



## CITY OF STONECREST, GEORGIA

### CITY COUNCIL SPECIAL CALLED MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, June 06, 2022 at 7:00 PM

*Mayor - Vacant*

*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

**II. ROLL CALL:** Sonya Isom, City Clerk

**III. AGENDA ITEMS**

- a. For Decision** - City Hall Usage Review and Assessment Vendor Recommendation - *Gia Scruggs*
- b. For Decision** - Film Music and Entertainment Consultant Recommendation - *Gia Scruggs*
- c. For Discussion/Decision** - June Council Meeting Adjustment - *Mayor Pro Tem George Turner*
- d. For Discussion/Decision** - Public Works Services - *Hari Karikaran*
- e. For Decision** - Carl Vinson Institute of Government Study - *Hari Karikaran*

**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**

*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 COUNCIL AGENDA ITEM

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**SUBJECT: City Hall Usage Review and Assessment**

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**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

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

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

**Current Council Meeting:** Monday, June 6, 2022

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**SUBMITTED BY:** Janice Allen Jackson, City Manager

**PRESENTER:** Gia Scruggs

**PURPOSE:** The City Manager discussed with Council her recommendation of having a consultant review City Hall location options.

**FACTS:** The Finance Department published a solicitation on February 1, 2022. The solicitation closed on March 1, 2022 with one vendor submitting a bid. The bid was evaluated by the evaluation committee and found to be a responsive vendor. The evaluation committee conducted a request for clarification meeting with the proposed vendor to ensure they would be able to provide the services that were included in the published solicitation. The Finance Director is recommending Sizemore Group to perform the City Hall Usage Review and Assessment. The cost for this assessment is for an amount not exceed \$72,156.00 The funding for this is SPLOST – Facilities/City Hall – Professional Services.

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

**RECOMMENDED ACTION:** Approve

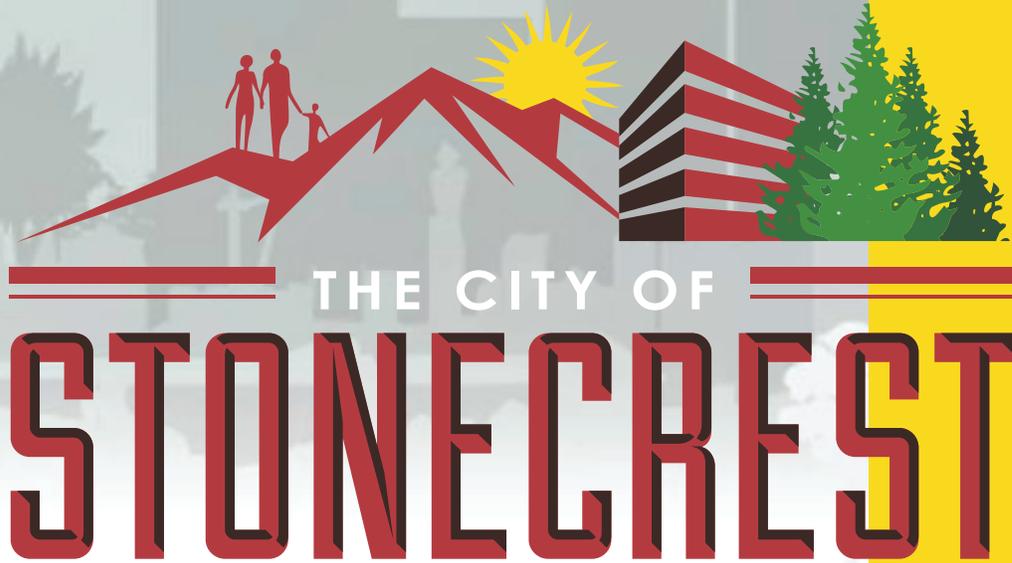


## CITY COUNCIL AGENDA ITEM

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### **ATTACHMENTS:**

- (1) Attachment 1 - Sizemore Group proposal
- (2) Attachment 2 - Evaluation Score Sheet
- (3) Attachment 3 - Professional Services Contract Draft
- (4) Attachment 4 - Bid Summary
- (5) Attachment 5 - [Click or tap here to enter text.](#)



City Hall  
Usage Review  
and  
Assessment

CONTACT:  
LILY BERRIOS, PRESIDENT  
404.605.0690 X103

PREPARED BY  
SIZEMORE GROUP, LLC  
342 MARIETTA STREET, NW, UNIT  
3  
ATLANTA, GA 30313  
FEBRUARY 25, 2022

RFQ# 22-003



CULTURAL PLACES • BEAUTIFUL SPACES



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March 01, 2021

City of Stonecrest  
 Attn: Procurement Department, Stonecrest City Hall  
 3120 Stonecrest Blvd, Stonecrest, GA 30038

RE: RFP# 2022-003: City of Stonecrest City Hall Usage Review and Assessment

Dear Members of the Selection Committee:

The Sizemore Group Team is honored to present our qualifications to provide a Usage Review and Assessment for the City Of Stonecrest City Hall. Specifically, to provide space assessment, programming and concept design for use of the existing structure located at 2994 Turner Hill Rd, Stonecrest, Ga and the opportunity in consideration of alternative locations. Key tasks are to provide a staff , function and space use assessment, and recommendations that address short-and long-term needs, while optimizing the use of the City's assets. In response, we bring you :

**Knowledge of Civic Entities** – For the past three decades Sizemore Group has provided counties, cities, state and federal institutions with professional planning and design services for their facilities. We understand their core functions (from administrative to judicial), key adjacencies, and flow needed to deliver public services. You will benefit from our knowledge of trends and how we mold them using strategies that supports your mission .

**Experience Re-Imagining use of "retail boxes"** - through our planning and design experience we have worked on commissions that re-imagined abandoned retail boxes and converted them into assets

**Approach** – Sizemore Group has over 30 years of nationally recognized experience doing pre-design, including programming, facility assessments, test fits and implementation plans. These commissions addressed multiple existing facilities for counties, cities, campuses and corporations. Our approach has been customized to meet your specific needs. Key components are:

- Consistent communication and point of contact between our team and City of Stonecrest.
- Clear way to organize the participants in order to facilitate decision making while enabling broader input.
- Time on site: reviewing conditions and participating in key sessions.
- Setting goals and the strategic direction at the beginning of the project.
- Focus on validating the proposed quantity and quality of space is justifiable.
- Testing a broad range of strategic options regarding the use of Sam's Club and alternative locations

**People** – A group of senior staff who are experts in their respective areas and have worked together successfully providing these services. They will be active participants throughout and guide the decision-making process. Key to success is doing a significant amount of work on site. This provides for interaction, transparency, buy-in and expedites the process, critical when multiple users are involved.

The following package provides additional information on the qualifications of our Team. We are very excited about this project and the opportunity to continue offering services to the City of Stonecrest

For the Team,

Sizemore Group, LLC

Lily del C. Berrios, AIA, LEED AP BD+C, President  
 Principal-In-Charge



Sizemore Group Lobby

## Section 1 - Description of Firm

Sizemore Group (SG) has been in business for over 45 years and has a strong record in delivering planning, design and construction services to municipalities. Sizemore Group will be responsible for coordinating work to ensure the services requested meet the City of Stonecrest satisfaction. Sizemore Group is known for developing feasibility and space needs assessments studies for municipalities that place a priority on the accessibility, cost-effectiveness, and long term sustainability that ultimately lead to implementation. In addition Sizemore Group has developed a specialty in adapting malls, retail, and institutional functions. Finally, we bring an extensive portfolio of planning that includes mixed use and assembly space.

Our approach to the services requested will allow for transparency and collaboration of both the strategic and tactical efforts of our team by encouraging collaboration and efficient communication. The following pages of this proposal provides evidence of our abilities to incorporate various options for funding that may be applied to this project experience.

