers (32' or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	36 Months or 700 Hours, Whichever Comes First
10) Z900 Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First First 24 Months, No Hour Limitation
11) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
12) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 8 through 12	12 Months or 1000 Hours, Whichever Comes First
13) RSX Series Utility Vehicles and attachments	6 months

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



CITY COUNCIL AGENDA ITEM

SUBJECT: ARPA Shade Structure Recommendation

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 - NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 - OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: Gia Scruggs on behalf of Leisure Services

PRESENTER: Gia Scruggs

PURPOSE: The Council allocated funding for Park Upgrades in the amount of \$900,000 in the initial allocation of the \$9.7 million in American Rescue Plan Act (ARPA) funds in the August 22, 2022 meeting. The Leisure services department has identified the specifications for the shade structures at various parks including: Browns Mill, Southeast, Browns Mill Aquatics, and Fairington Park. USA Shade & Fabric Structures was selected as the recommended vendor. USA Shade is a vendor that is used under the Sourcewell contract: 010521-LTS-6 through a cooperative agreement in which the competitive process has already been established. The Finance Director is recommending this vendor for this purchase. The funding source will be ARPA funds.

FACTS:

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

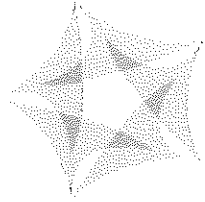
RECOMMENDED ACTION: Approve



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - USASHADE & Fabric Structures Cost Proposal
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



USA SHADE
& Fabric Structures®

Shade Structures

12/15/2022

Pricing per Sourcewell #010521-LTS-6 | Design/Build Fabric Shade Structure Manufacturer

Proposal Prepared For:
The City of Stonecrest
5101 Brown Mill Rd
Stonecrest, GA 30038

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 1000003533

www.usa-shade.com

| 800-966-5005



Date: 12/15/2022

Proposal for USA SHADE & Fabric Structures

Project Information:		Sales Information:			
Purchaser:	The City of Stonecrest	Contact:	Ben Dillard	Sales Rep:	Steve Caporini
Project Name:	Shade Structures	Phone:	404.858.1417	Phone:	678.575.3543
Quote No:	SAC12092022-GA	Email:	bdillard@stonecrestga.gov	Email:	stephen.caporini@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
The City of Stonecrest					
5101 Brown Mill Rd					
Stonecrest					
GA					
30038					
Contact:		Contact:		Contact:	
Phone		Phone		Phone	
Email:		Email:		Email:	
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:
 2580 Esters Blvd., Suite 100
 DFW Airport, TX 75261

MAILING ADDRESS:
 P.O. Box 3467
 Coppel, TX 75019

REMITTANCE ADDRESS:
 P.O. Box 734158
 Dallas, TX 75373-4158

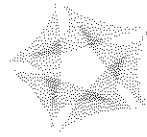
SOUTHERN CALIFORNIA:
 1085 N. Main Street, Suite C
 Orange, CA 92867

NORTHERN CALIFORNIA:
 927 Enterprise Way, Suite A
 Napa, CA 94558

ARIZONA:
 2452 W. Birchwood Ave, Suite 112
 Mesa, AZ 85202

LAS VEGAS:
 6225 S. Valley View Blvd., Suite 1
 Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.



USASHADE
& Fabric Structures.

Structure Pricing

Structure 1

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	10	Foundations By	Client Responsible
	Unit Type:	Hip	Grout Installation	Client Responsible
	Structure Size:	18'x12'	Footing Type:	Drilled Pier
	USA Shade Model Number	401.5	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Anchor Bolts:	Included
	No of Columns:	4	Concrete Cutting:	Not Included
	No of Fabric Tops:	1	Dirt Removal:	Not Included
	Fabric Type:	Shadesure	Surface Type:	Dirt
	Fabric Color:	Rain Forest	NOTES	
	Steel Finish:	Powder Coated		
Steel Color:	Beige			
Electrical Provisions:	0			
PRICE	Cable/HDW Finish:	Galvanized		
\$44,510.00	Concept No:			

Structure 2

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	Client Responsible
	Unit Type:	Hip	Grout Installation	Client Responsible
	Structure Size:	20'x30'	Footing Type:	Drilled Pier
	USA Shade Model Number	401.5	Base Attachment:	Recessed Base Plate
	Entry Height:	12	Anchor Bolts:	Included
	No of Columns:	4	Concrete Cutting:	Not Included
	No of Fabric Tops:	1	Dirt Removal:	Not Included
	Fabric Type:	Shadesure	Surface Type:	Dirt
	Fabric Color:	Rain Forest	NOTES	
	Steel Finish:	Powder Coated		
Steel Color:	Beige			
Electrical Provisions:	0			
PRICE	Cable/HDW Finish:	Galvanized		
\$8,253.00	Concept No:			

www.usa-shade.com

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 100003533



USASHADE
 & Fabric Structures.

Structure Pricing

Structure 3				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	Client Responsible
	Unit Type:	Pyramid	Grout Installation	Client Responsible
	Structure Size:	20'x20'	Footing Type:	Drilled Pier
	USA Shade Model Number	403.6	Base Attachment:	Recessed Base Plate
	Entry Height:	12	Anchor Bolts:	Included
	No of Columns:	4	Concrete Cutting:	Not Included
	No of Fabric Tops:	1	Dirt Removal:	Not Included
	Fabric Type:	Shadesure	Surface Type:	Mulch
	Fabric Color:	Black	NOTES	
	Steel Finish:	Powder Coated		
	Steel Color:	Grey		
	Electrical Provisions:	0		
	PRICE	Cable/HDW Finish:	Galvanized	
\$5,690.00	Concept No:			
Structure 4				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	2	Foundations By	Client Responsible
	Unit Type:	Hip	Grout Installation	Client Responsible
	Structure Size:	14'x18'	Footing Type:	Drilled Pier
	USA Shade Model Number	401.5	Base Attachment:	Recessed Base Plate
	Entry Height:	8'	Anchor Bolts:	Included
	No of Columns:	4	Concrete Cutting:	Not Included
	No of Fabric Tops:	1	Dirt Removal:	Not Included
	Fabric Type:	Shadesure	Surface Type:	Dirt
	Fabric Color:	Turquoise	NOTES	
	Steel Finish:	Powder Coated		
	Steel Color:	Grey		
	Electrical Provisions:	0		
	PRICE	Cable/HDW Finish:	Galvanized	
\$9,900.00	Concept No:			



Structure Pricing

Structure 5

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Full Hip Cantilever	Grout Installation	USA Shade
	Structure Size:	27'x18'	Footing Type:	Drilled Pier
	USA Shade Model Number	202.5	Base Attachment:	Recessed Base Plate
	Entry Height:	9	Anchor Bolts:	Included
	No of Columns:	2	Concrete Cutting:	Not Included
	No of Fabric Tops:	1	Dirt Removal:	Not Included
	Fabric Type:	Shadesure	Surface Type:	Dirt
	Fabric Color:	Red	NOTES	
	Steel Finish:	Powder Coated		
Steel Color:	Black			
Electrical Provisions:	0			
Cable/HDW Finish:	Galvanized			
PRICE				
\$13,507.00				
	Concept No:			

