CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd. Stonecrest, GA 30038

Monday, January 24, 2022 at 6:00 PM

Council Member Tara Graves – District 1 ***Council Member Rob Turner – District 2***

Council Member Jazzmin Cobble – District 3 ***Mayor Pro Tem George Turner – District 4***

Council Member Tammy Grimes – District 5

Citizen Access: Stonecrest YouTube Live Channel

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

II. ROLL CALL: Sonya Isom, Deputy City Clerk

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF THE AGENDA

VI. REVIEW AND APPROVAL OF MINUTES

a. **Approval** – of November 22, 2021 Meeting Minutes

b. **Approval** – of December 20, 2021 Meeting Minutes

c. **Approval** – of January 4, 2022 Meeting Minutes

d. **Approval** – of January 10, 2022 Special Called Meeting Minutes

VII. PUBLIC COMMENTS

(This Meeting will be conducted virtually, the public comments received via email by 4 pm on the day of the meeting will be read or played via voice memo or video into the minutes by the City Clerk)

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

VIII. PUBLIC HEARINGS

Citizens wishing to participate and comment during the public hearing portion of the meeting, please submit your request including your full name, address, and the agenda item you are commenting on via email at cityclerk@stonecrestga.gov ***by 2 pm the day of the Hearing, January 24, 2022****. A zoom link for the meeting will be sent to you. As an alternative, you can submit comments and questions to the same email address by the same deadline to be read into the record at the meeting.*

There is a ten (10) minute time limit for each item per side during all public hearings. There is a two (2) minute time limit for each speaker with the option to speak again if time permits within the ten (10) minute limit per side.

a. AX-21-002, 1724 Rogers Lake Road – *Jim Summerbell*

b. RZ-21-009, 6547 Chupp Rd – *Jim Summerbell*

c. SLUP-21-005, 4460 Idlewood Park – Adult Day Care – *Jim Summerbell*

d. TMOD-21-013 – Mitigation of Potential Conflicts between Residential and Industrial Development – *Jim Summerbell*

e. TMOD-21-014 – PC Administration – *Jim Summerbell*

f. TMOD-21-015 – Overlay District Administration – *Jim Summerbell*

g. TMOD-21-016 – Supplemental Uses – *Jim Summerbell*

IX. CONSENT AGENDA

a. RZ-21-006, 4700 Browns Mill Road Withdrawal Request – *Jim Summerbell*

X. ANNOUNCEMENTS

a. Jimmy Clanton Recognition – *Mayor Pro Tem George Turner*

XI. REPORTS & PRESENTATIONS

XII. OLD BUSINESS

XIII. NEW BUSINESS

a. **For Decision** – of Resolution for a Special Election to Authorize Dekalb County to run Stonecrest election 03/15/22 – *Sonya Isom*

b. **For Decision** – of a Resolution for the Special Election to be held on 03/15/22 to Set Qualifying Dates & Fees – *Sonya Isom*

c. **For Decision** – of Reconstitution of Committees – *Mayor Pro Tem George Turner*

- CID Advisory Committee
- SPLOST Advisory Committee
- Parks and Recreation Advisory Committee
- Stonecrest Financial Oversight Committee

d. **For Decision** – of Janitorial Contract Approval – *Gia Scruggs*

e. **For Decision** – of Parks and Sports Field Maintenance Contract – *Gia Scruggs*

f. **For Decision** – Ongoing Municipal Engineering and Professional Services – *Gia Scruggs*

g. **For Decision** – of AX-21-002, 1724 Rogers Lake Road – *Jim Summerbell*

h. **For Decision** – of RZ-21-009, 6547 Chupp Road – *Jim Summerbell*

i. **For Decision** – of SLUP-21-005, 4460 Idlewood Park – *Jim Summerbell*

j. **For Decision** – of TMOD-21-013 – Mitigation of Potential Conflicts between Residential and Industrial Development – *Jim Summerbell*

k. **For Decision** – of TMOD-21-014 – PC Administration – *Jim Summerbell*

l. **For Decision** – of TMOD-21-015 – Overlay District Administration – *Jim Summerbell*

m. **For Decision** – of TMOD-21-016 – Supplemental Uses – *Jim Summerbell*

n. **For Decision -** Finance Director Employment Agreement Amendment - *Winston Denmark*

o. **For Decision** - City Manager Contract for Services - *Winston Denmark*

p. **For Decision** – City Clerk Recommendation – *Janice Allen Jackson*

XIV. CITY MANAGER UPDATE

a. COVID Report

b. County SPLOST Forum

XV. MAYOR AND COUNCIL COMMENTS

XVI. EXECUTIVE SESSION

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

XVII. ADJOURNMENT

Americans with Disabilities Act

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

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

CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1 ***Council Member Rob Turner - District 2***

Council Member Jazzmin Cobble – District 3 ***Council Member George Turner - District 4***

Council Member Tammy Grimes – District 5

REGULAR CITY COUNCIL VIRTUAL MEETING MINUTES

Monday, November 22 at 6:00 P.M.

Citizen Access: *Stonecrest YouTube Live Channel*

I. CALL TO ORDER:

Mayor *Pro Tem* George Turner called meeting to order at 6:00pm

II. ROLL CALL:

Deputy City Clerk Sonya Isom determined that there was a quorum. Mayor and all Councilmembers were virtually present.

III. INVOCATION

Councilmember Rob Turner gave invocation.

IV. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor *Pro Tem* George Turner.

V. APPROVAL OF THE AGENDA

Councilmember Cobble moved to add Staff Instructions Regarding Financial Request.

Motion – Councilmember Rob Turner motioned to approve the November 22, 2021 Regular City Council Virtual Meeting; seconded by Councilmember Jazzmin Cobble.

Motion carried unanimously 5-0, as amended.

Item added as Item A under New Business.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval – of the September 10, 2021 Special Called City Council Meeting Minutes.

Mayor *Pro Tem* George Turner moved to approve the September 10, 2021 Special Called City Council Meeting Minutes.

Motion 1 - Councilmember Rob Turner motioned to approve; seconded by Councilmember Jimmy Clanton.

Motion carried unanimously 5-0.

b. Approval – of the September 27, 2021 City Council Meeting Minutes.

Mayor *Pro Tem* George Turner moved to approve the September 27, 2021 City Council Meeting Minutes.

Motion 1 - Councilmember Rob Turner motioned to approve; seconded by Councilmember Tammy Grimes.

Motion carried unanimously 5-0.

Mayor *Pro Tem* George Turner moved to approve the September 27, 2021 Corrected City Council Meeting Minutes, to Correct Item E to Reflect 4-1 Vote.

Motion 2 - Councilmember Rob Turner motioned to approve; seconded by Councilmember Jimmy Clanton.

Motion carried unanimously 5-0, with stated correction.

c. Approval – of the October 4, 2021 Special Called City Council Meeting Minutes.

Mayor *Pro Tem* George Turner moved to approve the October 4, 2021 Special Called City Council Meeting Minutes.

Motion 1 - Councilmember Rob Turner motioned to approve; seconded by Councilmember Jazzmin Cobble.

Motion carried unanimously 5-0.

d. Approval – of the October 11, 2021 Special Called City Council Minutes.

Mayor *Pro Tem* George Turner moved to approve October 11, 2021 Special Called City Council Minutes.

Motion 1 - Councilmember Jazzmin Cobble motioned to approve; seconded by Councilmember Rob Turner.

Motion carried unanimously 5-0.

e. Approval – of the October 25, 2021 City Council Meeting Minutes.

Mayor *Pro Tem* George Turner moved to approve October 11, 2021 Special Called City Council Minutes.

Motion 1 - Councilmember Rob Turner motioned to approve; seconded by Councilmember Jazzmin Cobble.

Motion carried unanimously 5-0.

f. Approval – of the October 29, 2021 Special Called City Council Meeting Minutes.

Mayor *Pro Tem* George Turner moved to approve the October 29, 2021 Special Called City Council Meeting Minutes.

Motion 1 - Councilmember Rob Turner motioned to approve; seconded by Councilmember Tammy Grimes.

Motion carried unanimously 5-0.

g. Approval – of the November 4, 2021 Special Called City Council Meeting Minutes.

Mayor *Pro Tem* George Turner moved to approve November 4, 2021 Special Called City Council Meeting Minutes.

Motion 1 - Councilmember Jazzmin Cobble motioned to approve; seconded by Councilmember Rob Turner.

Motion carried unanimously 5-0.

VII. PUBLIC COMMENTS

Mayor *Pro Tem* George Turner asked Deputy City Clerk Sonya Isom to read the item(s) on this section.

One (1) Public comment received in advance of the meeting and read into the minutes by Deputy City Clerk Isom.

1. Faye Cofield

Mayor *Pro Tem* George Turner commented.

VIII. PUBLIC HEARINGS

a. Approval – of RZ-21-003 – APEX LAND Co. – *Jim Summerbell.*

Councilmember Jimmy Clanton self-recused.

Per City Attorney Denmark, Councilmember Jimmy Clanton is not required to be recused, but he must refrain from participation and vote.

Councilmember Jimmy Clanton maintained self-recusal and was placed into the virtual waiting room, as requested.

Discussion and general overview led by Planning and Zoning Director Jim Summerbell. Recommends approval of conditions.

Motion 1 - Councilmember Rob Turner motioned to Open Public Hearing Item RZ-21-003 – APEX LAND Co; seconded by Councilmember Cobble.

Motion 1 carried 4-0. Councilmember Clanton Recused.

Michele Battle represented the Applicant and provided information in support.

Six (6) public comments received.

Alisha Miller

Marsha White-Lassiter

Kianta Key

Faye Cofield

Raymond Davis

Dave Marcus

Michele Battle offered a rebuttal.

Motion 2 - Councilmember Jazzmin Cobble motioned to Close Public Hearing Item RZ-21-003 – APEX LAND Co; seconded by Councilmember Rob Turner.

Motion 2 carried 4-0. Councilmember Jimmy Clanton Recused.

Motion 3 - Councilmember Jazzmin Cobble motioned to deny RZ-21-003 – APEX LAND Co.; seconded by Councilmember Rob Turner.

Motion 3 carried 4-0. Councilmember Jimmy Clanton Recused.

b. Approval – of RZ-21-007 Arabia Mountain Conservation Overlay Expansion – *Jim Summerbell.*

Discussion and general overview led by Planning and Zoning Director Jim Summerbell.

Motion 1 – Councilmember Jimmy Clanton motioned to Open Public Hearing Item RZ-21-007 Arabia Mountain Conservation Overlay Expansion; seconded by Councilmember Rob Turner.

Motion 1 carried unanimously 5-0.

One (1) public comment received.

Faye Cofield

Motion 2 – Councilmember Jimmy Clanton motioned to Close Public Hearing Item RZ-21-007 Arabia Mountain Conservation Overlay Expansion; seconded by Councilmember Jazzmin Cobble.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Jimmy Clanton motioned to Approve RZ-21-007 Arabia Mountain Conservation Overlay Expansion; seconded by Councilmember Rob Turner.

Motion 3 carried unanimously 5-0.

c. Approval – of RZ-21-008, ACE Homes – *Jim Summerbell.*

Discussion and general overview led by Planning and Zoning Director Jim Summerbell.

Motion 1 - Councilmember Jimmy Clanton motioned to Open Public Item RZ-21-008, ACE Homes; seconded by Councilmember Jazzmin Cobble.

Motion 1 carried unanimously 5-0.

Robert MacPherson represented the Applicant and provided information and overview.

No public comments.

Motion 2 - Councilmember Jimmy Clanton motioned to Close Public Item RZ-21-008, ACE Homes; seconded by Councilmember Jazzmin Cobble.

Motion 2 carried unanimously 5-0.

Motion 3 – Councilmember Jimmy Clanton motioned to Approve Public Item RZ-21-008, ACE Homes, with conditions offered by staff; seconded by Councilmember Rob Turner.

Motion 3 carried unanimously 5-0.

d. Approval – of TMOD-21-008, Administration – *Jim Summerbell.*

Discussion and general overview led by Planning and Zoning Director Jim Summerbell.

Motion 1 - Councilmember Rob Turner motioned to Open Public Item TMOD-21-008, Administration.; seconded by Councilmember Jimmy Clanton.

Motion 1 carried unanimously 5-0.

No public comments.

Motion 2 - Councilmember Rob Turner motioned to Close Public Item TMOD-21-008, Administration.; seconded by Councilmember Jimmy Clanton.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Jazzmin Cobble motioned to Approve Public Item TMOD-21-008, Administration; seconded by Councilmember Jimmy Clanton.

Motion 3 carried unanimously 5-0.

e. Approval – of TMOD-21-009, Special Events, Late Night Establishments, and similar uses – *Jim Summerbell.*

Discussion and general overview led by Planning and Zoning Director Jim Summerbell.

Motion 1 - Councilmember Jimmy Clanton motioned to Open Public Item TMOD-21-009, Special Events seconded by Councilmember Tammy Grimes.

Motion 1 carried unanimously 5-0.

No public comments.

Motion 2 - Councilmember Rob Turner motioned to Close Public Item TMOD-21-009, Special Events seconded by Councilmember Tammy Grimes.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Jazzmin Cobble motioned to Approve Public Item TMOD-21-009, Special Events seconded by Councilmember Rob Turner.

Motion 3 carried unanimously 5-0.

f. Approval – of TMOD-21-010, Prohibited Uses and Limitation on Industrial Zones – *Jim Summerbell.*

Discussion and general overview led by Planning and Zoning Director Jim Summerbell.

Motion 1 - Councilmember Jazzmin Cobble motioned to Open Public Item TMOD-21-010, Prohibited Uses and Limitation on Industrial Zones; seconded by Councilmember Jimmy Clanton.

Motion 1 carried unanimously 5-0.

No public comments.

Motion 2 – Councilmember Jazzmin Cobble motioned to Close Public Item TMOD-21-010, Prohibited Uses and Limitation on Industrial Zones; seconded by Councilmember Jimmy Clanton.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Rob Turner motioned to Approve Public Item TMOD-21-010, Prohibited Uses and Limitation on Industrial Zones; seconded by Mayor *Pro Tem* George Turner.

Motion 3 carried unanimously 5-0.

g. Approval – of TMOD-21-011, Restrictions on Residential Conversion – *Jim Summerbell.*

Discussion and general overview led by Planning and Zoning Director Jim Summerbell.

Motion 1 - Councilmember Jimmy Clanton motioned to Open Public Item TMOD-21-011, Restrictions on Residential Conversion; seconded by Councilmember Rob Turner.

Motion 1 carried unanimously 5-0.

No public comments.

Motion 2 - Councilmember Rob Turner motioned to Close Public Item TMOD-21-011, Restrictions on Residential Conversion; seconded by Councilmember Jimmy Clanton.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Jazzmin Cobble motioned to Approve Public Item TMOD-21-011, Restrictions on Residential Conversion; seconded by Councilmember Rob Turner.

Motion 3 carried unanimously 5-0.

h. Approval – of TMOD-21-012, Gravel Parking – *Jim Summerbell.*

Discussion and general overview led by Planning and Zoning Director Jim Summerbell.

Motion 1 - Councilmember Jimmy Clanton motioned to Open Public Item TMOD-21-012, Gravel Parking; seconded by Councilmember Tammy Grimes.

Motion 1 carried unanimously 5-0.

No public comments.

Motion 2 - Councilmember Rob Turner motioned to Close Public Item TMOD-21-012, Gravel Parking; seconded by Councilmember Jimmy Clanton.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Jazzmin Cobble motioned to Approve Public Item TMOD-21-012, Gravel Parking, with modification as stated to 2023 to 2022; seconded by Councilmember Jazzmin Cobble.

Motion 3 carried unanimously 5-0.

i. Approval – of the Proposed ROW Abandonment of a Portion of Lyons Road – Danielle Matricardi.

Discussion and general overview led Attorney Denmark.

Motion 1 - Councilmember Rob Turner motioned to Open Public Item of the Proposed ROW Abandonment of a Portion of Lyons Road; seconded by Councilmember Tammy Grimes.

Motion 1 carried unanimously 5-0.

No public comments.

Michele Battle represented the Applicant.

Motion 2 - Councilmember Rob Turner motioned to Close Public Item of the Proposed ROW Abandonment of a Portion of Lyons Road; seconded by Councilmember Jimmy Clanton.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Jazzmin Cobble motioned to Approve the Resolution by City Council of the Proposed ROW Abandonment of a Portion of Lyons Road; seconded by Councilmember Jimmy Clanton.

Motion 3 carried unanimously 5-0.

IX. CONSENT AGENDA

None.

X. ANNOUNCEMENTS

Announcements made by Councilmember Tammy Grimes recognizing Salem Middle School's Mighty Lions. City Council will prepare and present a proclamation in recognition.

XI. REPORTS & PRESENTATIONS

None.

XII. OLD BUSINESS:

a. Approval – of the Tree Protection Ordinance Amendment (2nd Read) – *Gia Scruggs.*

Brief discussion and explanation provided by Finance Director Scruggs.

Preamble read by Director Scruggs.

Motion 1 - Councilmember Jazzmin Cobble motioned to Approve Chapter 14 Tree Protection Ordinance Amendment; seconded by Councilmember Jimmy Clanton.

Motion 1 carried unanimously 5-0.

b. Approval – of the Decorum Ordinance (2nd Read) – *Winston Denmark*

Brief discussion and explanation provided by Attorney Alicia Thompson.

Penalties added to Ordinance for violations of this Code.

Legal inquiry made by Councilmember Jazzmin Cobble.

Preamble read by Attorney Alicia Thompson.

Motion 1 - Councilmember Rob Turner motioned to Approve the Decorum Ordinance after the Second Read; seconded by Councilmember Tammy Grimes.

Motion 1 carried unanimously 5-0.

c. Approval **–** RZ-21-00 Withdrawal – *Jim Summerbell.*

Brief explanation of withdrawal provided by Planning and Zoning Direction Summerbell.

Motion 1 - Councilmember Jazzmin Cobble motioned to Approve to Accept RZ-21-00 Withdrawal; seconded by Councilmember Jimmy Clanton.

Motion 1 carried unanimously 5-0.

XIII. NEW BUSINESS:

a. Approval – of Staff Instructions Regarding Financial Request.

Presentation of clarity provided by Councilmember Jazzmin Cobble.

Motion 1 – Councilmember Jazzmin Cobble motioned to Approve to Instruct Acting City Manager and City Staff to Deny all Requests made by Mayor Lary for the expenditures of City funds, including payments to third party vendors, pending the outcome of the Mayor's federal criminal prosecution, as well as the ongoing contract negotiations with Jacobs Engineering, and that all such following denial of request to be Forwarded to City Council; seconded by Councilmember Tammy Grimes.

Comments allowed to be made by Mayor Lary.

Motion 1 carried unanimously 5-0.

b. Approval – of Discover Dekalb Contract – *Johnathan Bartlett.*

Informational presentation and discussion led by Economic Development Director Bartlett.

No inquires by City Council.

Motion 1 - Councilmember Rob Turner motioned to Approve the Discover DeKalb Contract; seconded by Councilmember Tammy Grimes.

Motion 1 Approved 4-1. Councilmember Clanton Absent due to Technical Difficulties.

Greetings from James Tsismanakis.

c. Approval – of City Participation in GMA Retirement System – *Steven McClure.*

Discussion led by Acting HR Director McClure.

City Attorney Denmark recommended that each Agreement be voted on separately.

Motion 1 - Councilmember Jazzmin Cobble motioned to Approve the 401a Defined Contribution Resolution and Adoption Agreement; seconded by Councilmember Rob Turner.

Motion 1 carried unanimously 5-0.

Motion 2 - Councilmember Jazzmin Cobble motioned to Approve the 457 Deferred Resolution Plan and Adoption Agreement; seconded by Councilmember Rob Turner.

Motion 2 carried unanimously 5-0.

Motion 3 - Councilmember Jazzmin Cobble motioned to Approve the Roth 457b Deferred Compensation Plan and Adoption Agreement; seconded by Councilmember Rob Turner.

Motion 3 carried unanimously 5-0.

d. Approval – of CDW Contract Approval for Tablets – *Gia Scruggs.*

Discussion led by Finance Director Scruggs.

No questions or comments made by City Council.

Motion 1 - Councilmember Rob Turner motioned to Approve the CDW Contract Approval for Tablets; seconded by Councilmember Jimmy Clanton.

Motion 1 carried unanimously 5-0.

XIV. CITY MANAGER UPDATE

Acting City Manager Janice Allen Jackson provided City Manager Update.

XV. MAYOR AND COUNCIL COMMENTS

Comments made by Mayor and City Council.

XVI. EXECUTIVE SESSION:

Motion 1 - Councilmember Jazzmin Cobble motioned to convene into Executive Session to Discuss

Litigation and Personnel Matters; seconded by Councilmember Jimmy Clanton.

Motion 1 carried unanimously 5-0.

Mayor *Pro Tem* George Turner called to convene into the Executive Session of the Regular City Council Virtual Meeting to order at 9:22pm on November 22, 2021.

MEMBERS OF THOSE IN ATTENDANCE
All City Councilmembers Only, Mayor attended Personnel Matters Only
Acting City Manager Janice Allen Jackson
Deputy City Clerk Sonya Isom
City Attorney Winston Denmark
Finance Director Gia Scruggs, for Litigation Matters Only

Motion 2 - Councilmember Jimmy Clanton motioned to adjourn Executive Session; seconded by Councilmember Jazzmin Cobble.

Motion 2 carried unanimously 5-0.

Executive Session adjourned and resumed Regular City Council Virtual Meeting at 11:10pm.

No Executive Action.

XVII. ADJOURNMENT

Motion 1 - Councilmember Jazzmin Cobble motioned to adjourn the November 22, 2021, Regular City Council Virtual Meeting; seconded by Councilmember Rob Turner.

Motion 1 carried unanimously 5-0.

The Regular City Council Virtual Meeting adjourned at 11:19pm.

CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd. Stonecrest, GA 30038

Monday, December 20, 2021 at 6:00 PM

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1 ***Council Member Rob Turner – District 2***

Council Member Jazzmin Cobble – District 3 ***Council Member 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, Deputy City Clerk

All Councilmembers present. Mayor Jason Lary absent.

III. INVOCATION

Councilmember Rob Turner

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF THE AGENDA

Motion - Made by Councilmember Rob Turner to approve the agenda with stated correction. Seconded by Councilmember Jazzmin Cobble.

Motion passed unanimously.

VI. REVIEW AND APPROVAL OF MINUTES

a. Approval - of the November 10, 2021 Special Called Meeting Minutes

Motion - Made by Councilmember Rob Turner to approve the November 10, 2021 Special Called Meeting Minutes. Seconded by Councilmember Jazzmin Cobble.

Motion passed unanimously.

b. Approval - of the December 13, 2021 Special Called City Council Meeting Minutes

Motion - Made by Councilmember Jazzmin Cobble to approve the December 13, 2021 Special Called Meeting Minutes. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

c. Approval - of the December 14, 2021 Special Called City Council Meeting Minutes

Motion - Made by Councilmember Jazzmin Cobble to approve the December 14, 2021 Special Called Meeting Minutes. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

VII. PUBLIC COMMENTS

(This Meeting will be conducted virtually, the public comments received via email by 4 pm on the day of the meeting will be read or played via voice memo or video into the minutes by the City Clerk)

There is a three (3) minute time limit for each speaker during public comment.

PUBLIC COMMENTS Read in by Deputy City Clerk Ms. Sonya Isom.

Terry Fye - Decriminalize Marijuana

Alexis B. Morris - CID and Metro Green

Renee Cail - CID and Metro Green

Sabrena Farmer - CID and Metro Green

Jacqueline Bryant - CID and Metro Green

Jennifer Wilson - CID and Metro Green

Angela J. Russell - CID and Metro Green

Pyper Bunch - CID and Metro Green

Mayor Pro Tem George Turner addressed comments regarding the CID and Metro Green.

VIII. PUBLIC HEARINGS

(This meeting will be conducted virtually, the public comments received via email in advance of the meeting will be read or played via voice memo or video into the minutes by the City Clerk)

There is a ten (10) minute time limit for each item during all public hearings.

No Public Hearings

IX. CONSENT AGENDA

X. ANNOUNCEMENTS

a. Salem Middle School Rams Championship Football Team - *Mayor Pro Tem George Turner*

On December 5th, Salem Middle School football team was honored for their championship. The football team went undefeated the entire season without another team scoring on them, making for a 6-0 record. Mayor Pro Tem George Turner wanted to acknowledge their exceptional talent.

*The Salem Middle School are the lions, not the rams.

b. Construction Board of Appeals - *Mayor Pro Tem George Turner*

Mayor Pro Tem George Turner extended an invitation for anyone interested in joining the Construction Board of Appeals, provided they can meet minimum qualifications. Currently, the Board is short one member and is open for an appointment.

XI. REPORTS & PRESENTATIONS

a. Committee Reports - *Mayor Pro Tem George Turner*

- CID Advisory Committee

- SPLOST Advisory Committee

- Parks and Recreation Advisory Committee

- Stonecrest Financial Oversight Committee

THE CID ADVISORY COMMITTEE END OF YEAR REPORT 2021

Cornell McBride Jr. is appointed as the representative of the City to the East Metro Dekalb CID Board. He is beginning to participate in the CID's budgeting process. The CID Advisory Committee developed agreements that are to be presented separately to Council this evening relative to the City's acknowledgement of the East Metro CID and their desire to ensure cooperation between the City of Stonecrest and the East Metro CID. The committee has begun to hear from representatives of the Stonecrest Lithonia Industrial Park (SLIP) about their objectives in forming a CID. Recommendation, subject to direction from Council, would be to reconstitute the Committee for 2022.

THE SPLOST ADVISORY COMMITTEE END OF YEAR REPORT 2021

The Stonecrest SPLOST Advisory Committee had 4 meetings this year discussing the status, direction and projects for the SPLOST funds in conjunction with the Transportation Master Plan. The meeting dates were August 11, 2021, September 22, 2021, which was a joint meeting with the Finance Oversight Committee, October 19, 2021, and December 1, 2021. They look forward to this Committee being reconstituted for 2022.

THE PARKS AND RECREATION ADVISORY COMMITTEE END OF YEAR REPORT 2021

During the first 4 months, the committee reviewed several phases of the master plan. The Committee is requesting that the Council identify funding for the requested implementations for improvements. The Parks Advisory Committee would like to request reconstitution for the 2022 year.

THE STONECREST FINANCE OVERSIGHT COMMITTEE

The Finance Committee has completed the following tasks:1. FY22 Budget Input & Review, 2. Combined meeting with the SPLOST Committee to review budget requests from city administration, 3. Provided feedback/recommendations on the Travel Policy, 4. Provided feedback/recommendations on the Purchasing and Purchasing Card Policy, 5. Provided feedback/recommendations on the Financial Management Policy, 6. Provided feedback/recommendations on the Fleet Policy. Recommend reconstitution for 2022.

XII. OLD BUSINESS

XIII. NEW BUSINESS

a. **For Decision** - Approval of FY22 Special Event City Calendar - *Tameika Porter*

Parks and Recreation Director, Tameika Porter, provided an overview. Suggested events for 2022 include Juneteenth, Stonecrest Day, and Stonecrest Day of Service.

Motion - Made by Councilmember Jazzmin Cobble to approve the FY22 Special Event City Calendar. Seconded by Councilmember Tammy Grimes.

Motion passed 4-0, with Councilmember Rob Turner absent.

b. **For Decision** – Cooperation Agreement with the East Metro Dekalb CID - *Alicia Thompson*

Attorney Winston Denmark provided an overview of the CID. The CID completes beautification projects, road improvement, exterior lighting, bus shelters, etc. The CID is already operating in a portion of the City. This agreement with the CID is not related to Metro Green or any industrial facilities.

Motion 1- Made by Councilmember Jimmy Clanton to approve Resolution. Seconded by Councilmember Jazzmin Cobble.

Motion passed 4-0, with Councilmember Rob Turner absent.

Motion 2- Made by Councilmember Jimmy Clanton to approve East Metro Dekalb Cooperation Agreement Resolution. Seconded by Councilmember Jazzmin Cobble.

Motion passed 4-0, with Councilmember Rob Turner absent.

Motion 3- Made by Councilmember Jimmy Clanton to approve Draft Cooperation Agreement between East Metro Dekalb and City of Stonecrest. Seconded by Councilmember Jazzmin Cobble.

Motion passed 4-0, with Councilmember Rob Turner absent.

c. For Decision - Payroll, Meeting and Holiday Calendar - *Janice Allen Jackson*

The holiday calendar that was presented on the December 13, 2021 Work Session has been revised to include Juneteenth, which will be observed on Monday, June 20, 2022.

Motion - Made by Councilmember Jazzmin Cobble to approve Payroll, Meeting, and Holiday Calendar. Seconded by Councilmember Jimmy Clanton.

Motion passed 4-0, with Councilmember Rob Turner absent.

d. For Decision – of Personnel Policies Manual – *Steven McClure*

Human Resources Director, Steven McClure, provided an overview. He reviewed the purpose of manual, timeline of draft preparation, sections of the manual in detail, including definitions, conditions of employment, compensation, benefits, leave policies, conduct, discipline, and severability. All employees will be given the manual and required to sign consent.

Motion - Made by Councilmember Jazzmin Cobble to approve the Personnel Policies Manual. Seconded by Councilmember Tammy Grimes.

Motion passed 4-0, with Councilmember Rob Turner absent.

e. For Decision - American Rescue Plan Act Consultant Services - *Gia Scruggs*

Finance Director Gia Scruggs provided an overview. Berry Dunn will provide guidance and advisory services regarding all legislation, regulations, policies, and rules, as it relates to funding. The funds themselves must be incurred or obligated between December 20, 2021 and December 31, 2024. All projects must be completed by December 30, 2026. The initial cost is $128,520.

Motion - Made by Councilmember Jazzmin Cobble to approve American Rescue Plan Act Consultant Services. Seconded by Councilmember Jimmy Clanton.

Motion passed 4-0, with Councilmember Rob Turner absent.

f. For Decision - Fleet Policy - *Gia Scruggs*

Finance Director Gia Scruggs provided an overview. Minor edits were made to the Fleet Policy for consistency. A separate acknowledgment form was provided for taking vehicles home. Non-City of Stonecrest employees will not be transported in vehicles. Until clarification is provided, Council Members should refrain from riding in City vehicles until the worker's compensation policy is heard on the January 4, 2022 meeting.

Motion - Made by Councilmember Jazzmin Cobble to approve Fleet Policy. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously. Councilmember Rob Turner returned.

g. For Decision - Legal Services Contract - *Gia Scruggs*

Finance Director Gia Scruggs provided an overview. Fincher Denmark will prepare and review all contracts, leases, policies, agreements, and other instruments, attend work sessions and council meetings regularly, and provide telephone consultation to the Council and City Manager and provide legal opinions. Fincher Denmark will perform non-litigation legal tasks as directed and review agenda items to ensure accuracy. Their flat rate fee of $37,000.00 per month for general legal services. Other legal fees will be billed separately at a rate of $185.00. Funding for legal services is included in the FY22 budget.

Motion - Made by Councilmember Jazzmin Cobble to approve the Legal Services Contract. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

h. For Decision - Public Hearing Participation - *Mayor Pro Tem George Turner*

Mayor Pro Tem George Turner expressed his concern with the public having to write their questions. He decided to give the public zoom access for public hearings with clear rules and deadlines regarding comment length and access to the zoom call. The public will need to submit a written request to the City Clerk to receive the zoom link for the hearing.

XIV. CITY MANAGER UPDATE

a. COVID Update

The City Manager provided numerical values of the COVID cases in Dekalb County.

b. Holiday Closures

The City Manager gave information on the consecutive holiday closures of December 24, December 27, December 30, and January 3, 2022.

XV. MAYOR AND COUNCIL COMMENTS

1. District 2 – Councilmember Rob Turner wanted to acknowledge the HOA of Cove Lake. They received a certificate of appreciation and are doing great things in the community. He also extended his gratitude to the City of Stonecrest staff and Council for their outstanding work. Wishes everyone a safe and Merry Christmas.
2. District 3 – Councilmember Jazzmin Cobble echoes the same. Happy New Year.
3. District 5 – Councilmember Tammy Grimes expressed deep gratitude to voters, staff, City, and Council. Merry Christmas.
4. City Manager Janice Allen Jackson – Thanks to Council, staff, and community.
5. District 4 – Mayor Pro Tem George Turner urged those to cease celebratory gunfire.

Please celebrate smarter and safer. Wished Councilmember Jimmy Clanton farewell.

6. District 1 – Councilmember Jimmy Clanton Grateful for his service and time with the City of Stonecrest. The citizens of Stonecrest are awesome. Looking forward to the service Tara Graves will offer to the City.

XVI. EXECUTIVE SESSION

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

XVII. ADJOURNMENT

Motion made by Councilmember Jimmy Clanton.

Americans with Disabilities Act

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

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

CITY OF STONECREST, GEORGIA

CITY COUNCIL MEETING – MINUTES

3120 Stonecrest Blvd. Stonecrest, GA 30038

Tuesday, January 04, 2022 at 5:00 PM

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1 ***Council Member Rob Turner – District 2***

Council Member Jazzmin Cobble – District 3 ***Council Member George Turner – District 4***

Council Member Tammy Grimes – District 5

Citizen Access: Stonecrest YouTube Live Channel

I. ROLL CALL: Sonya Isom, Deputy City Clerk

All members present. Quorum met.

II. PUBLIC COMMENTS

(This Meeting will be conducted virtually, the public comments received via email by 4 pm on the day of the meeting will be read or played via voice memo or video into the minutes by the City Clerk)

There is a three (3) minute time limit for each speaker during public comment.

Adolf Turner: Acknowledgment of black economic advancement in City of Stonecrest

III. AGENDA ITEMS

a. Ceremony – Swearing in of Council Members Tara Graves, Jazzmin Cobble, and Tammy Grimes – *Judge LaTisha Dear-Jackson*

b. Elections – Election of Mayor Pro Tem

Motion - Made by Councilmember Rob Turner to nominate George Turner as Mayor Pro Tem.

Motion passed unanimously.

c. For Decision – Reconstitution of Committees – *Mayor Pro Tem George Turner*

Resolutions for the four advisory committees to be heard at the January 24th Council Meeting.

Motion - Made by Councilmember Jazzmin Cobble to instruct the City Manager to draft resolutions to reconstitute four committees (Parks Advisory Committee, Financial Oversight Committee, SPLOST Advisory Committee, CID Advisory Committee. Personnel Policies Manual. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

d. For Decision – Extension of Workers Compensation Insurance – *Steven McClure*

Human Resources Director Steven McClure provided an overview of extending worker's compensation to the City's elected officials.

Motion - Made by Councilmember Jazzmin Cobble to approve the resolution for Extension on Worker's Compensation Insurance. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

e. For Decision – Fleet Policy Amendment – *Gia Scruggs*

Overview provided by Finance Director Gia Scruggs to allow elected officials to drive and be passengers in the fleet vehicles.

Motion - Made by Councilmember Rob Turner to approve amendment. Seconded by Councilmember Jazzmin Cobble.

Motion passed unanimously.

IV. EXECUTIVE SESSION

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

V. ADJOURNMENT

Motion - Made by Councilmember Jazzmin Cobble. Seconded by Councilmember Tammy Grimes.

Motion passed unanimously.

Americans with Disabilities Act

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

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

CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – MINUTES

3120 Stonecrest Blvd. Stonecrest, GA 30038

Monday, January 10, 2022 at 5:45 PM

Council Member Tara Graves – District 1 ***Council Member Rob Turner – District 2***

Council Member Jazzmin Cobble – District 3 ***Council Member 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, Deputy City Clerk

All Councilmembers present.

III. AGENDA ITEMS

a. Decision – State of Emergency Declaration Extension – *Winston Denmark*

Attorney Winston Denmark provided an overview. Due to the increase in positive Omicron and Delta variant cases, it was proposed that the City extend its State of Emergency to June 2022. This extension can be shortened or extended if Council should find cause to do either. Councilmember Jazzmin Cobble and Mayor Pro Tem George Turner both agreed that June is too far out. Councilmembers Tammy Grimes and Tara Graves both agreed that June is best, as the variant is effecting everyone.

Motion - Made by Councilmember Jazzmin Cobble to approve the ordinance extending the State of Emergency. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

b. Appointments – For Urban Redevelopment Agency – *Mayor Pro Tem George Turner*

Mayor Pro Tem George Turner provided an overview. The appointments up for voting expired on December 31, 2021. In the Mayor's absence, the Mayor Pro Tem can make a recommendation for the URA chair. Mayor Pro Tem George Turner recommends Councilmember Jazzmin Cobble as the URA chair. This will be confirmed at the next URA meeting.

Motion 1- Made by Councilmember Jazzmin Cobble for Councilmember Jazzmin Cobble to succeed herself in Post 3. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

Motion 2- Made by Councilmember Rob Turner for Mayor Pro Tem George Turner to succeed himself in Post 4. Seconded by Councilmember Jazzmin Cobble.

Motion passed unanimously.

Motion 3- Made by Councilmember Jazzmin Cobble to appoint Councilmember Tara Graves to Post 1. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

IV. EXECUTIVE SESSION

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

V. ADJOURNMENT

Motion - Made by Councilmember Jazzmin Cobble. Seconded by Councilmember Rob Turner.

Motion passed unanimously.

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

SUBJECT: RZ-21-006 WITHDRAWAL, 4700 Browns Mill Rd

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: Acceptance of Rezoning Withdrawal Request**

ACTION REQUESTED: ☒ **DECISION** ☐ **DISCUSSION ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To accept without prejudice the withdrawal of RZ-21-006, 4700 Browns Mill Road.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve, recommend placing on consent agenda

ATTACHMENTS:

(1) Attachment 1 - RZ-21-006 Staff Report
(2) Attachment 2 - Withdrawal Request Letter
(3) Attachment 3 -
(4) Attachment 4 -
(5) Attachment 5 - Click or tap here to enter text.

PLANNING & ZONING STAFF REPORT

RZ-21-006

City Council Regular Meeting January 24, 2022

GENERAL INFORMATION

Petition Number:	RZ-21-006
Applicant:	Ray of Hope Christian Church Disciples of Christ c/o Battle Law, P.C.
Owner:	Ray of Hope Christian Church Disciples of Christ
Project Location:	4700 Browns Mill Road
District:	District 4 – George Turner
Acreage:	Approximately 24.9 acres
Existing Zoning:	RSM (Small Lot Residential Mix) with conditions
Proposed Zoning:	RSM (Small Lot Residential Mix) (modification to change conditions)
Comprehensive Plan Character Area Designation:	Suburban Neighborhood
Proposed Development/Request:	The applicant is requesting the withdrawal without prejudice of RZ-21-006, a rezoning request for the subject property from RSM (Small Lot Residential Mix) with conditions to RSM (Small Lot Residential Mix) with other conditions for the development of a 73-townhome community with park amenities.
Previous Actions:	(1) DeKalb County zoning case CZ-05-32 tied the rezoning of the parcel to allow for 112 senior housing units. (2) Planning Commission recommended approval of the rezoning request with conditions on November 9, 2021 (3) Applicant submitted withdrawal request on December 20, 2021
Staff Recommendations:	**Acceptance of the withdrawal without prejudice**

Battle Law

December 20, 2021

VIA EMAIL (jsummerbell@stonecrestga.gov)

Jim Summerbell, Planning Director
Stonecrest Planning and Zoning Department
3120 Stonecrest Boulevard, Suite 190
Lithonia, GA 30038

Re: Proposed Rezoning for 4700 Browns Mill Road being Tax Parcel No. 16 012 01 007

Mr. Summerbell,

On behalf of Ray of Hope Christian Church Disciples of Christ, Inc., I am hereby requesting that the above-referenced rezoning application be withdrawn without prejudice.