### Office Location:

Sizemore Group, LLC  
342 Marietta Street, NW, Unit 3  
Atlanta, GA 30313

### Years in Business: 47

### Main Contact:

Lily Berrios, AIA, LEED AP BD+C, President  
(404.605.0690 x103 | 404.281.9900 |  
lilyb@sizemoregroup.com)

### Corporate Structure:

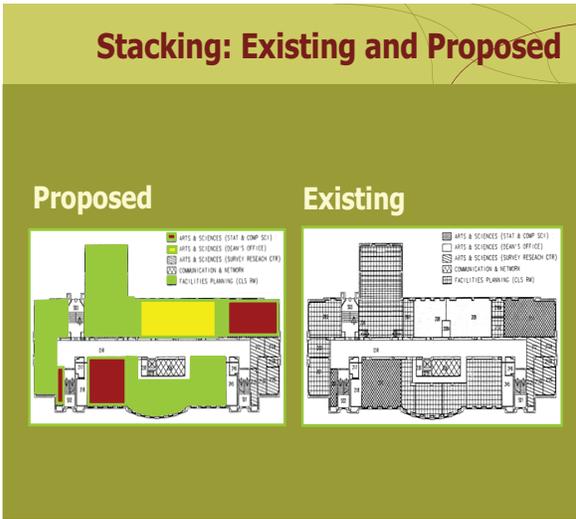
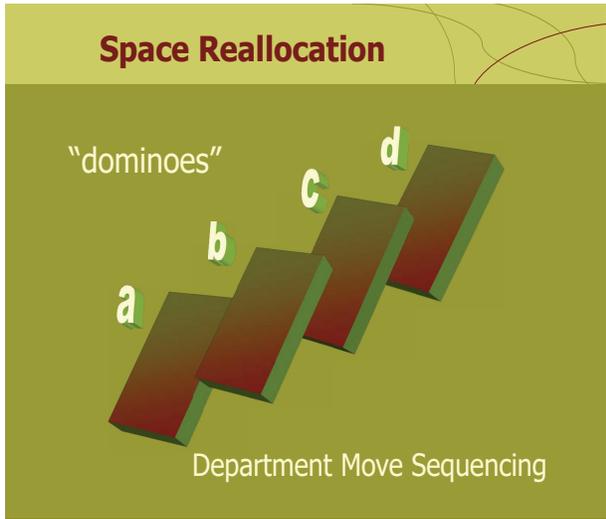
William de St. Aubin, AIA, LEED AP, CEO  
Angel Kauffmann, IIDA, LEED AP BD +C,  
Principal, Director of Interiors

### Types of Services:

- Master Planning
- Programming
- Space Needs / Facilities Condition Assessments
- New Building Design
- Renovations / Additions / Adaptive Reuse
- Interior Design
- FF&E
- Project Management

## Total Need versus Assets

- Total Existing ASF = 117,690 ASF
  - Units located Downtown = 80,924 ASF
  - Health Department = 36,766 ASF
- 2019 Current to Standards = 107,236 ASF
  - Units located Downtown = 78,410 ASF
  - Health Department = 28,826 ASF
- 2029 Future Need = 139,636 ASF
  - Units located Downtown = 110,161 ASF
  - Health Department = 29,475 ASF

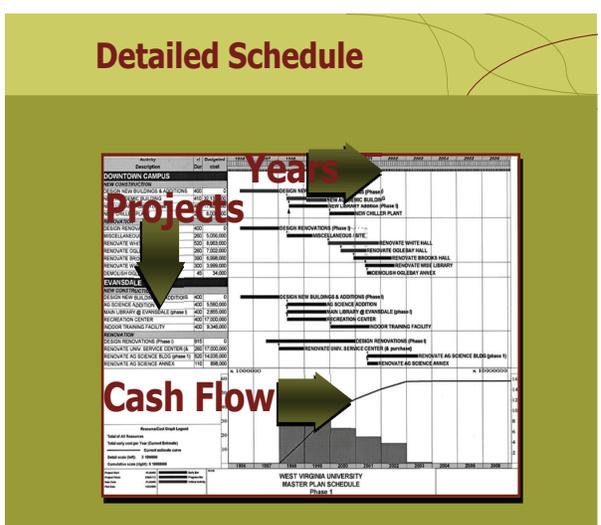


### Capital Projects

**Building**

	0024 SCIENCE BLDG	0033 SCIENCE ANNEX	Institutional Lab
GSP - ASF / GSP Ratio	193,011 / 48.9%	69,095 / 59.8%	55.0%
Difference between Existing (Guideline ASF & Realloc. Rat)	95,813 / 1.3%	42,110 / 2.0%	\$ 2
BOR Costing Data \$ / GSF	\$50.00	\$50.00	\$190.00
<b>New Construction</b>			<b>43,852,346</b>
New Construction			
Interior Modifications	100%	\$9,650,550	\$3,454,750
Systems Upgrade	\$1,724,184	\$657,844	\$657,844
Resident Engineer/Inspector			\$246,750
Architectural/Engineering			\$2,631,141
Loose Equipment			\$4,385,235
Special Costs			
Move + Process	\$141,520	\$61,840	\$190,410
Demolition	30	30	
Contingency			\$483,255
Special Costs (Not Subject to Cont.)	\$1,333,622		\$5,105,913
Acquisition			\$7,250,000
<b>Total Project Cost</b>	<b>\$14,669,841</b>	<b>\$5,315,803</b>	<b>\$53,415,045</b>

**Project**





**2. ORGANIZATIONAL RESOURCES –**

We have organized our Team as outlined in the chart presented below.

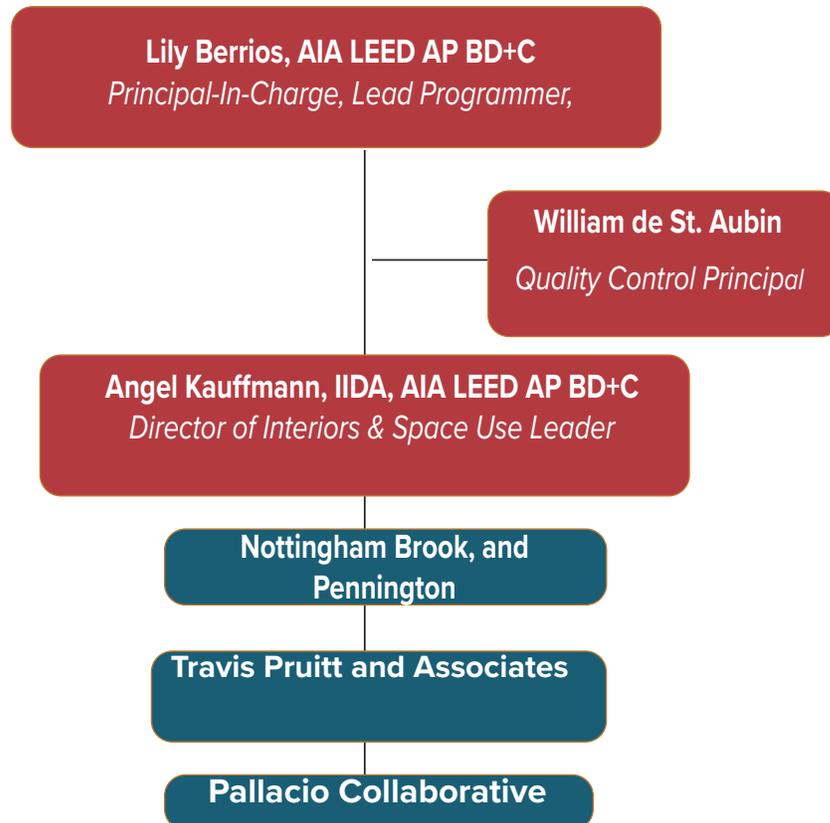
Sizemore Group (SG) is the Prime Firm, and as such will be responsible for overall management of this project.

Lily Berrios will be the Principal-In-Charge.

Angel Kauffmann, Project Manager and Director of Interiors, will be the day to day Point of Contact.

Bill de St. Aubin, Senior Architect and Sizemore Group's CEO, who will serve as the team's Quality Control Principal and expert on adapting retail.

We have a team of skilled sub consultants who have exemplary knowledge and leadership skills in their areas and have worked with the Sizemore Group on similar commissions. Following the chart are resumes of proposed staff .





**3. TEAM-** We bring a senior-level team of engineers and estimators who are hands on, have depth of knowledge of institutional facilities and have worked together with Sizemore Group on similar commissions for other public and private institutions. For this project, we anticipate their participation will be focused on:

- The assessment of the building and site – NBP and TPA
- Generating Rough Order of Magnitude (ROM) cost - PC

**Nottingham Brook and Pennington (NBP)** – will lead in mechanical / electrical / plumbing assessment of the Sam’s Club property. They bring knowledge of your facilities, people, operations and procedures. In addition, the firm has work experience with SG that dates back more than 25 years and includes similar feasibility studies.

**Travis Pruitt & Associates (TPA)** will provide civil assessment. They are skilled in preparing complete “concept to completion” packages for master planning institutional, mixed use,

and commercial projects. Their professionals can navigate a job through planning, zoning, site assessments and all the way through design. The results: better communications and considerable savings of time and expense. TPA has previous experience working with SG on similar commissions.

**Palacio Collaborative (PC)** will provide Cost Estimating Services. They provide comprehensive facility solutions through full service Construction Program, Cost, and Value Management. They are a certified MBE, have experience and a long history working with SG on advance planning and feasibility studies.