Structure 6

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	2	Foundations By	USA Shade
	Unit Type:	3-Point Sail	Grout Installation	USA Shade
	Structure Size:	16'x16'	Footing Type:	Drilled Pier
	USA Shade Model Number	307.5	Base Attachment:	Recessed Base Plate
	Entry Height:	8'/12'	Anchor Bolts:	Included
	No of Columns:	4	Concrete Cutting:	Not Included
	No of Fabric Tops:	2	Dirt Removal:	Not Included
	Fabric Type:	Shadesure	Surface Type:	Dirt
	Fabric Color:	Electric Purple	NOTES	
	Steel Finish:	Powder Coated		
Steel Color:	White			
Electrical Provisions:	0			
Cable/HDW Finish:	Galvanized			
PRICE				
\$28,490.00				
	Concept No:			

www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
1	Planning & Design Services	Includes Engineering, Drawings, Fabrication	\$12,435.00
1	Sourcwell Discount	10% off List Price Contract #010521-LTS-6	-\$11,035.00
TOTAL FOR ACCESS/MISC ITEMS:			\$1,400.00

PRICING TOTALS:	
Unit Total	\$110,350.00
Accessories/Miscellaneous	\$1,400.00
Shipping/Handling *subject to market fluctuation	\$3,300.00
SUBTOTAL	\$115,050.00
Sales Tax (9.25%)	Exempt
Engineering	Included
Installation	Not Included
TOTAL PRICE	\$115,050.00

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	50%
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	
NOTES:	
Pricing Terms above subject to credit approval	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 15 days to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	IBC 2018	* shipping is based on one shipment to central location
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings	0	
Calculations Required		

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sealed Drawings & Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	water and Electrical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

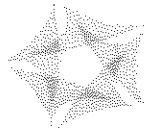
GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction during normal course of construction.



USA SHADE & Fabric Structures.

- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).



- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade[®] and eXtreme 327[™] are registered trademarks of Multiknit Pty. Ltd.

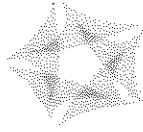
Commercial 95[™] and SaFRshade[™] are registered trademarks of Gale Pacific USA Inc.

Monotec 370[™] is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502[™] is a registered trademark of Serge Ferrari North America, Inc.

www.usa-shade.com 800-966-5005

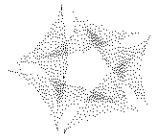
AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.

 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



USASHADE
& Fabric Structures.

27) Electronic Signatures. Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:
The City of Stonecrest

SELLER:
Shade Structures, Inc. DBA USA Shade

Signature: _____

Signature: _____

By: (Print) _____

By: (Print) _____

Title: _____

Title: _____

Date: _____

Date: _____

**NOTE: All purchase orders and contracts should be drafted in the name of
Shade Structures, Inc.**

Report Summary

Type From	Type To		
4 - Revenues	5 - Expenses		
Detail Level	Level 4 double space		
Adjusted Budget Column	N		
Skip Zero/ No Activity	N		
Level	From	To	New Page
1	100	100	n/a
2	060	060	N
3	06210	06210	N
4	ALL		N
5	ALL		n/a

Period	10
System Date	11/1/2022
System Time	11:39:19 am
Print Date	11/1/2022
Print Time	11:39:23 am
Run by	ARM
Print ID	381
System version	7.1.23
Export	APGLXP17
Export version	VM-07123000



CITY COUNCIL AGENDA ITEM

SUBJECT: Film Text Admendment

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 11/14/22 & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: William Smith, Economic Development Director and Alicia Thompson, City Attorney

PRESENTER: William Smith/Alicia Thompson

PURPOSE: First read.

FACTS: Updating of existing film ordinance.

OPTIONS: Choose an item. Click or tap here to enter text.

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Ordinance
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

**STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST**

ORDINANCE NO. 2022-_____

1 **AN ORDINANCE TO AMEND CHAPTER 15 (LICENSES, PERMITS AND**
2 **MISCELLANEOUS BUSINESS REGULATIONS), ARTICLE XIV. (FILM**
3 **PRODUCTION), OF THE CITY OF STONECREST CODE OF ORDINANCES TO**
4 **REQUIRE FILM PERMITTING ON PRIVATE PROPERTY AND TO PROVIDE FOR**
5 **CERTAIN EXEMPTIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
6 **CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE**
7 **AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

8 **WHEREAS**, the City of Stonecrest, Georgia (the “City”) is a municipal corporation
9 created under the laws of the State of Georgia; and

10 **WHEREAS**, the duly elected governing authority of the City is the Mayor and Council
11 (“City Council”) thereof; and

12 **WHEREAS**, the City Council shall have the authority to adopt and provide for the
13 execution of such ordinances, resolutions, policies, rules, and regulations, which it shall deem
14 necessary, expedient, or helpful for the peace, good order, protection of life and property, health,
15 welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City
16 of Stonecrest and may enforce such ordinances by imposing penalties for violation thereof; and

17 **WHEREAS**, ARTICLE XIV FILM PRODUCTION (“Film Production Ordinance”) of the
18 City of Stonecrest Code of Ordinances facilitates entertainment industry work performed in
19 Stonecrest while safeguarding the interests of Stonecrest's residents and businesses; and

20

21 **WHEREAS**, the Film Production Ordinance requires filming permit when work is
22 performed on public property; and

23 **WHEREAS**, the City wishes to amend the Film Production Ordinance by requiring film
24 permitting on private property in order to regulate certain uses on private property as long as the
25 use has an impact on public property; and

26 **WHEREAS**, the amendment to the Film Production Ordinance will also allow for certain
27 exemptions for filming on private property to include:

- 28 • Film Activities for the purpose of News Media;
- 29 • The recording of visual images (motion or still photography) solely for private use
30 and not for commercial use associated with personal/family video;
- 31 • Film Activities (motion or still photography) conducted at or within a properly-
32 licensed studio; and
- 33 • The owner of any Small Business, as defined by the size standards of the Small
34 Business Administration (SBA), may film a commercial for said business at their
35 properly licensed business location without a permit, so long as the filming takes
36 place wholly inside the private premises of the business location or immediately
37 outside the premises so long as the filming does not substantially interfere with
38 any vehicular or pedestrian traffic on the public right of way.

39 **WHEREAS**, the City Council finds that it is necessary to amend the Film Production
40 Ordinance for the interest of maintaining the public safety and general welfare of citizens of the
41 City and its visitors.

42 **NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR**
43 **AND COUNCIL OF THE CITY OF STONECREST, GEORGIA and by the authority**
44 **thereof:**

45 **Section 1.** The Code of Ordinances, City of Stonecrest, Georgia is hereby amended by revising
46 CHAPTER 15 (LICENSES, PERMITS AND MISCELLANEOUS BUSINESS
47 REGULATIONS), ARTICLE XIV. (FILM PRODUCTION) by adopting the provisions set forth
48 in Exhibit A attached hereto and made a part by reference.

49 **Section 2.** That amended ordinance be read and codified as follows with added text in **bold**
50 and deleted text in ~~strike~~ font:

51 **Section 3.** The preamble of this Ordinance shall be considered to be and is hereby incorporated
52 by reference as if fully set out herein.

53 **Section 4.** (a) It is hereby declared to be the intention of the Mayor and Council that all
54 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
55 enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

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

63 (c) In the event that any phrase, clause, sentence, paragraph or section of this
64 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise

65 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the
66 express intent of the Mayor and Council that such invalidity, unconstitutionality or
67 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
68 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
69 sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
70 clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional,
71 enforceable, and of full force and effect.

72 **Section 5.** The City Clerk, with the concurrence of the City Attorney, is authorized to
73 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

74 **Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
75 repealed to the extent of the conflict only.

76 **Section 7.** The effective date of this Ordinance shall be the date of its adoption by the
77 Mayor and Council unless otherwise stated herein.

78 **Section 8.** The Ordinance shall be codified in a manner consistent with the laws of the
79 State of Georgia and the City of Stonecrest.