Sincerely,

Danielle Blumenthal

Danielle Blumenthal

CITY COUNCIL AGENDA ITEM

SUBJECT: RZ-21-006 WITHDRAWAL, 4700 Browns Mill Rd

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: Acceptance of Rezoning Withdrawal Request**

ACTION REQUESTED: ☒ **DECISION** ☐ **DISCUSSION ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To accept, without prejudice, the withdrawal of RZ-21-006, 4700 Browns Mill Road.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve, recommend placing on consent agenda

ATTACHMENTS:

(1) Attachment 1 - RZ-21-006 Staff Report
(2) Attachment 2 - Withdrawal Request Letter
(3) Attachment 3 -
(4) Attachment 4 -
(5) Attachment 5 - Click or tap here to enter text.

CITY COUNCIL AGENDA ITEM

SUBJECT: Appointing Dekalb County Board of Registrations and Elections to Conduct the City of Stonecrest Election

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**

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

Current Council Meeting: Monday, January 24, 2022

SUBMITTED BY: Alicia Thompson, Attorney

PRESENTER: Alicia Thompson

PURPOSE: The purpose of this item is to seek Council's approval of a resolution that appoints Dekalb County to conduct the City's Special Election for 2022.

FACTS: To appoint Dekalb County Board of Registrations and Elections to conduct the City of Stonecrest Special Election expected to be held on March 15, 2022. As part of conducting this election, the City is appointing Dekalb County to conduct the election on the City's behalf as outlined in the attached resolution.

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

(1) Attachment 1 - Resolution

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF STONECREST, GEORGIA APPOINTING DEKALB COUNTY BOARD OF REGISTRATIONS AND ELECTIONS TO CONDUCT THE CITY OF STONECREST 2022 SPECIAL MUNICIPAL ELECTION HELD ON MARCH 15, 2022 AND IF NECESSARY, TO CONDUCT A CITY OF STONECREST SPECIAL RUNOFF ELECTION TO BE HELD ON APRIL 12, 2022; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Stonecrest, Georgia (the "City") in accordance with O.C.G.A. § 21-2-540 will hold a Special Municipal Election on Tuesday, March 15, 2022 ("Special Election"); and

WHEREAS, the City in accordance with O.C.G.A. § 21-2-501 may have need to hold additional City elections, including a runoff election on April 12, 2022 in addition to the Special Election, collectively ("Elections"); and

WHEREAS, the Stonecrest City Council is hereby in agreement that it would be in the best interest of its citizens, pursuant to O.C.G.A. Section 21-2-45 (c), to allow the DeKalb County Board of Registrations and Elections staff equipment and expertise to conduct the City of Stonecrest 2022 Elections; and

WHEREAS, the City and DeKalb County executed an Intergovernmental Agreement for the provision of Election Services between Dekalb County and the City of Stonecrest("IGA"); and

WHEREAS, the City wishes to execute an agreement in conjunction with the IGA to allow the DeKalb County Board of Registrations and Elections to conduct the Elections; and

WHEREAS, Individual duties and responsibilities of both the City and DeKalb County staff shall be set forth in more detail in the IGA; and

WHEREAS, the City agrees to pay all costs associated with such Elections in a manner provided in the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA,

SECTION 1 That in accordance with O.C.G.A. §21-2-45(c) the City is authorized to enter into an agreement appointing DeKalb County Board of Registrations and Elections to Conduct the City of Stonecrest March 15, 2022 Special Municipal Election and if necessary to conduct a City of Stonecrest Special Runoff Election to be held on April 12, 2022.

SECTION 2 That the City Attorney is hereby directed to prepare an agreement with DeKalb County Board of Registrations and Elections for execution by the City Clerk in a substantially similar form to the agreement set forth in **Exhibit A** attached hereto.

SECTION 3 That the City shall pay DeKalb County all costs incurred in conducting the Special Municipal Election specifically enumerated in the Intergovernmental Agreement for the provision of Election services between Dekalb County and the City of Stonecrest attached hereto as **Exhibit B**.

SECTION 4 That the agreement with DeKalb County Board of Registrations and Elections shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Municipal Clerk and delivered to the contracting party.

SO RESOLVED This _____day of _____2022.

[SIGNATURE CONTAINED ON THE FOLLOWING PAGE]

CITY OF STONECREST, GEORGIA

George Turner, Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Agreement to Appoint DeKalb County Board of Registrations and Elections to Conduct the City of Stonecrest 2022 Special Municipal Elections

As per the Intergovernmental Agreement for the provision of Election Services between Dekalb County and the City of Stonecrest previously approved to conduct the City of Stonecrest Elections, THE CITY OF STONECREST hereby requests that DeKalb County Board of Registrations and Elections conduct its Special Municipal Election on March 15, 2022 and if necessary to conduct a City of Stonecrest Special Runoff Election to be held on April 12, 2022. The last day to register to vote in this election is February 14, 2022.

This_____day of_____2022

_____(SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF STONECREST Special Municipal Election on March 15, 2022.

This _____day of _____2022

_____(SEAL)
Election Supervisor
DeKalb County Board of Registrations and Elections

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EXHIBIT B

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF STONECREST, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 2nd day of October, 2018, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Stonecrest, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as "SB 208"); and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia, will renew on an annual basis, and will terminate on December 31, 2067, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests, as necessary, for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least one hundred twenty (120) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:
Director, DeKalb County Registrations and Elections
4380 Memorial Drive, Ste. 300
Decatur, Georgia 30032
(404) 298-4038 (facsimile)

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
(404) 371-3024 (facsimile)

If to the City:
City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
(470) 299-4214 (facsimile)

With a copy to:
City Attorney
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
(470) 299-4214 (facsimile)

With a copy to:
Thompson Kurrie, Jr.
City Attorney
City of Stonecrest
3475 Lenox Road, NE, Ste. 400
Atlanta, Georgia 30326
(770) 689-9729 (facsimile)

ARTICLE 10
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in

the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 13
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 14
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

by/ Dir

(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

ERICA HAMILTON
Director / Supervisor
DeKalb County Board of
Registrations and Elections

APPROVED AS TO FORM:

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF STONECREST, GEORGIA

(SEAL)

JASON LARY, SR.
Mayor

ATTEST:

BRENDA JAMES
Municipal Clerk

APPROVED AS TO SUBSTANCE:

THOMPSON KURRIE, JR.
City Attorney

EXHIBIT A

As per the Agreement executed on October 15, 2018, THE CITY OF STONECREST hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF STONECREST _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of
Registrations and Elections

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution for the Special Election to be Held on 03/15/22 to Set Qualifying Dates & Fees

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**

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

Current Council Meeting: Monday, January 24, 2022

SUBMITTED BY: Sonya Isom, Deputy City Clerk

PRESENTER: Sonya Isom

PURPOSE: The purpose of this item is to seek Council's approval of a resolution that establishes the fees and sets the location, dates and times for candidates qualifying to fill the office of City Mayor for the upcoming Special Election, March 15, 2022.

FACTS: Due to the Mayor's resignation, the seat is available. The seat will be up for election at a Special Election on March 15, 2022. As such, the City is required to establish the fees and details associated with the declaration of candidates wishing to qualify for the election. These fees and details are established by resolution as attached.

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

(1) Attachment 1 - Resolution

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF STONECREST, GEORGIA TO REGULATE AND PROVIDE FOR THE CALLING OF THE SPECIAL ELECTION AND TO CALL THE SPECIAL ELECTION FOR THE CITY OF STONECREST TO BE HELD ON TUESDAY, MARCH 15, 2022 TO ELECT THE MAYOR; TO CONDUCT A RUN-OFF ELECTION, IF NECESSARY, TO BE HELD ON TUESDAY, APRIL 12, 2022; TO ESTABLISH QUALIFYING FEES; TO SET THE LOCATION, DATES AND TIME FOR CANDIDATES QUALIFYING TO FILL THE OFFICE OF THE MAYOR; TO ESTABLISH QUALIFYING AS A PAUPER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing body of the City of Stonecrest, Georgia (the "City") is the Mayor and Stonecrest City Council ("City Council"); and

WHEREAS, Section 2.06 of the City Charter states that all elections conducted in the City shall be conducted in accordance with Chapter 2 of Title 21 of the O.C.G.A and grants that the City Council shall, by ordinance or resolution, prescribe such rules and regulations as it deems appropriate for the establishment of qualifying fees, to fulfill any options and duties under Chapter 2 of Title 21 of the O.C.G.A; and

WHEREAS, the City in accordance with O.C.G.A. § 21-2-540 will hold a Special Municipal Election on Tuesday, March 15, 2022 ("Special Election"); and

WHEREAS, the City in accordance with O.C.G.A. § 21-2-501 may have need to hold additional City elections, including a runoff election on April 12, 2022 in addition to the Special Election, collectively ("Elections"); and

WHEREAS, pursuant to the O.C.G.A. § 21-2-131(a)(1)(A); the governing authority of any municipality, at least 35 days prior to the special election to be held, shall fix and publish a qualifying fee for each municipal office to be filled in the upcoming election; and

WHEREAS, pursuant to the O.C.G.A §21-2-131(a)(1)(A), such fee shall be three 3 percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law; and

WHEREAS, the current annual salaries for these elected municipal offices are as follows; Mayor - $20,000; and

WHEREAS, pursuant to the O.C.G.A § 21-2-132 (g) and (h), a pauper's affidavit and accompanying qualifying petition may be filed in lieu of paying a qualifying fee.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STONECREST, GEORGIA,

SECTION 1 That a Special Municipal Election shall be held on Tuesday, March 15, 2022 for the election of Mayor

SECTION 2 That if necessary a runoff election shall be on April 12, 2022.

SECTION 3 That the Municipal Clerk shall "call" said Election by publishing notice of the election in in On Common Ground News at least 29 days before the special election is held.

SECTION 4 That the Municipal Clerk shall fix and publish the qualifying fees, location, dates, and times in On Common Ground News at least 35 days prior to the special election.

SECTION 5 That candidates shall qualify to fill the aforementioned offices by filing a notice of candidacy and paying the required fee to the Municipal Clerk, or by filing a pauper's affidavit and accompanying petition with, the Municipal Clerk or designated agent at 3120 Stonecrest Blvd. Stonecrest, GA 30038 no earlier than the date of the call and shall end no later than 25 days prior to the election in accordance with 21-2-132(c)(3)(A).

SECTION 6 That the qualifying period shall be no less than three days and no more than five days and shall commence no earlier than 8:30 A.M. on the first day and no later than 4:30 P.M on the last day.

SECTION 7 The qualifying fees for each candidate for Mayor shall be 3 percent of the total gross salary of the office paid in the preceding calendar year and are therefore set as follows:

Mayor – Six-Hundred Dollars and No/Cents - ($600.00).

SECTION 8 That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF STONECREST, GEORGIA:

_____

George Turner, Jr., Mayor Pro Tem

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY COUNCIL AGENDA ITEM

SUBJECT: RECONSTITUTION OF COMMITTEESS

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:**

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

Current Council Meeting: Monday, January 24, 2022

SUBMITTED BY: Jim Nichols, Deputy City Manager

PRESENTER: Mayor Pro Tem George Turner

PURPOSE: To re-establish the various committees of the City for 2022.

FACTS: The City's current oversight committees operate on a yearly cycle and must be reconstituted annually. The process allows the Council to review committee makeup, ongoing activities and designated authorities. Attached for the Council's consideration is a draft resolution that expands the charge of the Parks and Recreation Advisory Committee as well as a roster of current members and vacancies for all committees to include, Parks and Recreations, CID Advisory, Finance, and SPLOST. Upon review and consideration, the Council is asked to consider and approved the expanded role of the Parks and Rec Advisory Committee, recommend new committee members to fulfill current vacancies and approve the final rosters for each committee.

OPTIONS: Approve, Approve with Modifications, Table, Deny, or Defer

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - Resolution 22-xxx
(2) Attachment 2 - Committee Rosters

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE RECONSTITUTION OF THE PARKS AND RECREATION CITIZEN ADVISORY BOARD OF THE CITY OF STONECREST, GEORGIA AND APPOINTING THE INITIAL MEMBERS.

WHEREAS, the City of Stonecrest was created by Senate Bill 208, passed in the Georgia

General Assembly during the 2016 Session and subsequently confirmed by referendum; and

WHEREAS, Senate Bill 208 provided a charter for the City of Stonecrest (the "City

Charter"); and

WHEREAS, Senate Bill 21, passed in the Georgia General Assembly during the 2021 Session and subsequently signed into law on April 2, 2021; and

WHEREAS, Section 1.03(b)(42) of the City Charter grants the City the power to exercise and enjoy all other powers, functions and rights necessary or desirable to promote the general welfare of the City and its inhabitants; and

WHEREAS, Section 7 of Senate Bill 21 amended Section 2.11 to read as follows: *(c)(1) The city council shall have the power by ordinance or resolution to establish oversight, policy, and standing committees of the council; and

WHEREAS, the City Council of the City of Stonecrest determined that it was in the best interest of the City and its citizens to establish an advisory board known as the Parks and Recreation Citizen Advisory Board of the City of Stonecrest, Georgia, for the purpose of identifying and improving the City's parks and recreational facilities; and

WHEREAS, the City desires to reconstitute the Parks and Recreation Citizen Advisory Board will additional duties.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, as follows:

SECTION I ESTABLISHMENT OF THE PARKS AND RECREATION CITIZEN ADVISORY BOARD AND AUTHORIZATION**:** The City Council of the City of Stonecrest affirms that beautification and improvements to the parks and recreation facilities across the City have become an immediate concern. The continuation of this board is an opportunity for the City to affect substantive improvements to the City's recreation facilities and to transform our City into one defined by the collective pursuit of a high quality of life for all residents. To further help accomplish this vision, there is hereby re-established the Parks and Recreation Citizen Advisory Board of the City of Stonecrest, Georgia (hereinafter referred toas the "Parks and Recreation Advisory Board").

SECTION II MISSION AND DUTIES: The mission of the Parks and Recreation Advisory Board is to include the citizens of the City of Stonecrest to address the immediate need of improving City Parks. The purpose of the Parks and Recreation Advisory Board is to ensure:

1. To provide as necessary and appropriate advice, reviews, reports and recommendations

to the public, City Manager, Mayor, Mayor Pro Tempore and City Council on park and recreation facility conditions and areas of immediate concern;

2. That lists of projects are equitable, appropriately prioritized, and well distributed

throughout the City;

3. That each district of the City is represented and has the opportunity to advocate for

cleaner and improved facilities.

4. To evaluate and make recommendations for the need of additional funding and construction of trails in the city of Stonecrest.

5. To evaluate and make recommendations for the need of additional studies and creation of paths in the city of Stonecrest.

SECTION III MEMBERSHIP: The Parks and Recreation Advisory Board shall be composed of seven (7) members, two (2) of which shall be Councilmembers appointed by the City Council to serve as ex-officio, non-voting members of the Board. The City Council shall establish qualifications for members of the Parks and Recreation Advisory Board except that each Parks and Recreation Advisory Board member must be either a resident of the City or an owner or officer of a business domiciled in the City. Each board person shall be nominated and approved by the City Council. Should the board member move out of the City or no longer be an owner or an officer of a business domiciled in the City, he/she may remain active until the City Council appoint his/her replacement. Members must attend two-thirds (2/3) of the Parks and Recreation Advisory Board meetings in a calendar year. Failure to do so warrants removal from the Board.

SECTION IV TERMS: Each member shall serve for a term of one (1) year. Members filling vacancies shall serve the remainder of the term to which they were appointed. A consecutive appointment is permissible. Members whose terms expire shall continue to serve until a replacement is appointed or a consecutive appointment is made. Any member may be removed with or without cause by the City Council.

SECTION V COMPENSATION: Parks and Recreation Advisory Board members will serve without compensation. Reasonable expenses for travel may be reimbursed and Board members may be compensated pursuant to a policy to be established by the City Manager and approved by the City Council.

SECTION VI QUORUM: A majority of the actual number of Parks and Recreation Advisory Board members establishes a quorum. Any action taken requires a majority of affirmative votes of the quorum present.

SECTION VII GOVERNANCE: The Parks and Recreation Advisory Board shall adopt its rules of procedure, which shall be substantially similar to the rules of procedure of the City Council. The Parks and Recreation Advisory Board shall set its own meeting schedule and establish the meeting agendas. The date and time of each meeting as well as agenda items to be considered shall be publicized in the same manner as meetings of the City Council. All meetings shall be open to the public and all records maintained by the Parks and Recreation Advisory Board shall be public records unless expressly exempted by a provision of the Georgia Open Records Act. The Parks and Recreation Advisory Board shall keep minutes of its proceedings, showing the vote of each member upon each question, and shall maintain records of its examinations and other official actions all of which shall be filed in the office of the City Clerk. Copies of the minutes shall be sent to the Mayor and each member of the City Council. At each meeting, the public shall be granted time for public comment. The Parks and Recreation Advisory Board shall elect a chairman to conduct meetings and a vice chairman to conduct meetings in the absence of the chairman. Elections shall be held at the first regular meeting of the calendar year. The chairman shall serve for one (1) year or until re-elected or a successor is elected. The vice chairman shall serve for one (1) year or until re-elected or a successor is elected. The Board shall select one of its members to be the secretary. The Parks and Recreation Advisory Board will report either in person or in writing to the Mayor and City Council at the first regular City Council meeting every other month

SECTION VIII INITIAL MEMBERS

The initial members of the Parks and Recreation Advisory Board shall be as follows:

1. _____ (District 1)

2. _____ (District 2)

3. _____ (District 3)

4. _____ (District 4)

5. _____ (District 5)

6. _____ (At-large)

7. _____ (At-large)

8. Councilman _____ (District 1)

9. Councilman _____ (District 4)

SECTION IX ENFORCEMENT AND SEVERABILITY

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION X REPEAL OF CONFLICTING RESOLUTIONS

All resolutions and parts of resolutions in conflict herewith are hereby expressly repealed.

SECTION XI EFFECTIVE DATE OF RESOLUTION

This Resolution shall become effective upon the date of approval and execution by the Mayor and Council of the City of Stonecrest, Georgia.

SO RESOLVED, this _____ day of _____, 2022.

[SIGNATURES CONTAINED ON NEXT PAGE]

CITY OF STONECREST, GEORGIA

_____

George Turner, Mayor Pro Tempore

ATTEST:

_____

Patricia Wheeler, City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Parks and Recreation Advisory Committee 2022

MEMBERSHIP
The 2022 Parks and Recreation Advisory Committee shall be composed of nine (9) members, The initial members of the Parks and Recreation Advisory Committee shall be as follows:

Lori Brown (District I)
Karyl Clayton (District 3)
Charnessa Grace (District 5)
Arabia Mountain National (At-large) Heritage Area ("AMNHA") Executive Director
Councilwoman T. Graves
Councilman G. Turner
Open
Open
Open

CID Advisory Committee 2022

1. Open

2. Cornell McBride

3. Michael McClinton

5. Bernard Knight

6. Councilwoman Tara Graves D 1

7. Councilman Rob Turner D2

Ex Officio (non-voting) Members:

1. City of Stonecrest Economic Development Director

2. Executive Director of the East Metro Dekalb CID

FINANCE Committee 2022

1. Member - Jennifer Moore

2. Member - Angela Ash

3. Member - Lakesha Swanson

4. Member - Dave Marcus

5. Member – Nidia Fornum

6. Councilmember - Jazzmin Cobble

7. Councilmember - George Turner

8. City Manager or Designee- ex-officio

9. City Finance Director- ex-officio

10. Internal Auditor- ex-officio

SPLOST Committee
2022 Membership shall be;

1. Member - Darrell Taylor

2. Member - Elijah Ajaey

3. Member - Stephanie Shine

4. vacant

5. Member - Avema Louie

6. Member - Donna Priest-Brown

7. Member - Jeff Martin

8. Councilmember - Tammy Grimes

9. Councilmember - Rob Turner

Parks and Recreation Advisory Committee is to ensure:

1. To provide as necessary and appropriate advice, reviews, reports and recommendations to the public, City Manager, Mayor, Mayor Pro Tempore and

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

RESOLUTION NO. 2022-01-

City Council on park and recreation facility conditions and areas of immediate concern;

2. That lists of projects are equitable, appropriately prioritized, and well distributed throughout the City;
3. That each district of the City is represented and has the opportunity to advocate for cleaner and improved facilities.
4. To evaluate and make recommendations for the need of additional funding and construction of trails in the city of Stonecrest.
5. To evaluate and make recommendations for the need of additional studies and creation of paths in the city of Stonecrest.

CITY COUNCIL AGENDA ITEM

SUBJECT: Janitorial Contract Approval

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**

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

Current Council Meeting: Monday, January 24, 2022

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Gia Scruggs

PURPOSE: Click or tap here to enter text.

FACTS: The Finance Department published solicitation number 2021-2026 for janitorial services on October 13, 2021. The solicitation closed on November 18, 2021. There were seven vendors that responded to the solicitation. The evaluation committee completed evaluations and all documentation was provided to the Finance Director. The recommendation is to award the janitorial contract to American Family Services, Inc. for an initial annual contract amount of $96,603.96. Because there may be additional services that the City of Stonecrest may require such as special events, COVID cleaning and disinfecting, and after-hours services, these services were included in the solicitation and cost proposal and will be billed separately. This contract will be funded from the General Fund – Leisure Services. The City currently utilizes Optech to provide landscape, maintenance, and janitorial services.

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve

CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

(1) Attachment 1 - AFS Cost Proposal
(2) Attachment 2 - Janitorial Services Draft Contract
(3) Attachment 3 - Janitorial Services Bid Summary
(4) Attachment 4 - AFS Janitorial Proposal 2021-026

JANITORIAL SERVICES - No. 2021-2026							
REVISED - COST PROPOSAL FORM							
Cost based on Service Frequency Schedule 6.0 in the RFP							
LOCATIONS	**Building Supplies**	**Daily Maintenance (On-site)**	**Floor Buff and Wax**	**Window Cleaning**	**Wax Buff**	**COVID-19 Cleaning & Disinfecting**	**Total Monthly Cost**
Browns Mill Athletic Complex	$ 400.00	$ 1,050.00	$	$	$		$ 1,450.00
Browns Mill Recreation/Community Center	$ 500.00	$ 1,650.00	$ 625.00	$ 33.33	$ 875.00		$ 3,683.33
Browns Mill Aquatic Center	$ 400.00	$ 1,050.00	$	$	$		$ 1,450.00
Southeast Athletic Complex	$ 400.00	$ 1,050.00	$	$	$		$ 1,450.00
Sam's Building (cleaned upon request)* Hourly rate shown		$ 17.00	$	$	$		$ 17.00
Stonecrest City Hall *(COVID cleaning and disinfection only)*							$ -
Total Cost	$ 1,700.00	$ 4,817.00	$ 625.00	$ 33.33	$ 875.00	$ -	$ 8,050.33
Additional Services ***(See section 5.0 of proposal)***							
Emegencies (hourly rate)	$ 17.00						
Afterhours (hourly rate)	$ 17.00						
COVID Cleaning and Disinfecting	$ 17.00						
Special Events (hourly rate)	$ 17.00						

Company Name:	American Facility Services, Inc.
Company Authorized Official: (print name)	Harold Angel
Authorized Official Signature:	*Harold Angel*
Date:	1/6/2022

PROFESSIONAL SERVICES AGREEMENT
JANITORIAL SERVICES

This Professional Services Agreement ("Agreement") is made and entered into this ____day of _____ 2022, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **AMERICAN FACILITIES SERVICES, INC.** ("Contractor").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing janitorial services.

WHEREAS, Contractor submitted a response to the City's Request for Janitorial Services No. 2021- 026 for janitorial services, which was selected by the City as the most responsive;

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, whichever occurs sooner ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein.

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. <u>TERMINATION FOR CONVENIENCE</u>. 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. <u>DISPUTES.</u> 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 Indemnitee 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

With copies to:

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

If to the Contractor:

American Facility Services, Inc
1325 Union Hill Industrial Court
Suite A
Alpharetta, Georgia 30004

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

3.0 SCOPE OF SERVICE

3.1 The City has many recreation programs include opportunities and special events for the children, adults, and seniors in the community throughout the year. With these programs the parks and facilities require continuous cleaning throughout the day and weekends.

3.2 The Contractor must have sufficient personnel to provide service during evening hours, weekends, and holidays. The Contractor will be given ample time for planning.

3.3 Each Offeror is responsible for determining all factors necessary for the submission of a comprehensive response to the RFP. This includes but not limited to, measuring each facility, if necessary, to determine your proposed fees for services. No plans or blueprints are available.

3.4 The facilities covered under this contract include the following, others may be added in future:

1. Browns Mill Athletic Complex
2. Browns Mill Recreation/Community Ctr., 4929 Browns Mill Road, Stonecrest, GA
3. Browns Mill Aquatic Center, 5099 Browns Mill Road, Stonecrest, GA **(Seasonal)**
4. Southeast Athletic Complex, 5845 Hillvale Road, Stonecrest, GA
5. Sam's Building **(cleaned upon request)**
6. Stonecrest City Hall – 3120 Stonecrest Blvd., Stonecrest, GA 30038
   - Various suites

3.5 Contractor must perform the following duties. Additional services may be requested contingent on City events.

3.6 The Contractor is to supply all light bulbs, toilet tissue, hand towels, paper seat covers, liquid soap for dispensers, plastic trash can liners, doggie bags, cleansers, disinfectants, solvents, waxes, cleaning tools, equipment, and any additional supplies necessary for the contractor to perform to the contract specifications.

3.7 The Contractor must have the ability to provide COVID-19 cleaning and disinfecting, method must be pre-approved by Director of Parks and Recreation prior to application.

3.8 The contractor shall establish effective communication channels to allow daily communication between Director of Parks and Recreation or designee and the responsible contractor staff.

3.9 To allow maximum effective communication between the City and the Contractor, the City requires a contractor's site supervisor and at least one of the contractor's staff who is on duty at all times must speak, read, and write fluent English.

3.10 The Contractor's equipment and vehicles must be in good working order and in clean safe condition. Vehicles do not need to have a logo with contractor's name applied but is preferred. Vehicles must appear professional to represent the City of Stonecrest.

3.11 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

3.12 The Contractor must present themselves in a professional manner to the City of Stonecrest and the public as a representative for the City of Stonecrest. Clothing must be appropriate and in good condition, no discriminatory verbiages or symbols are allowed, logos may be of work-related verbiage, signage, or symbols only, safety apparel must be worn at all times especially in vehicle traffic areas.

3.13 The Contractor's personnel shall perform work in a professional manner as directed by the City and in compliance with all Federal, State, and City of Stonecrest regulations and OSHA rules and regulations shall be followed at all times.

3.14 The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the public who may be affected thereby.

3.15 The Manager/Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Manager/Supervisor and the City, but the final required times will be at the City's discretion.

3.16 Children, friends, family, or other persons not directly employed by the contractor are strictly prohibited from City's premises.

3.17 Weekly meetings between the Director of Parks and Recreation or designee and the contractor's project supervisor will be required.

3.18 Material Safety Data Sheets of all chemicals used during custodial services must be furnished to the Director of Parks and Recreation or designee. The Contractor is responsible to furnish Material Safety Data Sheets to their custodial employees while working with any chemicals used while performing the services required of this bid and scope of work.

3.19 The Contractor's equipment and supplies shall not be left on public walkways where someone could walk into them or trip over them. Doors to the contractor's supply closets shall remain closed and locked when an employee is not immediately present.

3.20 The Contractor shall make every effort to recycle as much of the waste as possible. Janitorial staff will collect recyclables and deposit them into the proper on-site recyclable materials depository.

3.21 The Contractor shall provide a monthly report to the Director of Parks and Recreation of all services provided at each location. The same report shall be available for Finance Director inspection, upon request.

4.0 TRASH, DEBRIS AND GRAFFITI REMOVAL

1) During daily routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

2) All trash and debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation.

3) If any question arises about disposal, it will be the contractor responsibility to notify the City for instructions.

4) Any graffiti shall be reported to the Director of Parks and Recreation and removed the same day that it is discovered.

5.0 ADDITIONAL SERVICES:

Janitorial services needed during weekends, holidays, new and unforeseen services will be identified as additional services when determined by the City that such service is not covered by these specifications. During Special Events Contractor's personnel must remain on-site throughout the event to provide continuous service. Contractor may be requested to set up and breakdown event. i.e., tables chairs, etc.

Upon notification that additional services will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City.

The City shall retain the right to reject Contractor's cost proposal for additional services and to solicit services needed from other contractors.

Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the City.

The Contractor shall perform additional services in accordance with the agreement for additional services and with the provisions of these specifications and shall furnish all labor, materials, and equipment.

COVID-19 Cleaning

The Contractor must use an EPA-registered disinfectants, to kill remaining germs on surfaces after cleaning. The Contractor shall provide a list of the chemicals to be used for cleaning and disinfecting.

You may refer to the website below.
https://www.epa.gov/coronavirus/whats-difference-between-products-disinfect-sanitize-and-clean-surfaces

The Contractor shall use cleaning chemicals properly and safely by wearing prescribed protective clothing, masks, and/or rubber gloves applying the cleaning chemicals properly on surfaces or items designated for their use and disposing of residual chemical products as directed or storing and labeling them for future use.

Emergency situations (water leaks, etc.) shall be reported immediately to the Parks and Recreation Department or designee (24-hours/day).

The Contractor will provide a monthly report of services provided at each location. The report must be included with monthly invoice.

SERVICE FREQUENCY SCHEDULE

	Facilities Cleaning Schedule	Daily	Weekly	Monthly	Quarterly	Semi-Annual
	Bathrooms (Toilets/sinks/counters/mirrors/windows/doors)	x				
	Sweep and mop bathroom floors	x				
	Empty trash cans, replace trash liners and doggie bags.	x				
	Refill toilet paper, soap dispensers, paper towels dispenser *(daily or as needed)*	x				
	Sweep outside entry areas	x				
	Clean water fountains	x				
	Vacuum and sweep office as requested	x				
	COVID-19 Disinfecting ***(Browns Mill & City Hall Only)***	x				
	Submit maintenance/repairs notices as needed	x				
	Clean concession stands (sweep and mop)		x			
	Wipe down walls		x			
	Dust (including window ledges)		x			

	Clean breakroom microwave in/out		x			
	Buff Floors (Bathrooms, breakrooms, classrooms, halls, and lobby areas)			x		
	Clean refrigerator		x			
	Clean trasher cans inside and out		x			
	Clean and organize janitorial storage and mop closet for inspection			x		
	Sweep and Mop all floors			x		
	Clean outside trash cans inside and out			x		
	Clean windows of facilities inside and outside				x	
	Strip, Wax and Buff all lobby, halls breakrooms and common areas, gymnasium, and classrooms.					x

EXHIBIT B

COST PROPOSAL

JANITORIAL SERVICES - No. 2021-2026							
REVISED - COST PROPOSAL FORM							
Cost based on Service Frequency Schedule 6.0 in the RFP							
LOCATIONS	**Building Supplies**	**Daily Maintenance (On-site)**	**Floor Buff and Wax**	**Window Cleaning**	**Wax Buff**	**COVID-19 Cleaning & Disinfecting**	**Total Monthly Cost**
Browns Mill Athletic Complex	$ 400.00	$ 1,050.00	$	$	$	$ 50.00	$ 1,500.00
Browns Mill Recreation/Community Center	$ 500.00	$ 1,650.00	$ 625.00	$ 33.33	$ 875.00	$ 50.00	$ 3,733.33
Browns Mill Aquatic Center	$ 400.00	$ 1,050.00	$	$	$		$ 1,450.00
Southeast Athletic Complex	$ 400.00	$ 1,050.00	$	$	$		$ 1,450.00
Sam's Building (cleaned upon request)* Hourly rate shown		$ 17.00	$	$	$		$ 17.00
Stonecrest City Hall *(COVID cleaning and disinfection only)*						$ 150.00	$ 150.00
Total Cost	$ 1,700.00	$ 4,817.00	$ 625.00	$ 33.33	$ 875.00	$ 250.00	$ 8,300.33
Additional Services ***(See section 5.0 of proposal)***							
Emegencies (hourly rate)	$ 17.00						
Afterhours (hourly rate)	$ 17.00						
Special Events (hourly rate)	$ 17.00						
Company Name:	American Facility Services, Inc.						
Company Authorized Official: (print name)	Harold Angel						
Authorized Official Signature:	*Harold Angel*						

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 Date
(Contractor Signature)

_____
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.GA. § 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 Date
(Contractor Name)

_____
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).

Janitorial Services Bid Summary			
Offerors	**American Facility Services**	**Jacobs Enterprises**	**Touch Point**
Evaluation Summary			
Qualifications and Experience (250 Points)	243	246	225
Methodology (350 Points)	311	338	343
Total Technical Points (600 Points)	554	584	568
Cost (100 Points)	100	24	23
Total Technical and Cost Points	**654**	**608**	**591**
Total Annual Cost	**$ 99,600**	**$ 409,800**	**$ 434,127**

American Facility SERVICES

Janitorial Services Proposal
RFP 2021-026
City of Stonecrest

GOVERNMENT | ATHLETICS | EDUCATION | COMMERCIAL | IND./MFG. | HEALTHCARE



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1. QUALIFICATIONS AND EXPERIENCE

American Facility Services, Inc. (AFS) is pleased to submit for your review and consideration our qualifications to perform the custodial service contract for the City of Stonecrest. We have reviewed the entire solicitation and examined the requirements closely, and feel that our ability to perform the required services is directly tied to our organization's experience and capabilities in the janitorial business.

American Facility Services Company, Inc. (AFS), 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004, is a widely respected commercial janitorial firm. Established May 15, 1991, as a Georgia Corporation, we began providing janitorial and custodial services for private organizations and governmental agencies under the name of Atlanta Building Maintenance Company, Inc. In December, 2007, the name was changed to better reflect our nationwide presence. We have a long, successful history of performing work in the Southeast and are in good standing with federal, state, and municipal jurisdictions.

American Facility Services currently conducts business in nine southeastern states and has approximately 1,000 permanent employees, over 500 contracts in place, and services over 60 million square feet. Over the past five years, we have maintained a similar customer base. Our range of customers is wide, from small offices to large contracts with multiple facilities requiring specific considerations and the majority of our customers renew their contracts with us.

AFS currently has numerous contracts with many public agencies, some of which are provided as references. We work for the cities of Atlanta, Dallas, Fort Worth, and Columbia (SC), as well as numerous county governments and school districts. These city and county government projects include a variety of building types and specifications. AFS is fully capable of providing the services needed to meet the needs of the user, the contract specifications and meeting those needs in a cost-effective manner.

For this project, our primary objectives will be to ensure that all services are performed on schedule and to your complete satisfaction. The scope of work and requirements of this RFP are very much within our abilities to accomplish and we take no exceptions to the terms and conditions.

STABILITY

AFS has many relationships that have been in place for over 10 years, as with Synovus Banks, Atlanta Public Schools, United Parcel Service, and the Texas Facilities Commission. Our experience in handling many requirements allows us to adapt to any necessary changes in service, enabling us to maintain superior levels of quality and satisfaction in order to keep our relationships with our clients.

The stability of American Facility Services is also demonstrated by our low turnover rate, which for the past two years has been less than 10%. Of that number, an average of 2% to 3% will return to work for us. We provide benefits for our full-time employees and promote from within. Our training methods are proven and result in employees who are confident and skilled. We provide the best equipment and supplies available, so that our employees can also work

efficiently. Management is readily available for employees who have any issues to resolve. We pride ourselves on the family atmosphere of our company, where many employees have been part of our organization since it was founded in 1991.

Due to our established relationships with national manufacturers, we have quick access to the latest and most innovative brand name equipment, tools, superb cleaning products and supplies. With the client's permission, we occasionally test new products, ideas and materials. This enables us to stay on the cutting edge of the industry.

We never substitute private-label products. We use only top name brand chemicals and cleaning solutions that meet strict safety requirements and pass rigid quality control standards. All SDS Sheets will be posted in the janitorial office for quick reference. We also use industrial grade, top of the line equipment that assures consistent, high-quality results. We operate on a daily basis in many different environments – and with different, sometimes complex cleaning needs that demand quality products. No matter what the challenge, we can meet it with our technical abilities and superior service. Our top priority is providing a healthy and safe working environment for your employees and customers.

QUALITY

American Facility Services is committed to controlling quality at every level of functional and administrative activity, across the project lines. As a result, our commitment to providing our clients with superior service, AFS has recently implemented a state-of-the-art, web-based Quality Assurance program to facilitate our inspection, reporting, and corrective action procedures. With our detailed, standardized, app-based system, we are able to inspect, document deficiencies, assign corrective actions, and document resolution of issues with real-time reporting capabilities. All QC reports can be viewed immediately by our management and clients.

Our Quality Control Plan for the referenced solicitation will be further tailored to promote and maintain superior contract performance. It combines traditional, inspection-oriented processes with progressive, education and training-oriented protocols to form a Total Quality Management package that will meet or exceed all contract requirements. American Facility Services welcomes comments from our clients via e-mail, phone, verbal (which is immediately written down by our employees) and any other avenue of communication available.

Our quality control plan is designed to ensure that on a regular and routine basis, all services are performed:

- On schedule and to the complete satisfaction of our client
- In a manner that continually improves the quality and timeliness of services.

Further, all services will be inspected by the Contract Manager, on an unscheduled basis, and by the Supervisor, on a more intense level.

AFS is assisting many of our clients with their goals to move towards more environmentally conscious cleaning efforts. We have moved to a standard of utilizing 'green seal' approved cleaning products and environmentally friendly paper and plastic products. Our cleaning

equipment meets the sustainable cleaning criteria standards wherever possible and available. Furthermore, our managers are CIMS certified to provide our customers with an added level of assurance in our competence.

FINANCIAL QUALIFICATIONS

Our financial strength is demonstrated by our annual sales volume, which exceeds $50,000,000. We have grown at an annual rate of approximately 10% over the past five years and anticipate the same growth for the future by maintaining, monitoring and improving upon the quality of our services. Additionally, we have a $20M bonding capacity with insurance coverage that exceeds industry standards. We are registered with Dunn & Bradstreet, under DUNS Number 78-451-9977. The Bank of North Georgia has been primary banking institution since 1991 and will provide a reference letter upon request.

AFS owns our office building and warehouse at our corporate headquarters and have been at this location for over twelve years. AFS has the financial resources to ensure that we are able to provide the necessary equipment, chemicals, cleaning supplies and personnel to maintain this contract for custodial services, and will be ready to proceed upon receipt of a notice to proceed. Also, AFS has the financial means to ensure our employees and any sub-contractors are paid on time each pay period.

Background checks on all new employees are performed using S2Verify. Their service checks national criminal records, driving records, SSN/address verifications, credit histories, national civil records, federal district court records, education verification, workers' compensation histories, personal/ business references, and previous employment history. As an additional layer of security to our clientele, AFS maintains a Fidelity Bond on all employees.