LILY BERRIOS

AIA, LEED AP BD+C

PRINCIPAL-IN-CHARGE

SIZEMORE GROUP

**EDUCATION**

Bachelor of Architecture,  
Cornell University

**ASSOCIATIONS**

AIA  
AFGA  
SCUP, Southern Regional  
Council  
Georgia Independent  
Colleges Association

**PRESENTATIONS**

Over 20 Presentations  
and Workshops at  
Southern SCUP and  
SAIR  
2 Sessions and 5 Workshops  
to SCUP International  
1 Session at National AIA  
4 Sessions at NoName  
Conference

**AWARDS**

Athens Clarke County  
Heritage Award – Interim  
Medical Partnership Building  
Renovation\*  
Athens Clarke County  
Stewardship Award –  
ACC Water Treatment Plant\*  
LEED Certification as  
LEED AP for 5 projects,  
ranging up to GOLD Level

PRINCIPAL-IN-CHARGE – Ms. Berrios, has 40 years of award-winning, architectural, planning and design experience. Her responsibilities include design leadership in the firm's largest and most prestigious projects. Lily has consistently exhibited her expertise for understanding the goals inherent in high quality programming, master planning and design. She has worked on programming and concept designs for multiple facilities and departments at one time, as noted below. She has also participated in Strategic Space Allocations for large public clients including Athens-Clarke County, Floyd County, Fulton County, CDC, Smyrna, & Georgia Building Authority. Many of these have led to renovations or new buildings. A leader in the industry, she frequently travels nationwide and presents on trends in space planning across multiple space types (educational & civic). By cross pollinating, she creates relevant strategies. She will apply that approach to this project. Relevant experience includes:

**CIVIC:**

- Athens-Clarke City / County Space Allocation (following merger)
- Athens-Clarke County Bobby M. Snipes Water Resources Center
- Centers for Disease Control Space Use, Facility Condition and Master Plan for all locations in Atlanta
  - City of Smyrna
    - » Original Master Plan
    - » Space Needs and Design: Library, Community Center, City Hall
  - City of Johns Creek Strategic Space and Site Assessment
  - Floyd County Space Reallocation (ongoing)
  - Fulton County Space Reallocation (ongoing)
  - Fulton County Open End: Solicitor's Office Interior Design and FF&E
  - Georgia State Attorney General Office and Law Department – Space & Concept
    - Georgia State Financing & Investment Commission Task Order Contract
      - » School for the Deaf, at Cave Spring and at Clarkston – Space Improvement/Repairs
      - » DFACS Space Program and Site Assessment
    - Georgia Department of Transportation: Labs and Office Prototypes
    - City of Griffin Space Needs Assessment

**EDUCATION:**

- ABAC Space Needs Assessment and Building Condition for 3 facilities
- Atlanta-Fulton Public Library System Space Use Master Plan
- Atlanta Public School System Space Use, Demographics and Master Plan
- Augusta State University Allgood Space Use and Facility Master Plan & Building Design
  - Clark Atlanta University Space Use and Facility Master Plan & 10 Renovations
    - Drake State Technical Community College Space Program
    - Georgia State University Campus Wide MP, Master Space Reallocation & Building Design
      - Kennesaw State University – Marietta Campus: Master Plan & Space Use Update; Facility Assessments (15); Campus Task Orders (5) & 3 Renovations
      - LaGrange College Space Allocation, Feasibility Studies, & Design
      - Middle Georgia State College – Space Needs Assessment and Building



ANGEL KAUFFMANN

**IIDA, LEED AP BD+C**

- **DIRECTOR OF INTERIORS** •
- **PROJECT MANAGER** •

SIZEMORE GROUP

**EDUCATION**

Bachelor of Fine Arts

Interior Design, Lamar  
Dodd School of Art,  
2005

**MEMBERSHIPS**

Principal IIDA,  
International Interior  
Design Association

NCIDQ Certificate  
No. 024212 (National  
Council for Interior  
Design Qualification)

**AWARDS**

Athens Clarke County  
Heritage Award –  
Interim  
Medical Partnership  
Building Renovation  
University of  
Georgia Intellicenter,  
Lawrenceville Campus,  
Best of the Best (BOB)  
Award, Honorable  
Mention

**DIRECTOR OF INTERIORS • PROJECT MANAGER** – Ms. Kauffmann is a Principal of the firm and brings over 15 years of award-winning experience with education, civic and religious facilities. Her experience includes space planning, conceptual and design development, construction documents, millwork detailing, finish and furniture selection. Angel believes that space programming, planning and design is a dialogue that should happen with all team members, and enjoys collaborating and working in teams to come up with innovative solutions that optimize the use of spaces. She brings over 400,000 gsf of portfolio in higher education experience, including renovations, as listed below. On this project, Angel will manage and also lead in space planning and interior design.

**RELEVANT EXPERIENCE**

- Athens-Clarke County Bobby M. Snipes Water Resources Center (LEED Certified)
- Clark Atlanta University Space Use Assessment and Renovations for Multiple Buildings
- City of Griffin Space Needs Assessment
- DeKalb County Police South Precinct
- DeKalb County Recorder’s Court
- East Point City Hall
- Floyd County Space Reallocation
- Forsyth County Voters Registration Building
- Fulton County Solicitors Office Renovations
- Fulton County Space Reallocation
- Fulton County Records Department Renovation
- Fulton County Senior Center Emergency Evaluation Plans
- Georgia Department of Transportation: Labs and Office Prototypes
- Gordon County Agricultural Services Center
- Hall County Juvenile Courthouse & Annex Space Allocation
- Hall County Spatial Needs Space Allocation & Interior Renovation
- Kennesaw State University Bagwell Classroom Building Space Use Assessment
- Medical College of Georgia/University of Georgia Medical Partnership Building Space Needs Assessment & Interior Renovation
- Stone Mountain City Hall
- Union City, City Hall Programming
- University of Georgia at the Intellicenter Space Use Assessment



**Bill De St. Aubin**

**AIA, LEED AP**

**• QUALITY CONTROL  
PRINCIPAL •**

**CEO**

**SIZEMORE GROUP**

**Education**

Master of  
Architecture  
Georgia Institute of  
Technology/1985

Bachelor of  
Architecture  
Georgia Institute of  
Technology/1983

**Associations**

American Institute of  
Architects

Congress for New  
Urbanism

**QUALITY CONTROL PRINCIPAL** • Bill. de St. Aubin brings many years of experience leading successful judicial projects involving complex environments. His process is to collaborate in an open manner with multi-disciplined teams to assure projects are completed within resources of the client. He directs each project to realize the highest aspirations of the user group and community. The results are environments which provide a sense of heritage, civic pride and stronger sense of community. Often these projects are catalysts for improved operations for the entire organizations or districts. A partial list of his experience follows. On this project, he will conduct periodic quality control reviews and provide added insight in Judicial spaces.

**RELEVANT WORK**

- Athens-Clarke City / County Merge Space Allocation
- Athens-Clarke County Bobby M. Snipes Water Resources Center (LEED Certified).
- Athens-Clarke County Administrative and Justice 10-year Space Allocation Plan.
- Athens-Clarke County Department of Family and Children Services Building.
- Fulton County Government Center
- Gwinnett Justice and Administration Center Space Allocation
- Fulton County Judicial Center
- City of East Point City Hall Space Allocation to move in
- City of Stone Mountain City Hall. Principal-In-Charge
- Hall County Juvenile Courthouse & Annex Space Allocation and Renovation
- City of Marietta Municipal Complex Space Allocation and Master Plan
- Duluth New Town Center Design & Public Safety Space Allocation
- DeKalb Juvenile Courts Program and LEED Architect
- Hall County Administrative Building Space Allocation & Renovation
- Gwinnett County Open-End Contract
- DeKalb County Open-End Contract
- Fulton County Open and Contract
- West Park Govern,emt - Center Mall
- Cobb County Powder Springs Station (mall conversion)
- Center Family Resources ( mall conversion)

**Government Center Conversion**

## COBB COUNTY - WEST PARK GOVERNMENT CENTER

Conversion of an existing 60,000 sf grocery store and retail center into government office space for Cobb County. The \$500,000 exterior enhancement included the construction of three entrance pavilions, wrapping the building in EIFS (synthetic stucco) with a masonry wainscot, and adding new windows and entrance doors.

**Project Location**

Marietta, Georgia

**Project Scope**

\$.5 million  
60,000 SF

**Completion Date:**

2005

**Former Grocery Store**



## COBB COUNTY - POWDER SPRINGS STATION

Programming and Adaptive Reuse of a 90,000 sf shopping center to house the Cobb County Building Management Department, the Community Services Department, Cobb Senior Services and a New Multipurpose Senior Center.