80 **Section 9.** It is the intention of the governing body, and it is hereby ordained that the
81 provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of
82 Stonecrest, Georgia and the sections of this Ordinance may be renumbered to accomplish such
83 intention.

SO ORDAINED this _____ day of _____, 2022.

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

ARTICLE XIV. FILM PRODUCTION

Sec. 15.14.1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means the individual applying for a permit, who is legally authorized to bind the Producer.

Application means the document created by the Department of Economic Development that must be completed and submitted to the Director by a producer or the producer's authorized representative, in order to request a permit.

Change request means the document created by the Director that must be completed and submitted to the Department of Economic Development by a producer or the producer's authorized representative in order to request a material change to a permit.

Department means the Department of Economic Development.

Department of Economic Development means the Department of Economic Development, and its designee.

Director means the Director of the Economic Department, and his designee.

Element means an activity that is listed in Code section 15.14.6 below.

Entertainment industry work means the production of motion pictures, television series, commercials, music videos, interactive games and animation, where the final product is intended to be commercially released and/or commercially distributed.

Filming means creating motion picture images on public property **or private property**, including the on-site/on-location pre-production activities associated therewith, where the final product is intended to be commercially released and/or commercially distributed. Filming does not include activities performed as part of:

- 1) Documenting current affairs; or
- 2) Producing newscasts.

In addition, Filming does not include location scouting.

Impact with regards to public property, means (1) Use of intellectual property belonging to the City; (2) Closure of a City or state street, lane and/or sidewalk; (3) Use of pyrotechnics or other explosives; (4) Smoke effects, water effects or flame effects; (5) Display of real or artificial fire arms, grenades or other weapons that would cause the public to fear violence; (6) Vehicle chases and/or vehicle crashes; (7) Use of large or any other equipment that has a reasonable likelihood of causing damage to public property; (8) Use of wild animals controlled under federal or state law or county and/or municipal ordinances; (9) Use of city or state streets and/or lanes for the parking of trailers or vehicles associated with the Filming Activity that are likely to restrict the flow of traffic; (10) If another permit and/or license or any type of inspection is required by the ordinances of the City for the filming activity; (11) A gathering that lasts for more than one hour, has more than 75 attendees; or (12) any combination of the above.

Permit means a permit validly issued by the Department of Economic Development that authorizes Filming and the Elements contained therein, if any.

Producer means an individual, organization, corporation or any other entity that is ultimately responsible for the filming that is the subject of the application and the permit (where applicable).

Public property means real property owned by the city or for which the city is a lessee, including, without limitation, parks, streets, sidewalks, other rights-of-way, and buildings. The term "public property" shall not include real property which is being leased by the city to a lessee.

Private property means real property owned or leased by an individual or non-governmental entity, including, for example, residential homes and commercial developments.

(Ord. No. 2017-10-03, § 1(15.14.1), 10-16-2017)

Sec. 15.14.2. Purpose and intent.

The intent of the city in adopting this entertainment filming ordinance is to facilitate entertainment industry work performed in Stonecrest while safeguarding the interests of Stonecrest's residents and businesses. This article strengthens the city's ability to anticipate and provide adequate services for the multiple filming projects throughout Stonecrest. It also enhances the city's ability to accommodate unanticipated circumstances and requested changes. The Department of Economic Development, similarly, will respond to the needs of Stonecrest's neighborhoods regarding entertainment industry work and will promote community awareness of the entertainment industry's impact upon Stonecrest's economic development. This article furthers the city's commitment to being a best-in-class location to work and to live.

(Ord. No. 2017-10-03, § 1(15.14.2), 10-16-2017)

Sec. 15.14.3. Department of economic development as resource and liaison.

The Department of Economic Development will serve as a resource for Stonecrest's residents and businesses, providing information upon request about current or scheduled filming, helping to resolve problems that arise from entertainment industry work, and acting as a liaison between residents, businesses and the entertainment industry to address inconvenience experienced generally and with regard to a specific project. The Department of Economic Development will also serve as an ambassador to the entertainment industry, providing information, answering questions, helping to resolve challenges and facilitating the industry's work in the city. The Department of Economic Development will implement other mechanisms that enhance the experience of all people performing and effected by entertainment industry work, which may include an informational webpage and on-line permitting. While permits are required for entertainment industry work that occurs on public **and private** property ~~only~~, the Department of Economic Development will be a resource and liaison for all entertainment industry work, including work that occurs on private property.

(Ord. No. 2017-10-03, § 1(15.14.3), 10-16-2017)

Sec. 15.14.4. Permits for filming.

- (1) Any producer that wishes to perform filming must first obtain a filming permit. ~~No filming permit is required unless the entertainment industry work is performed on public property.~~ **No person shall use any Public Property or Facility, or Private Property, Facility or Residence where such use will have an Impact on public property for the purpose of filming without first applying for and obtaining a permit pursuant to this Article.**
- (2) Filming permits shall be issued by the Department of Economic Development. Permits shall be issued to the producer.
- (3) A permit will specify the filming that may occur at a particular location at a particular time. The permit will authorize elements to be performed as part of the filming, provided that the elements have been approved

by the Department of Economic Development. After receiving a permit, a producer may request modifications to the permit as described in subsection 15.14.8(1) below.

- (4) Where the filming application includes a request to close a city street, lane and/or sidewalk during the transition period for the City of Stonecrest, the request will be processed by DeKalb County in accordance with DeKalb County's ordinances, guidelines, and regulations.
- (5) A producer that receives a permit is responsible for knowing and complying with all other laws, including other ordinances and regulations, that establish prerequisites, authorizations and other required permissions applicable to the filming.
- (6) Where permitted filming includes signs or other displays of speech which would require a permit under chapter 21 or otherwise be prohibited under the Code, the signs and/or displays must be removed upon the expiration of the permit.
- (7) Notwithstanding any other part of this Code, any producer that performs filming without receiving a permit, violates the material terms of a permit, or is otherwise in violation of this entertainment filming ordinance, shall be subject to the provisions of section 1-11 of the Code.
- (8) While it is the intent of the city to honor each permit, the issuance of such permit shall not grant the producer a constitutionally protected property interest.

(Ord. No. 2017-10-03, § 1(15.14.4), 10-16-2017)

Sec. 15.14.5. Exemption from filming permit requirement; first amendment activity.

The following types of filming are exempt from the permitting requirement of subsection 15.14.4(1) above. This provision does not exempt a producer from complying with other applicable Code provisions, laws, ordinances or regulations that require elements or other activities included in the filming to be permitted or approved by the appropriate governmental entity.

- (1) Filming associated with any permitted or unpermitted rally, protest or demonstration, except when the same is staged for the sole purpose of being included in the filming's final product.
- (2) Filming associated with an outdoor event that is authorized by a city-issued permit, except when the same is staged for the sole purpose of being included in the filming's final product.
- (3) The provisions of this Article shall not apply to Film Activities for the purpose of News Media.**
- (4) The recording of visual images (motion or still photography) solely for private use and not for commercial use associated with personal/family video.**
- (5) Film Activities (motion or still photography) conducted at or within a properly-licensed studio.**
- (6) The owner of any Small Business, as defined by the size standards of the Small Business Administration (SBA), may film a commercial for said business at their properly licensed business location without a permit, so long as the filming takes place wholly inside the private premises of the business location or immediately outside the premises so long as the filming does not substantially interfere with any vehicular or pedestrian traffic on the public right of way.**

(Ord. No. 2017-10-03, § 1(15.14.5), 10-16-2017)

Sec. 15.14.6. Filming elements.