REFERENCES

The following are examples of our recent experience providing contract services to government agencies. These references are provided for your use to contact to validate our ability to provide long-term, outstanding janitorial service. **COVID-19 cleaning and disinfecting was done at all of these locations.**

City of Atlanta
55 Trinity Avenue, SW
Atlanta, GA 30303
Contact: Maurice Calhoun, Facilities Maintenance Supervisor
Phone: 404-330-6531
Email: mfcalhoun@atlantaga.gov

Contract began October 2013 with a recent award to November, 2024. AFS provides janitorial services for 120 locations for a total of over 2.5 million SF.

City of Roswell
38 Hill Street
Roswell, GA 30076
Contact: Chris Inness, Building Operations Coordinator
Phone: 770-594-6053
Email: Cinness@roswellgov.com

AFS provides complete janitorial services for 6 buildings totaling roughly 200,000 SF. Contract began in October, 2019.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Contact: Joey Shirley, Supervisor, Department of Public Works
Phone: 678-297-6236
E-Mail: jshirley@alpharetta.ga.us

AFS provides janitorial services to 11 various city facilities, 85,000 SF. Services began July, 2012.

City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
Contact: Dave Wells, FMP, Director of Facilities
Email: dwells@sandyspringsga.gov
Phone: 770-206-2558

Since January, 2019, AFS has been providing complete janitorial and day porter services for the City Hall, Parks and Rec facilities, and five other City buildings.

EQUIPMENT AND CHEMICALS

AFS proposes to use the following equipment on this contract.

Manufacturer	Proposed Quantity	Description	Model Number
ProTeam	As needed	Back Pack Vacuums	106577
Sanitaire	As needed	Vacuums	SC9180
Tennant	As needed	High-Speed Burnishers with Dust Control	9007349
Nobles	As needed	Slow Speed Buffers, 20", 1.5 HP Motor	9007336
Nobles	As needed	Walk Behind Carpet Extractors	9007486
Rubbermaid	As needed	Trash Tilt Carts	1011
BETCO	As needed	Walk Behind Scrubber-20"	E8302500
BETCO/Genie	As needed	Walk Behind Scrubber-14”	6285408
Nobles	As needed	Wet/Dry Vacs	9007469
Kaivac	As needed	Kaivac Restroom Machine	1250
BETCO	As needed	Fast Draw chemical dispensers	9104 3-00
Gator	As needed	Trash Barrels-Brute 44 Gallon	7744-3
Rubbermaid	As needed	Brooms	various
Rubbermaid	As needed	Lobby Dust Pan	2531
Willen	As needed	Mop Handle and Heads with Buckets	A70312 & A414132
O'Dell	As needed	24" Dust Mops	CL245
Rubbermaid	As needed	Wet Floor and Restroom Closed Signs	various
Golden Star	As needed	Micro-Fiber Cloths	various
Impact	As needed	Spray Bottles and Triggers	various
Rubbermaid	As needed	Toilet Brushes, Wool Dusters	various
Echofiber	As needed	Micro Fiber Mops	various

This list contains our standard equipment that is normally used to perform our janitorial services. Equipment required by the solicitation or contract that is not listed here can be provided. All equipment will be new or in like-new condition at the start of the contract. Any equipment that is used with have been cleaned and tested prior to use on this contract. AFS has a $1.3M total inventory of equipment and an excellent long-term relationship with our supplier, XPEDX, so that we can receive additional equipment and repairs without delay.

CHEMICALS and SUPPLIES

This represents the standard list of chemicals / cleaning products normally provided.

Manufacturer	Name	Description	Product Number
Betco	Fiber Pro Spot Bet	Heavy Duty Carpet Spot Removal	425
Betco	Hard as Nails	Wax	659
Betco	Bonbet	Carpet Shampoo	408
Betco	Ax-It Plus	Stripper	154
Betco	AF315	AF315 Disinfectant Cleaner	31547-00
Betco	pH7	Neutral Daily Floor Cleaner	138
Betco	Clear Image	Glass Cleaner	092
Betco	Best Scent	Odor Counteractant	23147-00
Claire	Graffiti Remover	Graffiti Remover	CL870
Reliable	Lotion Hand Soap	Liquid Hand Soap	
Betco	PH7q Dual	Germicidal Disinfectant Cleaner	
Betco	AF79	Liquid Toilet Bowl Cleaner	
Strauble	3.358" X 1000'	Toilet Tissue	
Kimberly Clark	Surpass Hard Roll	Hand Paper Towel	

Posting of SDS Sheets will be done at job site as required.

SDS Sheets for the COVID disinfecting product PH7q Dual are included at the end of this proposal.

2. METHODOLOGY / OPERATIONS

In order to facilitate a seamless transition from the former janitorial service provider to AFS, we will utilize the following Management Transition Plan, which helps to ensure all aspects of the contract requirements are being managed efficiently and effectively from the beginning of the contract term. AFS also utilizes a detailed Schedule of Tasks and comprehensive Quality Control Plan to ensure all work is completed on time and to the highest standards.

American Facility Services will provide an orientation session for all current and new service workers and supervisors to introduce them to our company and excite them about joining the American Facility Services team. Following this orientation session, and within the first two weeks after the contract start date, all employees will be given cleaning procedure classes, safety training and hazardous waste training. The Contract Manager will prepare the cleaning schedules for tasks outside the daily requirements. Log forms and inspection forms will be reviewed with the supervisors and cleaning crew and implemented for use.

All employees will have a job designation and work description will encompass all tasks within the scope of work. Every cleaner will understand the scope of work and will understand their daily duties will change in order to fully and completely clean the building. This will also include project and weekly work. Any absenteeism or time off will be covered by our floater staff. Our Floor Techs as well as our staff will have like-new or brand-new equipment to start the contract. The floor staff will have working knowledge of all facilities and also have a complete understanding of the scope of work. All floor burnishing, restroom scrubbing and any carpet cleaning will proactively be scheduled so the Contract Manager as well as each site representative will know when that work has been scheduled.

IMPLEMENTATION PLAN

Week 1 following Notice of Award: (Days 1-5)

- Review contract documents
- Request insurance certificates
- Project Principal meets with Contracting Officer and supporting staff
- Perform site surveys with management, staff and customer to provide overall planning and coordination for the implementation
- Obtain recommendations for hiring existing custodial personnel
- Begin personnel selection for additional staffing needs
- Assessment of office space and janitorial closets provided by client
- Administrative staff is available to provide all needed technical assistance, payroll, Human Resources, purchasing and contract administration

Week 2: (Days 8-12)

- Begin processing employment applications
- Identify remaining personnel needs and start recruiting and processing
- Review equipment and supply needs
- Submit detailed list of equipment and chemicals for approval
- Review uniforms needs and requirements and proceed with procurement
- Procure communication devices, equipment and chemicals not currently on hand

Week 3: (Days 15-19)

- Run background checks and E-Verify reports
- Finalize employee hiring
- Establish and confirm delivery dates & location for delivery of equipment & chemicals
- Detail the back-up plan, contingency plans, inspection reports
- Establish janitorial tasks schedules for each building
- Review security and key control requirements
- Training for new crew members and supervisors by management and suppliers
- Confirm equipment & supply delivery
- Supply MSDS sheets in binder of all approved chemicals and ensure all manuals applicable to the effort are available when needed.
- Ensure that all prerequisites have been fulfilled before the implementation date

Week 4: (Days 22-26)

- Re-inspect facilities with management & supervisor
- Pre- service conference with client's management and AFS management
- Review billing and invoicing requirements
- Begin services
- Training, supervision and daily inspections to ensure compliance with task list
- Ensure staff is working as a team and supervisors are supported to provide the necessary leadership

Week 5: (Days 29-33)

- Re-inspect facilities with management & supervisor
- Meetings with client's management and AFS to go over any issues
- Management will continue training sessions and task inspections to ensure compliance
- Management and supervisors ensure equipment is performing as required
- Management and supervisors ensure compliance with proper chemicals use

Week 6: (Days 36-40)

- Re-inspect facilities with management & supervisor
- Communicate with client's management to ensure all service goals are met
- Monitor staff levels and compliance with duties, tasks and techniques
- Ensure logs and checklists are adequate and serve the staff as designed
- Provide additional training to staff that are out of compliance and make changes if necessary

Weeks 7 and 8: (Days 43-54)

- Project Principal inspections continue on a random basis
- Monitor staff levels and compliance with duties, tasks and techniques
- Ensure logs and checklists are adequate and serve the staff as designed
- Provide additional training to staff that are out of compliance and make changes if necessary
- Project Manager verifies that client is satisfied with services

STAFFING PLAN

Immediately upon notification of contract award, AFS will fill all positions required. AFS will make every effort to retain the current staff, as long as they continue to meet our qualifications. All personnel must have at least two years' experience in the janitorial field; be able to communicate in writing and orally in English language; be a U.S. Citizen or possess an Alien registration receipt card form 1051 and be legally able to work in the United States. E-verify confirmation of the documentation presented by an applicant is performed, as well as personal and previous employment reference checks. After all the above is verified to our satisfaction, all new hires undergo a criminal background check including fingerprinting. Any additional checks required by our clients will be conducted with results available if required.

The Site Supervisors (Leads) will have working knowledge of the facilities and work closely with your facilities management team. The Site Supervisors will have at least three years of experience in the janitorial industry. Through our extensive Quality Control Plan, we can assure our clients that their facilities are going to be cleaned to the highest standards. AFS requires all of its Site Supervisors to provide inspection reports to the Project Manager. These inspections can be forwarded to the Facilities Manager as well for review.

The SS will be on call 24/7 and will carry a smart phone in order to receive calls and e-mails. The SS will give guidance, instruction, and training to the supervisors, general cleaners, and oversee the completion of the work assignments in a quality and timely manner. The SS will monitor the efforts of the crew throughout the day and provide assistance where needed. As areas are completed it will be the Site Supervisors' main task to check the work and bring deficiencies to the crews' attention for immediate corrective action.

The General Cleaners will perform all general facility and restroom cleaning functions using cleaning industry best methods during the process. AFS will hire cleaners with at least two years' experience from the local employment pool to supplement our crews. All employees will have a job description with daily as well as periodic tasks. All periodic tasks will complement those tasks on the scope of work to ensure completion. All periodic floor and carpet tasks will be scheduled, completed and inspected by the SS.

Our complete staffing plan can be found on the following page.

BACKUP PERSONNEL

AFS will create a project specific file of local backup personnel (referred to as "floaters"). These additional resources will be maintained in our management office and will allow us to swiftly respond to personnel requirements. Qualifications of floaters will be at least equal to those requirements outlined above. All floaters will go through our intense hiring and training procedures.

American Facility SERVICES

PROPOSED STAFFING PLAN

	Number of Cleaners	Hours per Day (ea.)
Browns Mill Athletic Complex	1	2
Browns Mill Rec. Ctr.	1	2
Browns Mill Aquatic Center	1	2
Southeast Athletic Complex	1	2
Sam's Building		
Stonecrest City Hall	1	2

AFS will also have a manger that will oversee the account on a weekly basis.

Please note that our first priority is the cleanliness of your facility. Staffing levels may be adjusted to assure adherence to quality standards.

QUALIFICATIONS OF KEY PERSONNEL

Harold Angel (Director of Operations) and Oscar Pavon (Contract Manager) will be fully responsible for overseeing all aspects of the contract. Harold and Oscar have over 50 combined years of industry knowledge. Their current work experience enables them to have a clear understanding of the scope of work and the means by which to deliver optimal, proactive service. Their resumes can be found on the following pages.

AFS believes having highly competent managers is the key to providing superior service. These individuals will provide the management that American Facility Services feels is vital to successfully fulfilling a contract requiring sound hiring practices, training methods, proactive periodical work and most of all, customer follow-up. We will have methods in place that will tell you what we will do and when we will do it. We will follow that up with inspections processes that will tell you what we find and if corrections are needed, when and how we will do it.

STAFF RESUME

Oscar Pavon
Contract Manager

SUMMARY

- Over 15 successful years of operations management in the janitorial industry.
- Strong history of consistent and significant contributions to company goals for business retention, growth and profitability.
- Outstanding customer relations skills that have enabled continued advancements and promotions within the industry.

CORE COMPETENCIES

- Cost Reduction & Avoidance
- Operations Management
- Staff Training & Development
- Multi-Site Programs
- Client Relations & Negotiations
- Quality Assurance
- Budget & Financial Management
- Performance Management
- HR Functions/Issues

EXPERIENCE

American Facility Services, Inc., Alpharetta, GA
Contract Manager, 2000 – Current

- In charge of daily operations, customer service for assigned accounts and direct development and implementation of projects, working with cross-functional team at headquarters, our suppliers and employees.
- Present detailed project summaries to senior-level management and conducted post-implementation analyses to determine areas for project improvement.
- Responsible for generating sales and business development.

Honda, Alpharetta, GA
Order Processing, 1997-2000

- Performed regular standard tasks of sales order processing functions ensuring receipt of an accurate and complete order. Handled, modernize and systematized relevant data in sales order processing using database applications.

STAFF RESUME

Harold Angel
Vice-President

SUMMARY

- Over 25 successful years of operations and human resource management in the janitorial industry.
- Strong history of consistent and significant contributions to company goals for business retention, growth and profitability.
- Experienced in driving product, process, and customer service improvements while building partnerships with key business decision makers.
- Expert in estimating, developing and managing large scale accounts.

EXPERIENCE

American Facility Services, Inc., Alpharetta, GA
Vice-President, 1993 – Current

- Shares in the overall responsibility for sales, operations, customer service for all accounts.
- Manages all staff, including project managers, accounting, marketing and sales force.
- Proficient at estimating project costs to provide maximum value.
- Assures ongoing revenue stream and profitability.

Harry's Farmers Market, Alpharetta, GA
Custodial Manager, 1993

- Responsible for all custodial operations.
- Managed all personnel and subcontractors.

Krispy Kreme Doughnut Company, Winston-Salem, NC
Operations Manager, 1986 - 1993

- Responsible for operations at eight metro Atlanta stores in their entirety.
- Managed all personnel, purchasing, and sales.

EDUCATION

Lake High School, Illinois

CERTIFICATIONS

CIMS Certification

TRAINING

Over the years, American Facility Services, Inc. (AFS) has developed proven and standardized training methods to let employees know exactly what is expected at each job and within each task. We have found that when shortcomings occur, inadequate training is usually the cause. That's why training plays such an important role in our contract management system. We take considerable pride in ensuring that only a properly trained cleaning staff is involved in the maintenance of your property.

In new contract jobs where our client's existing service workers are retained, AFS will provide an orientation session to introduce them to our company and excite them about joining the AFS team.

Orientation: A new employee is welcomed to the company through our orientation program. We recognize that the first two weeks on the job create a powerful and lasting impression, and orientation training is designed to teach basic cleaning techniques and to show new workers the meaning of teamwork.

In addition to hands-on training, all employees are required to pass the following courses given online by Betco University. We have found that their training program incorporates all of the most important features necessary to ensure that the proper techniques are taught which results in superior cleaning. Each employee is also given a set of written rules and specific information on their job assignments.

Required Training

- Basic Cleaning Techniques
- Restroom Sanitation
- Dilution Control
- Tools and Equipment
- HAZCOM
- OSHA Blood Borne Pathogens
- Worker Safety
- Disinfection Basics
- Infection Control Basics

Additionally, we will train the employees on site-specific tasks, such as securing the facility at night and proper use of any security systems. At the beginning of each six-month period, AFS's management team will perform additional assessments of the work being performed to determine if additional training is needed.

Advanced Techniques: Following our initial training efforts, AFS will incorporate additional training techniques into our daily working environment. These will include:

- **Simulation Training:** Under this program, AFS duplicates exactly the cleaning situation – either on an actual job site or in a simulation room. Such simulations are conducted at times other than specified cleaning hours.

- **Classroom Training**: Conducted by a Contract Manager, shift manager, supervisor, or corporate officer, AFS training classes include slide presentations, videotapes, and other professional training aids. Special presentations are tailored to demonstrate special needs – such as clean room environments, medical areas, and electronic manufacturing plants.

- **Job Rotation:** To ensure that service workers develop a broader array of skills than those required merely to execute their assigned tasks, AFS has created a series of planned job rotations. Under this program, employees will become proficient in many areas, making AFS's overall service more flexible to the special or changing needs of clients and more valuable, too.

- **On-The-Job Coaching:** This is a form of continuing apprenticeship for workers who have already achieved all the basic skills necessary to fulfill their job assignments. Such coaching constitutes continuing education designed to raise skills above the basic levels and to improve worker productivity.

Additional Training Topics

Powered Equipment
Resilient Floor Care
Slip and Fall Prevention
Carpet Care
Patient Room Disinfection
Educational Facility Disinfection
Wood Floor Care
Basic Chemistry Knowledge
Sustainable Cleaning
ISSA CIMS Certification



American Facility Services
Proper Cleaning Methods

The standard operating procedures within this chap-ter have been approved by AFS Management. Following approved cleaning procedures is a critical component of infectious control within our facilities. **We clean for health first, then appearance**.

Proper Cleaning

Proper cleaning techniques can greatly reduce the risk of cross-contamination and the spreading of germs and bacteria. Follow these basic guidelines at all times:

- Wash hands thoroughly and always wear appropriate personal protective equipment, which AFS provides for you.
- Scrubbing is the best way to remove dirt, debris, and microorganisms.
- Cleaning is required before any disinfection process because dirt, waste, and other materials can lessen the efficacy of disinfectant/germicidal cleaner.
- Clean from the cleanest to the dirtiest areas.
- Clean from the highest to the lowest areas.
- Clean from the back or the farthest point from the door to the front of the room.
- Both daily and project cleaning is needed to maintain an acceptable standard of cleanliness.
- Do not leave your assigned area before the cleaning is complete unless gloves are removed and hands are washed first.
- Use chemical dispensing stations to the greatest extent possible. The manufacturer's mixing (dilution) instructions must be followed when using any chemical.
- Never store diluted products on the shelf for longer than the manufacturer's instructions.
- Never mix a chemical with other chemicals.
- Follow the manufacturer's instructions for the contact time for disinfectants/germicidal cleaner. (*Contact-time* is sometimes referred to as *kill-time*).
- Dry sweeping, mopping, and dusting should be done carefully to prevent dust, debris, and microorganisms from getting into the air and landing on clean surfaces.
- Buckets that contain cleaning solutions or rinse water should be changed every three rooms, or before the bottom of the bucket cannot be seen, and immediately after cleaning blood or other body fluids.

Cleaning efficacy is verified by our Quality Assurance Evaluation Program.

Project Cleaning

Even though we do a professional cleaning job daily, a school facility is like our home. It sometimes needs a little extra touch—not as much as we do during summer cleaning but a little more detail than we can possibly do each day. This is what we refer to as project cleaning. Project cleaning means checking an area (office, classroom, etc.) from ceiling to floor and performing the necessary cleaning tasks. The tasks usually consist of cleaning the lights, spot-cleaning walls and windows, washing or polishing furniture, and reconditioning the floor. Tile floors may need only spray-buffing to restore their shine. If the floor is carpeted, it may only need to have the spots removed or the high-traffic area cleaned.

By performing project cleaning in one room or area per night, each area on a custodian's regular schedule gets the extra touch it needs.

A written record shall be maintained of all project work completed and/or scheduled.

Daily Office Cleaning

Offices are one of those areas that create first impressions. They should be properly cleaned daily.

Equipment
- Microfiber duster
- Wiping cloths
- Plastic trash liners
- Furniture polish
- Dust mop
- Dustpan
- Broom
- All-purpose detergent
- Glass cleaner
- Sponge
- Vacuum
- Putty knife
- Wet mop
- Bucket and wringer
- Nonlatex disposable gloves/Personal protective equipment

Glass and Windows
Doors and partition glass in the office area should be spot-cleaned or cleaned several times a day.

Dust windowsills, and clean all glass.

Restrooms
If there are restrooms in the office area, refer to restroom cleaning procedures.

High-Dusting
Use the microfiber duster with extension to dust ceiling vents, lights, wall hangings, and any other articles that are too high for the low duster.

Low-Dusting
Use the microfiber duster for wall vents, baseboards, chair rails, bookcases, etc.

Furniture
Dust top and sides of desks, being careful not to disturb paperwork that is left on the desktops. Lift such articles as telephones, staplers, and picture frames, and dust underneath them.

Use furniture polish to remove fingerprints if necessary. Most Formica on desktops will streak if furniture polish is used. If streaking occurs, try a microfiber cloth; this usually works better.

Dust all file cabinets and bookcases, and polish as necessary.

It is helpful to notify office staff members ahead of time for scheduled project work. By doing this, it may be possible for staff members to clear the top of their desks, file cabinets, and areas more than usual for a more complete cleaning.

Trash Receptacles
Wash the inside and the outside of trash receptacles. Replace plastic liners.

Electronic Equipment
Dust all electronic equipment. **Be careful not to unplug** or change any settings on any equipment. Clean all glass with glass cleaner.

Floor
If the floor is carpeted, vacuum thoroughly, removing spots if necessary. Move all chairs, and vacuum underneath.

If the floor is resilient tile, dust-mop, spot-mop, and spray-buff if needed.

Walls
Check walls and doors for spots.

Office Project Cleaning

Offices should also be project-cleaned frequently in order to keep them looking their best.

Remember, regular project work makes summer cleaning much easier.

Equipment
- Microfiber duster
- Sponge
- Wiping cloths
- Vacuum
- Plastic liners
- Furniture polish
- Dust mop
- Dustpan
- All-purpose detergent
- Glass cleaner
- Putty knife or razor-blade scraper
- GFCI (ground fault circuit interrupter)
- Carpet shampoo
- Carpet bonnet or carpet extractor
- Mop bucket and wringer
- Plastic pail
- Red or blue floor pad
- Spray-buff solution
- Floor finish
- Floor machine
- Wet mop
- Nonlatex disposable gloves/Personal protective equipment

High- and Low-Dusting
Perform high- and low-dusting as described in the daily cleaning brochures.

Windows and Walls
Wash windows and spot-clean walls.

Furniture
Polish all furniture tops and sides.

Floor
Spot-clean and shampoo carpet as described in "Carpet Cleaning Procedures."

Perform the necessary procedures for resilient tile flooring as described in the floor-care procedures—spray-buff, light-scrub, and refinish, or strip and refinish.

Classroom/Office Cleaning

Classrooms are probably the easiest areas to be cleaned if kept in good condition. In order to keep these areas up to par at all times, follow a proper daily cleaning schedule and project-clean at regular intervals. The amount of daily cleaning performed will play a large part in determining your project-cleaning requirements. Remember, what you miss tonight will usually double by tomorrow night and take twice as long to clean.

First, assemble all your supplies and equipment and make sure everything is in good working order.

Equipment

- Cleaning cart
- Mop tank and wringer
- Wet mop
- Plastic pail
- Glass cleaner
- Putty knife
- Scrub sponge
- Wipes
- Microfiber duster
- Dust mop
- Corn broom
- Trash can liners
- All-purpose detergent
- Vacuum, if required
- Nonlatex disposable gloves/Personal protective equipment

When all equipment has been assembled and cart has been stocked, move to designated area. Place cart outside the classroom next to the wall. Equipment left in the corridor should always be placed flush with the wall.

Trash
First, empty pencil sharpener and trash.

High-Dusting
Next, perform high-dusting: tops of whiteboards, maps, light fixtures, top of TV, and any other areas that cannot be reached with the duster with[out] extension.

Remember, if some high-dusting is performed each day, project work will be a lot easier.

Low-Dusting
Low-dust such items as bookcases, window ledges (adjust shades to the top of lowest window pane at this time, and check window locks), and teacher's desk (do not disturb any paperwork), and remember to dust vertical surfaces as well as horizontal surfaces of furniture and fixtures.

Desk
Next, wash desktops using all-purpose detergent or germicidal detergent solution. Use a scrub sponge since the abrasive side will help remove marks and other debris.

All dirty desktops should be washed daily. This will make project time easier, and desktops will stay in good condition daily. If only one night a week is designated to washing desktops, it is a very time-consuming task and the desks are unsightly for students who use them daily.

There are times—such as cold and flu season—when it is advisable to use disinfectant cleaner dispensed by spray bottle to avoid cross-contamination when wiping desktops, doorknobs, etc.

Carpeted Floors
Pick up all debris that is too large for the vacuum. Remove any spots on the carpet by spraying with a shampoo solution from a spray bottle. Let solution soak into spot for two to five minutes, and then attempt to remove by blotting with a damp cloth. Always blot from outside of the spot toward the center to prevent spreading. If spot remains, repeat procedure.

Don't attempt to remove ink spots since this requires the attention of a trained carpet specialist. Certain ink spots will spread very rapidly when you attempt to remove them. Submit a work order for the Carpet Cleaning and Repair.

Once spots have been removed, vacuum the carpet, moving desks and other furniture if necessary. Make sure all desks in the classroom are left in the same order in which you found them.

Tile Floors
Dust-mop all resilient floors, using putty knife to remove gum, etc. As you dust, tilt desk with one hand while pulling the dust mop underneath the desk with your other hand. Proceed by pushing the mop back through the aisle between desks, and repeat same procedure with the next row of desks.

Be sure to keep the same side of the dust mop in the forward position at all times with microfiber mop strands out in front to trap the dust. Try not to lift the mop unless it is necessary to remove collected dust. Sweep trash outside the classroom door for pickup. (Dust mops should be brushed or vacuumed and taken outside daily for a good brushing. A dust mop can be used repeatedly and can be very effective if vacuumed and brushed daily.)

The floor should be spot-mopped or damp-mopped where necessary. It is most important to spot-mop floors daily in order to keep them in good condition and looking good. Floors that are not spot-mopped daily will not hold up because the spots get tracked onto the rest of the floor and the surface soil cuts the finish. This very quickly results in a very dull and unsightly floor. When this happens, it will take a lot of time and work to put it into shape again.

Restrooms
If there are restrooms inside the classroom, paper supplies, hand soap, etc., will have to be replenished. Check "Restroom Procedures" for proper cleaning and disinfecting instructions.

Walls and Glass
The last cleaning procedure now is to spot-clean walls and clean the door glass. Spot-clean the wall around light switch, pencil sharpener, and other areas as necessary. Remember that the door glass has two sides, and remember to spot-clean the door while you are cleaning the glass.

Remove all cleaning equipment from the room, and take a last good look around to make sure nothing has been forgotten. Turn out the light, and close and lock the door.

A professionally cleaned classroom is a welcom and pleasant sight for students and teachers in the mornings.

Classroom Project Cleaning

In addition to daily cleaning, it is necessary to project-clean classrooms. A regular schedule should be followed for project cleaning classrooms. For instance, if a custodian is responsible for 20 classrooms on a run and project-cleans 1 each night, then every 20 days, each classroom gets a thorough cleaning. This is necessary because of the constant use and wear and tear on the floors. Although the floors are dust-mopped and damp-mopped daily, after a while they need to be spray-buffed or lightly scrubbed and refinished in order to remove scuffs and black marks and to restore the floors to their original shine. Neglected classroom floors can become very unsightly in a very short time. With a good spray-buff program and daily spot-mopping, floors can look great every day. It will not take long for the unkempt floor to need a major stripping, which involves a lot of hard work and is very time-consuming.

The first thing to do is assemble all equipment and supplies necessary for the job.

Equipment
- Microfiber duster with extension
- Scrub sponge
- Microfiber cloth
- Putty knife
- Plastic pail
- Microfiber dust mop
- Wet mop
- Trash-can liners
- Doodlebug with scrub pad
- Mop tank and wringer
- Floor machine
- Spray-buff solution
- Corn broom/Dustpan
- Furniture polish
- All-purpose detergent
- Glass cleaner
- Nonlatex disposable gloves/Personal protective equipment
- GFCI

If floor is carpeted, you will need a carpet bonnet or carpet extractor. Follow carpet-cleaning procedures.

Trash
First, empty pencil sharpener and remove trash.

High-Dusting
Using the duster with extension, dust overhead lights, vents, all ledges, and any overhead objects.

This is a good time to check windows, shades, and other articles in the room to make sure everything is in good working order. If anything needs to be repaired and preventive maintenance will not correct it, report to the night lead or plant operator.

Low-Dusting
Next, low-dust window ledges, bookcases, student desks, file cabinets, and teacher's desk. Be sure to check windows and adjust shades to the top of lowest pane.

Furniture
Clean teacher's desk and other furniture with furniture polish. Do not use furniture polish on Formica. A microfiber cloth will work better. Be careful not to disturb any paperwork.

If the whiteboard has no writing on it, you may wipe it with a dry wipe. Do not erase anything that has been left on the board.

Wash desktops and window ledges, and wipe the TV screen with microfiber cloth.

Walls and Glass
Spot-clean walls and doors; clean door glass and windows.

Restrooms
If the classroom has a restroom, refer to "Restroom Cleaning Procedures."

Tile Floor
The purpose of dust mopping is to remove dust, litter, and soil from floors or in preparation for wet-cleaning. Do not lift dust mop off of the floor when dust mopping. Dust-mop the floor using the corn broom to get into the corners, behind univents, or in other areas where the dust mop will not reach.

Experience will tell you whether the floor can be restored by spray-buffing or by light-scrubbing and refinishing. If it has been kept up to par, all that will be necessary is a damp-mopping and spray-buffing with a spray-buff solution.

Using all-purpose detergent in cold water, d
mop entire floor to remove surface soil and grit. When completing damp-mopping, change mopping solution after damp-mopping 1,000 square feet of floor space.

Mount the drive block and spray-buff pad on floor machine, mist a small amount of spray-buff solution on a small section to the side of the floor machine, and buff back and forth until the floor is dry and a luster is visible. After floor is buffed, dust-mop to remove dust and grit.

Use a GFCI when you are operating electrical equipment where water/liquid is present.

If scuffs and black marks cannot be removed by spray-buffing, it will be necessary to light-scrub (blue pad) and refinish.

Mix all-purpose detergent in cold water and wet mop floor, one section at a time. Mount blue scrub pad on the floor machine and scrub in one direction, overlapping each pass. Crisscross scrub in the same manner. Remember, you only want to remove scuffs and black marks. Pick up solution with wet vacuum, and mop with clean, cold rinse water. Pick this water up with the wet vacuum. Dip mop in rinse water, and damp-mop. When floor is dry, apply one coat of finish, staying at least 12 inches from the wall to prevent buildup.

When floor is dry, put all furniture back in place and clean and store all equipment. The job is complete.

Remember to take one last look around to make sure nothing has been forgotten.

Whiteboards

Daily cleaning consists only of dusting the top edge. Never erase anything from the board unless you are asked by a teacher or supervisor to clean it. Special cleaners are available for all types of boards, such as whiteboards, and for the few chalkboards still in use.

Whiteboard cleaner is an odorless liquid recommend for use on melamine or porcelain. This cleaner is nonflammable and safe for use in classrooms and offices.

Daily Restroom Cleaning

Restrooms are the number one source of complaints—keep them clean and stocked!

The old saying "An ounce of prevention is worth a pound of cure" certainly holds true with restroom cleaning. There are no shortcuts in cleaning a restroom. Plenty of water, germicidal disinfectant detergent, and proper daily cleaning are the only solution for clean and odor-free restrooms. Odors are caused by germs and bacteria that are breeding. Areas around pipes, underneath sinks, the outside of a toilet bowl or urinal, and the floor drain are favorite breeding places for germs and bacteria. **If you kill the germs and bacteria, you kill the odors.** Using deodorizing blocks in toilets and urinals for a repetitive fragrance is not recommended. Getting to the source of the odor is the best way to alleviate problems.

The first step, as in any cleaning job, is to assemble all equipment and supplies on your cart.

Equipment

- Germicidal disinfectant
- Scrub sponge
- Plunger
- Putty knife
- Mop tank and wringer
- Wet mop
- Doodlebug
- Duster
- Push broom and corn broom
- Wet floor sign
- Dustpan
- Paper supplies
- Hand soap
- Wiping cloths
- Commode brush or mop
- Trash can liners
- Plastic pail
- Gong brush
- Nonlatex disposable gloves/Personal protective equipment

Germicidal Disinfectant Detergent

Dilution of the germicidal disinfectant is controlled by the chemical dilution system. Remember, more is not better. Using too much will only cause problems, such as too many suds or streaking, and it may cause the floor to be sticky. Most important, it may be harmful to skin. **Since we never rinse germicidal disinfectant, it is vitally important that we do not add to the manufacturer's controlled dilution ratio.** Cold water should always be used with a germicide since hot water weakens its ability to kill germs.

Be sure to wear nonlatex disposable gloves/personal protective equipment.

High-Dusting

First, take the duster and corn broom, and remove dust from vents, sills, and ledges. From time to time, you will need the corn broom to remove toilet tissue from the ceiling.

Trash

Empty the trash, and replace the trash can liner.

Sweeping

Using the push broom, sweep the floor. Use the corn broom for corners and in areas that are too small for the push broom.

Paper Supplies

Replace towels, toilet tissue, and soap cartridges.

Mirrors

Using the scrub sponge and pail of germicidal disinfectant, wash the mirrors. Start in one corner, and work from right to left using circular cleaning motions. Dry the mirrors with a dry wiping cloth.

Sinks and Fixtures

Wipe the towel cabinets, the soap dispensers, and the wall around the sink. Dip the sponge into the solution several times (do not wring it out); scrub the sink bowl, around the faucets, and underneath the sink bowls. Be sure to clean the pipes and the wall around them.

Glass and chrome are the only items you dry. Allow the rest to air-dry. This will help kill the germs and bacteria.

Urinals

Using the scrub sponge and plenty of solution, clean the urinals inside and outside. Clean the pipes and wall around the urinal. Wipe the chrome dry.

Partitions

Clean the partitions with the sponge or Doodlebug and plenty of germicide. Start at the bottom, and wash upward to prevent streaking. Remember to clean the bottom and top of the partition.

Ventilation
Check daily to ensure the ventilation system within restrooms is working properly. Replace belts and submit appropriate work orders as needed.

Commodes
Take the plunger, and lower the water level in the toilet.

It may be necessary to use toilet-bowl cleaner at certain intervals but not daily. If bowl cleaner is used, hold bowl mop over the toilet bowl, pour the cleaner on the mop, and then clean the inside of the toilet bowl.

Using the scrub sponge and plenty of germicide, clean the pipes, the wall around the commode, and the outside of the toilet bowl and base. When all fixtures are cleaned, check the walls and partitions for graffiti and spots. Clean the top and bottom of the seat. Use the gong brush to clean the wall behind the commode and a little of the floor around the base of the commode.

Dry the chrome and the top of the toilet seat if the seat is to be used very soon.

Floors
The final step is wet-mopping the floor. Using the germicidal solution in the mop tank, saturate the floor. (Do not wring out the mop; simply lift it up, and let some of the excess solution run off.) Starting at the farthest corner from the door, lay the solution on the floor. Always work toward the door so you don't get boxed in and have to step over and contaminate freshly cleaned surfaces. Be careful not to splash the baseboards. Go back to the bucket as necessary for more solution. When the entire floor is covered, wring out the mop and pick up the excess solution.

This is wet-mopping. Never damp-mop a restroom floor. You need liberal solution on the floor long enough to kill the germs and bacteria and to leave the restroom odor-free.

Pour the remainder of the germicidal disinfectant solution down the floor drain, a favorite breeding place for bacteria and a source of odors. In addition, if liquid is not occasionally poured down the floor drain, the water in the drain trap will evapo lowing sewer gas to come back up the drain.

Be sure to wear gloves/personal protective equipment and to wash hands after cleaning each restroom. This will help prevent spreading germs from one restroom to another.
Clean and store your supplies and equipment.

A restroom properly cleaned every day will never have offensive odors. Remember, no shortcuts! Restroom cleaning is a top priority.

Restroom Project-Cleaning

With proper daily cleaning, we can be assured our restrooms will always have a pleasing smell and attractive appearance. From time to time, however, it will be necessary to project-clean the restrooms in order to give them an extra-thorough cleaning and to keep them odor-free.

Almost every area in a restroom is a breeding ground for bacteria, which causes unpleasant odors. In order to eliminate these odors, we must apply a germicidal detergent solution to all surfaces. How often will you need to project-clean a restroom? Let's say as needed. Your professional experience will tell you when project work needs to be done, or you can set it up on a regular schedule.

Equipment
- Germicidal detergent
- Scrub sponge
- Commode plunger
- Putty knife
- Mop tank and wringer
- Wet mop
- Duster
- Doodlebug
- Doodlebug pads
- Push broom
- Dustpan and brush
- Floor machine with brush block
- Scrub brush or stripping pad
- Wet vacuum
- Hand soap
- Paper supplies
- Wiping cloths
- Ladder or scaffold
- Wet floor sign
- Nonlatex disposable gloves/personal protective equipment
- GFCI

Getting Ready
Assemble all cleaning supplies on the cleaning cart, and take them to the restroom. Leave all supplies and equipment just outside the door and close to the wall.

Empty and clean the trash container, replace the liner, and place the container outside the restroom. Remove toilet tissue and paper towels from the holders and cabinets.

Dilution of the germicidal disinfectant is controlled by the chemical dilution system. More is not better; it will cause problems with sudsing and streaking, or it can be harmful to skin. **Be sure to wear nonlatex disposable gloves/personal protective equipment.**

High-Dusting
Using the duster with extension (and ladder, if needed), dust vents and clean the light fixtures. If the light fixtures need washing instead of just dry-dusting, **make sure to turn off the electricity and follow lock-out/tag-out procedures.**

Dust all ledges and windowsills.

It may be necessary to use the broom to remove toilet paper that sometimes gets stuck on the ceiling.

When high-dusting is finished, sweep the floor.

Walls
When washing a wall, always start at the bottom and wash up. The wet solution will cause the dry wall to streak as it runs down.

The germicidal solution can be applied directly to the wall with the Doodlebug. This method saves time and reduces the amount of water used for this procedure.

Scrub the wall with the Doodlebug and pad. Dip the Doodlebug into the mop bucket containing the cleaning solution, and wash the wall from the bottom to the top. Dip the Doodlebug again, and rinse from the top to the bottom. A gong brush works well to scrub around the baseboard.

Rinse the wall with the same solution, starting at the top and rinsing down.

If the restroom is not equipped with a water hose hookup, simply use a 44-quart mop bucket for wall-washing.

This method is very effective and does not require excessive equipment. It also is a much safer method for applying the germicide than spraying.

Partitions
Clean with a scrub sponge or Doodlebug, and rinse the same way the walls were done. Don't forget to clean the bottom and top of partitions.

Windows
Wash windows with solution, and dry them.

Fixtures
Clean all the fixtures, sinks, commodes, urinals, etc., and use the scrub sponge to clean the inside and outside. Clean the chrome on the fixtures, and don't forget to clean underneath the sinks.

Rinse the fixtures with the germicide, and allow them to air-dry. Use a wiping cloth to dry only the mirrors and chrome.

Restroom Floors
Ceramic and quarry tile floors can be project-cleaned with any of three types of machines: a conventional, low-speed floor machine; an automatic scrubber; or a cylindrical brush/rotary wash machine. No matter what type of equipment you use, a brush attachment—**not a pad**—should be used with restroom floors. Brush bristles reach below the tile level to the surface of the grout.

Use a GFCI (ground fault circuit interrupter) when you are operating electrical equipment where water/liquid is present.