### Services:

- Architecture
- Interior Design

### Project Location

Marietta, Georgia

### Project Scope

90,000 sf

\$2.6 million

### Completion Date

2012





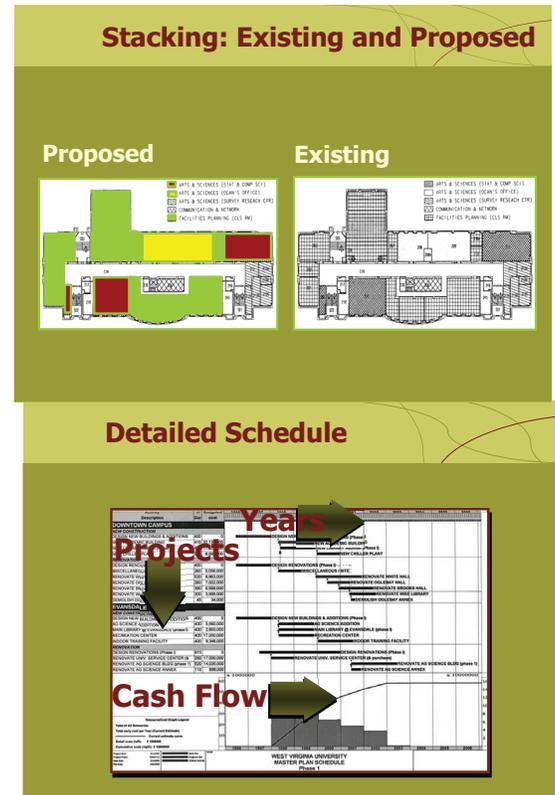
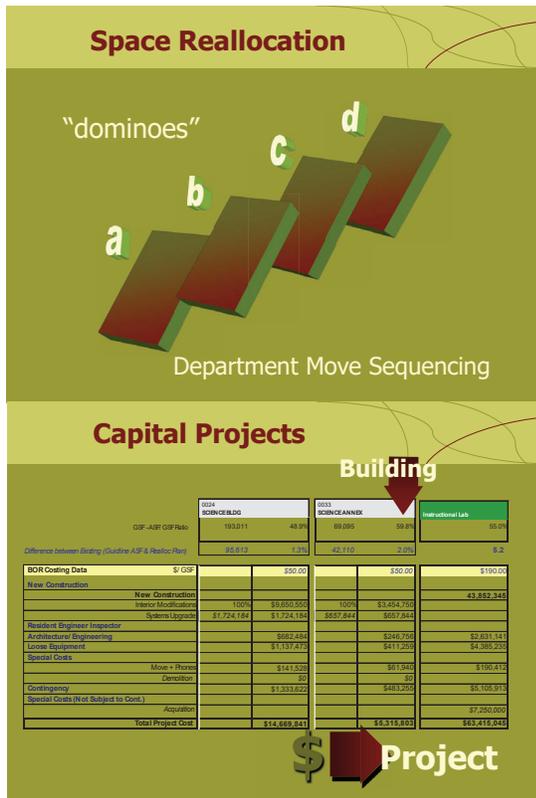
## FLOYD COUNTY SPACE NEEDS ASSESSMENT

**DESCRIPTION:** Space Utilization Studies  
 Floyd County to provide space assessments, programming and concept design for six facilities. Key tasks are to provide a staff, function and space use assessment, and recommendations that address short-and long-term needs, and optimize the use of County's assets.

The study includes assessing current and future space needs by establishing uniform space standards. The second phase will assess strategic options for how to meet the needs in the six core facilities, with three others potentially added.

The final phase will developed the selected option into allocation plans, cost and schedule to implement.

EMPLOYEE COUNT	BUILDINGS				
	Administration	Forum	Historic Courthouse	Judicial Center	Public
COOPERATIVE EXTENSION	5				
COUNTY CLERK OFFICE					5
COUNTY MGR OFFICE	3				
COURT REPORTER					8
DEED ROOM				6	
DISTRICT ATTORNEY					29
ELECTRONS	3				
ENGINEERING	4				
FACILITIES MANAGEMENT	3				
FINANCE	10				
FORUM		12			
HUMAN RESOURCES	7				
JUVENILE COURT					71
MAGISTRATE COURT					24
MAIL ROOM	1				
MIS	6				
OFFICE OF RECEIVER					6
PROBATE COURT					30
PUBLIC DEFENDER	17				
PUBLIC WORKS ENGINEERING					
PURCHASING	3				
SIGN SHOP					
SUPERIOR COURT					29
SUPERIOR COURT CLERK					26
TAX ASSESSOR				23	
TAX COMMISSIONER				18	
TIRE/MAINTENANCE SHOP					
VICTIM'S WITNESS					5
WAREHOUSE					
<b>Grand Total</b>	<b>61</b>	<b>12</b>		<b>47</b>	<b>149</b>



## Section 3: Methodology

### 1. Approach

Organization and Management – Sizemore Group will lead in the Management of the project. The firm will be responsible for coordinating work, and ensuring the services meet the City of Stonecrest's needs. Our approach to managing the services requested, keeping an efficient flow of information, and maintaining project commitments is based on communication and a team environment that openly brings forward sound recommendations. We accomplish this by:

1. Establishing meeting / engagement formats listed below:

- a. On-site Work Sessions that engage the client and expedite decisions. This includes walking through the building to familiarize the team with the condition and potential for re-use.
- b. Virtual calls for regular management and one on one interviews with members of the Extended Team or External Team
- c. Large meetings that engage a large group of stakeholders.

2. Setting Project Goals, Priorities, and Parameters at the beginning of the process.

3. Conducting Regular Team Meetings and /or Conference Calls to update the team on progress, potential issues, discuss options and move towards resolution.

4. Issuing regular Project Management Reports or Logs that summarize activities completed, in progress, to be initiated and open items or issues.

5. Establishing Levels of Participation and Input. We recommend these Teams:

- **CORE TEAM** – Key participants who monitor the process, provide overall guidance and input, and set the direction for the project.
- **EXTENDED TEAM** – City Managers and Directors who would potentially occupy the City Hall / Service Center. They provide valuable input in their



area of expertise. This also includes Stonecrest's Economic Development Director.

- **EXTERNAL TEAM** – These are stakeholders outside the functional units that you may wish to involve or offer information to at key points. It includes elected officials, Stonecrest officials and staff, landowners, developers, businesses and other entities in close proximity to the Sam's Club site.

## 2. PROJECT UNDERSTANDING –

*"The current Stonecrest City Hall is located in a portion of an existing building at 120 Stonecrest Blvd. The building is 2 stories with total area of 56,656 sf. Of this, the City leases approximately 12,500 sf which is comprised of offices, cubicles, conference rooms, Council Chambers, and storage areas. Stonecrest City Hall houses approximately 35 of the 40 staff members working for the City and has currently reached its capacity limit.*

*The City had previously purchased a local Sam's Club facility to potentially serve as the City's future City Hall facility. Sam's Club is located 2994 Turner Hill Road in Stonecrest. The building is approximately 133,840 sf in total floor area. Since its original purchase, City leaders have begun to question whether there is a better, more appropriate use for the Sam's Club building. This has led to the City's interest in having an evaluation performed on the best recommended uses for the building."*

Key tasks and objectives are:

- Facility Assessment - evaluate effectiveness of the current Sams Club facility to accommodate the needs of a City Hall / Service Center.
- Space Evaluation – staffing capacity and long term space needs to provide service. This may include added units as part of the City Service Center model.
- Other Scenarios for consideration include:
  - o Additional potential functions that could be accommodated in the Sam's Club facility.



o Possible alternative City Hall location, as compared to the Sam’s Club facility.

Criteria to evaluate these includes but is not limited to costs, revenue sources, accommodation of maximum staff and services, etc.

- Provide efficient, sound and cost effective service to the citizens.
- Use of reliable data.
- Consider how to best optimize the return on City’s investment.

**A. Initiation – Overall organization and Goal setting**

- Mobilization – Set up client Work Teams and finalize the Work Plan / Schedule.
- Request for Information – Issue request for data regarding mission, departments, personnel count, buildings, previous studies, standards and any other pertinent information.
- Conduct Goal Setting Session, with the CORE TEAM. During this session we will identify the project goals and objectives.

This will include:

- Any major re-organization of units, flow of work, distribution of functions.
- The quality and character of the city’s future service delivery and work environment. This will include exploring ideas such as openness, collaboration, flexibility, common / shared spaces, and dedicated spaces.
- Overall growth in staff for 10, 20 and 30 years out.

**B. Analysis of Existing and Proposed\* Space Needs Assessment**

– This phase has two parallel tracks: One to review Sam’s Club facility (existing parking, building infrastructure and condition. The other is an Assessment of current and future service and staff needs. Future needs include future Public Works Department.

**Physical Assessment.**

- Format drawing files in order to identify, organize, and catalog what is available. Prepare a field verifications set (Assume one week.).
- Verify Field Conditions. Two day walk thru Sam’s Club and other existing buildings to:
  - Sam’s Club facility:



TOTAL PROJECT COST	
2019 Construction	\$38,866,878
escalation	\$3,109,350
<b>Construction</b>	<b>\$41,976,228</b>
FFE	\$3,663,547
Design Fee	\$3,103,964
Commissioning	\$629,643
Other Services	\$0
Contingency	\$3,755,093
<b>Soft Cost</b>	<b>\$8,512,810</b>
<b>Total Project Cost</b>	<b>\$50,489,038</b>
Target	<b>\$49,943,995</b>

## Scenario 1 - UPDATE

### SG Changes

- Admin Building – Move Facilities Management out. Potential location of Forum or Health Dept.
  - Move Assessor/Commissioner to Health Department to avoid breaking budget of Ag Center. Adjust SF of units at Health Dept. Building to accommodate within existing SF cap
  - Judicial Building – reduce Shared Space SF to accommodate within existing SF cap
- 
- Coop Extension moves from Admin to AG Center
  - Elections moves from Admin to Health Dept.
  - Tax Commissioner/Assessor move out of Historic to Ag. Center –check fit
  - Probate and Juvenile move to Historic Courthouse
  - D. A. moves to Forum
  - Public Defender moves to Judicial Center ???