- (1) An applicant shall indicate on the application each of the elements listed below that will be included in the filming.

- (2) The final decision of whether to allow the element shall be made by the Department of Economic Development, and communicated to the applicant by the Department of Economic Development. Prior to denying permission to perform an element, representatives of the Department of Economic Development shall consult with the producer in an attempt to find alternative ways to accommodate the producer's filming needs.
- (3) ~~This section applies to the activities listed below only when they occur on public property.~~ Where the element requires approval from an additional governmental jurisdiction, the producer must obtain that approval as well.
- (4) The elements are as follows:
- (a) Night-time filming with the use of outdoor lighting where a residence exists within 150 feet from the location of an outdoor light;
 - (b) Filming in buildings that are owned by the city and not leased to a third-party, or in buildings of which the city is a lessee;
 - (c) Use of intellectual property belonging to the city;
 - (d) Closure of a street, lane and/or sidewalk;
 - (e) Use of pyrotechnics or other explosives;
 - (f) Smoke effects, water effects, or flame effects;
 - (g) Display of real or artificial fire arms, grenades, or other weapons that would cause the public to fear violence;
 - (h) Vehicle chases and/or vehicle crashes;
 - (i) Dangerous stunts that have a reasonable likelihood of causing substantial personal injury;
 - (j) Use of large or any other equipment that has a reasonable likelihood of causing damage to public property;
 - (k) Filming in a city park; and
 - (l) Use of wild animals controlled under federal, state, county, or city law and/or ordinances.

(Ord. No. 2017-10-03, § 1(15.14.6), 10-16-2017)

Sec. 15.14.7. Processing of permit applications.

A producer that wishes to perform filming must submit to the Department of Economic Development a completed application and the application fee set forth in code section 15.14.11 below. Where the producer is an organization, corporation or other entity, the application must be signed and submitted by an individual authorized to bind the producer. The Department of Economic Development will process the applications and the director will make permit determinations in accordance with this article XIV.

- (1) The application shall include, but not be limited to, the following:
- a. The filming project name;
 - b. The name and contact information of the applicant, including postal address, email address, and telephone number;
 - c. A valid photo identification of the applicant;
 - d. The name and contact information of the producer (if the applicant is not the producer);

- e. The dates, times and locations of the filming for which a permit is being requested, and a general description of the filming activity that will occur at each location;
 - f. A description of any elements that may be performed during the filming, including the dates, times and locations of each;
 - g. A description of any aspects of the filming, other than the elements, that may require city services;
 - h. A description of any assistance the producer may need from the City and/or concerns that the producer wants the City to be aware of; and
 - i. Where the producer is a student, an official letter or document from his school confirming that he is currently enrolled there. In addition, the student must appear in person and present his current student identification card and a valid driver license. Where the student does not have a driver license, he may present a different form of identification that includes his photo.
- (2) When more than one application is received for filming at substantially the same place and time, and the director reasonably determines that the filmings cannot logistically and/or safely occur together, the earlier or earliest of the applications that is received by the Department of Economic Development in a substantially completed form, which includes submission of the requisite application fee, shall be given priority as to the time and place requested. The Department of Economic Development shall make reasonable efforts to consult with the other applicants in an attempt to find alternative times and/or locations that are acceptable.
- (3) Film permit applications must be submitted to the Department of Economic Development at least three days prior to the proposed effective date of the permit to avoid rush permit fees as outlined in section 15.4.11.
- (4) The Department of Economic Development shall compile and maintain rules and guidelines applicable to the use of public property for filming, including the elements that are part of the filming, and shall apply those rules and guidelines equally regardless of the subject matter of the filming and/or the content of the speech therein.
- (5) In the event that permission to perform an element is denied pursuant to subsection 15.14.6(2) above, the Department of Economic Development will process the remainder of the permit and grant all other aspects of the filming for which the requirements have been met.
- (6) The Department of Economic Development may deny an application only if the director reasonably determines that one or more of the below-listed conditions exists. Prior to denial, the Department of Economic Development shall make reasonable efforts to consult with the producer in an attempt to resolve issues of concern and/or find alternative ways to accommodate the producer's filming needs, as described in subsections (7) through (10) of this section.
- a. The filming poses an unreasonable risk of personal injury or property damage to people or property not associated with the filming;
 - b. The filming poses an unreasonable risk of damage to public property that could not be quickly and/or fully remediated;
 - c. The date and time requested for a particular filming location conflicts with previously-issued permits or permissions for filming, outdoor events, or other activities;
 - d. Use of the filming location, or use of the location during the date or time requested, would unreasonably interfere with the operation of city functions;
 - e. Use of the filming location or the proposed activity at the location would violate a law, ordinance, statute or regulation, regardless of whether the illegal activity is part of the message or content

- of the filming. A permit shall not be denied based upon simulation of an illegal activity where the actual illegal activity is not being performed;
- f. The producer owes an outstanding debt to the city;
 - g. The producer previously caused significant damage to public property and, at the time of submitting the application under consideration, failed to adequately repair the damage or pay in full the city's invoice for damage repair and restoration services;
 - h. The producer previously violated this entertainment filming ordinance on two or more occasions, including without limitation by violating a material condition and/or restriction of a permit;
 - i. On two or more occasions, the producer's entertainment industry work in the city violated a city ordinance or other applicable law; and
 - j. The applicant made a material misrepresentation or gave incorrect material information on the application.
- (7) Prior to denying an application, if the Department of Economic Development determines that the requested filming includes one or more of the conditions described in subsection (6)a., b., c., or d. of this section, the Department of Economic Development shall employ reasonable efforts to identify alternative filming locations, times and/or dates that eliminate the unacceptable conditions and that are mutually acceptable to the producer and the city. The producer shall modify the application to incorporate any agreed-upon alternatives.
 - (8) Prior to denying an application, if the Department of Economic Development determines that the requested filming or related activity creates a violation as described in subsection (6)c. of this section, the Department of Economic Development shall allow the producer to revise the application so that the filming activities comply with applicable law.
 - (9) Prior to denying an application pursuant to subsection (6)f. or g. of this section, the Department of Economic Development shall notify the producer of the potential denial and allow her/him to remedy the conditions described in those subsections. The Department of Economic Development shall process the application after such repair, restoration or payment is complete, and may require the producer to obtain a refundable sanitation bond for the filming permit in an amount equivalent to the cost of the repair, restoration or debt.
 - (10) Prior to denying an application pursuant to subsection (6)h., i. or j. of this section, the Department of Economic Development shall provide the applicant an opportunity to present documents or other evidence that refutes the director's finding of previous permit violations, of previous violations of the law, or of misrepresentation or misinformation on the application, as applicable.
 - (11) Where the director has complied with subsections (7), (8), (9) and/or (10) of this section and reasonably determines that one or more of the conditions set forth in subsection (6) of this section continues to exist and that the application should therefore be denied, the director shall issue a written communication to the applicant that includes a detailed explanation for the denial. Nothing in this subsection shall preclude the director from also notifying the applicant orally.
 - (12) If the director denies an application, the applicant shall have the right to appeal the decision to the City Manager or his designee, provided that a written request for such appeal is made to the City Manager within three business days after the applicant's receipt of the director's determination. The person considering the appeal must be impartial, and must have had no involvement in the director's decision. The appeal shall be heard or considered within three business days after the city receives the applicant's request, and shall be decided de novo. The person considering the appeal shall evaluate the application and the director's decision in accordance with the criteria of this article XIV.