In this procedure, one custodian applies the solution and operates the floor machine. The other custodian rinses the floor and changes the rinse water as necessary. If a ceramic or quarry tile floor has floor drains, you can rinse the floor with a hose, squeegee excess water to the drain, and mop dry.

1. Select the correct brush for the machine you are using and the floor surface. Too coarse a brush can damage tile grout.
2. Sweep and dust-mop the floor.
3. Remove gum and other sticky substances.
4. Set up a "Wet Floor" sign to warn of slippery conditions.
5. Apply solution with a mop to a 10' x 10' area or through machine operation. Avoid splashing the solution on walls or baseboards. With an automatic scrubber, wet-vacuum removal of the solution will take place on the same machine pass as the application and scrub-in of the cleaning solution.

6. Machine-scrub the solution (in straight lines in a slow, steady motion with the cylindrical brush machine; in the usual back-and-forth motion with a conventional floor machine; and in the usual straight path with an automatic scrubber). Overlap each just-scrubbed area. After you have finished scrubbing one area, back away toward the next area.
7. Wet-vacuum the surface to pick up remaining solution (may not be necessary with automatic scrubber).
8. Rinse twice. If you use a mop rinse, mop in the shape of a figure 8 or "S." Stroke in one direction for the first rinse, and then for the second rinse, mop at right angles to the direction of the first rinse.
9. Hand-clean all edges and corners.

Finish
When the floor is dry, replace soap cartridges, toilet tissue, and paper towels. Place the trash can in the proper place, and you should be finished.

Damp-Mopping and Wet-Mopping

Like dust-mopping, frequent damp-mopping and wet-mopping are key factors in floor care. In order to keep resilient tile floors clean and shiny, it is necessary to keep the surface dust and soil removed. If dust and dirt are allowed to remain on the floors, they act like tiny cutting particles, which destroy the finish, causing it to powder and walk off.

Damp-Mopping
Always use wet floor signs when mopping floors. Damp-mop daily or as often as possible in classrooms, corridors, and offices.

Use all-purpose detergent for mopping.

Don't use your damp mop for any other purpose, especially restrooms. Using a mop in more than one type of cleaning agent can cause a chemical reaction that can ruin your floor finish.

Mark your mop with "daily mopping" and "all-purpose detergent" so you won't get them confused.

Dilution of all-purpose cleaner is controlled by the chemical dilution system. Dip the mop into the solution until it is well-saturated, and wring it out as often as possible. Using a figure-8 motion, start at the farthest corner from the door and mop yourself back out of the door. (This keeps you from walking on the damp floor, which may leave ugly footprints on the floor.)

Dip the mop in the solution, and wring it out as often as possible. Change water when it gets dirty. Don't ever mop a floor with a dirty mop or dirty mop water—this would only defeat the purpose. When mopping, always "cut in" first ("cutting in" is mopping edges and corners, keeping mop parallel to the wall). Be sure to overlap each pass of the mop.

Wet-Mopping
Wet-mopping is a different procedure from damp-mopping. Wet-mopping allows you to soak off heavy soil and is normally done daily in the cafeteria.

Dip the mop into the tank until it is well saturated. Don't wring it out—hold it over the bucket, and let the excess solution run out. **Never flood the floor with water; it could damage a tile floor.**

Starting at the farthest corner from the door, using the figure-8 motion, lay the solution on the floor. Dip the mop back into the tank as necessary for more solution.

When you have wet-mopped a limited area, dip the mop back into the solution and wring it out to get it as dry as possible. Do not allow water to stand on tile floor for very long or to pool to any appreciable depth.

Pick up the solution, and rinse and wring the mop as needed.

This should loosen and lift the soil, leaving the floor clean and odor-free.

Stripping and Refinishing

Maintaining resilient tile floors can be one of the easiest cleaning tasks we perform if the floors are properly maintained **on a daily basis**. If, however, they are not maintained daily, keeping them up becomes one of the most time-consuming housekeeping tasks.

Proper care of your floors will allow you to go a long time without having to do the time-consuming tasks of stripping and refinishing.

When it is necessary to strip and refinish, **never** take shortcuts, no matter how tough, messy, and time-consuming the job may be. If the job is not done right, the finish will not last. It will mean that a lot of time and hard work will have been done in vain. It is impossible to cover up or mend a poorly stripped floor. It will just have to be redone.

Equipment
As in any task, the first thing to do is get all your equipment and supplies together and make sure everything is in good working order.

- Floor machine and pad holder (or walk-behind scrubber, if available)
- Five wet mops
- Stripping pads (red, or blue if your floor is asbestos) or stripping brushes
- Wet-pickup machine
- Four mop tanks
- Three wringers
- Dust mop
- GFCI
- Doodlebug and pad
- Dustpan
- Broom
- Putty knife/Razor blade scraper
- Pail
- Wiping cloths
- Stripper
- Floor finish
- Wet floor signs
- Nonlatex disposable gloves/Personal protective equipment

Preparation
Mark your mop handles so they are used in one particular solution and task. Label one for stripping, two for rinsing, one for damp-mopping, and one for applying the finish.

Move all of your equipment and supplies to the job site. Move as much furniture out of the area as possible to make the area easier in which to work.

After all the furniture and objects are moved, dust-mop the area thoroughly and pick up the dirt.

Use only approved dilution controlled dispenser for floor stripper.

Stuff towels or rags under doors to prevent stripping solution from running onto floors that connect to the one you are stripping.

Use a GFCI when you are operating electrical e ment where water/liquid is present.

Stripping Procedure
Place the mop in the stripping solution, lifting in and out. Do not wring the mop, but allow some solution to run back into the mop tank. Starting well away from the door wall, apply the solution to about a 10' x 10' area. Remember, use the minimum amount of solution that it takes to scrub this area. Too much water and stripping solution can cause damage. Generally, hot water is preferred, but cold water evaporates more slowly, allowing the solution to stay wetter longer. Never flood the floor with excessive stripping solution. After applying the solution to the 10' x 10' area, apply it carefully next to the base-boards. This will keep the mop from splattering the walls since it will not be so full of solution.

Place the stripping pad in the bucket, and saturate it with the solution. This will help it do a better job when you start scrubbing. Remember, never scrub an area larger than 10' x 10' since the solution should be scrubbed and picked up as rapidly as possible to avoid damage to floor tiles, and you must easily be able to "walk off" slippery area. Place the stripping pad on the floor, and center the floor machine on the pad. Begin scrubbing, moving the machine from side to side, overlapping each pass about half the width of the machine. After you have scrubbed the area in one direction, change direction and go over the area in a crisscross pattern. Scrub as close to the base-boards as possible, moving the machine from left to right to eliminate splattering. Keep the baseboards wiped free of stripper as you work.

Use the Doodlebug around the baseboards and other areas where the floor machine will not reach. Some handwork will have to be done in the corners. A putty knife will be needed for this. Do not quit strip-ping edges and corners of floors until it has the same appearance as the center floor tiles (no dark areas).

As soon as a portion of the floor has been thorough-ly scrubbed, immediately pick up the solution with a wet vacuum. If the area begins to dry out before you get the solution picked up, swirl the mop in the area to keep it wet.

When the stripping procedure is finished, you can begin stripping another 10' x 10' area while the first one is being rinsed.

After a stripped area has been vacuumed, check it carefully. If any finish remains, repeat the stripping procedures. Floors that have been poorly maintained for a long time may require several stripping operations to remove buildup of old finish.

Never use straight stripper to remove old finish. It will very likely damage the floor tile. It is much safer to repeat the stripping operation.

Remember: Strip only about a 10' x 10' area at a time when stripping with a standard side-by-side floor scrubber so that the solution does not stay on the tile any longer than necessary and you always have a dry walk-off area.

Walk-Behind Scrubbers
Basically, the same procedures are followed for stripping floors when a facility has a large industrial scrubber for use in lieu of a side-by-side floor scrubber. Naturally, larger areas can be completed in a shorter amount of time by using an industrial scrubber. Follow the same stripping procedures as outlined in this document in conjunction with the equipment manufacturer's instructions for usage.

Rinsing Procedure
After all the finish is removed, the floor must be rinsed well. This is done with two rinses and one damp-mopping. Use clean, clear water. Using a rinse mop, lay a thin solution on the floor, and immediately pick it up with the wet vacuum. Repeat this procedure.

Using the second rinse mop, damp-mop the entire floor, wringing out the mop each time. Be sure all the corners are clean, and rinse the baseboards while you are at it.

When the rinsing is complete, take a damp cloth or sponge and wipe any splashes off walls, woodwork, and baseboards.

When the floor is completely dry, run your hand across it to see if any residue is left. If there is, the floor will have to be rinsed again. This residue consists of stripper and the finish that was not removed during a previous stripping. If no residue a your hand and there is no visible evidence of unstripped finish, the floor is now ready for new finish.

Cleanup After Stripping Floor Tile
It is important to clean up **all** the equipment used in the stripping operation before the stripper and old finish have been allowed to dry and accumulate.

Rinse the mops until the water runs clear. Wring them out, and hang them head down to dry. Never leave wet mops in a tank of water. Clean them immediately after use.

Wearing nonlatex disposable gloves/personal protective equipment, dispense some stripping solution from your chemical dispensing system. Scrub and rinse the wringers and the mop tanks, and store them in the proper place. Scrub the floor machine head, handle, and cord. If stripper is left on the cord, it can damage the floor at a later date if it comes in contact with water on the floor.

Empty and wipe the vacuum, wash the outside, and wipe the cord.

Finish Procedure
After all equipment is cleaned and stored and the floor is dry, you are ready to apply the floor finish. Floor must be sealed or finished before traffic is allowed to enter. Pour the finish into a mop tank. (Tip: Line your mop tank with a large, plastic trash bag, and throw it away when you are finished. Then you will have no finish dried on your mop tank.) Pour only the amount of finish that you will use in the mop tank. You can always pour more finish into the tank. Unused finish cannot be saved; **never** pour unused finish back into the container because it will contaminate the good finish.

Dip your finish mop into the tank. Work the finish into the mop well, wringing finish through the mop several times to be sure it is completely saturated. Remember, if you are using a new mop, soak it in water overnight prior to using it to apply floor finish, to remove the spinning oils and sizing.

Lift the mop from the tank, and place it in the wringer—do not wring it out. Just apply enough pressure to the mop handle to squeeze out excess finish. The first coat should be a medium, uniform coat to act as a base. Apply the finish to the floor

Stay away from the walls, corners, and edges. Frame in the sides of the area to which you are applying finish with straight strokes, staying about 16 inches away from the walls and edges. Then, use figure-8 mop strokes to the rest of the area you have framed. Return to the finish tank for more finish as needed.

Drying time between coats should be a minimum of 30 to 45 minutes. However, if the humidity is high it could take longer. Do not recoat too soon. Just because it feels dry to the touch in a short time does not mean it is ready to recoat. The recommended drying time allows the finish to bond to the floor. If the finish is recoated too soon, it will soften the previous coat and cause the completed job to streak, powder, and walk off.

The longer you allow finish to dry between coats, the better the final results will be. Some, when possible, will allow overnight drying time or at least several hours between coats.

Repeat the recoating procedures for the second coat, wringing out the mop a little more. The second and final coats can be lighter. Again, stay away from walls and edges until the final coat. Change direction when applying the second coat, crisscrossing the previous coat. Change direction each time you recoat. Experience will tell you how many coats the floor needs; usually three to six coats are considered a minimum, depending on the procedures used for daily maintenance of the floor. Remember, each time you buff you will be taking a very thin layer of finish off. This is the way the scratches and scuffs are buffed out.

On your last coat, apply the finish all the way to the wall and edges.

Finish Cleanup

Clean and store all equipment. Make sure to get all the finish rinsed off the wringer. The tank should require little cleaning since you have it lined with a plastic bag. Remove the plastic bag from the mop tank, and throw it away. If it is not removed, the finish will dry and build up on equipment and make it unusable over a period of time.

As you can see, stripping and refinishing floors is a time-consuming and difficult task. With a properly stripped and finished floor and good daily maintenance, stripping and refinishing rarely should be necessary.

Spray-Buffing

The best assurance for keeping a well-maintained and attractive floor is to have a regular spray-buff program. Spray buffing will allow you to keep an attractive floor with minimal effort while prolonging the life of the floor finish and reducing the need for stripping and refinishing.

Note: Buffing is to be scheduled when students are not in the building (before or after school hours).

Equipment

- Dust mop
- Dustpan
- Pickup brush
- Putty knife
- Floor machine and pad holder
- All-purpose detergent
- GFCI
- Buffing pad
- Spray bottle (properly labeled)
- Spray-buff solution
- Mop tank and wringer
- Wet mop
- Nonlatex disposable gloves/Personal protective equipment

Preparation

Before spray-buffing, the floor must first be dust-mopped and damp-mopped to remove all of the surface soil. Use the putty knife to remove gum and other deposits from the floor. Pick up walk-off mats, and take them outside. Shake them vigorously to remove the grit and soil. If possible, wash them with a hose and water.

Dispense all-propose solution, mixed with cool water, into a mop tank. Using a clean mop, damp-mop the area to be buffed. Follow the procedures given in the section on damp-mopping.

Prepare your spray-buff solution in a properly labeled spray bottle. Although there are ready-to-use spray-buff solutions, a mixture of half water and half floor finish will work.

Use a GFCI when you are operating electrical equipment where water/liquid is present.

Procedure
Holding the spray bottle in your free hand, turn on the floor machine. Spray a small amount of buff solution on the floor to one side of the machine, and begin to buff. Continue to buff until a shine is obtained. Continue this procedure, moving the machine from side to side and overlapping each pass of the ma-chine with the previous pass. To prevent buildup around the edges, do not spray the solution close to the walls.

When a heel mark or other hard-to-remove mark is encountered, spray the area and rub lightly with the center piece from a buffing pad. Use your foot to apply slight pressure. Do not rub too hard, and do not "heel" the machine on such spots; this removes the finish and leaves a dull spot, which will soil rapidly and detract from the floor's overall appearance.

From time to time, it is necessary to clean the buffing pad. Lay the machine down, remove the pad, and brush it briskly with a stiff-bristled brush over a waste container. If this is inconvenient, brush the pad in place on the pad holder and then clean up the debris from the floor.

When one side of the pad becomes too loaded with soil and finish to do a good job, turn it over and use the other side. It is possible to go a long way on one pad.

If you have a high-speed floor machine, follow the same procedure, but do not buff side to side. Buff in a straight line up and down. The best procedure is to spray the area to your side as you are making your pass. Then you buff this strip on your return pass. In other words, you are always spraying one strip ahead of yourself.

When spray-buffing is complete, go over the entire floor thoroughly with a dust mop again. Pick up any dust or debris you have created.

Note: Check furniture and/or such items as tops. You may need to dust surfaces nearby after buffing.

Finish
One very, very important thing to remember is to always dust-mop and damp-mop before spray-buffing. If you don't, the surface soil is ground into the floor, causing browning and powdering of the finish.

The big plus regarding spray-buffing is that the more you buff, the harder the finish becomes, making it less likely to scratch, scuff, and mark.

Guide to Frequency of Spray-Buffing to Maintain a High Appearance Level

Traffic Level	Recommended Spray-Buffing Frequency
Very heavy	Daily
Heavy	Daily—every second day
Moderate	Twice per week
Light	Weekly

Use walk-off mats at every entrance.

Propane Floor Machines

It is important to remember that local Fire Marshall regulations require all propane tanks be stored **outside** the school buildings.

Propane tanks may not be stored inside any room or area of a school building. Storage of tanks **must** be in a separate building away from your school facility. Propane equipment may only be used when no stu-dents are in the building.

If you have propane equipment at your school, you must maintain a product Material Safety Data Sheet (MSDS) on propane just as you do for all cleaning chemicals.

Terrazzo and Concrete Floors

Installation warranty and floor maintenance guidelines differ. In some instances, terrazzo floors are installed with a sealer that negates the need for waxing.

Light-Scrubbing and Refinishing

Light-scrubbing is often referred to as "top-scrubbing."

Light-scrubbing and refinishing are very effective and simple floor-care procedures used to restore or recondition a floor when total stripping isn't really necessary but the finish is so scuffed or marred that spray-buffing doesn't do the job.

Light-scrubbing means you just remove the top layer of finish in order to remove the scuffs and marks, and then you put a coat of fresh finish on it. Since you are not completely taking off all the finish, you must be careful not to damage the base coat you are leaving.

Since there are two things that very quickly harm floor finish, it is common sense not to use them. These two things are hot water and too much detergent. Remember, **never use stripper when light-scrubbing**. Although you may think you can use a small amount, there are chemicals in the stripper that are made just to break down the finish, and these chemicals make it unbond the finish from the surface.

The proper scrubbing solution for light-scrubbing is the same solution used for general mopping: dispense all-purpose solution using cold water through your dilution-control dispensing station.

Equipment
Assemble the equipment you will need, and move it to the job site.

- Dust mop
- Broom
- Dustpan
- Wet-vacuum pickup
- Putty knife
- Floor machine (or walk-behind scrubbers if available)
- GFCI
- Blue scrub pads
- Two mop tanks and wringers
- All-purpose solution
- Three mops
- Wet floor signs
- Nonlatex disposable gloves/Personal protective equipment

Mark your mops for solution, rinse, and finish.

Scrubbing
Use a GFCI when you are operating electrical equipment where water/liquid is present.

Apply the solution to about a 10' x 10' area, and immediately begin to scrub the floor. It is not necessary to scrub completely up to the baseboards or other stationary objects. The finish in these areas probably will still be in good shape. Make one pass with the floor machine, overlapping half the width of the pad on each pass. Crisscross-scrub using the same pattern. You can light-scrub very quickly since you are only removing the surface scuffs.

For medium soiled floors, use a red scrubbing pad. For heavily soiled floors, place a blue or green scrub pad on your floor machine.

Rinsing
After the scrubbing process is finished, pick up the dirty solution with a wet-vacuum pickup. Immediately wet-mop the floor with cold water, and again pick up with a wet vacuum. One wet-mop rinse is usually sufficient when you light-scrub.

Using the same rinse, wring the mop as dry as possible and damp-mop the entire floor. When the floor is dry, rub your hand over the surface to see if it is free of grit and dirt. If there is a powdery film on your hand, it will be necessary to rinse again.

Finishing
Pour the amount of floor finish you think you will need into a clean, lined mop tank. You are only going to apply one light coat of finish to the floor, so don't pour more than you think you will need.

Apply finish using the procedure given in the section on stripping and refinishing tile floors. Don't apply all

the way to the baseboards or areas where you did not scrub. You want to avoid buildup around the edges.

Now that you are finished, clean and store your equipment. Follow up your efforts with good, daily dust-mopping and damp-mopping and with good spray-buffing programs. You can go for a long, long time before another restoration is needed.

Chemical Dilution Dispensing System

- First, make sure all water connections are tight and not leaking.
- Divert water flow to the dilution-control unit by turning the lever at the faucet so that no water is flowing into the sink.
- Choose the type of container you wish to place the desired product into.
- Secondary containers, such as spray bottles, **must** be properly labeled.
- **Always remember to turn off the water supply when you are finished dispensing products.** This is a matter of safety. If you leave water pressure on, this can cause undo stress on the supply hose and, over a period of time, the hose could leak.
- This dispensing unit can also provide just water. This is done by following instructions above and simply pointing the arrow on the dial knob at the words *rinse water*.
- Proper product dilution not only improves but ensures consistent performance, maximizes product efficiency, and minimizes waste.
- Dispenser unit is color-coded.
- Contact distributor immediately if unit is not working properly. (Contact information is labeled on unit, or contact Housekeeping Services if additional information is needed.)

Housekeeping Supplies Oth Than Dispensing Unit

- AFS follows environmentally friendly cleaning practices.
- Hand-held dispensing unit is to be used for stripper.
- Cleaning products are standardized to the greatest extent possible. In those rare occasions in which a specialty product is required, follow AFS purchasing procedures and guidelines.
- The use of aerosol products is discouraged.
- Contact Housekeeping Services before ordering if the MSDS for the product rates the product stronger than an **irritant**!

Troubleshooting Guide

The following troubleshooting guide is intended to highlight the most common causes of floor problems. The most likely causes shown for each problem are listed in rank order of likely occurrence. The information can provide a useful tool in identifying problems and implementing a remedy.

Problem—Poor Gloss (Gloss level below normal)

Most Likely Cause	Solution
• Insufficient coats applied (recoat schedule off or area not properly identified as main vs. secondary traffic)	• Scrub, rinse, and apply additional coats (maintain four to six coats).
• Thin coats of finish	• Apply in medium coats, not with a wrung-out mop.
• Wrong scrubbing or buffing pads/brushes used (usually too aggressive)	• Use approved pads or brushes, and follow recoat procedures.
• Excessive amount of sand and grit is on floor	• Use approved walk-off mats and runners of sufficient length and width.
• Floor not properly rinsed before recoat	• Thoroughly dust mop before cleaning. • Remove grit, etc., outside doors. • Strip, properly rinse, and apply new finish.
• Ammonia, bleach, or stripping solution used in scrubber or mop bucket for routine cleaning	• Use approved cleaners only. AFS Housekeeping never purchases bleach.
• Dirty equipment used to apply finish (stripper mop used, etc.)	• Strip, properly rinse, and apply new finish using clean equipment.
• Tile becoming old or very porous	• Apply additional coats of finish. • Use sealer before finishing floor.
• Additional coats applied before previous coat dry (will likely experience mop drag and look hazy)	• Allow next coat to dry sufficiently. If the problem is not solved, strip, rinse, and reapply.

Troubleshooting Guide

Problem—Scuffing and Scratching of Finish

Most Likely Cause	Solution
• Wrong scrubbing or buffing pads/brushes used	• Use approved pads and brushes.
• Excessive dirt and grit on floor	• Use approved mats and runners. • Thoroughly dust-mop before cleaning.
• Not scrubbing or buffing often enough	• Verify that areas are correctly classified as main or secondary traffic areas. • Follow recommended procedures.
• Some unauthorized floor finishes do not resist scuffs and scratches very well.	• Use only AFS approved floor finishes.
• Unequal pad pressures on twin pad scrubber/buffers	• Adjust pad pressures. • Submit equipment repair work order if needed.
• Stones and/or grit not picked up by autoscrubber or mop (grit buffed into floor or dragged by squeegee)	• Check work area to avoid this problem (may need to dust mop again prior to buffing in problem areas: doorways, etc.).

Problem—Floor Finish Discolored (Yellow or Brown)

Most Likely Cause	Solution
• New cotton mops used to apply finish before soaked and cleaned (Sizing can release and yellow floor.)	• Deep-scrub to remove dirt and color; clean mops thoroughly.
• Not using automatic scrubber for daily cleaning, particularly when on ultra-high program prior to any buffing (grinding dirt into finish)	• Must use autoscrubber and proper pads/cleaner on daily basis; damp mopping is not sufficient.
• Damp-mopping with dirty water (spreading dirt)	• When using a mop, always change water frequently and use two-pail system.
• Excessive dirt, sand, and grit allowed to enter facility and being ground into finish	• Use approved mats and runners.
• Water trails left by scrubber	• Minimize trails with equipment maintenance and operator training. Submit equipment repair work order.
• Dirty mops used to pick up water trails from scrubber leaves dirt that can be buffed into finish.	• Train scrubber operator, use clean mop, and change rinse water frequently.
• Buffing pads contain dirt and finish accumulations.	• Always use clean pads; rotate or replace as needed.

Troubleshooting Guide

Problem—Floor Finish Discolored (Yellow or Brown) (continued)

Most Likely Cause	Solution
• Incorrect concentration of cleaner; too much cleaner can soften finish and/or leave residue, which can hold dirt deposits. Too little cleaner will not permit adequate dirt removal.	• Never alter controlled dilution ratios as dispensed from system.
• Applying floor finish before floor has been properly scrubbed and rinsed (dirt coated into floor finish)	• Strip, rinse, and reapply finish.
• Getting buildup by applying finish to edges every time floor is coated (edges turning color)	• Do not recoat outer four to six inches every time floor is finished—one thin coat total is all that is needed for this edge.
• Fans used to force-dry floor finish, resulting in dirt-catching bubbles and pockets (Dirt can then be buffed into finish.)	• Never direct fans at floor finishes. If fans are used, aim upward for air circulation in area.
• Dirty mops	• Always use clean mops. If dirty mops or equipment are used, strip rinse and reapply finish.
• Contaminated floor finish (Unused finish should never be returned to original container.)	• Dispose of unused finish.
• Using incorrect buffing pads allows a color transfer to high spots in the floor.	• Use approved pads.

Problem—Powdering of Floor Finish

Most Likely Cause	Solution
• Applying coats too thin	• Use medium coats.
• Wrong buffing pads or brushes used (too aggressive)	• Use recommended pads and brushes.
• Floor not rinsed before floor finish applied; cleaner residues can prevent good adhesion.*	• Floor must be thoroughly rinsed before applying floor finish.
• Dirty buffing pads being used	• Change or rotate pads during buffing, and clean pads after each use.

*To test finish adhesion to floor, apply one medium coat to small area and let dry (30 to 40 min.). Apply good masking tape or Scotch tape to finish, and pull up with a quick jerk. If finish comes off with tape, you do not have good adhesion.

Troubleshooting Guide

Problem—Powdering of Floor Finish (continued)

Most Likely Cause	Solution
• Fans used to force-dry floor finish; surface may dry too quickly and not allow finish to form a good bond (good adhesion) (also occurs with coats that are applied too thin).	• Never direct fans at floor finish! If fans are used, aim them upward for air circulation in area.
• Hardeners surfacing from floor (Composition floors, such as Terrazzo, prevent adhesion.)	• If finish does not adhere, apply sealer before applying floor finish.
• Finish designed for low-speed buffing in being burnished	• Always match the finish to the buffing rpm.
• Finish applied before floor or previous coat dry (finish not sticking to floor)	• Strip, rinse, and allow floor to dry before applying finish.
• Stripper residue left on floor due to poor rinsing (finish not sticking to floor)	• Strip, rinse thoroughly, and reapply finish.
• Old floor finish not completely removed (incompatibility of coatings)	• Use only AFS-approved finish. • Do not apply soft, buffable finishes over harder finishes.
• Factory finish not stripped off of new tile before finishing	• Strip, rinse thoroughly and reapply finish.
• Frozen floor finish (may bead up on floor during application)	• Do not proceed with finish; replace with good product. Change supply storage procedures.

Problem—Streaks in Floor Finish and/or Floor Finish Exhibiting an Alligator Effect

Most Likely Cause	Solution
• Floor finish or seal not thoroughly dry before applying additional coats	• Strip, rinse, and reapply. Do not recoat if mop drags.
• Contaminated mops or pails used to apply finish (i.e., dirty strip mop used)	• Strip, rinse, and reapply floor finish using clean equipment.
• Floor finish frozen or stored in extreme heat	• Replace damaged product. • Strip, rinse, and reapply new finish. • Change supply storage procedures.
• Floor finish applied over factory finish on new tile	• Strip, rinse, and reapply finish. (Check warranty directions!)

Troubleshooting Guide

Problem—Streaks in Floor Finish and/or Floor Finish Exhibiting an Alligator Effect (continued)

Most Likely Cause	Solution
• Contaminated finish put back in container	• Do not use leftover finish. • Dispose of contaminated finish. • Strip, rinse, and reapply finish.
• Floor improperly rinsed floor before coating	• After scrubbing or stripping, rinse floor before floor finish is applied.
• Dirty mop or equipment used when applying finish	• Ensure that equipment is clean before applying finish.
• Floor not thoroughly scrubbed and rinsed before applying finish	• Scrub and rinse floor thoroughly before applying finish.

Problem—Floors Seem Slippery

Most Likely Cause	Solution
• Silicone-base products (furniture polishes, glass cleaners) getting on floor due to overspray or accidental spills	• If silicone-base products are used, apply to rag prior to use to reduce the chance of overspray hitting floor. • Scrub floor thoroughly to remove. If floor is still slippery after cleaning, apply a medium coat of finish over affected area.
• Ice melting compounds on floor	• Clean contaminated floor (normally near entrances and at end of runners) thoroughly with clean water to remove. Do not use detergents or vinegar when spot-cleaning. • Control amount of ice-melting chemicals used. • Use approved mats and runners. • Clean mats and runners occasionally with a wet-dry vac or wet-extraction cleaner, using plain water.
• Powder residue left on floor after burnishing, etc.	• Dust-mop floor after burnishing.
• Dirt and grit on floor	• Use approved mats and runners. • Dust-mop thoroughly.
• Unapproved floor finish on floor	• Use only AFS-approved finishes.
Use of acids (vinegar) in cleaning water; acids will destroy the cleaning ability of detergents.	• Always use chemical dispensing system which controls dilution. Do not add vinegar.

New Vinyl Floors

Newly installed vinyl floors require special care until they are cured and ready to finish. If not properly cared for, the mastic (the cement used to glue down the tile) may begin to bleed up around the edges of the tile and cause a **never-ending** problem with the finish and the appearance of floors.

First and foremost, follow instructions given by floor-tile manufacturer and/or installer. Not doing so will have an impact on any warranty that may exist.

If you are unsure of the warranty guidelines, contact the School Planning Unit or the manager of Housekeeping Services. The following are general guidelines that may be used with most new vinyl floors:

- **Lightly** scrub the floor using the normal scrubbing procedures. The floor must be scrubbed or the finish will not bond. The tile comes from the manufacturer with a protective coating that must be removed before applying the finish. Most new vinyl tile that is now being manufactured requires only light top-scrubbing—using all-purpose detergent to remove the initial protective coating before rinsing and applying finish. Use the least amount of water as possible when scrubbing and rinsing. Again, follow instructions given by the floor tile manufacturer and/or installer.
- After scrubbing, apply finish to the floor, following the normal finishing procedures.
- You must wait until the floor has completely cured before stripping and refinishing. The manufacturer/installer will advise you regarding recommended timelines for these procedures. After this, you will be able to fully appreciate the true beauty of the new floor.

The standard 175 rpm floor machine will be [illegible] high-speed machine will not be used in stripping.

Maintenance of Vinyl Asbestos Tile

Make sure floor is clean and damp-mopped prior to buffing.

Vinyl asbestos tile floors can be buffed or burnished with a standard-speed or high-speed floor machine **as long as a minimum of four coats of floor finish remain on the floor**.

Spray-buffing will be performed with the standard floor machine and red pad. Burnishing will be performed only with the ultra high-speed (white) pad and high-speed floor machine. The red pad should not be used with the high-speed floor machine.

Since each buffing or burnishing cycle removes a small amount of floor finish, an additional coat of finish should be applied after each sixth repetition of buffing or burnishing.

Training

All custodial employees receive two hours of Asbestos-Awareness Training during their initial employment training with AFS and annual refresher training.

Carpet Care

As with any other type of floor, a carpeted floor requires a regular maintenance program to look good and to ensure maximum wear.

First, daily vacuuming and spot-cleaning are necessary. If daily vacuuming is not done, the soil goes deeper and deeper into the carpet fiber, becomes more difficult to get out, and acts as sharp cutting edges, causing the carpet to wear. So vacuum daily.

An effective way to clean the carpet between major cleaning is to use a carpet pad (bonnet) and your floor machine. This provides good surface cleaning and is fast and simple to perform.

Carpets must be left as dry as possible to help avoid mold, mildew, and odors. Fans should be used for speed-drying. The door to the areas should remain open, and lights should be left on until the carpet is completely dry.

Equipment

- Floor machine and pad holder
- Carpet pads
- Mop bucket and wringer
- Vacuum cleaner
- Pressure sprayer
- GFCI
- Carpet detergent
- Putty knife
- Wiping cloths
- Measuring cup
- Nonlatex disposable gloves/Personal protective equipment

Procedure

Mix the cleaning solution according to the manufacturer's directions. Pour solution into the pressure sprayer, and fill your mop tank about two-thirds full of water.

Move all your equipment to the work site.

First, vacuum the carpet thoroughly and remove any gum, etc.

Next, spray an area about 10' x 10' using a side-to-side motion, overlapping the previously sprayed area. If you spray too large an area, the chemical will evaporate before you can clean it.

Wait about five minutes before starting to scrub to allow the chemical to work.

Saturate the pad in the mop bucket of water, and wring out as dry as possible. Never use bonnet too wet because this could damage carpet/flooring.

Use ground fault circuit interrupters (GFCI) when you are operating electrical equipment where water/liquid is present. Mount the floor machine on the pad, and begin cleaning. Work in a straight path from side to side. Each time you change direction, overlap the previous pass about half the width of the pad.

Turn the pad, and crisscross-clean the same area. This will prevent missing areas, which could result in a striped effect.

Spray another area, rinse the pad, and repeat the procedure until the entire carpeted area has been cleaned.

Use this method of cleaning on soiled traffic areas as needed.

A good, daily maintenance program and this cleaning procedure will extend the life of your carpet and will keep it looking better a long time.

Carpet Extraction Method of Cleaning

When a carpet extractor is available, this method of carpet cleaning may be used in lieu of bonnet cleaning. Follow the equipment manufacturer's directions for equipment usage.

Which method to use is most often an individual preference or based upon equipment availability. Both methods are effective.

Soap and carpet-cleaning chemicals attract dirt, so do not overmix chemicals. As always, follow the manufacturer's directions for dilution ratio, and **rinse**.

With either method, it is extremely important that once you clean the carpet, you extract as much moisture as possible, leaving the newly cleaned carpet as dry as possible.

Stain Removal Tips

The following is a list of some common stains found in a school and how to remove them. The list was developed primarily for carpet.

General

Basically, there are three types of stains: unknown, greasy, or water-based. On carpet, never use a circular motion, but use a blotting motion with a white cloth or several layers of paper towels. Try an inconspicuous area first to be sure that the color won't be affected. Common stain-removal chemicals and supplies are as follows:

- Paper towels or white terry cloths
- Hand dishwashing detergent soap (no bleach or lanolin content) (1/4 tsp. per quart)
- Properly labeled spray bottle(s)
- Household ammonia (1 tbsp. per 1/2 cup of water)
- Isopropyl rubbing alcohol

- Hydrogen peroxide solution—3 percent
- White vinegar solution (1/3 cup per 2/3 cup water)
- A spoon and a dull knife

Procedure for Unknown and Grease Removal
Remove as much foreign material as possible by blotting or by using a dull knife. Blot with isopropyl alcohol. (Do not allow saturation of carpet backing with alcohol.) Try blotting with detergent, and if it works, continue using it. Rinse lightly with water in spray bottle and blot. If not completely removed, blot with hydrogen peroxide, let stand for one hour, rinse, and blot as before. Dry with pad of paper towels weighted down.

Procedure for Water-Based Spot Removal
Blot up as much as possible. Use wet vacuum if a large spill is involved. If spot has dried, wet lightly with spray bottle of water, let stand one minute, and blot. Continue this procedure, and blot until dry. If needed, use the detergent method described above.

Stains That Cannot Be Removed From Carpet
Submit a work order.

The following can cause permanent stains in carpet:
- Acids, such as toilet bowl cleaner
- Acne medication
- Alkaline drain cleaners
- Bleach
- Hair dyes
- Iodine
- Fertilizers
- Mustard
- Oil used for band instruments

Specific Stain Removal Tips
(following the above procedures)
- **Asphalt—**Scrape with knife, blot with alcohol, blot with detergent, spray-rinse, blot, use hydrogen peroxide, and pad-dry.
- **Blood—**Blot with ammonia solution, use cool solutions, blot with detergent, spray-rinse, pad-dry, blot with hydrogen peroxide, and pad-dry.
- **Candy—**Scrape with knife, blot with detergent, spray-rinse, pad-dry, blot with hydrogen peroxide, and pad-dry.
- **Chewing Gum—**Freeze gum with ice cube, shatter gum, and vacuum.
- **Coffee—**Blot up all liquid, blot with detergent, spray-rinse, blot-dry, blot with hydrogen and pad-dry.
- **Cola—**Blot up, blot with detergent, spray-rinse, pad-dry, blot with hydrogen peroxide, and pad-dry.
- **Crayon—**Scrape with knife, blot with alcohol solution, blot with detergent, spray-rinse, blot with hydrogen peroxide, and pad-dry.
- **Excrement—**Remove wearing nonlatex gloves, neutralize with germicidal solution to remove protein matter, blot, apply small amount of detergent, blot, spray-rinse, blot with hydrogen peroxide, and pad-dry.
- **Grease—**Follow procedure listed under Excrement.
- **Ink—**Blot with alcohol, blot with detergent, spray-rinse, blot with hydrogen peroxide, and pad-dry.
- **Milk—**Blot up, blot with alcohol, blot with detergent, spray-rinse, blot with hydrogen peroxide, and pad dry.
- **Oil Paint—**Blot up, scrape with knife, blot with alcohol, blot with detergent, spray-rinse, blot with hydrogen peroxide, and pad-dry.
- **Oil—**Follow procedures listed under Grease.
- **Tar—**Blot up, scrape with knife, blot with alcohol, blot with detergent, spray-rinse, blot with hydrogen peroxide, and pad-dry.
- **Urine—**Using nonlatex gloves, blot up, neutralize with germicidal solution, blot, spray-rinse, blot with hydrogen peroxide, pad-dry, blot with detergent, spray-rinse, and pad-dry.
- **White Glue—**Scrape with knife, blot with detergent, spray-rinse, blot with hydrogen peroxide, and pad-dry.

Remember, always blot-clean all stains on fabric or carpets so stain does not spread outward. Housekeeping Services maintains a database and can be called for suggestions if your best efforts are not successful, or submit a work order for Housekeeping Services.

Tips on Measuring Chemicals

The various chemicals and cleaning products available from the custodial warehouse are heavy-duty, commercial-grade products and, in many cases, highly concentrated.

Chemical-dilution dispensing systems are currently being used to the greatest extent possible. Many disinfectants, cleaners, and strippers are corrosive in their concentrated form. Many disinfectants have a dilution of only 1/2 ounce per gallon. Read all labels carefully for proper dilution.

It is very important that chemicals be mixed properly. **More is not better.** Sometimes, improperly mixed chemicals can give just the reverse effect from that desired: streaking floor or fixtures, leaving a film on surfaces being cleaned, or a sticky floor. In some cases, improper mixing can be physically harmful to the skin or the respiratory system.

The following chart shows the commonly used dilutions.

Units of Measure

1 to 256	=	1/2 oz. per gallon of water
1 to 128	=	1 oz. per gallon of water
1 to 64	=	2 oz. per gallon of water
1 to 32	=	4 oz. per gallon of water
1 to 16	=	8 oz. per gallon of water
1 to 8	=	16 oz. per gallon of water
1 to 4	=	32 oz. per gallon of water

Always use a measuring cup or some measuring device for both chemical and water!

Always follow the manufacturer's directions for dilution ratio. Spray bottles, pails, and mop buckets ordered from the custodial warehouse are marked for ease in measuring. Make sure that you measure both the chemical and **the water for proper dilution. All spray bottles (secondary containers) must be properly labeled.**

Never mix chemicals.

Always use the appropriate personal protective equipment as recommended and provided (e.g., gloves, goggles).

Do not stock bleach in the custodial ware-house because some of our cleaning products contain ammonia. If bleach and ammonia are mixed, they form a poisonous gas!

Ground Fault Circuit Interrupt (GFCIs)

These are provided and should be used whenever you are operating electrical equipment where water/ liquid is present.