3

Options for the use of current and proposed space. Tasks include:

- Develop Options – Prepare allocation concept for each Strategic Options (i. through iii.) as follows:
  - The team will develop departmental space tables and loose stacking “zoning diagrams” indicating the overall zone occupied by each department on a floor by floor basis.
  - Each will illustrate units, area accommodated, and interior organization of the building.
  - Number of allocations per option:
    - i. Use of Sam’s Club for City Hall / Service Center – One (1) Allocation
    - ii. Use of Sam’s Club for alternative functions – Two (2) Allocations that represent variations of convention center, mixed use (retail and residential), entertainment, government compound.
    - iii. Use of alternative site (s) for location of City Hall / Service Center – One (1) Allocation
  - Conduct Options Session – This will be a session to review the stacking options. A final

direction will be selected for Concept Design.

**D. Implementation** – Based on selected direction, from Options above, develop final concept layout, estimated design cost, estimated construction cost and other projected cost of the option selected. One Concept Design will be done for each existing facility / location and new.

- Develop 50% Concept Design – Develop floor plan and site plan. Plan will illustrate zoning of floor plan delineating the unit (s) that will occupy it.
- 50% Concept Session – Present for approval the 50% set. This will serve as basis for cost and packages for funding.
- External Session – Hold one session with any key External Stakeholder that may be most involved in the development and implementation of the Option selected.
- Develop Cost and Phasing – Develop:
  - Preliminary cost estimate of construction and total project cost (fees, moves, contingency, etc.)
  - Schedule (broken into packages)

## Scenario 1.B - updated



2

- Conduct Implementation Session – Review the cost and phasing with selected members of the EXTENDED TEAM. Outcome will be final revisions to the cost and option.
- Finalize 100% Concept Design.
- Conduct Final Session – Review and approval, by CORE TEAM, of final Schematic to include cost and phasing.
- Draft Program Document – Following these sessions the team will finalize deliverable document which will contain, as a minimum:
  - Executive Summary
  - Goals
  - Existing Sam’s Club - Site and Building (also electronic)
  - Space Needs Assessment (existing/ future space lists)
  - Plan Options
  - Implementation
- Review and Final – Submit to County for Review and incorporate comments

**ADD SERVICES:**

- Additional Strategic Options
- As-built Draft – Prepare set of As-builts

in electronic format.

- Space Standards for City – Establish space standards for the use of space and amount space that may be applied uniformly through the various departments.
- Additional Due Diligence – In-depth exploration of the conditions of systems or materials on site, surveys, etc.

Item III. a.

City Hall Usage Review and Assessment Study - RFP No. 2022-03						
Cost Proposal Form -						
<i>(Provide a cost for all the services referenced below.)</i>						
Item No.	Service Description					
1	Project Management Services	\$ 72,156				
2	Additional Service	\$				
Company Name: <b>Sizemore Group, LLC</b>						
Authorized Company Official: (print name) <b>Lily Berrios</b>						
Authorized Company Official Signature: 						
Date: <b>03/01/2022</b>						

## List of References

**Mr. Doug Manning,**  
**Director of Community Development**  
City of Riverdale  
971 Wilson Road  
Riverdale, Georgia 30274 770.480.7036  
Telephone 770.996.9913 Fax

**Mr. Jeff Watkins, Director of Planning and  
Development**  
Cherokee County  
130 East Main Street  
Suite 108  
Canton, Georgia 30114 678.493.6107  
Telephone 678.439.6111 Fax  
jwatkins@cherokeega.com

**Shirlynn Fortson**  
**Director of Economic Development** City of  
Brookhaven  
404-851-7947  
404-637-0649  
Shirlynn.Fortson@brookhavenga.gov

Brookhavenga.gov  
4362 Peachtree Rd  
Brookhaven, GA 30319

**Bruce S. Ivey, P.E.**  
**Special Projects Manager**  
Floyd County Government  
12E 4th Avenue - Suite 208 Rome, GA 30161  
(706) 233-0002  
iveyb@floydcountyga.org

**PROFESSIONAL SERVICES AGREEMENT  
CITY HALL USAGE REVIEW AND ASSESSMENT**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and **SIZEMORE GROUP, LLC**, 342 Marietta Street, NW, Unit 3 Atlanta, GA 30313 (“Contractor”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing usage review and assessment for specific space assessment, programming and concept design for the existing structure located at 2994 Turner Hill Rd, Stonecrest, Ga and other locations; and

**WHEREAS**, the City of Stonecrest sought proposals for qualified vendors to provide an analysis of potential city hall locations under RFP# 2022-003: City of Stonecrest City Hall Usage Review and Assessment; and

**WHEREAS**, the City desires to engage Contractor and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City upon one (1) calendar year from the Effective Date or the completion of the project, whichever occurs sooner (“Initial Term”).

#### **4. RELATIONSHIP OF THE PARTIES.**

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

**5. WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

#### **6. TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY"

paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.

11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**

(a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

(b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.

(c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.

13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

**14. WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**15. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

**18. ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**19. GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**20. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [jallenjackson@stonecrestga.gov](mailto:jallenjackson@stonecrestga.gov)

With copies to:

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

**Lily Berrios**  
Sizemore Group, LLC  
342 Marietta Street, NW, Unit 3  
Atlanta, GA 30313  
Email: [lilyb@sizemoregroup.com](mailto:lilyb@sizemoregroup.com)

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict performance with every provision of this Agreement.

**22. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**23. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

**24. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

**25. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

**26. ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor’s Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**27. CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

**IN WITNESS WHEREOF,** said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

BY: \_\_\_\_\_

TITLE:

[Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

**CONTRACTOR,**

BY (sign here): \_\_\_\_\_  
Name (print):

Title: \_\_\_\_\_  
\_\_\_\_\_

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**SERVICES/ SCOPE OF WORK**

- 3.1.1 The following deliverables shall be provided at agreed upon deadlines throughout the life of the Usage Review and Assessment Study. Documents shall be provided in both hard-copy and electronic form.
- a) Meeting minutes for all project-related meetings with the City and/or stakeholders. This will include meetings held remotely as well as those conducted in-person and on-site.
  - b) Project Update Summary to be provided on a schedule as agreed upon between Consultant and City (ideally every 2 – 4 weeks). The summary will be a high-level update on the status of the Project including work accomplished, challenges encountered, solutions reached and upcoming work.
  - c) Initial Draft Usage Review and Assessment Study for review and comment by the City. The Study will include:
  - d) Final Draft Usage Review and Assessment Study for confirmation by City. Prior City comments shall be incorporated into the document unless agreement on alternative course of action is reached.
  - e) Final Usage Review and Assessment Study.

**EXHIBIT B**  
**COST PROPOSAL**  
(ATTACHED)

City Hall Usage Review and Assessment Study - RFP No. 2022-03						
Cost Proposal Form -						
<i>(Provide a cost for all the services referenced below.)</i>						
Item No.	Service Description					
1	Project Management Services	\$ 72,156				
2	Additional Service	\$				
Company Name: Sizemore Group, LLC						
Authorized Company Official: (print name) Lily Berrios						
Authorized Company Official Signature: 						
Date: 03/01/2022						

**EXHIBIT C**

**RISK MANAGEMENT REQUIREMENTS**

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**EXHIBIT D**

**DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, 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, \_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**EXHIBIT E**  
**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

**EXHIBIT F**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name: \_\_\_\_\_

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 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.

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.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

City of Stonecrest Bid Summay  
ITB# 21-04 Street Resurfacing

*Item III. a.*

<b>Organization Name</b>	<b>Bid Amount</b>
E.R. Snell Contractor, Inc	7,834,909.36
Stewart Brothers, Inc	8,439,010.96



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Film, Music, and Entertainment Strategic Plan Consultant Recommendation**

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**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:** Monday, June 6, 2022

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**SUBMITTED BY:** Gia Scruggs, Finance Director

**PRESENTER:** Gia Scruggs

**PURPOSE:** The Finance Department is making a recommendation for the Film, Music, and Entertainment Strategic Plan Consultant.

**FACTS:** The City published a solicitation for a Film, Music, and Entertainment Strategic Plan Consultant on November 22, 2021. The solicitation closed on December 13, 2021 and there were five (5) vendors that responded. The evaluation committee reviewed the proposals and came to a consensus that the submittals were not responsive in respect to the scope of work of the solicitation. As a result, the solicitation closed with no award. The department head and the evaluation committee agreed that the services were still needed and the Finance Department researched alternative procurement methods. The Finance Department requested a cost proposal from Sound Diplomacy that was in the process of conducting a similar strategic plan for the Development Authority of DeKalb County. Per the Single Source section of the City's Purchasing Policy, the City may make a procurement from one entity among others in a competitive market if it is found to be most advantageous for the purpose of fulfilling the given purchasing need. The



## CITY COUNCIL AGENDA ITEM

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recommended vendor has unique knowledge and experience in strategic plans of this nature, in addition to the historical knowledge that this vendor has from their previous work in DeKalb County. From submitting a cost proposal and having several discussions with Sound Diplomacy, the Finance Department has determined the price to be paid to the proposed provider is substantially similar to the current price in the open, competitive market for such services. Sound Diplomacy had a similar contract in place with the Development Authority of DeKalb County. Based on the requirements and the ability of the vendor to perform the needed services, the Finance Director is recommending Sound Diplomacy as the vendor to perform the Film, Music, and Strategic Plan for the City of Stonecrest. The cost for this service will be for an amount not to exceed \$88,500. The funding for this will be General Fund – Economic Development – Professional Services.