- (13) The person considering the appeal may issue his decision verbally, and shall issue a written decision within three business days of receiving written evidence from the applicant and/or meeting with the applicant, whichever is later. The written decision shall be the final decision of the city regarding the application. The applicant or producer may appeal the decision by writ of certiorari to the Superior Court of DeKalb County pursuant to the procedures set forth by Georgia law.
- (14) In no event shall the director's or any city employee's evaluation of whether to grant or deny the application, including any of the elements, include consideration of:
- a) The race, color, creed, religion, gender, age, disability, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, political affiliation or associational relationships of the applicant, producer or any person associated with the filming; or
 - b) The message or content of the filming.

(Ord. No. 2017-10-03, § 1(15.14.7), 10-16-2017)

Sec. 15.14.8. Modification, suspension or cancellation of a permit.

- (1) After receiving a permit, the producer may request a material modification of the permit at any time by submitting to the Department of Economic Development a change request and change fee as set forth in section 15.14.11. The Department of Economic Development's ability to process the change request shall be determined pursuant to the provisions established for processing applications, as set forth in subsections 15.14.7(2) and (3) above. The director's decision of whether to grant or deny the modification request shall be determined as set forth in subsections 15.14.7(4) through (14). Submission of a change request will not impact the validity of the permit already issued, except upon written request of the producer.
- (2) Where a producer has obtained a permit and abides by the material requirements thereof, the permit shall prevent the city's stoppage of activities that are authorized by the permit, except as otherwise set forth in subsection (3) of this section or as a result of applicable law.
- (3) In the event that the Department of Economic Development identifies a substantial public health or safety risk arising from or caused by the filming, and the producer is in material compliance with the permit, the following shall occur:
 - (a) Where the substantial risk is identified prior to the commencement of the filming, the director shall employ reasonable efforts to consult with the producer and identify permit changes that are mutually acceptable to the producer and the city, and that remedy the health/safety issues. Where such efforts are unsuccessful, the director shall modify the permit in a manner that minimizes disruption of the filming as determined at the director's reasonable discretion, and that eliminates the substantial risk.
 - (b) Where the substantial risk is not imminent and is identified after the commencement of the filming, the director shall employ reasonable efforts to consult with the producer and identify permit changes that are mutually acceptable to the producer and the city, and that remedy the health/safety issues. Where such efforts are unsuccessful, the director shall modify the permit in a manner that minimizes disruption of the filming as determined at the director's reasonable discretion, and that eliminates the substantial risk as reasonably determined.
 - (c) Where the substantial risk is imminent as reasonably determined and is identified after the commencement of filming, said department may place a stop work order on the filming if it finds that the order will likely alleviate the substantial risk. The stop work order may be issued without advance notice where the department deems that a delay of the order will jeopardize public health and safety, and shall be lifted as quickly as possible after the risk is eliminated. The director shall employ

reasonable efforts to consult with the producer and identify permit changes that are mutually acceptable to the producer and the city, that will minimize the length and impact of the stop work order as decided by the producer, and that remedy the health/safety issues.

- (d) Changes made to the permit pursuant to this subsection (3) shall not require payment of a change fee.
- (4) Where the director determines that the producer is violating material terms of the permit, the director shall decide the appropriate remedial actions after consulting with the producer. If the director finds that a substantial public health or safety risk is arising from or caused by the material violation, the director may place an immediate stop work order on the filming without prior notice to the producer, and consultation with the producer shall occur after the work stoppage. The consultation between the director and producer shall evaluate the nature and severity of the violation, whether the violation was intentional, whether permit modifications should be made, whether the stop work order should be lifted (where applicable), and what other actions should be taken (if any).

(Ord. No. 2017-10-03, § 1(15.14.8), 10-16-2017)

Sec. 15.14.9. Responsibilities of a producer once a permit is obtained.

- (1) A producer or producer's designee must have the permit on-site at the time and location of the filming, and must also have on-site any other permits required for that location by the department or any other governmental agency.
- (2) A producer must confine filming to the locations, times, guidelines and conditions specified in the permit and must abide by all other material terms of the permit.
- (3) Permits are not transferable.
- (4) A producer must clean and repair the filming location, and restore it to the condition it was in immediately prior to the filming, unless otherwise agreed upon in writing by the director and the producer. The department will inspect the filming location after the filming is completed to ascertain whether this requirement has been met. Where a producer fails to fulfill this requirement, the director will bill the producer for the cleaning, repair and/or restoration costs borne by the city, and the producer must pay the invoice in full within 30 days of receipt.
- (5) Permits shall require the producer to notify the department within three hours or sooner of learning of any emergency event regarding or arising from the filming that involves the media, the police or fire departments or emergency medical services.
- (6) A producer is responsible for:
 - (a) Knowing and complying with all city ordinances and other laws applicable to the filming and to the other activities arising from the producer's permit; and
 - (b) Requiring and using commercially reasonable efforts to enforce the requirement that any person working for or at the direction of the producer (including without limitation contractors) complies with all city ordinances and other laws applicable to the filming and to the other activities arising from the permit.
- (7) The requirements of subsection (6) of this section shall include without limitation that the producer is responsible for obtaining any and all permissions, licenses or other required authorizations for use of intellectual property, including intellectual property which is on public property but is not owned by the city.
- (8) Permits shall prohibit a producer from acting as a representative or agent of the city, and from indicating city endorsement of the filming, except as otherwise agreed to in writing by the director. This provision shall not prohibit the producer's use of the city logo in the filming credits.

- (9) The director shall require that notification be given to residents and businesses within a three-block radius of a location for which a filming permit has been issued. The director may provide the notification, may require the producer to provide the notification, or may utilize a different mechanism for providing notification. The notification must state that a filming permit has been issued, and must include the dates, times, locations and activities that are authorized by the permit. Additionally, the director shall require that notification be given to the councilmember representing the district in which the filming will occur. The director shall determine the most effective means and timing of notification based upon factors such as the type of impact that the filming will have on the neighborhood, the time between receipt of the application and commencement of the filming, the producer's budget and previous communications from a neighborhood regarding notification preferences.

(Ord. No. 2017-10-03, § 1(15.14.9), 10-16-2017)

Sec. 15.14.10. Other permit requirements.

After a permit has been approved by the director, it will be issued once the following have occurred:

- (1) The producer signs an indemnification provision on the permit whereby the producer agrees to indemnify the city and its officials and employees from all claims, losses and expenses, including attorneys' fees and costs, that may arise from the permit and any of the activities performed pursuant to the permit by, on behalf of, or at the direction of the producer;
- (2) The producer signs a provision agreeing to comply with all applicable environmental laws, including an agreement not to allow legally-prohibited contaminants from entering the sewage and stormwater drainage systems serving the area where the filming will occur. The producer must sign a separate indemnification clause, such as the one described in subsection (1) of this section, that pertains specifically to environmental breaches and includes without limitation the fines and clean-up costs associated therewith;
- (3) The producer obtains insurance coverage in an amount determined by the director, covers the city as an additional insured on the policy, and provides proof of the coverage.
- (4) The producer pays the permit fee and any other applicable fees set forth in section 15.14.11 below.

(Ord. No. 2017-10-03, § 1(15.14.10), 10-16-2017)

Sec. 15.14.11. Fee schedule.

The department shall collect all applicable fees arising pursuant to this article. These fees are set forth below in this section, and in other sections of the Code pertaining to the cost of services or goods provided by other city departments.