Microfiber Dust Mop Systems

Taking care of microfiber products is easy; there are just a few things that you should remember to keep products effective and long lasting. You can wash and dry microfiber products in the washer and dryer with warm water and low heat. To keep your microfiber like new:

- Do not use bleach.
- Do not use fabric softener.
- Do not wash with other cotton products.

AFS does not allow the usage of bleach, and microfiber products do not like bleach. Bleach breaks down the polyester and polyamide microfilaments, rendering them less effective.

Fabric softeners provide a layer of softness that is nice for clothing, but this coating clogs the microfibers, rendering them less effective.

It is not that microfiber products do not like cotton products or other fabrics; it is that when you wash your cotton products with microfiber the microfiber products grab and hold onto the lint that the cotton produces. So, if you do not want your microfiber towels to lint, then you should not wash them with cotton products.

Kitchen Areas

The custodial staff responsibilities in these areas have been jointly agreed to by the Safety, Environmental, and Housekeeping Services Unit and the School and Community Nutrition Services Department. The job responsibilities have been established as daily/weekly responsibilities and summer cleaning responsibilities. They are as follows:

Daily/Weekly

- Sweep and damp-mop cafeteria floor daily.
- Dust and spot-clean cafeteria windows.
- Wash cafeteria windows as necessary.
- Spot-clean cafeteria walls.
- Wet-mop as necessary.

QUALITY CONTROL PLAN

AFS is dedicated to controlling quality at every level of functional and administrative activity, across the project lines. As a result, our commitment to providing our clients with superior service, AFS has recently implemented a state-of-the-art, web-based Quality Assurance program to facilitate our inspection, reporting, and corrective action procedures. With our detailed, standardized, app-based system, we are able to inspect, document deficiencies, assign corrective actions, and document resolution of issues with real-time reporting capabilities. All QC reports can be viewed immediately by our management and clients.

Our Quality Control Plan (QCP) for the referenced solicitation will be custom-designed to promote and maintain superior contract performance. It will combine traditional, inspection-oriented processes with progressive, education and training-oriented protocols to form a Total Quality Management (TQM) package that will meet or exceed all contract requirements. Along with our processes and training programs that show our accountability to the quality of our services, we guarantee the satisfaction of our customers.

For this project, our primary TQM objectives will be to ensure that on a regular and routine basis, all services are performed:

- On schedule and to the complete satisfaction of our client
- In a manner that continually improves the quality and timeliness of services.

The overriding objective of TQM is Continuous Process Improvement (CPI). The key to CPI is a carefully planned, rigorously enforced inspection program, carried-out by qualified and motivated team leaders at every functional level of program activity. The result of CPI is enhanced productivity, improved performance, and exceptional customer relations. The following sections provide a snapshot look at the policies and procedures we will implement.

General

By definition, Quality Control is the formal and informal process of inspections, deficiency reports, and corrective action cycles used to quantitatively, systematically, and accurately verify the quality and timeliness of services provided to our customers by AFS contract personnel. Our traditional quality control directives combine self-inspection by motivated, qualified Site Supervisors with random, informal observations and scheduled, formal inspections by an independent Quality Control program faction. In this way, we reaffirm the responsibility of supervision to provide quality services while validating those services through separate and independent channels.

Key Personnel

Our Contract Manager and Site Supervisors will head our Quality Control Program. They will report directly to our Director of Operations, Mr. Harold Angel, while maintaining a "dotted line" relationship with our customers. This ensures quality control integrity while maintaining a daily dialog between managers. The Contract Manager will make frequent visits to the project to ensure that the QC Program is being executed properly and that the Site Supervisor is receiving all required corporate support.

Each manager and crew leader supports the Contract Manager. They act as supplemental inspectors for recurring work and work orders. They also conduct and participate in preparedness drills for safety and security. All levels of supervisory leadership participate actively in the TQM process.

Inspection System

AFS will employ two specific methods for identifying and correcting deficiencies:

1. Quality Control Inspections
2. Quality Assurance Audits

Quality control inspections are examinations and observations performed by management and supervisory personnel to determine completeness of work and conformance to established standards. Inspections may be formal (using App-based inspection checklists) or informal (consisting of professional observations). Whereas QC inspections examine work, QA audits examine work processes and supporting documentation. Quality Assurance audits entail extensive reviews of logs, reports, checklists, methods and procedures, performed at specific intervals by our Site Supervisor. Of the two methods discussed above, by far the more prevalent is inspections.

Our Site Supervisor will implement and oversee the day-to-day operations of our inspection program. Our inspection program is designed to:

- Detect and correct minor deficiencies;
- Establish protocol for reporting, documenting, and tracking discrepancies; and
- Provide training and education to prevent reoccurrence.

The specific types of inspections AFS will employ on the project include:

- **100% Inspection:** This method ensures that all program activities during a pre-determined performance period are evaluated for completeness, timeliness, and quality. Our Contract Manager will perform 100% inspections not less than four times each contract year, nor less than once each quarter. CO-approved checklists will be employed. Results will be documented and maintained in the QC file at the Work Control Office. In addition, our Contract Manager will perform a 100% inspection of all work tasks that affect personnel safety or property security.

- **Random Sampling:** Random sampling is used when the work being checked is repetitive and sufficiently voluminous to make 100% inspection impractical or unaffordable. Recurring work, such as daily cleaning, will be inspected on a random basis.

- **Periodic Inspections:** In-process inspections of all tasks occur on a continuous basis by the Site Supervisor. Checklists are used to identify what to look for during the inspection and to provide a method for determining whether the work in-progress is

acceptable or unacceptable. Determination is based on the number of checklist items that do or do not meet stated standards.

- **Corrective Action Inspection:** All corrected deficiencies are inspected by the Site Supervisor to ensure conformance with program standards. The Contract Manager reviews all inspection records and deficiency reports.

Inspection Frequencies

Quality inspections are conducted at various frequencies, depending on the facility or system to be inspected. Based upon the specific requirement, our quality inspectors perform scheduled, unscheduled and random visits to work sites. During these visits, each aspect of the system, equipment or facility is subject to detailed observation to determine operability, adherence to required maintenance frequencies, safety procedures utilized, and adherence to specifications. Inspection frequencies range from daily observation performed by lead personnel and management to quarterly inspections by the corporate office. A series of checklists that breakdown each basic function being performed in relation to its component requirements are used in the evaluation process. Quality inspections are conducted on all prime contract work as well as on in-coming materials and equipment.

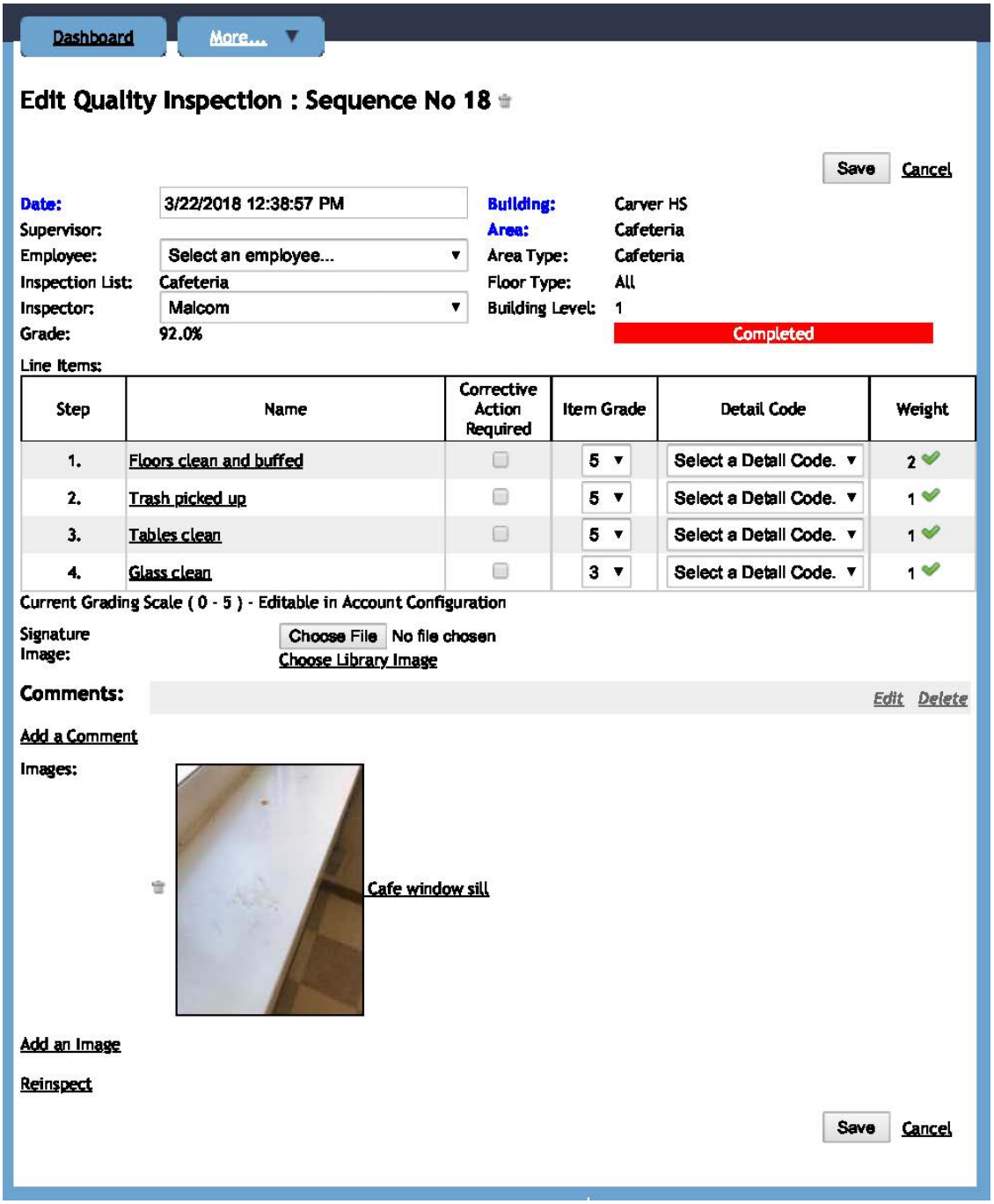
During phase-in, our Contract Manager will finalize formal (scheduled) QC inspection frequencies for all required tasks and functions. Once done, all inspections will be included in our Annual Work Plan and Master Schedule of activities.

Inspection Checklists

QC Inspection Checklists are all App-based and are used for evaluating procedures and assessing quality and timeliness of service. Our Contract Manager, when conducting formal inspections of both work-in-progress and completed tasks uses them. Checklists are specifically tailored to the particular task or service being performed. Checklists are designed to:

1. Identify step-by-step procedures that make up a specific task;
2. Provide evaluation criteria;
3. Document deficiencies and corrective action; and
4. Provide an official record for AFS and our customer.

Detailed, site-specific QC checklists will be finalized during phase-in and submitted for approval prior to contract start. A sample inspection form can be found below:



Reports and Record Keeping

Our Quality Control program offers a variety of reporting options. All information is cloud-based, and therefore reports are available immediately after inspections. The reports are designed to assist Site Supervisors when assigning duties, supervising workers, and conducting inspections of work, both in-progress, and completed. We combine these formal methods with consideration to any and all customer comments on responsiveness and performance. We

have found that a combination of proactive attention to detail, adherence to the principals of Total Quality Management, and swift decisive response to customer feedback is key to providing high quality services.

Any person involved in the evaluation of an activity may generate QC records. All periodic and regularly scheduled inspections require the use of a checklist which, when completed, becomes a QC record. Records are clearly identified to permit tracking. For example, records of inspection indicate the inspection procedure used, the performance date, which performed the inspection, area/section inspected and the results of the inspection.

The primary report associated with the QC Program is our Quality Control Details Report (See Figure 1). All work not conforming to project standards is considered a deficiency. The Inspector creates a Quality Control Details Report which is e-mailed to the appropriate supervisor for immediate action. In addition, the Contract Manager may, at his discretion, recommend further action to ensure against reoccurrence.

Such recommendations might include additional training, procedural changes, improved work techniques, equipment changes, scheduling or location changes, personnel or responsibility changes, or even disciplinary action. The report will be dated and signed by the Contract Manager and filed in the Work Control Office. Our Contract Manager reviews all Discrepancy Reports.

Figure 1 - Quality Control Details Report

Quality Inspection Details Report

Date Range: 3/13/2018 - 3/28/2018

Signature:_____

Grade:	95%	**Building:**	Benteen	**Account:**	Atlanta Public Schools
Insp. Date:	3/28/2018 1:36 PM	**Room Id:**	Classrooms	**Inspector:**	Kevin
Sequence #:	24	**Area Type:**	Classrooms	**Employee:**	
Shift:		**Floor Type:**	All	**Supervisor:**	
Insp. List:	Classrooms	**Floor Level:**	1	**Cost Center:**	BAM Cleaning Services

Inspection Item	Weight	Score	Detail Code
Tile floors clean and buffed. Rugs vacuumed.	4	5	-
Desks, furniture, walls and doors clean	1	4	-
Lights clean and working	1	5	-
Trash receptacles clean and empty	1	4	-
Windows and blinds clean, vertical surfaces	1	5	-

Comment:



Smudge marks on table

Inspection Coordination

Our Contract Manager participates in planning all aspects of the contract to properly provide required functions, but just as importantly, to ensure that quality control is factored into all activities. The Contract Manager has the authority and responsibility to institute remedial and preventive actions, as necessary, to safeguard an effective QC program.

We pursue a multi-faceted approach to quality control, regardless of which service area (management, maintenance, environmental compliance, etc.) is being evaluated. The process begins with a thorough evaluation of work specifications and related contractual requirements. The second phase of our program relates to actual inspection and analysis.

We consider employee sensitivity, awareness of facility conditions, and user preferences to be an integral part of employee training at all of our projects. As part of our quality process, TQM and on-site training programs, our staff is required to be observant for potentially dangerous, wasteful, or other undesirable conditions, and to notify a supervisor or lead when such conditions are detected.

We instruct our workers to note minor problems such as burned out lights or dripping faucets while engaged in routine activities. Workers note the location and the time observed and relays this information to Work Control during or at the end of the shift. These items are then coordinated with the customer and added to the service call backlog for correction. Our employee training includes awareness of facility conditions, team responsibility and procedures for identifying problem areas.

Each supervisor is responsible for conducting quality checks of all work performed (scheduled and unscheduled) in his or her respective area of performance.

Deficiency Identification

Informal inspections are conducted to ensure contract compliance and the effective delivery of quality service. Monitoring is expedited by reviewing specially developed, pre-printed checklists. Deficiencies discovered during routine inspections are then discussed with the appropriate worker and corrected, if possible, on the spot. Persistent problem areas are addressed at weekly meetings in the spirit of collectively arriving at a solution. Our experience at other installations reveals that the uniqueness of having quality control built into the performance of work, and not merely as a matter of after the fact follow-up produces a higher level of quality service. Moreover, because of the high quality standards set and adhered to, we believe our customer surveillance tasks are being significantly reduced as well.

The Site Supervisor conducts the documented inspections on a random, unannounced basis. Once completed, the report is immediately available to the Contract Manager for review.

Documentation

The Site Supervisor generates a summary of all quality inspections performed for that period and that information is submitted to our contact. A monthly report is generated and e-mailed to the Project Manager with a copy furnished to our corporate management and our contact if desired.

This report includes an Inspection Summary and a copy of all inspection sheets and checklists. The Inspection Summary provides each of the areas inspected; the number of inspections performed; the number of deficiencies identified; and if the service was satisfactory or unsatisfactory. A summary analysis of all customer complaints and re-work orders also will be included in the report.

Review and Analysis

Monthly meetings are held between the Contract Manager and our corporate management. These meetings provide the management team an opportunity to compare the most recently completed month's performance to all previous months. Areas with potential problems receive immediate attention to prevent the service from being unsatisfactory and to circumvent negative trend development.

Annual Updates

Updates will be made to the Quality Control Plan at least annually. All changes to the plan will be incorporated with a formal submittal made to our customer during the month of contract renewal for each year. All changes are subject to approval.

Quality Assurance

Each manager and employee is asked to cooperate with and assist with the performance of this contract. This includes working with them to ensure that they are kept abreast of routine and/or changing conditions, as well as assisting them in the course of their inspections or surveillance.

Performance Evaluation Meetings

The Contract Manager will meet at monthly intervals with our contract contact to discuss project performance. These meetings will provide a forum for discussing mutual matters of concern; however they will not be a substitute for daily interface with our customer.

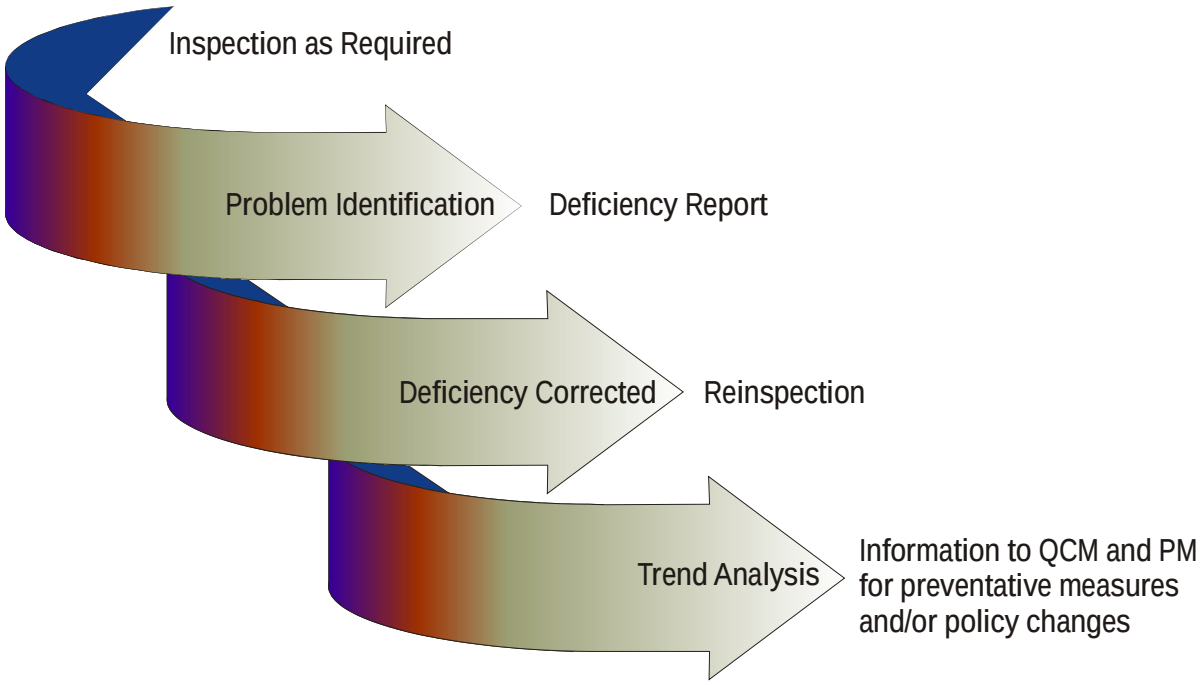
Tracking/Prevention of Performance Deficiencies

To reiterate, AFS uses a total quality management effort to update and ensure that our QCP is functioning properly (see Figure 2). We combine this with our inspection system and accompanying inspection schedule to detect quality control problems before they amount to a deficiency or discrepancy. As part of the QCP, Deficiency Reports will be segregated by functional areas to provide for ease of tracking, as well as to identify negative trends and systematic problems by functional area. All inspection findings are documented so that the following subsequent actions can be taken:

- Employees are recognized when their level of the work performance is considered "noteworthy;"
- Employees are informed when their level of work performance has diminished below previous levels, yet is still being performed at a "satisfactory" level;

- A Deficiency Report is initiated to correct any task where the performance level has diminished below previous levels;
- A Corrective Action Request is initiated to correct any task that has been rated less than "satisfactory;"
- Inspection Reports will be submitted to the Contract Manager, our Corporate Office, and the Client.
- Routine monitoring activities, such as our continuous inspections, also significantly reduce the potential for future situations by signaling the need for timely corrective actions.
- A combination of these activities, carefully supplemented by the previously identified methods, will be applied to prevent deficiencies and, where necessary, attain the earliest possible correction.

Figure 2 - Corrective Action Cycle



Corrective Actions, Long and Short Term

If a deficiency does occur, AFS uses a two-tier strategy to address the problem. First, in the short term, the Site Supervisor will generate a Deficiency Report and initiate corrective actions immediately to eliminate the situation. After correction, the work is re-inspected to ensure that our customer's and corporate quality control standards are met. The Site Supervisor will then complete the report detailing what corrective actions were taken. Second, the Contract Manager analyzes the Discrepancy Report for trends or procedural and systematic problems

and determines the course of action to correct the long-term problem. For example, he may recommend:

- Additional training;
- Procedural changes;
- Improved work techniques;
- Equipment changes;
- Personnel or responsibility changes;
- As a last resort, disciplinary action.

Documenting and Enforcing QC Operations

Our Site Supervisor will monitor the cloud-based record of inspections. The record will provide evidence that the scheduled quality control inspections are being performed. The records will contain:

- A copy of our QCP;
- Records of all completed quality control inspections;
- Records of all distributed quality control reports;
- Records of all corrective actions taken;
- Documentation of all service calls.

The inspection records will be systematically analyzed and used for the prevention, detection, and correction of quality control situations. The Site Supervisor will make Quality Control records available for review or inspection any time during the contract.

CUSTOMER SERVICE

American Facility Services, Inc. can assure our clients that any incident or concern occurring on a contract job is handled professionally and in a timely manner. In a situation where something is damaged, broken or reported missing, AFS will take the necessary steps to investigate and remedy as quickly as possible. Any other type of incident that involves other matters are reported directly to Headquarters and handled based on the situation.

Our employees are instructed to immediately report to their direct Supervisor any situation that results in damage or broken property of the customer where they are working. Incidents of missing or discarded items may also be reported to the Contract Manager or Headquarters staff directly by the customer themselves. Emergency and office contact information is provided to all clients at the start of the contract.

The AFS Contract Manager is responsible for documenting the incident, using all information available from the cleaning staff and/or the customer. This report is used to conduct a formal investigation into the matter, which may include formal interviews and inspecting the place of occurrence and then further documenting any additional information that may be obtained.

Based on the final incident report, determination is made by Headquarters as to how to proceed to resolve the situation. If possible, AFS will work directly with the customer to remedy the incident if that is appropriate and acceptable by the customer. In some major instances, an insurance claim may be filed or a claim filed against the AFS Fidelity Bond that will be in place to protect the customer against any loss.

At AFS, we take responsibility for our employees and their actions. AFS strives to employ personnel with the highest levels of integrity and experience. Because of our stringent hiring practices, we have a very low occurrence of incidents on our contract jobs.

Resolution of Concerns

The AFS Contract Manager will be available at all times to receive calls regarding quality of work concerns. The Contract Manager will respond by investigating the concerns and making sure that the Site Supervisor understands the concerns and addresses them with the crew to correct them immediately. The Contract Manager will then re-inspect and confirm the corrections have been completed. He will also re-inspect at random intervals to ensure that the problem does not reoccur. Please refer to our extensive Quality Control Plan.

EXAMPLE:
AFS had been providing janitorial services to an elementary school in Atlanta for five years, with satisfaction scores of between 93% and 95% monthly. The contract was renewed for an additional five years and then a new principal was assigned to the school. The new principal informed us that the services were not being performed to her higher standards. After listening to her concerns, we made improvements within two days and she was fully satisfied with the outcome.

Communication with Facility Administrators

AFS encourages direct communication between your facilities administrations and our Site Supervisors, Project Manager or Contract Manager who are all available 24/7 via e-mail or phone. Our extensive training, scheduling, management, inspections, inventory management and quality control measures are designed to minimize the need for substantial communication with the administration. Our goal is to provide service that will minimize any impact on your employees and customers.

Emergency and Special Event Cleaning

Due to our large local workforce, we are always able to handle any special event or emergency incidents that may arise, with response times usually less than a couple of hours. The Contract Manager will be on-call 24/7 and will be able to respond quickly to any emergencies. The Supervisor will have an emergency action plan in place to ensure that immediate staffing and supply needs are met. All employees are trained to handle emergency situations. These are situations where our 24 years of experience can prove to be very valuable to our clients.

EXAMPLE: AFS was notified at 12:00 noon on a Sunday, via a phone call from an official at the Atlanta Public Schools, of a MRSA outbreak at Maynard Jackson High School. He informed us that we needed to disinfect the entire school before school began on Monday morning. Qualified teams were called in immediately, and within two hours we had 40 employees on-site as well as sufficient disinfectant to clean the entire school. The school was completely disinfected by 12:00 AM (midnight) that same night and was ready to open on Monday morning.

COVID-19 CLEANING PROCEDURES

The virus that causes COVID-19 can be killed if you use the right products. EPA has compiled a list of disinfectant products that can be used against COVID-19, including ready to use sprays, concentrates, and wipes. Each product has been shown to be effective against viruses that are harder to kill than viruses like the one that causes COVID-19. Disinfection using EPA-approved disinfectants against COVID-19 also help reduce the risk. Frequent disinfection of surfaces and objects touched by multiple people is important. Coronaviruses on surfaces and objects naturally die within hours to days. Warmer temperatures and exposure to sunlight will reduce the time the virus survives on surfaces and objects.

AFS will be using Victory Backpack Electrostatic sprayers and Betco's PH7q Dual germicidal/disinfectant product to treat and prevent against COVID outbreaks.

Staff will wear disposable gloves when cleaning and disinfecting surfaces. Gloves will be discarded after each cleaning. If reusable gloves are used, those gloves will be dedicated for cleaning and disinfection of surfaces for COVID-19 and will not be used for other purposes. Hands will be cleaned immediately after gloves are removed. If surfaces are dirty, they will be cleaned using a detergent or soap and water prior to disinfection.

JANITORIAL SERVICES - No. 2021-2026

REVISED - COST PROPOSAL FORM

Cost based on Service Frequency Schedule 6.0 in the RFP

LOCATIONS	Building Supplies	Daily Maintenance (On-site)	Floor Buff and Wax	Window Cleaning	Wax Buff	COVID-19 Cleaning & Disinfecting	Total Monthly Cost
Browns Mill Athletic Complex	$ 400.00	$ 1,050.00	$	$	$	$ 50.00	$ 1,500.00
Browns Mill Recreation/Community Center	$ 500.00	$ 1,650.00	$ 625.00	$ 33.33	$ 875.00	$ 50.00	$ 3,733.33
Browns Mill Aquatic Center	$ 400.00	$ 1,050.00	$	$	$		$ 1,450.00
Southeast Athletic Complex	$ 400.00	$ 1,050.00	$	$	$		$ 1,450.00
Sam's Building (cleaned upon request)* Hourly rate shown		$ 17.00	$	$	$		$ 17.00
Stonecrest City Hall *(COVID cleaning and disinfection only)*						$ 150.00	$ 150.00
Total Cost	$ 1,700.00	$ 4,817.00	$ 625.00	$ 33.33	$ 875.00	$ 250.00	$ 8,300.33
Additional Services ***(See section 5.0 of proposal)***							
Emegencies (hourly rate)	$ 17.00						
Afterhours (hourly rate)	$ 17.00						
Special Events (hourly rate)	$ 17.00						

Company Name:	American Facility Services, Inc.
Company Authorized Official: (print name)	Harold Angel
Authorized Official Signature:	Harold Angel
Date:	11/9/2021

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of American Facility Services, Inc., ("Contractor"), whose address is 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004, 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, American Facility Services, Inc. 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: American Facility Services, Inc.

Date: 11/4/21 Signature: Harold Engel

Title: Vice President

REQUEST FOR PROPOSAL APPLICATION

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Offeror Name American Facility Services, Inc.

Offeror Address 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004

Offeror Phone 770-740-1613 Email anugent@amfacility.com

The company (that will be responsible for management of the contract associated with this RFP) is a Legal Entity:

- ☐ Individual(s) If multiple, identify
- ☒ Corporation
- ☐ LLC
- ☐ Joint Tenants
- ☐ Tenants in Common
- ☐ Partnership
- ☐ Other (Identify Other) _____

If not a Georgia corporation/partnership, state where organized: _____

(Attach current corporation documentation.)

Management TEAM

Oscar Pavon, Contract Manager

Harold Angel, Director of Operations

Other Members Kevin McCann, CEO

CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.
   Kevin McCann
   Harold Angel

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.
   Kevin McCann

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.
   None

(NOTE: Attach additional pages as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

Harold Angel
Authorized Signature of Responder

11/8/21
Date

CERTIFICATE AND ACKNOWLEDGEMENT

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

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

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

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

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:
I Harold Angel as Authorized Representative for American Facility Services, Inc. hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

Harold Angel 11/8/21
Authorized Signature of Responder Date
Harold Angel
Print or type name

Authorized Signature of Responder Date

Print or type name

THE CITY OF STONECREST GEORGIA

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: American Facility Services, Inc.

Address: 1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

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

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 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 Georgia Department of Transportation within five (5) business days after any subcontractor(s) is/are retained to perform such service.

114358
E Verify ™ Company Identification Number

4/16/2008
Date of Authorization

BY: Authorized Officer or Agent

11/8/21
Date

(Name of Person or Entity)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF NOVEMBER, 2021

Notary Public

[NOTARY SEAL]

ANDREA LORRAINE NUGENT
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires 10-2-2023

My Commission Expires: 10/2/23

*** or any subsequent replacement** operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

NOT APPLICABLE

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number

_____

Date of Authorization

_____

Name of Subcontractor_____

Name of Project_____

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF_____, 201_

[NOTARY SEAL]

_____

Notary Public

My Commission Expires: _____

WHY AFS IS THE BEST CHOICE

- AFS has over 30 years of experience in providing high quality janitorial service.
- Our range of customers is wide, from small offices to large contracts with multiple facilities requiring specific considerations.
- Our projects include a variety of building types and specifications.
- We have numerous renewal contracts as a result of our ability to exceed the expectations of our customers in a cost-effective manner.
- We will use our long-standing relationships with our vendors to ensure that the best products and equipment are used on this project. We will use our proven quality control methods to ensure that our employees are providing superior service.
- Our experienced management team will be providing the support to this project to ensure that the City of Stonecrest becomes one of our long-standing satisfied customers.

SAFETY DATA SHEET

pH7Q

Section 1. Identification

GHS product identifier : pH7Q

Product code : 316

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Identified uses

Disinfectant

Uses advised against	Reason
For Industrial and Institutional Use Only	-

Supplier's details : Betco Corporation
400 Van Camp Road
Bowling Green, Ohio 43402
www.betco.com
888-462-3826

Emergency telephone number (with hours of operation) : Chemtrec (800) 424-9300 24 hour

EPA Details : EPA Statement:
This chemical is a product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-EPA registered chemicals. Below is the signal word as required on the label:

EPA Establishment Number : 4170

EPA Registration Number : 47371-131

EPA Signal Word : Danger

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : SKIN IRRITATION - Category 2
SERIOUS EYE DAMAGE - Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : Causes serious eye damage.
Causes skin irritation.

Precautionary statements

Section 2. Hazards identification

Prevention : Wear protective gloves. Wear eye or face protection: Recommended: safety glasses. Wash hands thoroughly after handling.

Response : IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy t do. Continue rinsing. Immediately call a POISON CENTER or physician.

Storage : Not applicable.

Disposal : Not applicable.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

Ingredient name	%	CAS number
didecyldimethylammonium chloride	≤3	7173-51-5
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	≤1.8	68424-85-1

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician.

Inhalation : Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place i recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

Skin contact : Get medical attention immediately. Call a poison center or physician. Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Chemical burns must be treated promptly by a physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway.

Section 4. First aid measures

Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : No known significant effects or critical hazards.

Skin contact : Causes skin irritation.

Ingestion : No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following:
pain
watering
redness

Inhalation : No specific data.

Skin contact : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur

Ingestion : Adverse symptoms may include the following:
stomach pains

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed. Th exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : In a fire or if heated, a pressure increase will occur and the container may burst.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
nitrogen oxides
halogenated compounds
metal oxide/oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Section 5. Fire-fighting measures

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuat surrounding areas. Keep unnecessary and unprotected personnel from entering. Do nc touch or walk through spilled material. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information ir Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains an sewers. Inform the relevant authorities if the product has caused environmental pollutio (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Approach release from upwin Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. If during normal use th material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handle stored and processed. Workers should wash hands and face before eating, drinking an smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Keep container tightly closed an sealed until ready for use. Containers that have been opened must be carefully reseale and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
didecyldimethylammonium chloride Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	None. None.

Appropriate engineering controls : If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure the comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriat techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety shower are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gase or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead. Recommended: safety glasses

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be note that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handlin this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respirato protection program to ensure proper fitting, training, and other important aspects of use.

Personal protective equipment (Pictograms) :



Section 9. Physical and chemical properties

Appearance

Physical state : Liquid.

Color : Yellow.

Odor : Lemon-like.

Odor threshold : Not available.

pH : 7.2 to 8.2

Melting point : Not available.

Boiling point : Not available.

Flash point : Closed cup: Not applicable. [Product does not sustain combustion.]

Evaporation rate : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive (flammable) limits : Not available.

Vapor pressure : Not available.

Vapor density : Not available.

Relative density : 0.998

Solubility : Easily soluble in the following materials: cold water and hot water.

Solubility in water : Not available.

Partition coefficient: n-octanol/water : Not available.

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Viscosity : Not available.

Flow time (ISO 2431) : Not available.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : No specific data.

Incompatible materials : Not available.

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Section 11. Toxicological information

Product/ingredient name	Result	Species	Dose	Exposure
didecyldimethylammonium chloride	LD50 Oral	Rat	84 mg/kg	-
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	LD50 Oral	Rat	426 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
didecyldimethylammonium chloride	Skin - Severe irritant	Rabbit	-	500 milligrams	-
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	Skin - Severe irritant	Rabbit	-	25 milligrams	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal.
Routes of entry not anticipated: Inhalation.

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : No known significant effects or critical hazards.

Skin contact : Causes skin irritation.

Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:
pain
watering
redness

Inhalation : No specific data.

Section 11. Toxicological information

Skin contact : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur

Ingestion : Adverse symptoms may include the following:
stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Route	ATE value
Oral	26843.1 mg/kg
Inhalation (vapors)	415.88 mg/l

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
didecyldimethylammonium chloride	Acute EC50 110 µg/l Fresh water	Algae - Chlorella pyrenoidosa - Exponential growth phase	72 hours
	Acute EC50 14.22 ppb Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 18 ppb Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 39 µg/l Marine water	Crustaceans - Americamysis bahia - Juvenile (Fledgling, Hatchling, Weanling)	48 hours
	Acute LC50 0.01 µg/l Fresh water	Fish - Acipenser transmontanus - Larvae	96 hours
	Chronic NOEC 25 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata - Exponential growth phase	72 hours
	Chronic NOEC 125 µg/l Fresh water	Daphnia - Daphnia magna	21 days
Quaternary ammonium compounds, benzyl-	Acute EC50 37 ppb Fresh water	Daphnia - Daphnia magna	48 hours

Section 12. Ecological information

C12-16-alkyldimethyl, chlorides	Acute LC50 64 ppb Fresh water Chronic NOEC 4.15 ppb Fresh water Chronic NOEC 32.2 ppb	Fish - Oncorhynchus mykiss Daphnia - Daphnia magna Fish - Pimephales promelas	96 hours 21 days 34 days

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Mobility in soil

Soil/water partition coefficient (K_{OC}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal o this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regiona local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains an sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	ADR/RID	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-	-
Packing group	-	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.	No.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Section 14. Transport information

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 4(a) proposed test rules**: Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides

TSCA 8(a) CDR Exempt/Partial exemption: Not determined

Clean Water Act (CWA) 307: 3,7-dimethyloct-6-enenitrile

Clean Water Act (CWA) 311: edetic acid; sodium hydroxide

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : SKIN IRRITATION - Category 2
SERIOUS EYE DAMAGE - Category 1

Composition/information on ingredients

Name	%	Classification
didecyldimethylammonium chloride	≤3	ACUTE TOXICITY (inhalation) - Category 4 SKIN CORROSION - Category 1B SERIOUS EYE DAMAGE - Category 1
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	≤1.8	ACUTE TOXICITY (oral) - Category 4 SKIN CORROSION - Category 1B SERIOUS EYE DAMAGE - Category 1

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : The following components are listed: ETHYL ALCOHOL; ALCOHOL

Pennsylvania : The following components are listed: DENATURED ALCOHOL; ETHANOL

California Prop. 65

This product does not require a Safe Harbor warning under California Prop. 65.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol

Section 15. Regulatory information

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia	:	Not determined.
Canada	:	Not determined.
China	:	Not determined.
Europe	:	Not determined.
Japan	:	**Japan inventory (ENCS)**: Not determined. **Japan inventory (ISHL)**: Not determined.
Malaysia	:	Not determined
New Zealand	:	Not determined.
Philippines	:	Not determined.
Republic of Korea	:	Not determined.
Taiwan	:	Not determined.
Thailand	:	Not determined.
Turkey	:	Not determined.
United States	:	All components are listed or exempted.
Viet Nam	:	Not determined.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	/	3
Flammability		0
Physical hazards		0

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)



Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is nc the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Section 16. Other information

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
SKIN IRRITATION - Category 2	Calculation method
SERIOUS EYE DAMAGE - Category 1	Calculation method

History

Date of printing : 4/6/2020

Date of issue/Date of revision : 4/6/2020

Date of previous issue : 11/19/2019

Version : 2.01

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

References : Not available.

Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

CITY COUNCIL AGENDA ITEM

SUBJECT: Parks and Sports Field Maintenance Contract Approval

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, January 24, 2022

SUBMITTED BY: Gia Scruggs, Finance Department

PRESENTER: Gia Scruggs

PURPOSE: The Finance Department published solicitation number 2021-2026 for parks and sports field maintenance on October 13, 2021. The solicitation closed on November 18, 2021. There were seven vendors that responded to the solicitation. The evaluation committee completed evaluations and all documentation was provided to the Finance Director. The recommendation is to award the maintenance contract to Grand Landscapes for an initial annual contract amount of $443,543.97. Grand Landscapes is an established landscaping and ground keeping company that is located very near the City of Stonecrest. This contract will be funded from the General Fund – Facilities & Building/City Hall. This contract includes four optional years. Upon approval of this contract, the Optech contract will be amended to reflect the change in service delivery.

FACTS: Click or tap here to enter text.

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

RECOMMENDED ACTION: Approve

CITY COUNCIL AGENDA ITEM

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

SUBJECT: Ongoing Municipal Engineering and Professional Services

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**

Current Council Meeting: Monday, January 24, 2022

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Gia Scruggs

PURPOSE: As a part of the City's transition to in-house services, the Finance Department published a solicitation for Ongoing Municipal Engineering and Professional Services.

FACTS: The Finance Department published solicitation number 2021-2028 on November 3, 2021. The solicitation closed on January 4, 2022. There were two vendors that responded to the solicitation. The evaluation committee completed evaluations and all documentation was provided to the Finance Director. The recommendation is to award the Ongoing Municipal Engineering and Professional Services Contract to Lowe Engineering for an initial annual contract amount of $1,296,880.08. Lowe Engineering, LLC (LOWE) partnered with Corporate Environmental Risk Management, LLC (CERM) in a joint venture to respond to this request for proposal. Lowe has been providing municipal engineering and professional services for over 64 years. Lowe has worked with several municipalities and county government in DeKalb County. Lowe is headquartered in Atlanta, GA. CERM is headquartered in DeKalb County performing engineering, environmental, and program management work. This contract will be funded from the General Fund – Engineering and SPLOST – Professional Services.