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

**RECOMMENDED ACTION:** Approve

### ATTACHMENTS:

- (1) Attachment 1 - Sound Diplomacy Proposal
- (2) Attachment 2 - Service Agreement
- (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.](#)



## Service Agreement

This service agreement (the “Agreement”), between:

**Stonecrest Georgia**, registered to, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Georgia, 30038, USA  
(the “Client”)

-AND-

**Sound Diplomacy Inc**, registered to 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA; Company registration no: 82-4966459  
(the “Consultant”)

### 1. ENGAGEMENT OF THE CONSULTANT

- 1.1 The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide Services to the Client, as detailed in this Agreement.
- 1.2 The Consultant is agreeable to providing such Services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

### 2. SERVICES OF THE CONSULTANT

- 2.1 The Client hereby agrees to engage the Consultant to provide the Client with professional services. These services shall include consultation and advice, as outlined herein and further described in the attached Scope of Services (the “Services”).
- 2.2 The Consultant shall serve as the Client’s professional representative in activities to which this Agreement applies and shall consult with and advise the Client during the performance of these Services.

### 3. RESPONSIBILITIES OF THE CLIENT

- 3.1 The Client, without cost to the Consultant, will perform the following in a timely manner so as not to delay the services of the Consultant:
  - (a) Assist the Consultant by placing at the Consultant’s disposal all available information pertinent to the Project including previous reports and any other data relative to services provided.
  - (b) Assist the Consultant as necessary in acquiring access to and making all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform the work under this Agreement.
  - (c) Designate in writing a person to act as the Client’s representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

instructions, receive information, interpret and define the Client's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all reports presented by the Consultant, obtain advice as the Client determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

- (d) The Client shall intercede on the Consultant's behalf when data from, or review by third parties is not on schedule through no fault of the Consultant.
  - (e) The Client's review of any documents prepared by the Consultant shall be solely for the purpose of determining whether such documents are generally consistent with the Client's intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.
  - (f) The Client will be given exactly 2 weeks from receiving the final report from the Consultant to give their feedback.
- 3.2 The Parties agree to do everything reasonably necessary to ensure that the terms of this Agreement take effect.

#### 4. REPRESENTATIONS AND WARRANTIES

Each Party warrants to the other as follows: that it is validly existing and in good standing under the laws of their state formation; that it has full power and authority to execute and deliver this Agreement; No other proceedings or actions on the part of the warranting Party are necessary to approve and authorize the execution and delivery of this Agreement, or the performance of its obligations under this Agreement; all of its agents and employees shall remain in good standing at all times during the term of this Agreement; and it has acquired any and all licences, certificates and/or approvals required under all applicable laws, regulations and authorisations for the performance of the services by it required by the Agreement

#### 5. TERM OF AGREEMENT

- 5.1 The term of this Agreement (the "Term") will begin on the **TO BE CONFIRMED** and will remain in full force and effect until the completion of the Services, or when otherwise terminated by either party, in accordance with this clause.
- 5.2 In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party shall give the defaulting Party notice that on the date specified in such notice, which date shall be not less than ten (10) days after the giving of such notice, all of the defaulting Party's rights under this Agreement shall terminate unless such default is curable and is in fact cured within the period specified in such notice, or unless such default is curable but cannot reasonably be cured within ten (10) days after the giving of such notice and the defaulting Party commences within such ten (10) days period to cure such default and prosecutes the same to conclusion with reasonable diligence. In the event the defaulting Party does not cure the default within the time provided in the notice, the non-defaulting Party may terminate this Agreement and require the defaulting party to indemnify the non-defaulting Party against all reasonable damages in accordance with Section 11.
- 5.3 This Agreement may be terminated at any time by mutual agreement of the Parties, subject to payment by the Client for all work completed and work undertaken but not yet submitted or invoiced. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon termination of this Agreement.
- 5.4 Invoices submitted by the Consultant to the Client are due within 30 days of receipt and shall be paid by wire transfer of immediately available funds or if necessary certified check.
- 5.5 The Fee as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Fee.
- 5.6 The Client shall reimburse to the Consultant all reasonable and necessary expenses, as agreed in advance, incurred in providing the Services.

#### 6. PAYMENT TO THE CONSULTANT

6.1 For the services rendered by the Consultant as required by this Agreement, the Client will provide payment (the “Fee”) to the Consultant of the following:

(a) A fixed amount of \$88,500 USD to carry out the Services

6.2 Payment Procedure:

(a) \$29,500 USD upon execution of this Agreement

(b) \$29,500 USD upon delivery of the draft economic impact report

(c) \$29,500 USD upon submission of the Final Report as described in the Proposal

## 7. CONFIDENTIALITY

7.1 Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, contacts, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

7.2 The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive for 2 years after termination of this Agreement.

7.3 All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## 8. OWNERSHIP OF INTELLECTUAL PROPERTY

8.1 All intellectual property and related material that is specifically developed or specifically produced under the Agreement, (the “Intellectual Property”) will be the property of the Consultant. The Client is granted a non-exclusive license of the Intellectual Property and the Consultant agrees that the Client shall have the right to refer to any parts of the Intellectual Property that are already in the public domain (other than as a result of its disclosure by the Client in breach of this Clause).

8.2 The Client may not use the Intellectual Property for any other purpose other than that contracted for in the Agreement except with the prior written consent of the Consultant. The Client must also not amend, vary, or otherwise alter the Intellectual Property without the prior written consent of the Consultant. The Client will be responsible for any and all damages resulting from its unauthorized use of the Intellectual Property.

8.3 Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

## 9. RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Parties will return any property, documentation, records, or Confidential Information which is the property of the other party.

## 10. INDEMNITY AND INSURANCE

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stakeholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result

from or any material breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party, its respective directors, stakeholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement for a period of two (2) years.

#### 11. STATUS AS AN INDEPENDENT CONTRACTOR

The Consultant acknowledges and agrees: (a) that it is an independent contractor and not an employee of the Client and hereby expressly waives participation in the Client's employee medical, health, disability, 401(k) and other benefit plans; and (b) that it will take actions consistent with such status (including paying all income and other taxes on payments received pursuant to this Agreement).

### MISCELLANEOUS PROVISIONS

#### 12. GOVERNING LAW

This Agreement shall be governed by the law of the State of Delaware

#### 13. INTENT AND INTERPRETATION

- 13.1 This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by contract.
- 13.2 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 13.3 The words "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation".
- 13.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
- 13.5 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

#### 14. TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The Parties understand and acknowledge that time is of the essence in completion of the Services.

#### 15. SUCCESSORS AND ASSIGNS

- 15.1 Each Party binds himself and his partners, successors, executors, administrators and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators and assigns to the other party, with respect of all covenants of this Agreement.
- 15.2 Neither party shall assign, sublet or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Parties.

#### 16. NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the Parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, against either Party.

## 17. FEDERAL IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Delaware. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

## 18. WAIVER

No provision of this Agreement may be waived except by written agreement of the Parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

## 19. SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

## 20. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Client and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant.

## 21. NOTICE

21.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by telex, facsimile, or tele-copy, or is sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth below.

21.2 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- (a) **Consultant:**  
**Sound Diplomacy Inc**  
 % GNO Inc.  
 1100 Poydras street  
 Suite 3475  
 New Orleans, LA 70163, USA  
 Email: [kate@sounddiplomacy.com](mailto:kate@sounddiplomacy.com)
- (b) **Client:**  
 120 Stonecrest Blvd., Suite 190, Stonecrest, Georgia, 30038  
 Email

Or to such other address as any Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**Sound Diplomacy (Consultant)**

**City of Stonecrest, GA (Client)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Kate Durio \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ CEO North America \_\_\_\_\_

Title: \_\_\_\_\_

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

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



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# SOUND DIPLOMACY

## STONECREST, GEORGIA FILM, MUSIC & DIGITAL MEDIA STRATEGIC PLAN

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PROPOSAL  
MARCH 2022



SOUND DIPLOMACY

1

# INTRODUCTION



Sound Diplomacy is a team of researchers, strategic consultants and economists. We work with our clients to identify and quantify their challenges and provide solutions that drive economic and social development.



SOUND DIPLOMACY ..... 2



**SOUND  
DIPLOMACY**

## STONECREST, GA - WHAT WE KNOW

**Demographic** - How does Stonecrest keep the people and business it has and attract more?

**Tourism** - How does Stonecrest attract visitors seeking business and pleasure?

**Value Capture** - How does the community in Stonecrest leverage the economic and social value of the film, music and digital entertainment industries?