- (1) *Filming permit fee.* A filming permit authorizes all filming for a particular filming project during a calendar month, regardless of the number of filming locations. A filming permit is valid through the last day of the calendar month and may be renewed for additional calendar months.
 - a. *Standard Permit Fee.* The following fees apply when the completed filming permit application is submitted more than three business days prior to the effective date of the permit:
 - (i) \$200.00 for original filming permit.
 - b. *Rush permit fee.* Where a completed filming permit application is submitted to the three or fewer business days prior to the effective date of the permit, the producer must pay the standard permit fee plus the rush fee set forth below in this subsection. Additionally, where a producer

submits an application more than three business days prior to the effective date of the permit, the producer voluntarily may pay the standard permit fee plus the rush fee in order to have the application processed within three or fewer business days.

(i) \$300.00.

c. *Material changes to filming permit.*

(i) There is no charge for modifying a filming permit where the director reasonably determines that the modification is not material. For the purposes of this article XIV, the term "material" means that processing the requested change will require an expenditure of city staff time or services that is more than de minimus.

(ii) There is no charge for a material change to a filming permit where a completed change request is submitted to the director more than three business days prior to the effective date of the permit. Where a material change is requested after the permit has taken effect, there will be no charge if the completed change request is submitted to the director more than three business days prior to the implementation of the requested change.

(iii) Where a change request for a material change is submitted to the director three or fewer business days prior to the effective date of the permit or the implementation date of the change, as described in subsection (1)c.(ii) of this section, the producer must pay the rush change fee set forth below in this subsection. Additionally, where a producer submits a change request more than three business days prior to the implementation of the requested change, the producer voluntarily may pay the rush fee in order to have the change request processed within three or fewer business days:

(A) \$100.00.

d. *Cancellation fee.*

(i) Except as set forth in subsections (1)d.(ii) and (iii) of this section, a filming permit fee is nonrefundable.

(ii) Where the producer submits a change request and the change results in cancellation of a filming permit for a particular calendar month, the producer may utilize the filming permit fee for the cancelled month to purchase a new filming permit for the same project for a different calendar month. Regardless of whether a new filming permit fee is owed, the director shall determine whether a rush fee is applicable based upon the timing of the change request and the standards set forth in subsection (1)c. of this section.

(iii) A filming permit fee is refundable if cancellation is required because of extraordinary circumstances for which the producer is not responsible and which are not within the producer's control. Inclement weather, except for declared states of emergency, and common illness shall not be deemed extraordinary circumstances.

(2) *On-site services fee.* An on-site services fee is assessed for each public property location where filming occurs, as authorized by the filming permit, for each day that filming occurs at that site. Where a producer films at more than three locations in a day for the same filming project, he shall be charged an on-site services fee only for the first three locations.

(Ord. No. 2017-10-03, § 1(15.14.11), 10-16-2017)

Secs. 15.14.12—15.14.100. Reserved.



CITY COUNCIL AGENDA ITEM

SUBJECT: Summary From Committees

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Summary
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: Mayor Pro Tem George Turner

PRESENTER: Mayor Pro Tem George Turner

PURPOSE: Summary of the City of Stonecrest's Committees

FACTS:

OPTIONS: Choose an item. Click or tap here to enter text.

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - City of Stonecrest Boards, Commissions, and Committees
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

Stonecrest Transportation Committee

2022 SUMMARY REPORT STATEMENT

The transportation committee met nine times throughout the year. Our meetings were traditionally held on the second week of each month. The focus was on the freight cluster study for the Lithonia industrial Park area and on the Paths, bicycle and trails studies. We also looked at bridgescape, streetscapes and monument signs/wayfinder markers. We had two subcommittees, one on the freight cluster study and one on the bicycle path study. Recommendations made to council was in support of the freight cluster study as we presented information from the South DeKalb freight cluster and CID operation. We also recommended to council to enter into agreement with a vendor to complete the bicycle paths study efforts. We made arrangements with GA/DOT to give us a representative on interacting with the scheduled work for the bridges at Miller Rd, Panola Rd and at Hillandale Rd, in an effort to include bridgescaping in already scheduled work in these areas. This effort will be ongoing as we have shared some possibilities for bridgescaping and wayfinding signs. Some of this is already under study by the city's engineers. This committee also seeks to *interact* and offer advice on Rapid Transit planning for Stonecrest.

These are only some of the initiatives examined by the Transportation Committee.

- Minutes are on file at city of stonecrestga.gov
- All meetings were recorded and are on file at stonecrestga.gov
- We recommend reconstitution of the Transportation Committee for FY- 2023

Chairperson; Erica Williams

Stonecrest CID Advisory Committee

2022 SUMMARY REPORT STATEMENT

The CID Advisory committee met six times throughout the year. After the first couple of meetings, we agreed to hold subsequent meetings on the third Thursday of each month. The first three meetings were held under the leadership of former Economic Development Director Jonathan Bartlett. Upon his departure, the committee was unable to meet for lack of a quorum during the summer. When we regrouped in September, William Smith, the new Economic Development Director became our primary sponsor.

Our focus initially was obtaining an Intergovernmental Cooperation Agreement with the East Metro Dekalb CID. After a couple of trips back and forth between the City Attorney's office and the CID, this was completed during the summer. In the meantime, we additionally proposed two project-specific cooperation agreements between the city and the CID for the landscaping project on Turner Hill Road and the Flock Camera project near the Mall at Stonecrest. The last two proposed agreements were sent to the City Attorney's office for review, but we have not yet heard back from them.

Although we lacked a quorum in August, several of our committee met with Larry Kaiser, the Executive Director of the Metro South Community Improvement District, hearing of their work with both the businesses and residents in their southwest Dekalb community. This meeting inspired us to seek a greater degree of cooperation and progress within our own community. As a result, we scheduled a presentation from Bernard Knight, Chairman of the Stonecrest Industrial Council, at which we heard of their plans to form the Stonecrest/Lithonia Industrial Park Community Improvement District. Our committee will take a tour through the Stonecrest/Lithonia Industrial Park on December 9, visiting several businesses and hearing their plans for greater community involvement.

These are some of the activities of the CID Advisory Committee. If possible, we would like to keep the same group together in 2023, as we believe we can make much more progress after gaining experience in 2022.

- Minutes are on file at city of stonecrestga.gov
- All meetings were recorded and are on file at stonecrestga.gov

Chairperson: Greg Wright

The Parks and Recreation Advisory Committee was reconstituted April 4, 2022. During the meeting, Park and Recreation Advisory Committee establish a new Chairman Tara Graves. The new Vice Chairman was elected as Karyl Clayton and the new Secretary was elected as Beverly Cooper. The additional members are Charnessa Grace, Jamil Salem, Ieisha Fuller, Kennard Turner, and Tameika Porter. Our meeting is held on the first Thursday of every other month.

The rules for the advisory committee were reiterated that they evaluate and give suggestions to Mayor, City Councils and Park Director.

The Parks and Recreation Advisory Committee follows the parks master plan that outline citizens' concerns to improve the parks' aesthetics and function. Salem Park playground was replaced, and grand opening was held on 12/9/2022. (Master plan objective 2.5). Additional work completed was replacing 4 HVAC systems, removing debris from the roof at Browns Mill Recreation Center, troubleshooting field lights and scoreboard, replacing valves in restrooms at Aquatic Center, repairing damaged wood at pavilion and concession stand at Brown Mill Park, Pressure washed pavilion and install picnic tables and benches at Brown Mills Park and Salem Park.

The Parks and Recreation Advisory continues to see the master plan executed and continue to request funding for implementations for improvements for all parks in Stonecrest and looking to develop a park in District 1.