OPTIONS: Approve, Deny, Defer

CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - NEW_ATTACH (1) Bid Summary
(2) Attachment 2 - NEW_ATTACH (2) Draft Contract
(3) Attachment 3 - NEW_ATTACH (3) Vendor Proposal

Ongoing Municipal Engineering and Professional Services No. 2021-028			Grice Consulting Group	Lowe Engineering
Item No.	Evaluation Criteria			
	Section 1 - Qualifications and Experience			
	Total Section 1	**500**	**311.67**	**485**
	Section 2 - Methodology	**Maximum Points**		
	Total Section 2	**500**	233.33	483.33
	Total Points Section 1 + Section 2		545.00	968.33
	Cost			
	Year 1		$3,180,240.00	$1,296,880.08
	Year 2		$3,339,252.00	$1,335,786.48
	Year 3		$3,506,214.60	$1,375,860.12
	Year 4		$3,681,525.36	$1,417,135.92
	Year 5		$3,865,601.64	$1,459,650.00
			$17,572,833.60	$6,885,312.60

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this ____day of _____, 20__, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and Lowes Engineering, LLC., 990 Hammond Drive, Suite 900, Sandy Springs, GA 30328 ("Contractor").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing ongoing municipal engineering and professional services;

WHEREAS, Contractor submitted a response to the City's Request for Proposal 2021-028 which was selected by the City as the most responsive;

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, whichever occurs sooner ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein.

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. <u>TERMINATION FOR CONVENIENCE</u>. 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. <u>DISPUTES.</u> 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 Indemnitee 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

With copies to:

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

If to the Contractor:
Managing Partner
Lowe Engineers, LLC
Jon Drysdale
990 Hammond Drive, Suite 900
Sandy Springs, GA 30328

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

The scope of services includes but is not to be limited to the following:

1) Develop work plans to maintain and implement processes required to oversee a limited scope of Public Works in the City of Stonecrest. (DeKalb County has primary responsibility for Public Works.)

2) Track, monitor and oversee the Public Works infrastructure of the City in accordance with State and Federal Law, in accordance with public safety, and utilizing best management practices. Oversee and manage the work of the City's right-of-way maintenance contractor to ensure that all services are performed in accordance with the contract as well as all relevant standards and guidelines. City infrastructure shall include the transportation system, traffic signals, sidewalks and all other right-of-way features, stormwater conveyance and treatment facilities, parks and open space facilities and equipment, and public buildings and facilities.

3) Develop cost estimates and manage costs within the Public Works maintenance budget.

4) Develop and manage the City's Capital Improvement Program (CIP) including project scopes, cost estimates, project schedules and other relevant information. CIP should extend at least five (5) years into the future and be updated annually on a timeline as mutually agreed to with the City.

5) Perform engineering design for City construction projects with estimated construction costs under $50,000 unless exceptional outside expertise is required. Design work should include the development of all plans, specifications, cost estimates, bid packages and other relevant documentation.

6) Provide on-site engineering staff at Stonecrest City Hall including one (1) member of the team to be designated as the "City Engineer". Number of staff assigned to City Hall shall be adequate to perform the duties and functions noted herein. The City Engineer and at least one (1) other team member shall be licensed Professional Engineers in the State of Georgia, or able to obtain their GA PE through reciprocity within six (6) months of appointment. However, the City Engineer must be a GA PE at time of appointment.

7) Attend regular and special-called Council meetings, both virtually and in-person, prepare presentation materials and make presentations on technical topics of interest

and concern to the Council, as assigned by the City Manager of designee. Facilitate assigned committee meetings including development of agendas, preparation of presentation materials and development of meeting minutes. Attend town hall and neighborhood meetings as requested. Meetings outside work hours are an expected part of this assignment.

8) Maintain a safety program for all staff in compliance with all State and Federal laws. Ensure that all assigned engineering staff are provided with regular safety training on an on-going basis.

9) Ensure a proper Hazardous Material Plan for all City facilities, which meets all State and Federal requirements, is maintained.

10) Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.

11) All Contractors and subcontractors shall carry full insurance with the City named as an additional insured as appropriate.

12) Prepare reports on community development planning, facilities planning, environmental and subdivision drainage reviews and analysis to include soils and traffic, for public works improvements and utility systems expansion and improvements to include; water, wastewater, and other municipal projects, as needed.

13) The firm shall complete all work according to proposed project timeline and shall provide all deliverables in a timely manner and within the cost and guidelines of the contract.

14) The firm shall provide documentation of performance measurements for each project. Documentation will be delivered to the City in accordance with the schedule agreed to by both parties and may include a checklist for project coordination and project meeting review, and conformance to assigned design schedules.

15) The Contractor and the City shall mutually agree to a schedule for Progress reporting for each project. Progress reporting shall include, but is not limited to, critical path design schedule with defined milestones, meeting minutes, with assigned action items, telephone log of significant calls, transmittal and submittal logs, job site inspection reports and other relevant information.

16) Review site plans submitted by developers/contractors for new developments in the City of Stonecrest. Review hydrological studies for accuracy along with street designs and traffic control measures for new developments. Perform all necessary field inspections to ensure work within the right-of-way or involving City infrastructure, is being performed properly and in accordance with all approved plans and specifications.

17) Review and investigate complaints submitted to the City regarding the performance of existing storm water management facilities such as detention ponds, catch basins, storm water piping, etc., roadway conditions, traffic signals, pavement markings, traffic control signs and all other infrastructure under the City's control and authority.

EXHIBIT B

COST PROPOSAL

(ATTACHED)

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 Date
(Contractor Signature)

_____
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.GA. § 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 Date
(Contractor Name)

_____
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).

Proposal for

RFP No. 2021-028 Ongoing Municipal Engineering and Professional Services

December 6, 2021





LOWE ENGINEERS | C·E·R·M

December 3, 2021

Department of Purchasing and Contracting
3120 Stonecrest Boulevard
Stonecrest, GA 30038

RE: RFP No. 2021-028 Ongoing Municipal Engineering and Professional Services

Dear Sir or Madam,

Lowe Engineers, LLC (Lowe) and Corporate Environmental Risk Management, LLC (CERM) have partnered in a joint venture, LOWE/CERM, to respond to this Request for Proposal. We appreciate this opportunity to present our response and would be delighted to serve the City of Stonecrest in this capacity. Together, and individually, we offer knowledgeable, skilled, and professional staff who provide exceptional services for our clients. Lowe and CERM have worked jointly on a number of projects for more than 10 years, including working together on contracts in DeKalb County, Gwinnett County, and the City of Doraville. This joint venture is thus a natural fit given the positive working relationship shared by the two firms.

Established in 1957, Lowe Engineers is a Service-Disabled Veteran-Owned Small Business (SDVOSB) providing municipal services, surveying, mapping, civil engineering, urban design, traffic, and transportation engineering, as well as planning services for both the public and private sectors. Our executive management, technical support, and field personnel have backgrounds in a broad range of specialties and seamlessly work together to provide clients with comprehensive services and support through every phase of design, development, and construction, from conceptual planning and field surveys to design, cost estimating and bid coordination, project management, and construction supervision. Each Lowe employee is a valuable source of knowledge, information, and learning that can be tapped for enormous benefits.

Lowe has been providing municipal engineering and professional services ongoing for over 64 years. When it comes to these services, Lowe has longstanding relationships and familiarity with the cities of Brookhaven, Dunwoody, Doraville, Sandy Springs, and Johns Creek, among other municipalities. We've also performed similar services for DeKalb County, some of which is SPLOST-related.

CERM is a full-service DeKalb County headquartered engineering, environmental, and program management firm with more than 100 dedicated technical service and project management professionals. Founded in 1995 at the South DeKalb Business Incubator, the company offers a tailored service approach to solve engineering, environmental, and construction challenges on time and within budget. As the 2020 U.S. Department of Commerce National Minority Construction Services Company of the Year, CERM takes pride in providing customized solutions to their energy, environmental, facilities, federal, water resources and transportation clients throughout the Southeastern United States. The firm's project delivery process is built on a client-centered approach. This affords them the chance to truly partner with clients to achieve the best outcomes to meet their needs. CERM is providing program management services to DeKalb County Government, DeKalb County's School District, Rockdale County, City of Atlanta, MARTA, and the Georgia Department of Transportation on similar infrastructure projects.

LOWE/CERM will be led by Hari Karikaran, PE, and consists of experts with considerable experience in a broad spectrum of municipal and public works services. This expertise, together, makes this joint venture organizationally structured to optimize collaboration and coordination—thus increasing efficiency and saving dollars.

CAPABILITIES AND STRENGTHS

- Project Management
- Capital Infrastructure Project Development and Management
- Civil Site Engineering
- Water Resources
- Stormwater Management
- Municipal Services
- Program Management
- Transportation Engineering
- Traffic Engineering
- Surveying
- Remote Sensing
- Geospatial/Mapping/GIS
- Construction Management
- Environmental Services
- Geotechnical Services
- Safety Management

RESPONSIVENESS

Employing highly motivated and qualified staff, the latest and best management practices, and advanced technology, LOWE/CERM provides a level of responsiveness that can be hard to find in the traditional delivery of similar services.

LONGEVITY

Both organizations are established Atlanta firms with a long track record of stability and continually expanding their respective capabilities, resources, and geographic reach to significantly increase our capacity to serve the needs of the Atlanta metro area.

BENEFITS TO THE CITY OF STONECREST

- WE ARE RESPONSIVE – We are responsive in all areas of communication including emails, text messages, phone communication, and any written correspondence.
- WE ARE LOCAL – Headquartered in metro Atlanta, we have tremendous local expertise.
- WE ARE EXPERIENCED – Our staff have considerable experience in all technical areas anticipated.
- WE ARE YOUR PARTNER – Your goals become our goals as a partner in accomplishing them.
- WE ARE RESOURCED – With a broad array of in-house expertise, we have the resources required to effectively complete any project the City needs completed.

The reputation of both firms shows each is a first-rate provider of municipal and professional services for local government. This is not only grounded in considerable experience and expertise, which is extremely valuable to the City, it is based on longstanding commitment to going the extra mile for our customers. As a result, we attract repeat business, and contracts with us are frequently renewed year after year. Our success is founded on what clearly sets us apart:

- Strong Project and Program Management
- Knowledgeable and Motivated Staff
- Extensive Use of Technology
- Innovative Cost Management
- Friendly, Reliable Service
- Best Industry Practices
- Proven Performance
- Responsive Communication
- Quality Assurance and Attention to Detail
- Positive, Long-Term Relationships

Thank you again for the opportunity to submit our qualifications for this solicitation. We would appreciate the chance to present our team, qualifications, and project approach in person. I am happy to help with any questions. As the proposed City Engineer, Hari Karikaran, PE also serves as LOWE/CERM's primary contact for this response. He can be reached by phone at 470.885.9663 or email at hari.karikaran@loweengineers.com.

Sincerely,



Jon Drysdale, PE
Managing Partner
Lowe Engineers, LLC



Albert G. Edwards
President, CEO
Corporate Environmental Risk Management, LLC

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FORMS & SUPPORTING DOCUMENTS

EXHIBITS D-F
REQUEST FOR PROPOSAL APPLICATION
CONFLICT OF INTEREST DISCLOSURE
CERTIFICATE AND ACKNOWLEDGEMENT
CERTIFICATE OF INCORPORATION
CORPORATE SEAL & LIST OF PRINCIPALS
CONTRACT EXCEPTIONS

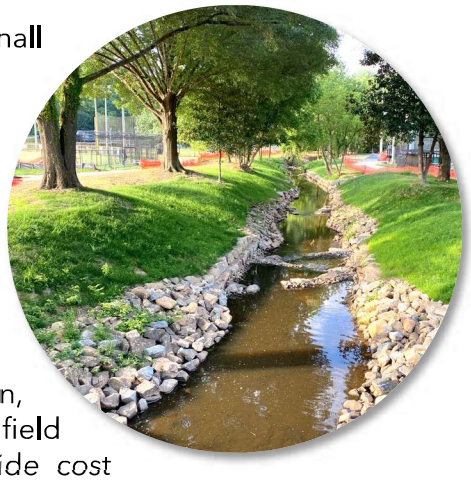
FINANCIAL STATEMENTS



QUALIFICATIONS AND EXPERIENCE

FIRM HISTORY & CAPABILITIES

ABOUT LOWE



Lowe Engineers, LLC (Lowe) is a Service-Disabled Veteran-Owned Small Business and Small Business Enterprise (SBE) providing municipal services, stormwater and drainage management, civil engineering, fire hydrant and potable water engineering, sanitary sewer engineering, program management, traffic engineering, transportation engineering, as well as surveying and GIS/mapping services for a wide variety of clients from our headquarters in Atlanta, Georgia for nearly 65 years. Our professional and knowledgeable staff understands requirements of state, federal, and local governments, and regulatory agencies.

We provide comprehensive services, supporting all aspects of design, development, and construction processes, from conceptual planning and field surveys to design and specifications for construction. We also provide cost estimating and bid coordination services, project management, and construction supervision. Lowe is a turnkey operation tailored to meet the demands of our diverse clientele. Our expertise in the services we provide is a result of a targeted growth plan that integrates the technical superiority of equipment and staff with service excellence and ethical management standards. This has, today, positioned Lowe as a forward-thinking industry leader at the forefront of technology, with skilled staff and integrated management systems.

Lowe's headquarters office, and the office from which the project will be managed from, is located at: 990 Hammond Drive, Suite 900, Atlanta, GA 30328.

CAPABILITIES AND STRENGTHS

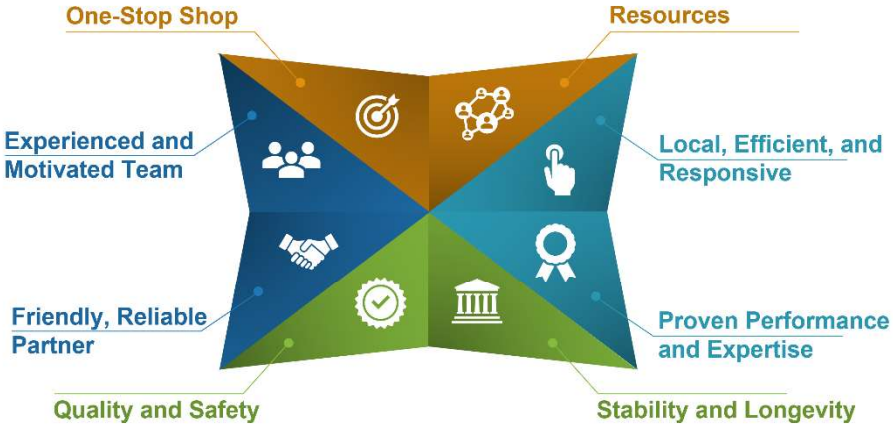
Among Lowe's strengths is its breadth of in-house services organizationally structured to optimize collaboration and coordination, thus increasing efficiency and saving dollars.

- Municipal Services
- Program Management
- Engineering Design and Plan Review
- CIP Development and Management
- Water Resources and H&H Studies
- Stormwater Management
- Potable Water and Sanitary Sewer Services
- Transportation Engineering and Right-of-Way Management
- Traffic Engineering
- Land and Hydrographic Surveying
- Remote Sensing and Scanning
- Geospatial / Mapping / GIS Services
- Utilities Coordination / SUE
- Construction Management
- Construction Surveying and Layout
- Parks and Facilities Management
- Customer Service Response



LOWE IS RESPONSIVE AND TIMELY

Employing highly motivated and qualified staff, the latest and best management practices, and advanced technology, Lowe provides a level of responsiveness that can be hard to find in the traditional delivery of similar services. And because all of our staffing and equipment resources are in-house and our headquarters office is centrally located in the Atlanta metro area, Lowe can mobilize our resources in less than an hour.



LOWE IS COST EFFICIENT

From many years of experience, Lowe uses the following procedures and processes to control costs. Lowe frequently works within restricted budgets and has considerable experience providing cost-effective, low maintenance, energy-efficient, durable, and flexible design solutions for clients at all levels. We achieve this by using talented and motivated staff, reviewing project budgets with our clients on a regular basis throughout every project phase, and utilizing continuous analyses by project management of operations to continually track and control costs, all while in close communication with all relevant offices, agencies, and other stakeholders.

Lowe Engineers offers superior leadership, world-class expertise, innovative solutions, state-of-the-art technology, and exceptional workmanship.





INVOLVEMENT WITH SIMILAR PROJECTS

Illustrated in the matrix below is a list of ongoing and recent experience Lowe has with local entities of various sizes, including those of similar size to the City of Stonecrest. Relevant to this scope of work is also our experience with the Georgia Department of Transportation (GDOT). At the federal level, Lowe has provided engineering and design services, as well as stormwater system design, utility coordination, along with permitting and regulatory compliance, primarily for the U.S. Corps of Engineers.

	Engineering and Design	Sidewalks, Trails, Streetscaping	Parks and Facilities	Stormwater Infrastructure Management, MS4	Stormwater Utility Administration	Traffic Engineering, Studies, and Management	Bridges	Signal and Sign Maintenance Striping	Utility Coordination	Permitting and Regulatory Compliance	Pavement Management	Construction Management Inspections, Testing	Communications	Budgeting and Cost Management	Program Administration
Atlanta	●	●	●	●		●		●	●	●				●	●
Augusta	●	●	●						●			●		●	●
Austell	●	●				●		●	●	●		●		●	●
Ball Ground	●	●	●			●		●	●	●		●		●	●
Brookhaven	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Canton				●						●				●	
Chamblee	●	●	●	●		●		●	●	●	●	●		●	●
Dunwoody	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
East Point	●	●	●	●		●		●	●	●	●			●	●
Griffin				●			●		●	●				●	●
Johns Creek	●	●		●		●	●	●	●	●	●	●		●	●
Milton	●	●		●		●	●		●	●	●	●		●	●
Newnan						●								●	
Sandy Springs	●	●	●	●		●	●	●	●	●	●	●	●	●	●
Tucker	●	●	●			●		●			●		●	●	●
Union City	●	●	●	●		●		●	●	●	●	●	●	●	●
Cobb County	●	●				●		●	●				●	●	●
DeKalb County	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Forsyth County	●					●			●					●	●
Gwinnett County	●	●				●	●	●	●					●	●
Henry County	●			●			●		●	●		●		●	●
Rockdale County	●	●				●		●	●					●	●
Buckhead CID	●	●		●		●		●	●	●	●			●	●
Perimeter CID	●	●				●		●	●		●	●		●	●
GDOT	●	●		●		●	●	●	●	●	●		●	●	●

ABOUT CERM

Corporate Environmental Risk Management, LLC (CERM) is a full-service engineering, environmental, and program management firm with more than 100 dedicated technical service and project management professionals. We offer a tailored service approach to solve engineering, environmental, and construction challenges on time and within budget. As a National Award-winning Minority Business Enterprise (MBE) headquartered in DeKalb County, we take pride in providing customized solutions to our energy, environmental, facilities, federal, water resources and transportation clients throughout the Southeastern United States. Our project delivery process is built on a client-centered approach. This affords us the chance to truly partner with our clients to achieve the best outcomes to meet their needs.



Our company-wide services encompass six essential areas: Construction Management, Engineering Services, Environmental Management, Program Management, Remediation & Contracting and Survey & Mapping. CERM has successfully provided on-call engineering and professional services to municipal clients in the metro Atlanta area and SE region. Some of our recent work experience includes service to municipal clients under the following contracts:

- DeKalb County Department of Watershed CIP Program Management
- DeKalb County Department of Watershed Management Consent Decree Program
- Renew Atlanta/TSPLOST Program
- Rockdale County Water Department-Staff Augmentation Support & Asset Inventory
- Rockdale County Stormwater Staff Augmentation Services
- Mobile Area Water and Sewer System On-Call Professional Services

Corporate Headquarters

1990 Lakeside Parkway Ste 300
Tucker, Georgia 30084
678-999-0173

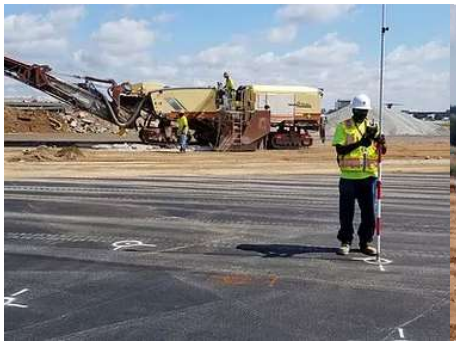
Alabama Regional Office

958 Daphne Street
Mobile, Alabama 36604
678-999-0173

Florida Regional Office

4767 New Broad Street Ste 255
Orlando, FL 32814
404-514-2717

Since our founding in 1995, CERM has consistently been recognized for our quality and commitment to partnership. Our recent honors include the 2021 Maynard H. Jackson Jr. Legacy Award leadership award at Hartsfield-Jackson Atlanta International Airport's annual ATL Next Industry Day, U.S. Department of Commerce MBDA Construction Firm of the Year (2020), PSMJ Building a Better World Award (2019), the ACEC Engineering Excellence National Recognition Award (2018), the ACEC Alabama Engineering Excellence Merit Award (2017), the Atlanta Tribune Minority Business of the Year (2016) and the COMTO Atlanta Transportation Trailblazer of the Year Award (2015).





CAPABILITIES AND STRENGTHS

- Environmental Study and Document Preparation
- Geotechnical Services
- Biological Monitoring
- Safety Management
- Municipal Services
- Project Management
- Engineering Design and Plan Review
- CIP Development and Management
- Water Resources and H&H Studies
- Stormwater Management
- Potable Water and Sanitary Sewer Services
- Right-of-Way Management
- Surveying
- Utilities Coordination / SUE
- Construction Management
- Construction Surveying and Layout
- Customer Service Response

FIRM EXPERIENCE

PROJECT: Program Management
LOCATION: Dunwoody, GA
PROJECT DATES: 2009 – 2024
REFERENCE: Michael Smith, Public Works Director
678.382.6700, michael.smith@dunwoodyga.gov

Selected by the newly incorporated City of Dunwoody in 2008 to be its first and only service provider for Public Works and Parks and Recreation, Lowe has since managed all operations, engineering, design, planning, capital projects, transportation enhancement (TE) projects, construction management, inspection, and maintenance work as part of a public-private partnership. Lowe's core municipal team consists of oversight, engineering and technical, as well as key administrative staff to support City officials. Service area responsibilities include planning, design, GIS, stormwater, plan review, budgeting, scheduling, survey, maintenance, traffic, transportation, parks, facilities, and construction management.

Lowe recognized Dunwoody's distinctive differences and helped them create a Public Works department that is responsive to their specific needs.

Lowe provides 24-hour on-call personnel to handle public works-related emergencies. This function is essential to providing responsive services to citizens when they need it most. Lowe accomplishes this on an annual lump sum contract basis, negotiated as part of the City budget. This allows the City a firm budget amount for public works. Staff needs are adjusted in this lump-sum budget to meet project needs. Cityworks is used for asset and work order management.

Some of our accomplishments:

- Inventoried and created GIS database of over 13,000 stormwater assets, 150 miles of roadway, 60 miles of sidewalk, 3,000 signs, and 58 traffic signals





PROJECT STAFF

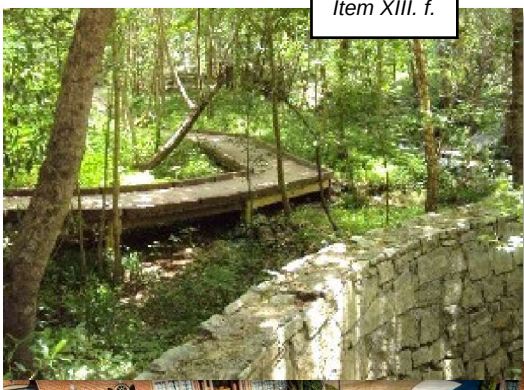
LOWE ENGINEERS, LLC

JON DRYSDALE, PE
CARL THOMAS, CSM, CFM
ISHRI SANKAR, PE
GREG WILSON, PE
CODY DALLAS
TODD MEADOWS,PE
DAVID AYERS
DALE HARRIS
GABE NEPS
RACHEL WALDRON
SAMEER PATHARKAR, PE
ELI VEITH, PE, PTOE
BILL DANIEL, PLS, CP
STEPHANIE STACK, GISP

- Secured $100,000 in FEMA disaster relief funding to repair failed stormwater pipes
- Signal equipment upgrades - obtained over $50,000 of signal equipment upgrades from Georgia DOT to modernize 13 intersections at no cost to the City
- Dunwoody Village Parkway streetscape project - secured over $1.1 million in funding
- Participated in and directed establishment of a Transportation Master Plan and a Parks and Recreation Master Plan
- Repairs – Over 3,700 street, signal, sign, sidewalk and stormwater repairs including over 100 emergency repairs

Project Services

- Performs as City Representative
- Planning, Budgeting, Forecasting, and Scheduling
- Capital Projects and Infrastructure Management/Maintenance
- Stakeholder Coordination
- Engineering Design and Plan Review
- Stormwater Master Plan Development
- Stormwater Utility Management
- Stormwater Inventory, MS4, Assessment, Planning, and Reporting
- Watershed Improvements, including Studies, Stream Restorations, Drainage Improvements, and H&H Analyses
- Bid Phase Services
- Parks & Recreation Planning, Maintenance and Management
- Roadway Design and Intersection Improvements
- Streetscaping, Grassing, Street and Right-of-Way Maintenance
- Traffic Control and Signal Maintenance
- Water and Sewer System Assessment, Design, and Maintenance
- Erosion Control and Retaining Wall Construction
- Paving Operations Oversight, Pavement Evaluation/Assessment
- Staffing and Procurement Oversight
- Records Maintenance
- Facilities Management
- Utility Coordination
- Sidewalk and Trail Improvements
- Conducting Pre-Construction and Regular Progress Meetings
- Materials Testing Oversight
- Review and Verification of Contractor Performance
- Contractor Invoice and Payment Management
- Specifications Compliance
- Permitting and Permit Compliance
- Regular Progress Reporting
- Construction Management and Inspection
- Project Close-Out Documentation and O&M
- Public Outreach and Resolving Citizen Concerns
- Special Projects, as funded









PROJECT: Program Management
LOCATION: Brookhaven, GA
PROJECT DATES: 2013 – 2026
REFERENCE: Christian Sigman, City Manager
404.637.0513, christian.sigman@brookhavenga.gov

Lowe was selected in 2013 to be the City of Brookhaven's first service provider for Public Works under a public-private partnership. A core team of Lowe program and project managers, engineers and support staff work onsite from City offices to manage all engineering, design, planning, capital projects, public outreach, construction management, inspections, and maintenance work for public works operations. Lowe staff is responsive to the citizens on a 24-hour/7-days a week basis.

Under Lowe's program and project management are the annual maintenance and construction of infrastructure, including streets, sidewalks, street signs, traffic signals, and stormwater structures. Both CitySource and CityWorks software are utilized.

Lowe further maintains records of all work orders, sets work priorities, and monitors progress. The work order list is updated daily and the team meets with maintenance crews weekly to review work activities and convey expectations. Lowe has developed performance measures to establish expected completion times based on assigned work order priority. We then review work with the contractor(s) to improve performance.

Projects have also included surveying, traffic engineering, streetscape design and construction, pedestrian and bikeway facility improvements, a traffic management and control system, road widenings, roadway and intersection improvements, as well as a new highway interchange.

Annual maintenance budgets are currently being executed for:





PROJECT STAFF

LOWE ENGINEERS, LLC

JON DRYSDALE, PE
HARI KARIKARAN, PE
RICHARD MEEHAN, PE
ELI VEITH, PE, PTOE
BILL DANIEL, PLS, CP
STEPHANIE STACK, GISP
GERREN FRANCIS

Project Services

- Full-Time On-Site Staff
- CIP Management / SPLOST Management
- Project Management
- Planning, Budgeting, Forecasting, and Scheduling
- Capital Projects and Infrastructure Management/Maintenance
- Engineering Design and Plan Review
- Stormwater Master Plan Development
- Stormwater Utility Management
- Stormwater Management Facility Design
- MS4 Compliance
- Stormwater Planning and Reporting
- Watershed Improvements, including Studies, Stream Restorations, Drainage Improvements, and H&H Analyses
- Bid Phase Services
- Best Management Practices Design
- Facilities Management
- Roadway Design and Intersection Improvements
- Street Maintenance
- Traffic Control and Signal Maintenance
- Paving Operations Oversight, Pavement Evaluation/Assessment
- Erosion Control and Retaining Wall Construction
- Streetscaping, Grassing
- Stakeholder Coordination
- Staffing and Procurement Oversight
- Records Maintenance
- Right-of-Way Maintenance
- Utility Coordination
- Sidewalk and Trail Improvements
- Materials Testing Oversight
- Federal, State, and Local Specifications Compliance
- Permitting and Permit Compliance
- Regular Progress Reporting
- Project Close-Out Documentation and O&M
- Public Outreach and Responding to Citizen Concerns
- Special Projects, as funded









PROJECT: SPLOST Program Management Services
LOCATION: DeKalb County, GA
PROJECT DATES: 2018 – Present
REFERENCE: Chris Kingsbury, Project Manager, Atlas
770.263.5945, chris.kingsbury@oneatlas.com

As a subconsultant to Atlas Technical Consultants, LLC, Lowe provides a broad array of task order services that includes, and may not be limited to, design management (e.g., conduct status review meetings, perform plan reviews, review cost estimates, providing constructability reviews, etc.), right-of-way and land acquisition coordination (e.g., review right-of-way easements and parcel acquisition plans, coordinate with GDOT when appropriate, prepare certification package, coordinate closings, etc.), stakeholder coordination and reporting (e.g., coordinate and attend public information meetings, provide utility coordination, provide regular status updates, etc.), construction quality assurance (e.g., support RFP/bid process, prepare bid documents using County standards, support project kick-off, NTP, and/or pre-construction meetings, etc.), construction management (e.g., provide inspection services and quality verifications, coordinate resolution of minor field issues, maintain project files, photos, and aerial documentation, review contractor payment applications, conduct final walk-through, etc.), program reporting (e.g., provide monthly project progress reports for stakeholder information, provide project control information for budgeting and scheduling, etc.), as well as administrative requirements (e.g., interfacing with various County departments, providing and maintaining detailed project records, as well as participate, as needed, in County and/or SPLOST financial audits, etc.).

Task orders completed thus far, or are still in progress, include LMIG pavement inspection and park improvements. Major tasks for pavement inspection included assisting with development of a white paper to analyze and procure automated pavement evaluation software and programs. Major tasks for parks includes, but is not limited to, working with Program Managers to coordinate proposed park improvements. Lowe also provides CEI services, as needed, for parks, roadway, and sidewalk projects.









PROJECT STAFF

LOWE ENGINEERS, LLC

JON DRYSDALE, PE
HARI KARIKARAN, PE
TODD MEADOWS, PE
DAVID AYERS

Park improvement projects have included regrading of a common practice area between two youth ballfields at Medlock Park with design involving revising the surface grades for stormwater conveyance away from the fields and into an underground stormwater collection system discharging into an adjacent drainage swale. Lowe has further completed surveying, design, hydraulic analysis, and stream buffer permitting for WD Thompson Park.

Lowe has provided project management, civil design, and permitting services. A project schedule was developed at the beginning of the project with milestones for client reviews and submittal of drawings for permitting. An estimate of construction costs was provided at each level of review and on a monthly basis to the County CEO's office.

Apart from this work, Lowe provided civil engineering and survey services for the County's Fire and Rescue Training Center. The project involved replacement of the existing training modular classroom buildings and the addition of two new additional modular classroom buildings. An LDP package was prepared and submitted to DeKalb County Development for review. A Sewer Action Plan (SAP) was also prepared, submitted, and approved by the DeKalb County Watershed Department. Biweekly project update meetings held with DeKalb SPLOST, DeKalb County Fire and Rescue, as well as DeKalb County Development. Obstacles included designing and grading bioretention cells within a limited area.

Project Services

- Project Management
- Capital and Facilities Projects
- Park Improvements
- Civil Engineering Design
- Surveying
- Hydrology Study with Hydraulic and Hydrologic Modeling
- Water and Sewer Improvements
- Pavement Inspections
- Plan and Constructability Reviews
- Coordination with state and local agencies
- Bid Phase Services
- Cost Estimating and Scheduling
- Utility Coordination
- Federal, State, and County Specifications Compliance
- Permitting and Permit Compliance
- Stakeholder Coordination
- Regular Progress Reporting
- Construction Management and Inspection, Quality Assurance
- Special Projects, as funded









PROJECT: On-Call Municipal Services
LOCATION: Sandy Springs, GA
PROJECT DATES: 2005 – 2011; 2017 – Present
REFERENCE: John McDonough, Former City Manager
864.232.2273, jmcdonough@greenvillesc.com
Marty Martin, Director of Public Works
770.730.5600, mmartin@sandyspringsga.org

Lowe Engineers' municipal engineering group was a team partner to CH2M Hill, providing program management and municipal services under a public-private partnership. As part of a newly formed City, Lowe staff were instrumental in developing all program initiatives from the ground up to effectively operate a successful public works department. The scope included on-site personnel supporting city officials in the areas of public works, administration, community development, and construction management. Lowe management staff acted as an extension of the city to facilitate delivery of timely services, identify efficiencies to reduce costs, and expedite project procurement and execution timelines. By integrating industry best management practices, project controls were developed to facilitate data-sharing among key work functions to improve and enhance communications.

Currently, Lowe has on-call contracts for transportation design, and has recently completed a citywide inventory of guardrails with an associated multi-year replacement program.









Project Services

- Public Works Administration
- Program and Project Management
- Pre-Construction Planning, Budgeting, and Scheduling
- Management of Capital Improvement Programs
- Master Planning
- Engineering Design and Plan Review

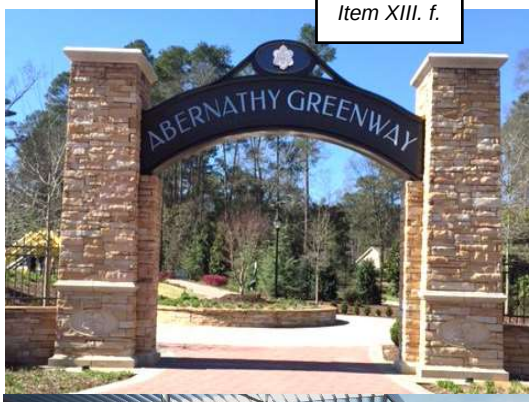
PROJECT STAFF

LOWE ENGINEERS, LLC

GARRIN COLEMAN, PE, LSIT
RICHARD MEEHAN, PE
JON DRYSDALE, PE
BILL DANIEL, PLS, CP

Project Services, contd.

- Pavement Marking and Signage Plans
- Stormwater Management, MS4
- Watershed Improvements, including Studies, Stream Restorations, Drainage Improvements, and H&H Analyses
- Bid Phase Services
- Roadway Design and Intersection Improvements
- Right-of-Way Maintenance
- Pavement Management, Street Maintenance, Streetscaping
- Guardrail Inventory and Assessment
- Traffic Control and Signal Maintenance
- Erosion Control and Retaining Wall Construction
- Records Maintenance
- Utility Coordination
- Design and Review of Sidewalk, Trail, and Pedestrian Improvements
- Cost and schedule development, management, and analysis
- Development and management of construction safety programs
- Procurement and coordination of subcontractor work packages
- Conducting Pre-Construction and Regular Progress Meetings
- Review and Verification of Contractor Performance
- Contractor Invoice and Payment Management
- Specifications Compliance
- Permitting and Permit Compliance
- City Council Budgeting and Reporting
- Regular Progress Reporting
- Construction Management and Inspection
- Project Close-Out Documentation and O&M
- Public Involvement and Meetings
- Resolving Citizen Concerns
- Special Projects, as funded









PROJECT: General Engineering and Stormwater Management
LOCATION: Doraville, GA
PROJECT DATES: 2021 – 2025
REFERENCE: Chris Eldridge, City Manager
770.451.8745, chris.eldridge@doravillega.us

Program and project management, pre-construction, construction, and post-construction closeout services to successfully carry out planning, organization, staffing, coordination, review, and budgeting of the City's stormwater management program, MS4, and capital improvement program. Lowe provides all general engineering services, including design, traffic, transportation, and stormwater management, in addition to CIP management.

Program/Project Management
Assisting City staff in developing priorities for the capital program with a program management plan for all projects. Maintenance of the budget and schedule, establishing project management protocol on appropriate software. Providing detailed forecasting and reporting to City officials on performance, deadlines, and budgetary considerations. Coordination with the annual budget process, long-term capital improvement planning and funding.

Coordination and management of all project phases, from concept to design, engineering, environmental considerations, utilities, permitting, bidding, procurement, to construction through contract closeout and financial reporting. Assistance with grant administration and compliance. Utilizing, coordinating, data entry, and verifying City scheduling, staffing, project management, and financial systems. Responsible for regular and ad hoc updates and reports to City officials. Project services, directly or via coordination thereof on behalf of the City. Working with City staff on public outreach regarding project status. Preparing and attending city council meetings and public hearings.









PROJECT STAFF

LOWE ENGINEERS, LLC

HARI KARIKARAN, PE
JON DRYSDALE, PE
RICHARD MEEHAN, PE
GREG WILSON, PE
CARL THOMAS, CSM, CFM
CODY DALLAS
ELI VEITH, PE, PTOE
BILL DANIEL, PLS, CP
DAVID AYERS

Program and project management, pre-construction, construction, and post-construction closeout services in order to successfully carry out planning, organization, staffing, coordination, review, and budgeting of the City's stormwater management program, MS4, and capital improvement program.

Development of a Stormwater Master Plan, with hydraulic analyses and modeling for new or replacement culverts. Green infrastructure / low-impact design and stormwater BMPs are incorporated into each project, which includes stormwater management facilities, open-channel designs, stream bank restoration, and environmental design services (i.e., life cycle analysis, stream monitoring or impaired stream watershed improvement projects). Development of concept plans, mapping/ surveying data, construction plans, construction documents, erosion and sediment control plans, engineering reports, right-of-way plans, permitting, cost estimates, bid documents, etc., along with provision of professional opinions, plan review, MS4 reporting and compliance, bid-phase services, easement acquisition, etc.

Pre-Construction Services

Pre-construction contractor management and providing qualified technical and professional personnel to perform to City standards and procedures. Offering recommendations on scheduling and phasing of projects, with coordination and support of permit applications. Coordination of structural and independent reviews to verify design integrity, cost-effectiveness, and conformity to current specifications and protocols. Providing utility coordination for all projects to avoid or minimize cost and delays. Engineering support for construction plans along with bid phase services.

Construction Services

Construction management of the entirety of the associated MS4 and SWMP, including change order management, contractor management, administration, construction, engineering, inspection and management of materials, and compliance with City codes, standards and procedures as well as close out services for all projects that meet the standards of any grant awards.