**Sustainability** - How can Stonecrest grow and maintain in a more resilient and sustainable manner?

Stonecrest has increasing potential to grow the film, music and digital entertainment sectors through the city's Film and Entertainment Commission. In connection with the DeKalb Entertainment Commission's Five Year Strategic Plan update, currently underway, the City of Stonecrest is poised to benefit from a complementary strategic plan development that will provide:

- Identifying locations for production and post-production activities and placement for opportunities to develop permanent production and post-production facilities;
- Regulatory and Permitting review to streamline and optimize all permitting (film, special event, fee schedule, use guidelines, etc.) across city, county and state;
- Best practices for industry engagement and professional development to create employment and business growth opportunities; and
- Maximizing the impact of the Stonecrest Film & Entertainment Commission, its Advisory Committee and it's projected work plan and staffing approach.

To achieve these objectives, Sound Diplomacy will deliver a comprehensive review, stakeholder engagement and data collection and analysis in tandem with tourism, Georgia, Metro Atlanta, DeKalb Entertainment Commission and Stonecrest stakeholders to inform an actionable Strategic Plan with recommendations presented on an implementation timeline with approximate budget needs and recommendations.

SOUND DIPLOMACY

3




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## OUR PROCESS

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### IDEATION

To set objectives and a project vision, we will ask relevant stakeholders to take part in a questionnaire and ideation workshop. The results of both will be summarised in an ideation document that will act as the manual for the project process.

### DATA GATHERING & ASSET MAPPING

We will work with local partners to identify and map business uses and key areas of regeneration. This will be presented as an interactive and easy to navigate digital map.

### STAKEHOLDER ENGAGEMENT

We will conduct extensive stakeholder engagement. The methods of engagement will depend on the intended audience, but will include a survey, roundtable sessions and 1-to-1 interviews.

### REGULATORY ASSESSMENT & COMPARATIVE ANALYSIS

We will review local and regional policies and explore how these impact the local ecosystem. We will then provide recommendations for how they can be improved based on your objectives and compare them to successful global case studies across a range of topics.

### ECONOMIC IMPACT ASSESSMENT

We will conduct macroeconomic research using a combination of official sources of information (NAICS), and primary research obtained from our own methods. Through this we will provide a measure of economic importance on three scales: direct, indirect and induced.

### FINAL REPORT & ACTION PLAN

We will present our findings in the form of a SWOT analysis of all of the findings, an executive summary and long form report with all research, data, analysis and recommendations, as well as solutions for ongoing support.

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SOUND DIPLOMACY ..... 4



## SCOPE OF PROJECT

Our proven methodology to meet these deliverables is as follows for Film, Music and Digital Entertainment:

PHASE	DELIVERABLES
IDEATION	<ul style="list-style-type: none"> <li>Project Vision Workshop with local stakeholders</li> </ul>
ASSET DATA GATHERING	<ul style="list-style-type: none"> <li>Interactive map</li> <li>Mapping Analysis</li> <li>Mapping Database</li> </ul>
STAKEHOLDER ENGAGEMENT	<ul style="list-style-type: none"> <li>Online survey</li> <li>Two roundtables and Two one-on-one Interviews</li> </ul>
REGULATORY ASSESSMENT & COMPARATIVE ANALYSIS	<ul style="list-style-type: none"> <li>Literature and policy review for a Regulatory Assessment</li> <li>Comparative Analysis of zoning, ordinances, bylaws, policies, licensing frameworks and strategic plans</li> <li>Case studies in Metro Atlanta and beyond of best practices for film, music and digital entertainment marketing, permitting, tourism, funding and industry engagement.</li> </ul>
ECONOMIC IMPACT ASSESSMENT	<ul style="list-style-type: none"> <li>Direct, Indirect and Induced Economic Impact Assessment of key economic drivers, including employment</li> </ul>
FINAL REPORT & ACTION PLAN	<ul style="list-style-type: none"> <li>Consolidated findings and data analysis report</li> <li>SWOT analysis</li> <li>Actionable recommendations and strategies</li> <li>Action Plan timelines and prioritization</li> </ul>

SOUND DIPLOMACY ..... 5



## WORK PLAN & PRICING

We estimate this work will take nine to twelve months to complete. Sound Diplomacy will provide a dedicated project manager, researchers, economists, data analysts and our Head of Quality Assurance to the project. All work will be completed on a shared drive and a communication protocol will be established, including monthly updates to partners and stakeholders. This work has to be collaborative from the onset. That is our objective.

WORKPLAN	DURATION	FEE ESTIMATE
IDEATION	1 - 3 Months	\$10,000
ASSET DATA GATHERING	1 - 3 Months	\$10,000
STAKEHOLDER ENGAGEMENT	1 - 3 Months	\$15,000
REGULATORY ASSESSMENT & COMPARATIVE ANALYSIS	3 Months	\$12,500
ECONOMIC IMPACT ASSESSMENT	3 Months	\$26,000
FINAL REPORT & ACTION PLAN	2 - 3 Months	\$15,000
<b>TOTAL</b>	<b>9 - 12 Months</b>	<b>\$88,500</b>

**Please note:** Fee estimates listed above are based on providing all deliverables listed. If à la carte deliverables are selected, pricing may change. Payment terms are 33% due on signing of contract; 33% on delivery of Ideation and remaining balance due upon delivery of the final report. Any travel is yet to be determined with reimbursable costs. Otherwise all roundtables and interviews will be done virtually.

SOUND DIPLOMACY ..... 6



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## CONCLUSION

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Thank you for reading and we look forward to continuing our work together to develop an actionable strategic plan in Stonecrest that optimizes the film, music and digital entertainment industries.

Kindest Regards,

A handwritten signature in black ink that reads "Kate Durio".

Kate Durio  
CEO, North America

[kate@sounddiplomacy.com](mailto:kate@sounddiplomacy.com)





## CITY COUNCIL AGENDA ITEM

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**SUBJECT: June Council Meeting Adjustment**

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**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

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**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:** Monday, June 6, 2022

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**SUBMITTED BY:** Mayor Pro Tem George Turner

**PRESENTER:** Mayor Pro Tem George Turner

**PURPOSE:** Discussion/Decision on June Council Meeting Adjustment

**FACTS:** Click or tap here to enter text.

**OPTIONS:** Choose an item. Click or tap here to enter text.

**RECOMMENDED ACTION:** Click or tap here to enter text.

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



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Public Works Services Discussion**

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**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: Public Works Services Discussion**
- 

**ACTION REQUESTED:**  **DECISION**    **DISCUSSION**,  **REVIEW**, or  **UPDATE ONLY**

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

**Current Work Session:** Monday, June 6, 2022

**Current Council Meeting:** Click or tap to enter a date.

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**SUBMITTED BY:** Hari Karikaran

**PRESENTER:** Hari Karikaran

**PURPOSE:** Council discussion on Public Works Services and seek feedback.

**FACTS:**

**OPTIONS:** Discussion only Click or tap here to enter text.

**RECOMMENDED ACTION:** None

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



# Council Special Called Meeting

## Public Works Services

June 06, 2022

# PURPOSE

- **To provide information and update to the Council on Public Works related services provided to city residents**

## **Current Service providers:**

**City of Stonecrest - Limited services**

**DeKalb County Departments**

**PW - Roads & Drainage**

**PW - Transportation**

**PW – Sanitation**

**Watershed Management**

# Public Works Services

- **Currently there is no IGA between the County and the City for services provided by the County**

## Main Services requested by Residents:

<b>Pond maintenance</b>	<b>-</b>	<b>County</b>
<b>Pothole patching</b>	<b>-</b>	<b>County</b>
<b>Guardrail repair</b>	<b>-</b>	<b>County</b>
<b>Sign replacement/repair</b>	<b>-</b>	<b>County</b>
<b>Signal maintenance</b>	<b>-</b>	<b>County</b>
<b>Bulk item pick up from ROW</b>	<b>-</b>	<b>County</b>

# Public Works Services

## Main Services requested by Residents:

Streetlights	-	County
Traffic calming	-	County
ROW mowing & litter pickup	-	County
ROW mowing & litter pickup	-	City (selected streets)
Street Beautification	-	City(?)/CID
Stormwater repair/Maintenance	-	County
Tree Trimming	-	County (KDB)

# Public Works Services

## Possible Improvements on services provided to the Residents:

- Improved response time
- Improved quality of pothole patching
- Improved Stormwater maintenance
- Periodic and instant updates to residents on their work requests
- Manage expectations
- One place for residents to make request and reduce frustration

# Public Works Services

## Stormwater Utility Fund Services

County keeps stormwater utility fees (\$48/ERU/year)

This fee covers the following services:

Pond maintenance

Stormwater repair/maintenance

MS4 permit compliance

Stormwater capital improvement

Street sweeping

ERU – Equivalent Residential Unit (3,000 SF of impervious area)