-Master Plan Reference: Goal 1 Continue to improve events and programs. In 2022 service was deliver:
Open Gym, Pickleball, Athletic Programs, Yoga, Drones Take Flight STEM program, Stonecrest Garden Club and Soul Line Dance Class. The Parks Department had several engagements such as the Truck or Treat, The Fall Festival, Screen on the Green and Park Pop Ups, and Holiday Tree Lighting. The goal is to continue community engagement by promoting more events and offering more programs for the youth.

The 2022 Park and Recreation Advisory Committee has concluded for 2022 and excited on moving forward as an advisory board that do not make decisions, but to provide current knowledge, critical thinking, and analysis to increase the confidence of the decision-makers who represent the City of Stonecrest. All meetings were recorded and are on file at Stonecrestga.gov. We recommend reconstitution of the Parks and Recreation Advisory Committee for FY-2023.



CITY COUNCIL AGENDA ITEM

SUBJECT: City Hall Hours & Council Chamber Capacity

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS **OTHER, PLEASE STATE:** Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Discussion
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 11/14/22 & 12/12/22

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: Gia Scruggs, Acting City Manager

PRESENTER: Gia Scruggs, Acting City Manager

PURPOSE: Discussion of City Hall Hours; Council Chambers Capacity; Remote work schedule

FACTS: Click or tap here to enter text.

OPTIONS: Choose an item. Click or tap here to enter text.

RECOMMENDED ACTION: City Hall operating hours 8am-5pm Monday-Friday; Council Chamber capacity returned to full capacity (still encouraging masks and requiring temperature checks upon entry); Remote work schedule for city employees no more than 2 days a week (with medical condition considerations needed).

ATTACHMENTS:

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

(5) Attachment 5 - Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

SUBJECT: SPD22-000015 The Enclave at Arabia Mountain

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
- NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
- OTHER, PLEASE STATE: **Discussion of Preliminary Plat for The Enclave at Arabia Mountain**

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 11/28/22 & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Tuesday, December 27, 2022

SUBMITTED BY: Keedra T. Jackson, Deputy Director of Planning & Zoning

PRESENTER: Ray White, Director of Planning & Zoning

PURPOSE: The applicant is requesting an approval of the Preliminary Plat for The Enclave at Arabia Mountain. The applicant proposes to construct an 18 lot subdivision in District 5. The subject lots range from 7,500 sf to 10,317 sf in the area. The disturbed acreage will be 3.20, and 1.83 acre will be undisturbed greenspace. The applicant will follow the Arabia Mountain development standards.

FACTS: The plat was initially heard at the November 28th City Council Meeting and was deferred. Staff met with the council to discuss the application of subdivision and zoning regulation in underlying and overlay zoning within the Arabia Mountain District.

OPTIONS: Choose an item. [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- (1) Attachment 1 - Staff Report



CITY COUNCIL AGENDA ITEM

- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



Mayor and City Council
Mayor and City Council Meeting November 28, 2022

Staff Analysis of Preliminary Plat

Petition Number:	SPD22-000015
Applicant:	Steve McIntosh
Owner:	Wayne Morehead
Project Location:	6301 Browns Mill Road
Parcels:	16-081-02-004
Council District:	Council District 5
Acreage:	6.07 +/- acres
Existing Zoning:	R-100
Proposed Zoning:	R-100
Comprehensive Plan Community: Area Designation	Suburban
Proposed Development/Request:	The applicant is requesting an approval of the Preliminary Plat for The Enclave at Arabia Mountain
Staff Recommendations:	<i>Approval</i>
Planning Commission	N/A

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Zoning Map



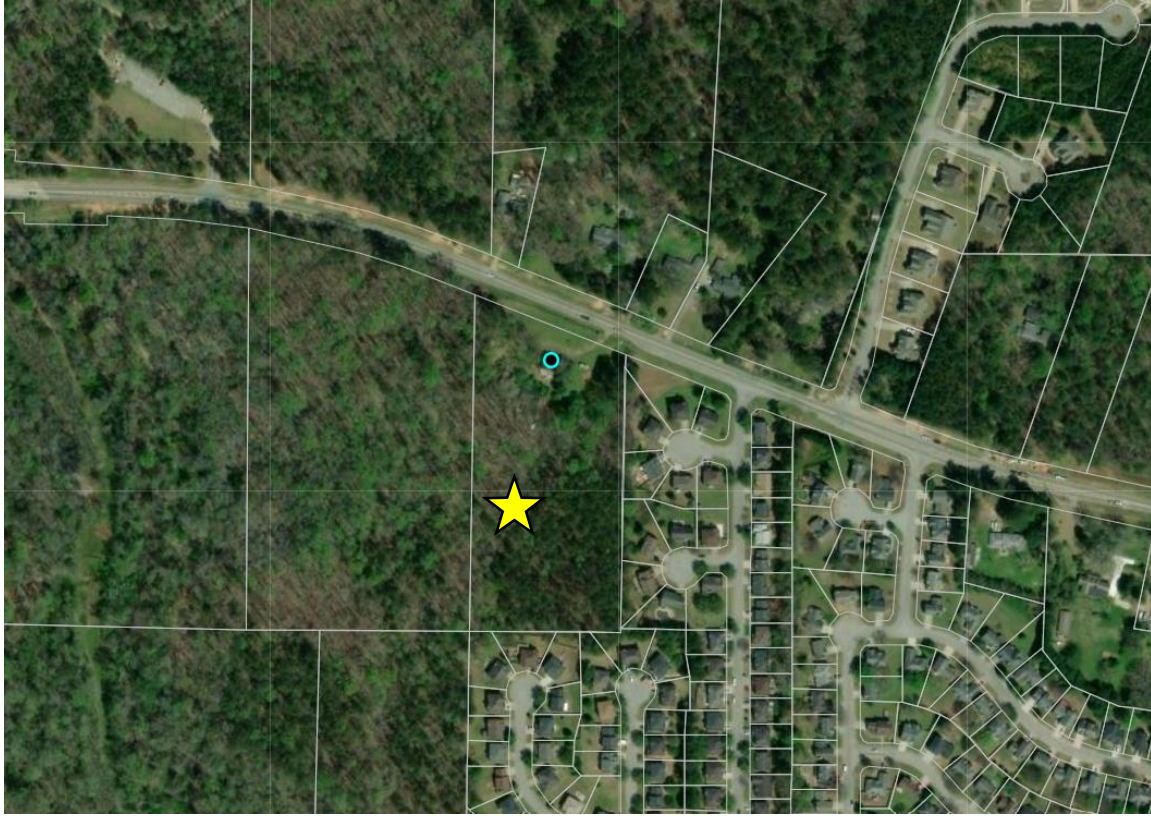
Proposed Zoning: R-100 (Residential Medium Lot)



Subject Property

Aerial Map

Mayor and City Council



Location

 **Subject Property**

SDP22-000015

The subject property is located at 6030 Rockland Rd (Parcel ID: 16-081-02-004). The Subject Property consists of a ±6.07 -acres in Land Lots 081, of the 16th District, of City of Stonecrest, DeKalb County, Georgia (“Subject Property”).

The property is bounded by Flat Rock Elementary to the east, by Sandstone Estates to the north and west and southern portion.