Preparation or validation of construction cost estimates based on preliminary plans and preparation of final estimates and cost comparisons. Ensure compliance with all applicable federal, state, and local procurement laws. Schedule and conduct pre-construction conferences with contractors, utilities, etc. Receive, review, and archive all submittals, including schedules, shop drawings, engineering and architectural plans, and erosion control plans. Maintaining detailed and accurate records of contractors' operations. Inputting all documents and activities into designated software. Providing contract administration, management, and documentation of the projects during construction and project closeout. Assisting City staff in responding to all public inquiries.

Post-Construction Closeout

Providing the City with all necessary documentation and records associated with the capital program. Providing agencies (GDOT, etc.) with all necessary/required documentation and final payments. Convening a final closeout meeting with City staff and providing the completed project closeout package.

Project Services

- CIP Management and SPLOST Management
- Planning, Budgeting, Forecasting, and Scheduling
- Capital Projects and Infrastructure Management/Maintenance
- Engineering Design and Plan Review
- Stormwater Master Plan Development
- Stormwater Utility Management
- Stormwater Management Facility Design
- MS4 Compliance
- Stormwater Inventory, Assessment, Planning, and Reporting
- Watershed Improvements, including Studies, Stream Restorations, Drainage Improvements, and H&H Analyses
- Bid Phase Services
- Best Management Practices Design
- Street Maintenance
- Traffic Control and Signal Maintenance
- Paving Operations Oversight, Pavement Evaluation/Assessment
- Erosion Control and Retaining Wall Construction
- Streetscaping, Grassing
- Stakeholder Coordination
- Utility Coordination
- Sidewalk and Trail Improvements
- Materials Testing Oversight
- Review and Verification of Contractor Performance
- Contractor Invoice and Payment Management
- Specifications Compliance
- Weekly Progress Reporting
- Construction Management and Inspection
- Project Close-Out Documentation and O&M
- Public Outreach and Responding to Citizen Concerns
- Special Projects, as funded

PROJECT: Department of Watershed Management (DWM)
Capital Improvements Program Management Services
LOCATION: DeKalb County, GA
PROJECT DATES: 2015 – 2023
REFERENCE: Cassandra M. Marshall, PMP, Program Administrator - CIP
770.724.1450, cmmarshall@dekalbcountyga.gov

DeKalb County's Department of Watershed Management (DWM) is the primary provider of water and wastewater services in DeKalb County, Georgia. DWM serves a population of almost 700,000 residents, making it amongst the largest water/wastewater utilities in the State of Georgia and the southeastern United States. DWM developed a five-year, $1.345 billion CIP plan to purchase, construct, enhance and/or replace the County's physical water and sewer assets and infrastructure, and to assure continued and future reliable service delivery to its customers. The plan includes 83 line items and will require more than 250 individual contracts for design, construction, and construction management services.

CERM serves as a subconsultant in four main roles: Senior Project Manager, CIP PMT Public Outreach Team Lead, GIS Support, and Project Engineer I, providing the following CIP Program Management Services: program development and management, project management, risk management, technical support, PMIS implementation support, community outreach and public relations.

Annual Water & Sewer Rehabilitation Contract

CERM managed a $150 million contract to complete various rehabilitation types (open cut, CIPP, point repairs, pipe bursting) for aging sewer and water pipe systems and issued 144 work orders to multiple contractors to complete work throughout various locations in DeKalb County. CERM managed the budget, schedule, and provided public outreach services for this contract. All work was completed in coordination with local residences and transportation authorities.

- Briarcliff Corridor Water Infrastructure Rehabilitation Project - 45,000 LF of existing water system replacement.
- Glendale Water Main Replacement - 5800 LF of 36" diameter water system replacement.
- Buford Hwy Water System Rehabilitation - 48" diameter water main break, replacement within one week on a heavily traveled highway.

Emergency Sewer and Repair On-Call Contract

CERM managed a $26 million contract to provide on-call services for emergency repairs to existing sewer systems and issued approximately 73 work orders for emergency services to multiple contractors. All work was completed within the required budget and in coordination with local residences and transportation authorities.







PROJECT STAFF

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC (CERM)

ALBERT EDWARDS

- Eagles Beak Sewer Repair – Replaced a leaking 54" diameter sewer system, located in a residential area and heavily wooded, in one week.



Other Projects:

- Westfield Square Water Main Replacement
- DeKalb County Water Tank Restoration
- City of Decatur Water Tank Demolition
- Fair Oaks Water Main Replacement
  Honey Creek Pump Station and Force Main Gravity Sewer
- CD Package 2 DB Contract

Project Services

- Project Management
- GIS Support
- Program Development and Management
- Risk Management
- Technical Support
- Emergency Services
- Community Outreach and Public Relations
- PMIS Implementation Support
- Budgeting
- Scheduling

PROJECT: Renew Atlanta Bond/TSPLOST Program
LOCATION: Atlanta, GA
PROJECT DATES: 2016 – 2021
REFERENCE: Commissioner Josh Rowan, PE, Atlanta DOT
404.865.8873, jrowan@atlantaga.gov

In a Special Election on March 17, 2015, the residents of the City of Atlanta passed the 5-year $250 million Renew Atlanta Bond Referendum. This initial referendum was used to address Atlanta's $1.02 billion infrastructure backlog that was identified in City reports produced in 2010 for transportation and 2014 for facilities. The Bond program fell under two portfolios – Horizontal (transportation) and Vertical (facilities). Horizontal portfolio ($187 million) categories included: Complete Streets, bridges, resurfacing, roadway improvements, sidewalk and mobility, traffic signals, and multi-use trails. Vertical portfolio ($63 million) categories included: parks and recreation, public art, public buildings, and public safety.

The following year, Atlanta citizens approved a TSPLOST (Transportation Special Purpose Local Option Sales Tax) generating approximately $260 million to fund significant and expansive transportation projects citywide. In September 2016, the Program Management Team (PMT) was awarded a contract for the management this program. The PMT provides staff augmentation support for Renew Atlanta Projects. As a major subconsultant on the PMT, CERM provided staffing, equipment, materials, supplies, services, etc. as necessary to fulfill our contractual requirements. Specifically, our scope is project controls, construction engineering inspections, and project management/construction management.

Project Controls

A master P6 project schedule was developed for the various vertical and horizontal (roadway/bridges/sidewalks/ADA) projects by the program management team. CERM's main responsibility for the associated project controls was to work closely with the project managers to create and maintain schedules as well as provide weekly and monthly reporting and metrics to the stakeholders. The schedules were developed to include logical phasing and sequencing of project activities for review and approval by the city of Atlanta DOT. In addition, CERM also reviewed and approved contractor submitted baseline schedules as part of the process throughout the implementation period to assist in delivering transformational projects in the community. Upon review of the monthly schedule versus the baseline, if scheduling delays have been identified, CERM Project Controls Specialist would notify the Project Manager and begin the process of schedule recovery and its impact to cost, resources, scope, and risks.

Construction Engineering Inspections

Construction engineering inspections (CEI) projects have included roadway improvements such as asphalt resurfacing, concrete sidewalk, ADA ramp, curb and gutter installations, and bridge inspections. In







PROJECT STAFF
CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC (CERM)
MARK EVANS, PE

addition, our responsibilities involved monitoring construction activities, providing overall progress of projects and daily field reports of construction activities, equipment, and materials, as well as reviewing plans to ensure compliance with specifications.



Project Management / Construction Management

CERM served as an extension of the City's Renew Atlanta staff on both transportation and facility projects by assisting with, but not limited to, the following project management/construction management items:

- Provide management of the pre-construction process by ensuring that there is consistency of project processes during planning and design.
- Direct and manage project development from concept through closeout.
- Develop project implementation and execution plans, as well as associated communications documents, when necessary.
- Liaise with project stakeholders on an ongoing basis.
- Draft and submit budget proposals, and recommend subsequent changes where necessary.
- Ensure that document control processes are adhered to during the distribution of all Program related documents.
- Observe the construction operations and identify issues related to public safety, utility relocations, and work discrepancies.
- Observe the contractor's work to determine the progress and quality of the work being performed.
- Reject the contractor's work and materials that do not meet the City's specifications and special provisions.
- Measure and compute quantities of materials that are incorporated into the work and maintain a record of the work that is completed.

Project Services

- Program Management Assistance
- Pre-Construction Services
- Construction Management
- Program Safety
- Project Management
- Utility Coordination
- Field Engineering
- Construction Inspection
- Communications and Public Outreach
- Program Controls
- Estimating
- Scheduling

PROJECT: Rockdale County Department of Water Resources
Executive Management, Staff Augmentation Support
and Asset Inventory
LOCATION: Rockdale County, GA
PROJECT DATES: 2017 – Present
REFERENCE: Chairman Osborn Nesbitt, Sr., Rockdale County Board of Commissioners
770.278.7003, oz.nesbitt@rockdalecountyga.gov

Corporate Environmental Risk Management (CERM) has provided operational and program management and staff support services to the Rockdale County Department of Water Resources (RWR) since 2017. CERM provides RWR with services and expertise in decision making for various divisions including engineering, central maintenance, water treatment and distribution, wastewater treatment and collections, and watershed protection. Specific and ongoing program management support includes developing and implementing plans for the County's inflow and infiltration (I&I) program, wastewater treatment capacity management, and drinking water storage tank site analysis.

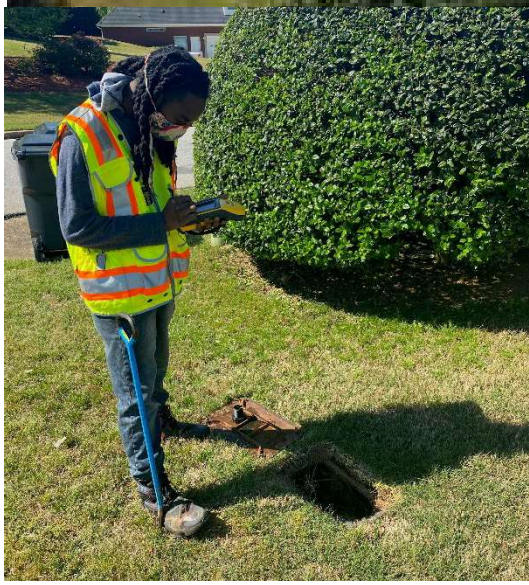
CERM's support allows RWR to continue to progress in several critical programs and initiatives that directly supports the County's economic development efforts. Successfully reorganized the department's business units as well as implemented a public/private operational partnerships that stabilized the department's attrition and improved operational efficiencies as well as reduced operational and personnel costs by 12%. Implemented a 4-year utility rate schedule for the utility's water and sewer services. Secured an additional 1 MGD in wastewater treatment capacity at the County's largest wastewater treatment facility (Quigg Branch). Secured GEFA funding, oversaw the design and construction of a new 3 MGD Snapping Shoals Wastewater Treatment Plant. Successfully oversaw the design and construction of a new 4MGD finish water tank at the Gees Mill Water Treatment Plant. Revised the County's 20-Year Water and Sewer Master Plan. **Successfully inventoried water and sewer assets (manholes, valves, meters, and hydrants) into the County's GIS platform.** Managed and facilitated the County's Water SPLOST subcommittee meetings and capital planning efforts.

Managed the implementation of the County's AMI (Automated Metering Infrastructure) program. Developed, organized, and transitioned the customer service division to the Rockdale Water Resources Customer Service Center. Conducted and certified the Department's Risk and Resilience Assessment in accordance with America Water Infrastructure Act of 2018 (AWIA) Section 213. Stabilized departmental revenue through the implementation of a revised tiered rate structure.

Project Services

- Asset inventorying, including verification if asset is currently in the County's GIS system.
- I&I program development, tracking, and reporting.





PROJECT STAFF
CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC (CERM)
DJ EDLER

Project Services, contd.

- Wastewater treatment capacity management, alternative analysis and approach to capacity improvement alternatives.
- Potable water storage management, alternative analysis and approach to site placement alternatives.
- SCADA system improvements program analysis, tracking, and reporting.
- Routine sampling coordination of water distribution systems to monitor potential for contaminant residuals.
- Completion of the 2040 Water and Sewer Master Plan.
- Risk and resiliency assessment.
- Water system audit.

PROJECT: Rockdale County Department of Stormwater Management
Project Management and Staff Augmentation
LOCATION: Rockdale County, GA
PROJECT DATES: 2019 – Present
REFERENCE: Chairman Osborn Nesbitt, Sr., Rockdale County Board of Commissioners
770.278.7003, oz.nesbitt@rockdalecountyga.gov

The CERM Team has provided operational and program management and staff support services to the Rockdale County Stormwater Department (RCSD) since 2019. CERM provides RCSD with services and expertise in the planning and decision making for various department programs and initiatives.

CERM's support allows RCSD to continue to progress in several critical programs and initiatives that directly supports the County's economic development efforts. Successfully allocated support personnel to stabilize the department's attrition and improved operational efficiencies. CERM further managed implementation of the County's Stormwater Capital Improvement Plan.

Project Services

- Program Management
- Capital Improvement Development and Planning
- Plan Design
- Development Plan Review
- Project Management
- Construction Management



PROJECT STAFF

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC (CERM)

MARK EVANS, PE

PROJECT: Mobile Area Water and Sewer System (MAWSS)
On-Call Professional Services
LOCATION: Mobile, AL
PROJECT DATES: 2017 – Present
REFERENCE: Daryl Russell, PE, Water and Sewer Engineering Manager
251.694.3196, drussell@mawss.com

The CERM Team was selected to provide on-call services for professional construction engineering inspection, geotechnical, environmental and design services to the Mobile Area Water and Sewer System (MAWSS) related to its capital construction plants, distribution, collection, and transmission projects, applying the techniques that afford MAWSS better control, and assuring them of quality projects that come in on time and on budget. CERM is a true team partner with our clients and shares a sense of ownership in completing projects that exceed expectations. CERM has assisted MAWSS with constructing additions and improvements to its domestic water system, industrial water system and sewer system including treatment facilities.

CERM performed geotechnical soil evaluation, Environmental Site Assessment Phases I and II, environmental and engineering design. It also served as resident project representative (RPR).

Through MAWSS' task order form (TOF), CERM has been selected as the prime consultant or subconsultant on multiple projects, as listed below.

- Springhill 30-Inch
- Eslava Creek
- Medal of Honor Storage Tank
- Fowl River Low Pressure Force Main (LPFM) Project
- Three Mile Creek SWAT
- System Master Plan
- Wright Smith Head Works WTP
- NAVCO Road Phase I ESA
- Myers WWTP Septic System Assessment and Expansion
- Stickney WTP Reservoir Improvement Project

Project Services

- Construction Engineering Inspection
- Geotechnical Soil Evaluation
- Environmental Site Assessment Phases I and II
- Environmental and Engineering Design
- Resident Project Representative (RPR)



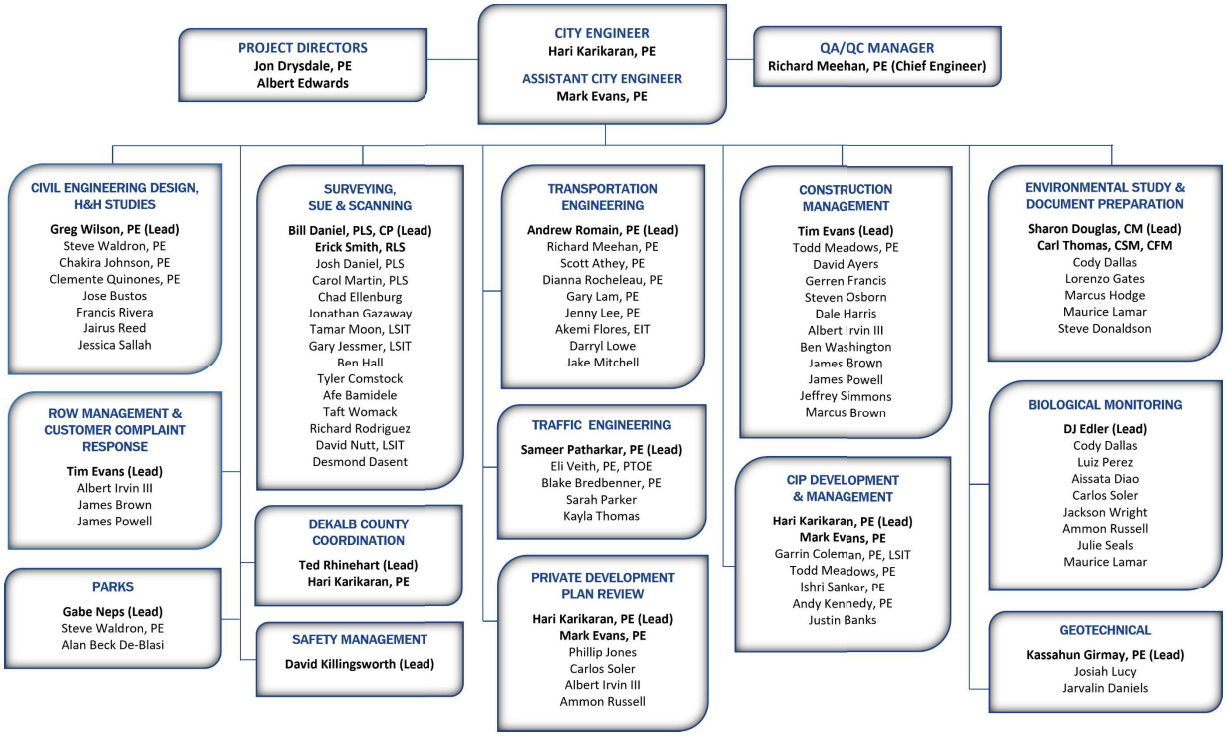






PROJECT STAFF
CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC (CERM)
SHARON DOUGLAS

ORGANIZATIONAL CHART & RESUMES





LOWE ENGINEERS

HARI KARIKARAN, PE

CITY ENGINEER

Hari Karikaran, throughout his more than 34 years civil engineering and government service career, has gained exceptional experience in managing public works departments and projects, including infrastructure associated with roads, drainage, water, wastewater, and other areas.

City of Brookhaven | Public Works Department Services, GA
Public Works Director. Management of the City's annual maintenance programs, street and signal maintenance, general right-of-way, and stormwater maintenance, in addition to execution of the City's paving program, sidewalks program, intersection improvement program, and special projects, as funded. Oversight of construction and maintenance of city infrastructure, currently including 120+ miles of streets, 53+ miles of sidewalks, 4,600+ street signs, 51 traffic signals, and 16,000+ stormwater structures/pipes. This includes over 800 street, signal, sign, sidewalk, and stormwater repairs, with more than 25 emergency repairs. Supervision of records maintenance for all work orders and setting priorities.

DeKalb County | Engineering Services, Infrastructure Group, GA
Director. Direction and high-level administration of multiple units performing engineering functions for the county, including watershed management ($1.345 billion Capital Improvement Plan, Consent Decree Program and watershed protection), solid waste management (Capital Improvement Program), land development, environmental compliance, and facilities management (project management and building maintenance). Direction of design bid and construction of water resource systems improvements. Management of consultants for engineering design associated with water treatment plant improvements. Quality assurance support for project managers and other engineers. Administration of budgets exceeding $1.3 billion, with preparation and management of divisional budgets.

DeKalb County | Facilities Management, Administration Group, GA
Director. Management and direction over multifunctional county divisions, including Engineering and Architecture Services, Operations and Management, Environmental Services, Central Services, and Real Estate Services. Preparation and management of all divisional budgets. Direction of staff in land acquisition and disposal, in addition to negotiating leases and county property sales. Direction of staff on various maintenance and repair contracts, including those for preventive measures as well as maintenance of HAVC chillers, plumbing, electrical, roof replacement, alarm, and sprinkler systems. Administration of staff performing custodial services, using multiple contractors to service 268 county buildings.

DeKalb County | Planning and Development, GA
Director. Supervision of multifunction divisions in roadway and drainage system design, construction, and maintenance operations, with contract management (paving, intersection improvements, capital construction).

EDUCATION/TRAINING

Diploma, Construction Management, North Carolina State University, 2004

MS, Environmental Resources Management, University of South Carolina, 1997

MS, Environmental and Water Resources Engineering, University of South Carolina, 1994

MS, Construction Management, Indiana State University, 1991

BS, Civil Engineering, University of Peradeniya, Peradeniya, Sri Lanka, 1986

LICENSES/CERTIFICATIONS

PE No. 23746 (GA)

10-Hour OSHA Certification, Construction Safety and Health



MARK C. EVANS, P.E.
ASSISTANT CITY ENGINEER

EDUCATION/TRAINING
BS, Civil Engineering, Auburn University

Etowah County, AL, Assistant County Engineer (1995-2003)

Barbour County, AL, Assistant County Engineer (1993-1995)

LICENSES/CERTIFICATIONS
PE No. 23758 (AL)

NBIS-Certified Bridge Inspector

Mark C. Evans, P.E., a Senior Project Engineer, has more than 27 years of experience in market sector design, construction management and construction engineering inspection including aviation, roadway, bridge (foundation and culverts, and erosion control) and other civil engineering projects. He has extensive experience in airport construction.

Renew Atlanta | Bond and TSPLOST Programs, Atlanta, GA
Project Manager. In a Special Election on March 17, 2015, the residents of the City of Atlanta passed the five (5) year $250M Renew Atlanta Bond Referendum. The Renew Atlanta Bond Referendum includes $187M for transportation projects such as roads, bridges, sidewalks, complete streets, bicycle lanes and traffic signals. CERM serves as an extension of the City's Renew Atlanta Program Management staff on both transportation and facility projects. As Project Manager for CERM, Mr. Evans was responsible for being the liaison with project stakeholders on a continual basis, identifying construction issues related to public safety, utility relocations and work discrepancies; monitoring and mitigating any material issues impacting project profitability and maintaining project schedule.

Rockdale County | Stormwater Utility Capital Improvement Program, GA
Construction Manager. Rockdale County's Stormwater Utility Capital Improvement Program involves the removal and replacement almost 200 miles of undersized and deteriorated stormwater pipes and related ancillary construction. Mr. Evans is responsible for providing design support as well as construction management services that included permitting; utility coordination; deploying management information systems; conducting construction inspections; completing and submitting progress reports; providing schedule of values and opinions of probable cost; construction schedules; construction safety plan reviews; change orders; construction progress payment; final inspection and project closeout. Additionally, the work includes full roadway construction as well as milling, widening, resurfacing, and traffic striping of existing pavements, installing curb and gutter, sidewalks, driveways, fencing and sod.

DeKalb County | 2017 Flakes Mill Waterline Replacement, GA
Construction Manager. As part of DeKalb County's Capital Improvement Program, this project involved the removal and replacement of 4 miles of water distribution mains, appurtenances, and related ancillary construction for an 8-inch waterline replacement. Mr. Evans was responsible for providing aspects of construction management services that included conducting construction inspections, completing and submitting progress reports; providing schedule of values; construction schedules; construction safety plan reviews; change orders; construction progress payment; final inspection and project closeout. Additionally, the construction included millings, widening, resurfacing, traffic striping, installing curb and gutter, sidewalks, driveways, and sod.



LOWE ENGINEERS

JON DRYSDALE, PE
PROJECT DIRECTOR

Managing Partner at Lowe Engineers, Jon Drysdale has considerable government services experience. With 44 years of experience, he has served as Contract Administrator, Project Director, Project Manager, and Lead Engineer on numerous public- and private-sector civil engineering projects. His expertise includes design, multi-phased master plan development, site development, hydrology, surveying, construction management, utility coordination, and maintenance activities. Since 2005, his primary focus is on public works operations support for cities and counties. Jon is a retired Colonel from the U.S. Army Corps of Engineers.

EDUCATION/TRAINING

MBA, Business Administration, Emory University, 1988

MS, Civil Engineering, Georgia Institute of Technology, 1981

BS, Civil Engineering, University of Tennessee, 1974

LICENSES/CERTIFICATIONS

PE No. 13502 (GA)

City of Dunwoody | Public Works / Parks & Recreation Department Services, GA
Municipal Services Manager. Direction and staffing support for development and maintenance of the City's public works programs, including stormwater utility and MS4 program. Related work has included program and project management, oversight of all design, operations, engineering, planning capital projects, TE projects, surveying, construction management, inspections, maintenance, administration, budgeting, infrastructure management, facilities, and transportation. It has also involved guiding the City through tens of excavation replacements, lining replacements, detention pond rehabilitations, engineering studies/special projects, and hundreds of maintenance work orders. Lowe has coordinated with residents and permitting entities to achieve successful operation of the utility. Other projects have included completion of multiple revisions to NPDES permitting and completion of multiple annual reports, financial forecasting, rate analyses, annual budgets, and policy development.

City of Brookhaven | Public Works Department Services, GA
Municipal Services Manager. Direction and support for on-site team managing public works for the City. Lowe manages all engineering, design, capital project planning, and maintenance. This includes pavement resurfacing, road widenings, intersection improvements, sidewalks, traffic management system, streetscape construction, and stormwater maintenance projects. Lowe also manages maintenance and construction of infrastructure, including over 120 miles of streets.

DeKalb County | Countywide MS4 Permitting, GA
Project Director. Direction and support for team inspecting approximately 56,834 stormwater structures, including pipes, catch basins, ditches, and detention ponds. Services include field visits, data collection, and condition photos uploaded into County's database. Work orders are created if repairs or cleanings are needed.

City of East Point | Stormwater Infrastructure Inventory & Inspection, GA
Project Director. Inspection/inventory to support MS4 permit activities and GIS rehabilitation. Involves numerous spatial and attribute corrections, and

completely mapping a connected stormwater infrastructure and stream network. To date, over 7,600 stormwater assets, including pipes and catch basins along with 133 outfalls, have been inspected and inventoried. Services also include water quality sampling, source tracing, and industrial site inspections.

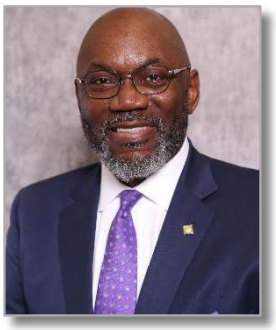
City of Johns Creek | Public Works Department Services, GA
Project Director. Direction and support for team managing traffic, transportation, stormwater, and capital improvement programs, along with daily operations. Projects included intersection improvements, road widenings, highway interchange, streetscape construction, sidewalk program, traffic management system, and stormwater maintenance.

City of Milton | Public Works Department Services, GA
Project Director. Direction and team support for engineering services including development plan review, preliminary and final plat review, MS4 program management, flood plain management, erosion and sediment control review, assistance with technical plan review and permit issuance, along with consultations on other engineering-related issues across the city.

City of Sandy Springs | Public Works Services, Capital Improvement Program, GA
Project Director. Direction and support for on-site team managing the $125 million capital improvements program with 30 projects, including road widenings, highway interchange, intersection improvements, traffic management system, streetscapes, and stormwater maintenance. Responsibilities included full project execution from concept through construction to oversight and project coordination.

City of Sandy Springs | On-Call TSPLOST Contract, GA
Contract Administrator. An on-call contract including lane additions, intersection improvements, intersection modifications and realignments, operational and safety improvements, the addition of sidewalks, filling gaps, and upgrades to several intersections with signal phasing modifications and pedestrian signal heads. Lowe is currently completing a guardrail safety assessment and intersection improvements at Riverside Drive and Johnson Ferry Road.

Gwinnett County | On-Call Pedestrian/Bikeway Improvements, GA
Contract Director. A task order contract with scope of services involving the addition of sidewalks, filling gaps, and upgrades to several intersections with signal phasing modifications and pedestrian signal heads. Additional shoulder work involved new curb and gutter and drainage. Drainage alternatives were exercised throughout the projects including special structure details of both the GCDOT and the GDOT to minimize property impacts and satisfy detention and water quality requirements for post development. In addition, each project included coordination of the facilities with existing drives and ADA-compliant ramps.



ALBERT G. EDWARDS
PROJECT DIRECTOR

EDUCATION/TRAINING
MBA, Business Administration, Technology Management, Southern Polytechnic State University

BS, Industrial Engineering Technology, Mississippi Valley State University

Executive Education Graduate, Tuck School of Business at Dartmouth College

US Army Quartermaster School, Officers Basic Course

PROFESSIONAL & COMMUNITY ASSOCIATIONS
American Council of Engineering Companies (ACEC), Atlanta Chapter Board Member

Council for Quality Growth, 2022 Board Chairman

DeKalb County Chamber of Commerce, Board of Directors, 2015 Chairman

Georgia Piedmont Technical College Foundation, Trustee

U.S. Small Business Administration Regulatory Fairness Board, Board Member, Region IV, Workforce Development Task Force

Mr. Edwards is the Founder and Managing Partner of CERM. He has established a vision for our approach to environmental practicum that fosters a wholesome connection between uplifting communities and using advanced technical leadership to plan, assess, remediate, and sustain land and resources. Mr. Edwards provides leadership and direction in an array of Corporate and Project Execution Activities for the organization. His Corporate responsibilities include Chairing the Management Committee and managing the business functions of the firm, which also include business development activities. His project delivery responsibilities include guiding project planning while aligning human, capital, and technological resources to optimize CERM's performance on work order-based contracts at gas plant sites, brownfields redevelopment projects, environmental assessments in urban corridors, safety and health compliance services.

DeKalb County, Department of Watershed Management (DWM) | Construction Management Services, GA
Principal In Charge. Responsible for supporting project planning activities and performance expectations for the construction management and inspection of projects pertaining to the assessment of water and sewer projects for the DWM. In addition, Mr. Edwards works closely with the Project Manager to ensure that the technical, human, and capital resources meet the County's Capital Improvement Program and Consent Decree priority objectives.

DeKalb County, Department of Watershed Management (DWM) | Capital Improvement Program Management Services, GA
Principal In Charge. CERM is a subconsultant, responsible for the DeKalb County Capital Improvement Projects beginning with the planning, coordinating and directing of the project from inception through the design, construction and asset commissioning phases. CERM is also responsible for reviewing the design for adherence to the project's requirements and ensuring completion on time within cost and according to required quality standards. As Principal-in-Charge, Mr. Edwards supports project planning and delivery activities, while ensuring that the team has the technical, human and capital resources to meet the project needs and contract aspirations of DeKalb County and its stakeholders.

DeKalb County, Department of Watershed Management (DWM) | Consent Decree Program Management, GA
Principal In Charge. CERM serves as a sub consultant to the Consent Decree Program Management Team (CDPMT) for DeKalb County's Consent Decree with the U.S. Environmental Protection Agency and Georgia Environmental Protection Division. The County is required to: assess the operations and management of the Department of Watershed Management, Assess the County's wastewater collection and transmission system, and make recommendations concerning how these functions and the system may be

Camp of Champions, Chairman, Board of Directors

Conference of Minority Transportation Officials (COMTO), Atlanta Chapter, Advisory Board

Environmental Information Association, Chapter Member

Air & Waste Management Association, Former Atlanta Chapter Board of Directors

Chattahoochee Nature Center, Former Board of Trustees

Greening Youth Foundation, Former Board of Directors

South DeKalb Business Incubator, Former Board Member

Atlanta Business League, Board of Directors, Chairman

improved. In his role as Project Principal, Mr. Edwards serves on the Board of Controls, and as CERM's Client Sponsor primarily responsible for serving as a client advocate, supporting organizational relationship development, and mitigating project client conflicts that may impede the progress of the program.

City of Atlanta | Program Management Team Services for Renew Atlanta Bond, GA

Principal In Charge. Oversees CERM's input in the areas of Program Safety; Contract Administration; Project Management; Utility Coordination; Field Engineering and Construction Inspection; Communications and Public Outreach; Program Controls; Estimating; and Scheduling. Mr. Edwards is also responsible for coordinating the distribution of resources and is responsible for reporting the status of such distribution of assignments to CERM on a quarterly basis.

MARTA | Construction Manager at Risk Program (CMAR), Atlanta, GA

JV Principal In Charge. MARTA operates the ninth largest transit system in North America, providing bus, rail, and paratransit services in the greater metropolitan Atlanta area. MARTA transports over 500,000 people in the City of Atlanta and counties of Clayton, DeKalb, and Fulton daily. For the CMAR program with MARTA the JV team provides pre and post construction services for various rail stations that are part of MARTA's multi-year station rehabilitation program. The first phase of locations may include, but are not limited to Airport, Indian Creek, Lenox, College Park, Five Points, H. E. Holmes, and Midtown Stations. Mr. Edwards provides executive level oversight for the JV team in various aspects of architectural, mechanical, and electrical upgrades which are detailed in the scope of work for each station. In addition, Mr. Edwards monitors the Disadvantaged Business Enterprise (DBE) participation in this program to continue the commitment to fair and equitable vendor management.



TED RHINEHART
DEKALB COUNTY COORDINATION LEAD

Ted Rhinehart is responsible for program management, project delivery and client services in the water, wastewater, storm water, transportation, facilities, and related infrastructure practices. He serves as a senior liaison to CERM clients, and provides strategic assistance and value-added services to ensure clients' success. He provides clients with solutions that ensure that program teams, systems, finances, and partners are aligned for optimal capital project delivery and operational enhancements.

DeKalb County | Capital Program Management, GA
Deputy Chief Operating Officer, Infrastructure. Led the planning, programming, community engagement, Board approvals, project execution and problem-solving for the County's $1.345 Billion water and sewer capital improvements program, consisting of more than $400 Million in sewer collection system rehabilitation and capacity improvement projects, more than $230 Million in advanced wastewater plant expansion and improvement projects, more than $400 Million in water treatment plant, water distribution system and main replacement projects, and related capital improvements, from 2010 to 2013, and from 2017 to 2020.

DeKalb County | Master Planning, GA
Deputy Chief Operating Officer, Infrastructure. Led the development of a water and a wastewater master plan for long-term capacity and condition improvements for the County, including close coordination with the County's twelve cities, for economic development purposes, from 2017 to 2020.

DeKalb County | Stormwater Utility Management, GA
Director of Public Works. Led the planning, community involvement, Board approval and implementation of a storm water utility for the County, including Level of Service and Cost of Service studies, operating and capital plans, and completion of Geographic Information System (GIS) inventories, as well as continuous improvements to the Municipal Separate Stormwater System (MS4) plans and programs, including pre-development and post-development controls, annual inspections, and flood plain management from 2003 to 2013, and from 2017 to 2020.

DeKalb County | Regional Planning and Resource Conservation, GA
Director of Public Works. Served on the Metropolitan North Georgia Water Planning District board and assisted with development of the first Atlanta regional plans for water, wastewater and watershed protection, and the ongoing interagency efforts to improve water resources planning, water conservation, pollution prevention, and public involvement, from 2003 to 2013, and from 2017 to 2020.

EDUCATION/TRAINING

MA, Public Affairs, Indiana University

BPA, Public Administration, University of Mississippi

CERM, Senior Program Manager, Infrastructure (5/2020-Present)

DeKalb County, GA Government, Deputy Chief Operating Officer, Infrastructure (4/2017-5/2020)

Augusta-Richmond County, GA Government, Deputy Administrator (4/2015-4/2017)

Infor, Director of Public Sector Strategy (4/2013-4/2015)

DeKalb County, GA Government, Deputy Chief Operating Officer, Infrastructure (1/2009-4/2013)

DeKalb County, GA Government, Director of Public Works (12/2002-1/2009)

City of Fort Wayne, IN Government, Director of Public Works and Utilities (2/2000-12/2002)



RICHARD MEEHAN, PE

QA/QC MANAGER / CHIEF ENGINEER

Richard Meehan, PE has 35 years of experience in all aspects of civil engineering and design. He is a Partner and the Chief Engineer at Lowe responsible for overseeing all engineering standards and design. Richard has experience running Public Works Departments for two new municipalities in metro Atlanta. Over his career, he has gained extraordinary experience in project management, roadway design, site planning/design, transportation planning, traffic engineering, as well as traffic analysis.

EDUCATION/TRAINING

MBA, Business Administration, Georgia State University, 2006

MS, Civil Engineering, Georgia Tech, 1995

BS, Civil Engineering, Georgia Tech, 1988

LICENSES/CERTIFICATIONS

PE No. 20033 (GA)

GSWCC Level II NPDES Erosion Control Design Certification

GDOT Plan Development Process Certification

City of Brookhaven | Public Works Department Services, GA
Public Works Director / Chief Traffic Engineer (2013-2017). Lowe has overseen the management and operation of the Public Works Department under a public/private partnership since the city's incorporation in 2013. Lowe oversees maintenance, operations, planning, and construction of city infrastructure, including 120+ miles of streets, 53+ miles of sidewalks, 4,600+ street signs, 51 traffic signals, and 16,000+ stormwater structures. During his time with the City of Brookhaven, he oversaw development of its Comprehensive Transportation Plan; Bike, Pedestrian and Trail Plan; Peachtree Greenway Master Plan; Ashford Dunwoody Road Corridor Study; and transportation update to the Brookhaven/Peachtree LCI.

City of Dunwoody | Public Works Department Services, GA
Public Works Director / Traffic Engineer (2008-2009). Lowe was selected to startup, staff and manage the Public Works Department for the new city under a public/private partnership. We recognized Dunwoody's distinctive differences and helped them create a Public Works Department responsive to their specific needs. Lowe continues to provide a management team and key administrative staff to support City officials, with responsibilities including public works, infrastructure, scheduling, maintenance, transportation planning, design, review, and construction/ implementation.

City of Milton | Municipal Services, GA
Traffic Engineer. Worked on a team providing operations management to support the newly formed city, which outsourced daily operations of departmental functions via a public/private partnership. Lowe's on-site management team acted as the City's core staff to facilitate communications and delivery of services, reduce costs, expedite timelines of project procurement and execution, evaluate, and make recommendations regarding contractor change requests, as well as resolve citizen concerns.

City of Atlanta | Isolated Intersection Traffic Signal Upgrades, GA
Project Manager. Task order for development of traffic signal upgrade plans and signal timing plans at 14 intersections. Included a traffic study to analyze existing conditions, determine left turn phasing warrants, and make recommendations. Improvements included upgrade of signal layout and equipment, radar vehicle and bike detection design, phasing optimization, improved and additional pedestrian signals and phases, and pavement marking and signage upgrades. Three intersections involved GDOT coordination and revised signal permits; one with railroad coordination.



LOWE ENGINEERS

GREG WILSON, PE
CIVIL ENGINEERING LEAD

Greg Wilson, currently leading Lowe's Civil Engineering Department, has extensive and diverse engineering management and design experience spans more than 40 years. His background encompasses stormwater, potable water resources, sanitary sewer, utilities, facilities, roads, pavement, and earthwork projects as well as site and infrastructure design and construction management in both the public and private sectors. His municipal experience includes serving as interim Director of Public Works and City Engineer for the City of Alpharetta, GA. Other sectors he has experience in include regional detention systems, military bases, airports, hospitality, educational, commercial, residential, and industrial projects. His management duties have included construction administration services for projects with construction budgets over $500 million. He has completed Certified Value Engineering Specialist training and performed over 40 formal VE studies for the US Army Corps of Engineers (USACE).

EDUCATION/TRAINING
BS, Civil Engineering, University of Tennessee, 1988

Certified Value Engineering Training

LICENSES/CERTIFICATIONS
PE No. 18827 (GA)

GSWCC Level II Erosion Control Certification No. 52154

GDOT Plan Development Process Certification

City of Dunwoody | Public Works Department Services, GA
Project Manager / Stormwater Engineer. Direction and staffing support for development and maintenance of the City's public works programs, including stormwater utility and MS4 program. Work included program and project management, oversight of all design, operations, engineering, planning capital projects, transportation projects, surveying, facilities, construction management, inspections, maintenance, administration, infrastructure management, and budgeting. It also involved guiding the City through excavation replacements, lining replacements, detention pond rehabilitations, and engineering studies/special projects. Other projects have included completion of multiple revisions to NPDES permitting and completion of multiple annual reports, financial forecasting, rate analyses, annual budgets, and policy development.