Single family homes pay 1 ERU

MS4 – Municipal Separate Storm Sewer System

# Public Works Services

## Transition of Public Works Services to the City of Stonecrest

### General Fund Services

**Pavement maintenance** -> pothole patching, striping

**Sidewalk maintenance** -> repair, replacement

**Rights-of-way maintenance** -> litter control, mowing,  
tree trimming, tree removal, ice removal

**Traffic signal & signs** -> timing, repair, upgrade

**ROW permitting** -> utility work, permitting &  
inspection

# Scope of Services – Field Services

- **Road Maintenance (approximately 80 miles of roads) – year-round activities**

- Pothole patching and repair
- Concrete curb and gutter repair
- Cosmetic minor bridge maintenance
- Guardrail repairs
- Debris/dead animal removal

- **Right-Of-Way (ROW) Maintenance**

- Mowing – (Apr – Sep) mow grass in ROW (arterials & collectors)
- Weed control – (spring & fall)
- Brush cutting – trim trees and shrubs in ROW
- Concrete sidewalk repairs
- Litter pickup – year-round on arterials and collectors
- Debris/dead animal removal



# Scope of Services – Field Services

- **Emergency Response**
  - 24 hour / 7 days per week / 365 days per year
  - Inclement weather – downed trees, flooding in road, and washed away roadway
  - Snow and Ice Management
  - Roadway flooding
  
- **ROW Utility Permitting**
  - Administer utility cut repair permits & fees
  - Inspection and oversight of utility contractors
  - Quality control



# Scope of Services – Traffic Operations & Maint.

- **Traffic signal operations/maintenance (O&M)**
  - Control Cabinets
  - Detection/loops
  - Signal timing adjustments
  - Equipment repairs and replacements
  - School crossing beacons
- **Traffic sign maintenance**
  - Repair, replace and install traffic signs
- **Pavement markings**
  - Restripe yellow and white lane lines
  - Restripe crosswalks and stop bars



# Public Works Services

Item III. d.

## Transition of Public Works Services to the City of Stonecrest

### Special Fund Services

**Traffic Engineering -> Traffic Calming**

Take over existing districts, handle new requests

**Streetlights -> repair, replacement, pay utility bill**

Take over existing districts, handle new requests

**Stormwater Utility -> Pond maintenance, ditch cleaning, stormwater repair, MS4 permit, flooding issues**

# Public Works Services

## Transition Process of Public Works Services from DeKalb County to the City of Stonecrest

### Next Step

- Negotiate an IGA with the County, with an end period
- Prepare for transition -> staff, contracts, equipment
- Study the Financial Impact of service Transition
- Carl Vinson Institute proposal to study
- Consider options for transition

# Public Works Services

Two options are presented

## Transition Option 1 (Brookhaven, Dunwoody....)

- **Limited staff in Public Works Department**  
**Five to seven, mainly office staff**
- **Contract out field services**
  - 1. Rights-of-way services (supplement existing contract)**
  - 2. Stormwater Services (pond maint. etc. new contract)**
  - 3. Sign and Signal Services (new contract)**



# Public Works Services

## Transition Option 1 (Ex. Brookhaven, Dunwoody)

- **Pros**
  - Limited staff – less office space needed
  - Less vehicles
  - Field services contracted out
    - no initial capital cost
    - no heavy & light equipment maintenance cost
    - no employee benefit, workmen comp etc.
- **Cons**
  - Annual contract cost



# Public Works Services

## Transition Option 2

### Fully staffed Public Works Department

#### Hire Office Staff & Field Staff

5 to 7 office staff and 15 to 20 Field staff

- Purchase Equipment: Crew Trucks, light equipment, heavy equipment
- Materials purchase directly, storage
- Larger Maintenance yard, security
- Contract out Signs & Signal Service

# Public Works Services

## Transition Option 2 (DeKalb County..)

- **Pros**

  - City staff

- **Cons**

  - Initial capital cost

  - Heavy & light equipment maintenance cost

  - Employee benefit, workmen comp etc.

  - Hiring and maintaining quality employees

  - Larger maintenance yard

# Public Works Services

## Recommendation to the City Council

- **Authorize City Attorney to negotiate an IGA with the County**
- **Begin transition related activities**
- **Start providing public works related services beginning July 1, 2023**
- **Staff Recommendation: Option 1**

# Questions:

**Hari Karikaran, PE**  
**City Engineer**  
**(770) 316-1076**



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Carl Vinson Institute of Government Study**

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**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

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**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:** Monday, June 6, 2022

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**SUBMITTED BY:** Janice Allen Jackson

**PRESENTER:** Hari Karikaran

**PURPOSE:** Requesting Council approval of a study by the Carl Vinson Institute to determine the City's cost to provide Public Works services internally.

**FACTS:** Public Works services for the City of Stonecrest are currently provided by DeKalb County. As the City considers bringing those services in-house, an objective evaluation of the cost of providing the services is necessary. Staff is recommending contracting with the Carl Vinson institute to perform such a study.

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

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Public Works Services Cost Study
- (2) Attachment 2 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

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- (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.



# Carl Vinson Institute of Government

## UNIVERSITY OF GEORGIA

### Proposal for Services

#### CITY OF STONECREST PUBLIC WORKS SERVICES COST STUDY

April 19, 2022

#### A PROPOSAL TO IDENTIFY COST OF PROVIDING PUBLIC WORKS SERVICES IN THE CITY OF STONECREST

The Carl Vinson Institute of Government proposes to provide the City of Stonecrest with an analysis of the costs of providing public works services. 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 project will also include estimating revenues that the city could collect to fund these services.

#### **Background**

Currently DeKalb County provides public works services to the City of Stonecrest. The residents of the City of Stonecrest currently support part of the cost of these services through a special services district property tax.

#### **Overall Goals**

The Institute of Government's goals for this study will be to:

1. Analyze and describe to the degree possible the nature of the current service components, the current level of these service components, and associated costs of providing the services in their current configuration.
2. Provide a rough estimate of the costs of moving to city-based provision of public works services.

3. Estimate the revenues property owners in the city pay to DeKalb County to fund public works services.

The proposed study will not recommend a specific course of action with regard to changing the provision of public works services. Decisions concerning how best to organize public works services will be made by local officials.

With regard to the proposed study, it should be recognized that Institute faculty will be dependent on the cooperation of the current service provider (e.g., DeKalb County Public Works Department) and/or peer cities providing similar services. In this regard, the Institute's ability to produce a timely and actionable study will require time and effort on the part of these organizations. Institute of Government faculty will coordinate with city and county officials to ensure the development of these relationships.

### **Data Gathering and other Project Activities**

Institute faculty, where appropriate, will employ the following data gathering techniques:

1. An examination of DCPD budgets, program descriptions, staffing, and cost accounting documents. These documents should enable an accounting of the capital (land and facilities) and major equipment contributions to the cost of the public works services and programs. It is also expected that these documents will enable the tracking of operational costs of these services. Review of peer city data, where relevant.
2. Interviews with DCPD program managers. Interview of peer city employees, if necessary.
3. Use of GIS systems and data to determine presence of road lane miles in city limits.

### **Local Government Responsibilities**

It is expected that the city will respond to any data and interview requests in a timely manner (e.g., within 3-4 business days) and will facilitate data collection and interview scheduling with city officials should they be necessary.

If response times are not feasible because of higher priorities associated with the day to day operation of the local governments, the timetable for completion of the study may be changed.

### **Expected Time Frame**

*Contract Initiation:* Once the scope of work has been approved, it typically takes two weeks on the University side to complete a legal and administrative review of the contract and to have the contract offer in the hands of local government officials.

*Interviews and other Data Gathering:* Completed 3 months from Contract Initiation.

*Analysis and Report Writing:* Completed in the fifth month from Contract Initiation.

*Final Report and Presentation:* Completed at the end of the sixth month from Contract Initiation.

These estimated completion times are subject to change based upon response time to project data requests.

### **Deliverables**

The Institute of Government will:

1. Provide an electronic copy (.pdf file) of a final report.
2. Institute of Government faculty will be available to provide consultation on the results of the study to City officials for three months following submission of the final report.

### **Project Budget**

The Institute of Government proposes to complete the project for a flat fee of \$16,000. However, the Institute of Government is willing to adjust the scope of work and costs accordingly to meet the client's needs. 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 over 90 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 researchers for this project are:

#### **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 is from American University and B.A. from California State University, San Luis Obispo.

### **Lori Brill**

404.463.6801

Lori.Brill@uga.edu

Lori Brill provides applied research and technical assistance to local governments in the arenas of local regulations, strategic planning, and organizational and operational reviews. Lori brings a wealth of in-depth local and state government knowledge to the Institute of Government. Lori has more than 20 years of experience providing legal, policy and research services at the local, regional and state levels. Prior to joining the Institute of Government in 2022, Lori served as a DeKalb County Senior Assistant Attorney, an Enforcement Attorney at the Georgia Secretary of State's Office, Deputy Legislative Counsel for the Georgia General Assembly and as a regional director for a telecommunications company. She has taught courses, authored papers and updated legal treatises in her areas of expertise including online media and internet law. She received her B.A. from Emory University and his J.D. from the University of Georgia School of Law.