Background:

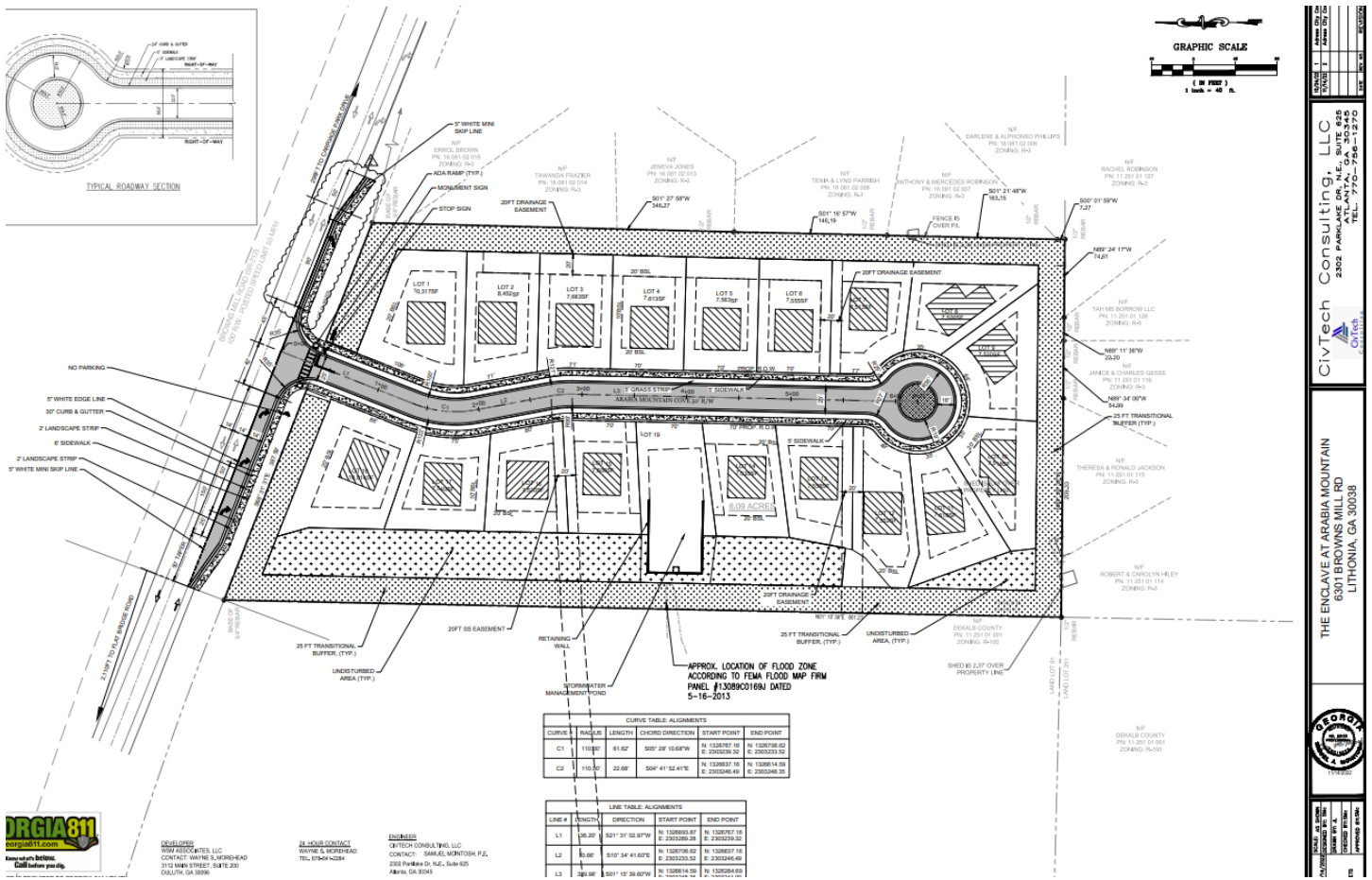
The preliminary plat review started under the previous administration at the City of Stonecrest. The applicant contacted current staff for a plat approval and was then informed by staff that the plat will need to be approved by Mayor & Council before a Land Disturbance Permit can be obtained.

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Details of the Preliminary Plat:

The applicant proposes to construct an 18 lot subdivision in District 5. The subject lots will range from 7,500 sf to 10,317 sf in area. The disturbed acreage will be 3.20, 1.83 acres will be undisturbed greenspace, The applicant will follow the Arabia Mountain development standards.

The subject property is predominantly surrounded by single family residential with the R-100 zoning category. Detail site and architectural plans must be submitted to the Planning & Zoning Department for the Pre-Development Review Team and shall be in substantial conformity with the City of Stonecrest Development Standards.



DESIGNER:
WSP ASSOCIATES, LLC
CONTACT: SHANE S. BARKHEAD
3112 MAIN STREET, SUITE 200
DULUTH, GA 30096

REGISTERED:
WAYNE S. BARKHEAD
TEL: 678-444-4034

ENGINEER:
CIVITECH CONSULTING, LLC
CONTACT: SHARON MONTANA P.E.
2002 Parkside Dr., N.E., Suite 600
Atlanta, GA 30341

CivTech Consulting, LLC
2502 PARKWAY AT ATLANTA
ATLANTA, GA 30340
TEL: 770-756-1270

THE ENCLAVE AT ARABIA MOUNTAIN
6301 BROWNS MILL RD
LITHONIA, GA 30058

DRGIA81



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STANDARDS OF PRELIMINARY PLAT REVIEW:

Section 14-88 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Community Development Department and Planning Commission. Each element is listed with staff analysis.

The owner of the land where the proposed development is to occur, or his authorized agent, shall file a preliminary plat with the Director along with an application for approval. The application shall:

(1)

Be submitted with the plan set for a Land Disturbance Permit;

(2)

Be accompanied by minimum of six copies of the plans, which must be prepared by a registered civil engineer, surveyor, or landscape architect, as described in these regulations and complying in all respects with these regulations and conforming with the zoning of the property;

(3)

Be accompanied by an application fee in the amount set by the mayor and city council;

(4)

Be accompanied by a tree survey;

(5)

Include the name, address and telephone number of an agent who is authorized to receive all notices required by these regulations;

(6)

Be signed by the owner of the property, or if the application is not signed by the owner, a completed indemnification agreement signed by the owner of the property;

(7)

Be accompanied with a consent affidavit from the property owner;



Mayor and City Council

(8)

Be accompanied by a small map of the City of Stonecrest depicting the subdivision location within the City;

(9)

Be accompanied by a vicinity map at a scale of 400 feet to one inch showing the location of the tract with reference to surrounding properties, streets, municipal boundaries, and streams within 500 feet of the tract show zoning districts of adjoining property;

(10)

Include the names of adjoining property owners and the zoning classifications of adjacent properties;

(11)

Include the name, address and phone of developer and engineer;

(12)

Be accompanied by a certification by the applicant that no lots platted are nonconforming or will result in any nonconforming lots;

(13)

The applicant shall obtain the approval of the DeKalb County Health Department and the DeKalb County Department for Watershed Management; and

(14)

Payment of the appropriate development review application fee.

(Ord. No. 2018-06-03, § 14-88, 6-3-2018)

- **Whether the proposed land use change will permit uses that are suitable in consideration of the use and development of adjacent and nearby property or properties.**

*As shown in the table below, the subject property is surrounded by industrial and residential development. *
Please see the map below table*



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ADJACENT ZONING AND LAND USE		
	Zoning	Zoning Land Use
Adjacent: North	R-100(Residential Medium Lot) District	Single-family
Adjacent: East	R-100 (Residential Medium Lot) District	Single-family
Adjacent: South	R-100 (Residential Medium Lot District) and RSM (Residential Small Lot)	Single-Family
Adjacent: West	R-100 (Med Residential)	Single-family Residential

STAFF RECOMMENDATION

The applicant has met all of the Preliminary Plat requirements stated in Section 14-88 of Chapter 14; therefore, staff recommends **APPROVAL** of SDP22-000015.