Jacoby Atlantic Redevelopment, LLC | Atlantic Station, Atlantic Steel Site Redevelopment, Atlanta, GA
Lead Stormwater Engineer. Storm drainage engineering design for redevelopment of the 138-acre Atlantic Steel brownfield site in Midtown involving separation of storm and sanitary sewer systems, and design of a 2-acre pond in the Commons area for stormwater management and water quality treatment, reducing runoff by 30%.

City of Cleveland | Cleveland Regional Detention Ponds, TN
Project Manager and Lead Civil Engineer. Design and construction management for 3 regional detention ponds to mitigate frequent flooding of Bradley County's largest employer. Scope included hydrologic and hydraulic modeling of a 1.6-square-mile watershed and 4.3 miles of stream channel, alteration of FEMA flood maps, earth dams up to 22 feet high, extensive utility relocation, and road realignments. The ponds reduced 100-year peak elevations downstream by as much as 3 feet and attenuated the 500-year storm. This project won an ACEC Engineering Excellence Award.



CARL THOMAS, CSM, CFM

STORMWATER LEAD

EDUCATION/TRAINING

BS, Mathematics, Morehouse College, 2000

LICENSES/CERTIFICATIONS

APWA-Certified Stormwater Manager (CSM)

ASFPM-Certified Floodplain Manager (CFM)

GSWCC Level 1B Inspector

GSWCC Level II Plan Reviewer

Carl Thomas has over 15 years of experience in stormwater program management as well as developing capital improvement programs, operations and maintenance programs, and level of service policies. He formulates statistical models using MS4 program data to develop financial plans that meet long-term municipal budgetary needs. Carl is affliated with: the GA Association of Water Professionals, Stormwater Training Advisory Group; Association of State Floodplain Managers; American Public Works Association; Southeast Stormwater Association; Nancy Creek Watershed Advisory Committee; and Metro North GA Water Planning District, Technical Coordinating Committee.

City of Dunwoody | Public Works Department Services, Stormwater Division, GA
Stormwater Utility Manager. Manages stormwater utility annual budget, emergency reserve fund, permitting, policy development, and improvement planning. Oversees City's NPDES Phase II permit, Stormwater Management Program, and Metro North Georgia Water Planning District Watershed Management Plan. Tracks regulation compliance. Presents capital improvement projects and reports to the City Council. Establishes standard operating procedures, project prioritization, plans, policies, and ordinances. Directs design, development, and construction of infrastructure. Maintains partnerships with agencies to develop funding opportunities for the City and neighboring municipalities, including the Nancy Creek Consolidated Watershed Based Plan, Dekalb County Multi-Jurisdictional Hazard Mitigation Plan, and Metro North GA Water Resource Management Plan.

City of Johns Creek | Stormwater Inventory and Budget Assessment, GA
Stormwater Asset Manager. Designed the Stormwater Cost of Replacement (COR) financial model to predict capital outlay expenses for stormwater assets on City-owned and private property. This tool was integral in development of the City's EOS/LOS Policy and establishment of a stormwater utility. Developed the 2020-2030 Operations and Maintenance Plan using current MS4 inspection results, GIS inventory data, and COR database data to organize high-priority repairs based on watershed, ownership, structural condition, and debris buildup.

Henry County | Stormwater Management Program, GA
Assistant Director / Operations Manager. Supervised preparation, revision, and approval of Georgia's EPD NPDES Phase II SWMP along with annual reports. Developed standard operating procedures to integrate NPDES Phase II requirements for dry weather outfall screenings and MS4 inspections. Updated floodplain management regulations. Assisted engineering staff with site inspections, basin delineations, and hydrology studies for water quality and channel protection, as well as overbank and extreme flood calculations for flood projects. Ensured project sites complied with the County's floodplain management ordinance. Developed reports and aerial maps showing potential flood hazards.



LOWE ENGINEERS

ANDREW ROMAIN, PE

TRANSPORTATION LEAD

EDUCATION/TRAINING
BS, Civil Engineering,
Northeastern University, 1998

LICENSES/CERTIFICATIONS
PE No. 040028 (GA)

GSWCC Level II Certified
Design Professional
No. 0000066792

GSWCC Level II Certified
ESCP Professional

Andrew Romain has 23 years of practical design experience in the roadway and overall transportation industry. Andrew is experienced in successfully guiding a variety of complex projects through all phases and milestones of the GDOT PDP process, coordinating with multiple disciplines on project responsibilities. He has experience as both a Lead Engineer as well as experience as a GDOT Civil Engineering Group Manager. His experience includes design with diverse roadway project types, including bridge replacements, multi-lane widening (urban and rural), new location roadways (urban and rural), intersection improvements (signalized and roundabout), grade separations and drainage network improvements across Georgia.

GDOT | SR 14 SPUR Improvements, PI 0014079, Troup County, GA
Lead Transportation Engineer. A 2-mile widening project that includes engineering services for conversion of the existing 2-lane route to a multi-lane facility, with major intersection improvements at each termini. At the south end, the existing signalized intersection of SR 14 SPUR and SR 109 is upgraded to accommodate the 4-Lane SR 14 SPUR, add double left turn lanes for heavy turn volumes, and upgrade the traffic signal to current GDOT standards. Other major project complexities include a new wider and longer bridge to accommodate two additional CSXT rail-line and an extensive Public Involvement Plan with the county, city, and commercial stakeholders along the corridor.

GDOT | St. Augustine Road at Norman Road and at Gornto Road, PI 0016286, PI 0016288, Loundes County, GA
Lead Transportation Engineer. TIA intersection projects including improvements, drainage improvements and signal improvements to enhance safety, congestion relief, economic development, and increase modal options. St. Augustine Road (SR 133) is a 4-lane minor arterial with a flush median providing connection between I-75 and the Valdosta Business District. The project includes traffic analysis, roadway design, signal design, database surveys, SUE, MS4 analyses, GEPA studies, preliminary plans, right-of-way plans, and final plans. Two key components of the project will be the phasing and coordination of two separate intersection projects and constructing improvements through a busy urban area that includes a high school.

GDOT | SR 80 at Little River, PI 0016128, McDuffie/Wilkes Counties, GA
Lead Transportation Engineer. Bridge replacement on SR 80 over the Little River. Total project length is approx. 0.3 miles, replacing the deficient bridge while maintaining existing horizontal alignment and typical section of two lanes with rural shoulders. Includes categorical exclusion for NEPA requirements and public meeting for the detour.



TIMOTHY EVANS

CONSTRUCTION AND ROW MANAGEMENT LEAD

As CERM's Senior Construction Inspector, Timothy Evans is responsible for preparing daily reports of all construction activities including working conditions, personnel, visitors, and deliverables. Inspect safety conditions on site, inspect the quality of workmanship, manage Client expectations, prepare project reports, manage project delivery, and other duties assigned by PM/CM Section Manager. Clients include City of Atlanta, DeKalb County Government, Fulton County Government, and GDOT. Tim has outstanding communication skills and successfully interacts with customers and co-workers of various backgrounds.

City of Atlanta, Department of Parks & Recreation | Westside Park, GA
Project Manager. Assisted with setting up materials testing, surveying, and environmental duties needed for the project; keeping upper management and project stakeholders abreast of progress throughout the duration of the project; processed contractor invoices for payment; stayed in constant communication with the City of Atlanta Department of Parks & Recreation to ensured that the prime contractor and subcontractors provided quality workmanship and product while adhering to City of Atlanta specifications.

GDOT | First Avenue, Second Street, Fourth Street, and Lynburn Drive, Tucker, GA
Construction Manager. Duties included attending and coordinating various project related meetings; assisted with setting up materials testing for the project; keeping upper management and project stakeholders abreast of progress throughout the duration of the project; reviewed contractor's monthly pay request for accuracy before submitting to DeKalb County and GDOT for reimbursement; stayed in constant communication with the City of Tucker and DeKalb County Public Works to ensured that the prime contractor and subcontractors provided quality workmanship and product while adhering to DeKalb County and GDOT specifications.

GDOT | SR 3 FM CS 1957 / Rhodes Street to CS 3790 / MLK Jr. Drive, PI 0015998, Atlanta, GA
Project Manager. Improvements for this project include pedestrian curtains to deter jaywalking and potential for a raised center median that preserves existing center turn lanes; sidewalks improvements (widening), including ADA and curb ramp upgrades and new pedestrian lighting. Managed the scope, schedule, and budget for the project.

GDOT | SR 9 FM Upper Hembree Rd/Academy St, PI721790, Atlanta, GA
Project Manager. The 4-lane context-sensitive urban design widened and reconstructed SR 9 from Upper Hembree Road to Windward Pkwy. The improvement consisted of side roads reconfiguration, signal upgrades, multi-use path on-street parking, brick pavers sidewalk, raised medians, ornament landscape trees and pedestrian lighting. This would tie into the existing 5-lane urban section while providing operational improvements, including raised and flush medians, turn lanes, bicycle and pedestrian facilities. Managed the scope, schedule, and budget for the project.

EDUCATION/TRAINING

BS, Civil Engineering Technology, Southern Polytechnic State University

CERM, Senior Construction Inspector (2019-Present)

GDOT, Project Manager (2015-2019)

GDOT, Construction Project Engineer (2005-2015)

GDOT, Civil Engineer Technologist (2003-2005)

LICENSES/CERTIFICATIONS

GDOT Local Administered Project (LAP) Certification, 2019

GDOT Plan Development Process (PDP) Certification, 2019

GSWCC Level II Certified Plan Reviewer

OSHA 30-Hour Certification



LOWE ENGINEERS

BILL DANIEL, PLS, CP

SURVEY LEAD

Bill Daniel has over 45 years of experience in the surveying profession, having worked for the government and private sectors. He is responsible for supervising and training up to 60 field and office staff personnel daily to perform and prepare geodetic, utility, topographic, hydrographic, GPS and as-built surveys. Bill has performed land surveying for federal, state, and local clients. He has further worked on surveys ranging from small-acreage boundary and utilities surveys to 100,000-acre surveys for geodetic control, topographic mapping, and GPS surveys.

EDUCATION/TRAINING

MS, Civil Engineering, Tulane University, 1983

BS, Civil Engineering Technology, Southern College of Technology, 1978

LICENSES/CERTIFICATIONS

PLS No. 2257 (GA)

Certified Photogrammetrist No. R967

HazMat-Certified

City of Sandy Springs | On-Call TSPLOST Contract, GA
Survey Manager. Intersection improvements, lane additions and modifications/ realignments, operational and safety improvements, the addition of sidewalks, filling gaps, and upgrades to several intersections with signal phasing modifications and pedestrian signal heads. Lowe is currently completing a Guardrail Safety Assessment and intersection improvements at Riverside Drive and Johnson Ferry Road.

City of Atlanta | On-Call Transportation Contract, GA
Survey Manager. Providing, through a joint venture contract, survey services for roadway, pedestrian, and traffic improvements. Projects have included task orders for signal improvements and modifications at 14 intersections throughout the City, which include pedestrian upgrades and modifications, as well as improvements at the intersections of Mt. Paran Road @ Randall Mill Road, Mt. Paran @ Northside Parkway, and Moores Mill Road @ Howell Mill Road.

Gwinnett County Department of Transportation | On-Call Pedestrian and Bikeway Improvements, GA
Survey Manager. Addition of sidewalks, filling gaps, and upgrades to several intersections with signal phasing modifications and pedestrian signal heads. Additional shoulder work involved new curb and gutter and drainage. Drainage alternatives were exercised throughout the projects including special structure details of both the GCDOT and the GDOT to minimize property impacts and satisfy detention and water quality requirements for post development. In addition, each project included coordination of the facilities with existing drives and ADA compliant ramps.

GDOT | Parker Road Widening, PI 0004433, Rockdale County, GA
Survey Manager. Improvements to an existing two-lane facility within the City of Conyers / Rockdale County. The project scope was broken into two phases, IIIA and IIIB. Scoped improvements included widening to a four-lane urban divided facility from SR 138 to Flat Shoals Road, and conceptual plans for the future implementation of a divided typical section for the southern phase. Other scope items included improvements along State Route 138 and SR 20, signal design, the addition of dedicated turn lanes and the addition of pedestrian facilities and an urban shoulder with curb and gutter.



SAMEER PATHARKAR, PE

TRAFFIC LEAD

Sameer Patharkar has more than 20 years of extensive civil engineering experience with emphasis on transportation planning, traffic engineering, design, and implementation. He also performs: traffic impact studies; corridor analyses, traffic data collection, traffic simulation, crash analyses, interchange and roundabout analyses, emergency and incident management, signal design and timing, traffic calming and forecasting, bicycle and pedestrian facilities, and road safety audits. He provides leadership, direction, and daily management to the traffic/transportation department, and is responsible for winning public-sector on-call contracts. Sameer is client-focused, with a keen eye for budgets and schedules.

GDOT | Statewide Traffic Forecasting, GA
Lead Traffic Engineer. A traffic forecasting contract that includes professional and technical services to GDOT in relation to the collecting, processing, and reporting of traffic data and traffic projections. All tasks were performed in accordance with GDOT's policies under Chapter 13 of the Design Manual. All the collected traffic data counts and traffic forecast/projections are for sites designated by the GDOT Office of Planning and located in one of the one hundred fifty-nine (159) counties in the State of Georgia. The task orders included traffic data collection, growth rate calculation, growth rate memos, forecasting (no-build and build conditions for peak hour and daily conditions), and final traffic forecasting memo.

Forsyth County | On-Call Intersection Traffic Studies, GA
Lead Traffic Engineer. A project that includes two intersections on county-maintained roads and two intersections on SR 9. A detailed analysis is conducted including intersection capacity analysis, crash history analysis, traffic forecasting, and alternatives analysis. Recommendations for improvements are made based on the current and future needs of the development with cost effectiveness of the improvements being strongly considered.

City of Johns Creek | On-Call Professional Services Contract, GA
Lead Traffic Engineer. An on-call roadway design services contract providing, via task orders, roadway widening, safety and operational improvements, geometrics, pedestrian improvements, and intersection improvement projects.

City of Newnan | STBG Study, GA
Lead Traffic Engineer. A study that looked at four intersections in the Jackson Street/Jefferson Street/Clark Street road segments. Scope of the project included reviewing existing and programmed improvements, data collection, environmental survey of cultural resources, traffic forecasting, analysis (crash analysis, capacity analysis, alternatives analysis), ICE studies, concept development including drawings, environmental screening, and recommendations.

EDUCATION/TRAINING

MS, Transportation Engineering, University of Alabama at Birmingham, 2004

BS, Civil Engineering, Maharashtra Institute of Technology, 2000

GDOT Construction Standards and Details; Design Policy Manual; Signing and Marking Design Guidelines; Signal Design Manual

Highway Capacity Manual

Highway Safety Manual

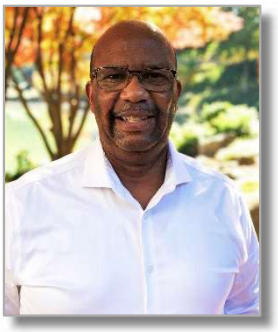
MUTCD Manual on Uniform Traffic Control Devices

AASHTO Green Book

LICENSES/CERTIFICATIONS

PE No. 114475 (TX)

GDOT Plan Development Process (PDP) Certification



PHILLIP A. JONES, JR

PRIVATE DEVELOPMENT PLAN REVIEW

Phillip Jones has served as a Public Administrator/Engineer/Manager for over 37 years, developing and managing new and existing programs, land development, and infrastructure. His tenure includes more than 30 years of engineering-related work, plan reviews, and work with governmental regulatory authorities. Phillip is experienced as a Senior Deputy Department Head managing six technical divisions (engineering, electrical, building, plumbing, HVAC mechanical, code enforcement, along with inspections and permitting). He also has a background with county-wide administration. As a Program Manager, Special Projects Manager, and consultative engineer and business administrator, he possesses extensive knowledge of engineering, management, inspections, planning and development.

DeKalb County | Public Works, Roads and Drainage, Decatur, GA
Engineering Technician. Oversaw design and development of architectural projects, engineering projects. Reviewed and analyzed engineering plans. Determined scope of work. Coordinated data collection for site analysis. Identified and evaluated risks. Developed and maintained budgets and schedules. Managed construction progress. Monitored compliance with plans. Integrated engineering element into unified design. Planned layout of project. Prepared contract documents for building contractors. Prepared information regarding design, structure specifications, equipment, estimated costs, and construction time. Prepared scale drawings.

Fulton County Board of Commissioners | Department of Public Works, Atlanta, GA
Administrative Coordinator II / Engineer III. Joined as a plan reviewer for land development, urban development and regulatory authority. Reviewed residential and commercial civil drawings and designs. Consulted with land planners, contractors, engineers, architects, builders and developers. Managed programs for environmental concepts. Developed database tracking information systems. Inspected field construction.

Fulton County Board of Commissioners | Environmental Program, Atlanta, GA
County Administrator. Developed and managed County's environmental program designs, which continue to function. Created an Environment Court that feeds Code of laws for review within the magistrate division. Created strategies to identify and monitor land development operations and code enforcement. Reviewed and created duties for the inspections staff, law enforcement, and code enforcement.

Fulton County Board of Commissioners | Department of Inspections and Permitting, Atlanta, GA
Assistant Director. Managed six divisions for technical, regulatory and programs goals. Managed initial permitting to final building completion. Work included upgrading the information system to track initial permit numbers.

EDUCATION/TRAINING

BBA, Business Administration, Management, Georgia State University, 1984

AS, Business Administration, DeKalb College / Georgia State University, 1984

AS, Engineering Technology, DeKalb College / Georgia Technology College / Georgia State University, 1984

AS Architectural Drafting, Atlanta Area Technical School / Atlanta Technical College, 1984

Basic Noncommissioned Officers Course for Combat Arms 13B (Field Artillery), Vilseck, Germany, 1979 Diploma

Primary Noncommissioned Officers Course for Combat Arms (MOS), Fort Stewart, GA, 24 Infantry Division, 1979 Diploma

LICENSES/CERTIFICATIONS

PE Application Pending (No. 2910491)

GSWCC Level II Plan Reviewer Certification No. 95801



SHARON DOUGLAS, CM

ENVIRONMENTAL STUDY LEAD

Sharon Douglas is a Senior Project Manager at CERM. She provides professional consulting services to assist government and private entities with complying with laws and regulations under the Environmental Protection Agency (EPA) and the National Environmental Policy Act (NEPA). She also has a vast knowledge of environmental regulations and consequently leads many of the CERM projects as the technical expert in environmental project planning to address natural resource conservation and other sustainable development initiatives.

Mobile Area Water & Sewer System (MAWSS) | Master Plan, Mobile, AL
Senior Project Manager / Technical Lead. A number of initiatives as part of this Watershed Master Plan Development. Ms. Douglas identified hazardous material impacts to the local watershed and drinking water intake in order to provide recommendations for mitigating potential hazardous material impacts. She also evaluated the watershed's compliance status with the Alabama Department of Environmental Management (ADEM) Source Water Assessment Regulations. The final task included managing the evaluation of MAWSS's Mobile River Drinking Water Conveyance System, currently dormant, to determine its technical and economic feasibility of serving as a secondary drinking water source.

City of Mobile | EPA Brownfield Assessment Grant, AL
Senior Project Manager. Execution of the federal Brownfields grant awarded to the City for community-wide environmental assessments in Africatown. The purpose of the assessment will be to support redevelopment of abandoned properties, providing the community with safe and health environments for living and working. There will be seven Phase I Environmental Site Assessments and up to seven Phase II ESAs completed under this project in accordance with ASTM-1527 and ASTM-1903, respectively. She will also lead the site-specific cleanup planning evaluations for any property that undergoes Phase II assessment.

City of Atlanta, Department of Aviation (ATL) | Sustainable Management Plan Development, GA
Senior Manager – Environment and Sustainability. Established the first Sustainability Business Unit for ATL in 2011 and developed the airport's first Sustainable Management Plan. The plan received a global sustainability index rating of GRI B+ and serves as a benchmark for the aviation industry and roadmap for ATL's sustainable development. The plan focuses on social responsibility, goals to reduce impact of airport operations, initiatives to promote conservation of energy, water usage, reduction of waste and pollution. The plan was completed in partnership with the FAA. The ATL project scope included development of a 2008 baseline for goals to conserve natural resources and to reduce emissions through 2020, and identification of key performance indicators, targets, and initiatives to monitor and measure performance.

EDUCATION/TRAINING

BS, Chemical Engineering, Auburn University, 1993

CERM Senior Project Manager (2018-Present)

DSE Environmental LLC (2017)

LICENSES/CERTIFICATIONS

ISO 14001:1996 Lead Auditor

Certification - 2018 NEPA Documentation and Cumulative Effects Analysis

Certified Member, Association of Airport Executives (AAAE), 2009



DARRYL EDLER
BIOLOGICAL MONITORING LEAD

EDUCATION/TRAINING
BA, Environmental Studies, University of Vermont

CERM, Environmental Specialist II (2018-Present
CERM Environmental Specialist I (2017-2018)

Environmental Technician (2014-2017)

LICENSES/CERTIFICATIONS
Certification - Applying the NEPA Process and Writing Effective NEPA Documents (2018)

Certification - Asbestos in Buildings: Inspection and Assessment (2018)

40-Hour HAZWOPER (2018)

First Aid / CPR / AED: Adult and Pediatric (2018)

As CERM's Associate Project Manager, Darryl Edler is responsible for managing and executing projects involving: Environmental Site Assessments (soil, groundwater, remediation), transportation corridor studies (NEPA), industrial hygiene (air monitoring, asbestos-containing materials, mold, lead-based paint), and EPA Region IV Emergency Response (START). Duties include technical direction for environmental impact activities, developing and reviewing documentation, analytical data reduction, project scheduling. He also participates on the CERM Job Shadowing Committee and in DeKalb County environmental educational programs (STEM). Darryl has extensive field experience with a variety of environmental monitoring instruments and sampling equipment. He is capable of successfully conducting field investigations, report preparation, and managing client needs.

Rockdale Water Resources | Asset Inventory, Rockdale County, GA
Project Manager. Duties included scheduling and training survey field crews to locate water resource assets (manholes, water meters, fire line) in residential and commercial properties throughout County Districts. Progress was tracked and data is collected using a Trimble GPS handheld. ArcGIS was used to create geographic maps and an inventory database.

City of Lithonia | MS4 Annual Report, GA
Associate Project Manager. Updated the City's MS4 Annual Report for submittal to the Georgia EPD. Conveyance structures were inspected for illicit discharges/illegal connections and current conditions. Outfalls were screened based on stormwater quality parameters (temperature, conductivity, pH, fluoride, and surfactants). In addition, ArcGIS was used to create geographic maps and a MS4 inventory database.

Reeves+Young | Westside Park Phase I and Phase II ESA and Remediation, Atlanta, GA
Environmental Scientist. Assessment included sampling and analysis for the presence of VOCs, heavy metals, and PAHs. Remediation included off-site disposal of impacted soils. The project adhered to regulatory Notifications: 40 CFR Part 761, Georgia Hazardous Response Act (HRSA) and Toxic Substances Control Act (TSCA).

YMCA | Phase II ESA, Lifecycle Building Center and Butler Street YMCA, Atlanta, GA
Environmental Scientist. The Phase II ESA was performed to evaluate subsurface conditions as it pertained to potential environmental impacts from the facilities' operational history. Direct push drilling was conducted to advance vertical soil borings at strategic locations to collect soil samples. Groundwater samples were collected using a portable peristaltic pump. Soil and groundwater analysis results comparted to Notification Concentrations per Rules of the Georgia EPD Hazardous Sites Response Act.



LOWE ENGINEERS

GABE NEPS
PARKS LEAD

Gabe Neps has many years of field experience overseeing property management for government and private clients, in addition to project management, general construction, landscape irrigation, and field maintenance. He currently manages 35+ field staff and contractors.

City of Dunwoody | Parks and Recreation Department and Public Right-of-Ways, GA

Operations Manager. Oversight of the maintenance of parks/fields, such as mowing, trimming, and related grounds maintenance, maintenance of recreational fields, such as synthetic turf maintenance with regard to applying top dressing, dragging, aerating, and lining fields, maintenance of community and department facilities; as well as oversight of contractors for electrical, carpentry, plumbing repairs, and other maintenance for department facilities. Related responsibilities involve development and adjustment of parks and field maintenance schedules and oversight of completion of these activities on site. Inspection of parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly. Project management responsibilities involve coordinating the development of bid specifications, proposal review and evaluation, and the award process, overseeing sections of the department budget for Parks, monitoring expenditures, reviewing development and construction plans, as well as ensuring compliance with specifications. Personnel oversight, including maintenance of a healthy and safe working environment, prioritizing and assigning work, conducting performance evaluations, ensuring staff are trained, ensuring employees follow policies and procedures, and making hiring, termination, and disciplinary recommendations. Other duties involve monitoring job sites for safety and cleanliness, responding to citizen and department concerns for park facilities and grounds, reviewing paperwork completed by lower-level staff, advising staff on operations, and developing supplemental reports, while reporting on daily operations. Finally, maintaining communication with staff and the general public regarding park projects and repairs. Select projects include:

- **Dunwoody Nature Center Stormwater Detention Pond, and Creek Restoration**
- **Perimeter Center East Park Trail and Bridge Construction**
- **North DeKalb Culture Arts Center Bathroom Renovations**
- **Shallowford Annex Roof Replacement**
- **Brook Run Park Baseball Fields Improvements**
- **Dunwoody Nature Center North Woods Pavilion**

EDUCATION/TRAINING
Master Welding Program, Tulsa Welding School, 2010

Coast Guard 10-Ton Masters Course, Sea School, 2008

Coast Guard-Approved STCW BST Class, Sea School, 2008

Coast Guard-Approved Towing Endorsement Course, Sea School, 2007

Coast Guard-Approved OUPV Course, Sea School, 2006

LICENSES/CERTIFICATIONS
N/A



ERICK L. SMITH, RLS
SURVEY MANAGER

EDUCATION/TRAINING
Surveying Certificate, Southern Polytechnic State University, 2005

AS, Applied Science, Clayton College and State University, 1999

BA, History, Indiana University, 1993

CERM Survey Manager (2012-Present)

Baker Concrete Construction, Survey Party Chief (2011-2012)

Parsons Corporation, Survey Party Chief (2009-2011)

Moore Bass & Associates, Survey Party Chief / Junior Project Manager (2003-2008)

LICENSES/CERTIFICATIONS
RLS No. 3196 (GA)

Erick Smith has 20+ years of experience in performing boundary, topographic, engineering design, construction layout, construction as-built, and construction QA surveys. As CERM's Survey Section Manager, Mr. Smith is responsible for leading the operations of the Surveying and Mapping Business Group's project engagements. Clients include Hartsfield-Jackson Atlanta International Airport (H-JAIA), Metropolitan Atlanta Rapid Transit Authority (MARTA), the Atlanta BeltLine, Inc., Georgia Department of Transportation (GDOT), City of Atlanta, as well as DeKalb County. He has successfully engaged multiple teams of contractors, stakeholders, clients, and owners on various projects that reflect his wealth of survey experience.

DeKalb County Department of Watershed Management | Snapfinger Advanced Wastewater Treatment Plant (AWTP) Expansion Phase I, GA
Survey Project Manager. CERM performed a topographic survey depicting 2' contours (+/- 1') for the +/-22.5 acres of disturbed area of the Snapfinger Creek AWTP Expansion project. The survey included all natural and man-made topographic features as well as ditch and drainage structures located within the proposed entry areas. Inverts, materials, and sizes of sanitary sewer manholes and storm drainage structures within the topo limit were identified. CERM provided a survey database depicting excavated gas mains, water lines and electric lines, underground utilities. Permanent control points for the existing wall were also set for future QA/QC purposes. CERM performed volume calculations of excavated and stockpiled areas and supported CERM's geotechnical team for determining the volumes of blasted rock and overlying soils, remaining rock to be blasted, material removed from site, and material stockpiled on-site. CERM provided a boundary survey and placed temporary stakes as required by the client.

DeKalb County | Stormwater System QA/QC for the MS4 Inventory and Inspection, DeKalb County, GA
Survey Manager. Initiated in 2007, CERM was contracted to validate the technical and operational accuracy of approximately 80,000 stormwater structures. CERM conducted field inventory/inspections of stormwater system structures using global positioning system (GPS) survey devices; provided quality assurance/ quality control (QA/QC) assessments (10%) of previously inspected stormwater structures to validate the assessment and accuracy of work product; and consulted with the County as required on project operations and regulatory matters.

Atlanta Beltline Inc. | Atlanta BeltLine Eastside Trail Extension, GA
Survey Project Manager. Project scope included boundary survey, ALTA survey, and topographic survey to support the design plans.

Atlanta Beltline Inc. | Atlanta BeltLine Westside Trail Extension, GA
Survey Project Manager. Project scope included boundary survey, ALTA survey, and topographic survey to support the design plans.



KASSAHUN GIRMAY, PE
GEOTECHNICAL LEAD

EDUCATION/TRAINING
BS, Civil Engineering, Mekelle University, Ethiopia

CERM (2012-Present)

ECS South East, LLC (2011-2012)

Milestone Construction, Inc. (2003-2010)

LICENSES/CERTIFICATIONS
PE No. 040197 (GA); 906696 (DC)

Primavera P6 Client

FHWA, NHI – 130055, Safety Inspection of In-Service Bridges

American Concrete Institute (ACI), Field Concrete Technician

Grade I Nuclear Gauge Safety

Virginia DOT Concrete Field School

Soil and Aggregate Compaction School (Washington Area Council of Engineering Laboratories)

Concrete Field School (Washington Area Council of Engineering Laboratories)

Kassahun Girmay, PE, Associate Project Manager for CERM, has over 18 years of progressive and significant experience in geotechnical and construction management engineering. His field of expertise includes developing and directing subsurface exploration programs in soil and rock parameters. Mr. Girmay develops recommendations for foundation support and site preparation. Projects under his direction consist of managing materials testing for quality assurance and control in the construction space and safety inspections of bridges, tunnels, and walls in accordance with the National Bridge Institute's guidelines.

City of Atlanta, Department of Parks & Recreation | Westside Park, GA
Project Manager. Coordinated the deployment of appropriate staff and equipment in conjunction with providing a full range of construction materials testing (CMT) related.to earthwork, concrete testing, and foundation construction. Also reviewed field reports to ensure conformity of project specifications.

DeKalb County | Rockbridge Road and Fairoaks Road Water Main Replacement, GA
Project Engineer. Coordinated the deployment of appropriate staff and equipment in conjunction with providing a full range of construction materials testing (CMT). The scope of work consisted of CMT services for graded aggregate base (GAB) compaction and concrete testing. Also reviewed the field reports to ensure conformity of project specifications.

MARTA | Pedestrian Bridges Structural Assessments, Atlanta, GA
Project Manager/Engineer. A certified NBIS Bridge inspector in connection with its subcontract agreement with a national consulting firm to provide a comprehensive and detailed MARTA structural pedestrian bridge inspection. Worked with the field team as an inspector and is also preparing the interim and final reports that include the structural condition assessment and rating of all structural elements.

MARTA | Addition of North Entrance and Pedestrian Bridges at the Buckhead Station, Atlanta, GA
Project Engineer. Was instrumental in performing soil compaction and concrete testing during the construction of a pedestrian bridge connecting the east and west sides of the Buckhead community. The bridge offers a convenient entrance to the Buckhead MARTA Station from both sides of the community allowing pedestrian access from Stratford Road to Tower Place Drive over Georgia 400 with minimum vehicular interaction. This project was sponsored by MARTA, in partnership with the Buckhead Community Improvement District, GDOT, State Road and Toll Authority (SRTA), Federal Transit Administration (FTA) and the City of Atlanta.



DAVID M. KILLINGSWORTH

SAFETY MANAGEMENT LEAD

As CERM's Manager for Environmental, Health & Safety, Mr. Killingsworth is responsible for managing risks in CERM's field and office environments as well as developing prevention strategies to minimize their impact upon our work environments. David objectively evaluates the CERM's departments to make sure that employees adhere to safety standards, policies, and procedures. David manages and directs activities of staff Safety Specialists and coordinates their work activities as they apply to specific projects and work locations. He develops site safety program management strategies, compliance and incident response plans, reports on construction projects and leads the safety team in monitoring and coordinating CERM's safety programs. David influences and inspires CERM personnel's commitment to safety standards and safe work environments.

City of Atlanta, Department of Parks & Recreation | Westside Park, GA
Project Manager. Assisted with setting up materials testing, surveying, and environmental duties needed for the project; keeping upper management and project stakeholders abreast of progress throughout the duration of the project; processed contractor invoices for payment; stayed in constant communication with the City of Atlanta Department of Parks & Recreation to ensured that the prime contractor and subcontractors provided quality workmanship and product while adhering to City of Atlanta specifications.

BP and Texaco | FL and Houston, TX
HSSE Manager, Emergency Response Manager, Contractor Safety Manager. Provided HSE leadership and expertise for retail gas stations, marine and land terminals, distribution, and pipeline facilities, marine, shipping, exploration and production activities in the US, Americas and globally.

BP and Texaco | AL, FL, GA
Mr. Killingsworth directed 100+ leaking underground storage tank remediation sites at retail gas stations, bulk plants, pipelines, distribution terminals and marine docks, in Alabama, Florida and Georgia. Mr. Killingsworth contracted and directed the removal of asbestos insulation from boilers and pipelines. He developed and implemented Waste Management Programs, including waste disposal site audits, re-use and recycling programs.

Alabama Department of Environmental Management, Florida Department of Environmental Protection, and BP | AL and FL
Mr. Killingsworth performed NPDES compliance monitoring, stream, river, basin studies and monthly water quality sampling and analysis in Alabama, Florida, and Georgia. He performed benthic sampling around oil rigs in the Gulf of Mexico. He responded to spills, ship groundings and oil gathering pipeline leaks into rivers and tributaries. In response to the biggest oil spill in US history, Mr. Killingsworth assisted in the organization of 3 major command centers in Texas, Louisiana and Alabama, and served as Safety Officer during the response.

EDUCATION/TRAINING

BES, Environmental Science, University of South Alabama

CERM, Manager, Environmental, Health & Safety (2019-Present)

Killingsworth & Associates, Principal (2015-2019)

BP Corporation (1993-2015)

Global Wells, Manager, Contractor Safety

Global Procurement & Supply Chain Management, HSSE Manager

Global Shipping, HSSE and Emergency Response Manager

LICENSES/CERTIFICATIONS

Certified Safety Professional CSP-19103, Board of Certified Safety Professionals (BCSP)

American National Standards Institute (ANSI) Accredited

REFERENCES - LOWE

CITY OF DUNWOODY

Michael Smith, Public Works Director
678.382.6700
Engineering design, GIS, program management, CIP development and management, surveying, plan review, H&H studies, traffic, transportation, parks and recreation, facilities, stormwater utility management, water/ wastewater, right-of-way management, customer complaint response, private development plan review, biological monitoring, bid phase services, utilities coordination, construction management, inspections.
2009 – 2024

CITY OF BROOKHAVEN

Christian Sigman, City Manager
404.637.0513
Engineering design, GIS, program management, surveying, plan review, H&H studies, traffic, transportation, stormwater utility management, facilities, water/wastewater, right-of-way management, customer complaint response, private development plan review, CIP development and management, biological monitoring, utilities coordination, bid phase services, construction management, and inspections.
2013 – 2026

CITY OF JOHNS CREEK

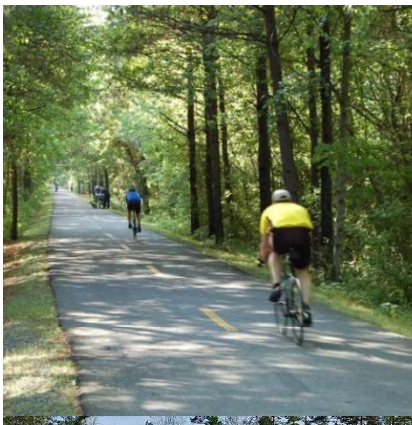
Chris Haggard, Public Works Director
678.512.3253
Engineering design, GIS, surveying, plan review, traffic, transportation, stormwater inventory and assessment, facilities, water/ wastewater, right-of-way management, customer complaint response, CIP development and management, utilities coordination, bid phase services, construction management, inspections.
2021 – 2025

CITY OF DORAVILLE

Chris Eldridge, City Manager
770.936.3862
Engineering design, GIS, program management, surveying, plan review, H&H studies, traffic, transportation, stormwater utility management, facilities, water/wastewater, right-of-way management, customer complaint response, private development plan review, CIP development and management, biological monitoring, utilities coordination, bid phase services, construction management, inspections.
2021 – 2025

CITY OF SANDY SPRINGS

John McDonough, Former City Manager
864.232.2273
Marty Martin, Director of Public Works
770.730.5600
Engineering design, GIS, surveying, plan review, traffic, transportation, stormwater inventory and assessment, facilities, water/ wastewater, right-of-way management, customer complaint response, CIP development and management, utilities coordination, bid phase services, construction management, inspections.
2011 – Present









REFERENCES - CERM

DEKALB COUNTY, DEPARTMENT OF WATERSHED MANAGEMENT

Cassandra M. Marshall, PMP, Program Administrator - CIP
770.724.1450
Project management, GIS support, program development and management, risk management, technical support, emergency services, community outreach and public relations, PMIS implementation support, budgeting, and scheduling.
2015 – 2023

RENEW ATLANTA

Commissioner Josh Rowan, Atlanta Department of Transportation
404.865.8873
Project management, program management assistance, pre-construction services, construction management, program safety, utility coordination, field engineering, construction inspection, community outreach and public relations, program controls, estimating, and scheduling.
2016 – Present

ROCKDALE COUNTY, DEPARTMENT OF STORMWATER MANAGEMENT

Chairman Osborn Nesbitt, Sr, Board of Commissioners
770.278.7003
Program management, capital improvement development and planning, plan design, development plan review, project management, and construction management.
2019 – Present

ROCKDALE COUNTY, DEPARTMENT OF WATER RESOURCES

Derek Bogan, Director
770.278.7412
Program mangement, program development, wastewater treatment capacity management, potable water storage management, SCADA system improvements program analysis, development of 2040 Water and Sewer Master Plan, risk and resiliency assessment, and water system auditing.
2017 – Present

MOBILE AREA WATER AND SEWER SYSTEM (MAWSS) ON-CALL PROFESSIONAL SERVICES

Daryl Russell, PE, Water and Sewer Engineering Manager
251.694.3196
Construction enginering inspection, geotechnical engineering services, Phase I and Phase II environmental site assessment, environmental and engineering design services.
2017 – Present









STATEMENT OF FINANCIAL STABILITY

LOWE ENGINEERS, LLC

Lowe is proud to be a Georgia-based firm standing strong after 23 years in this market in our current organization. We remain on solid financial footing as a registered small business. Our leadership remains steadfast to its plan for operating a stable revenue stream with an emphasis on cost control for our clients. Lowe continues to successfully complete all contracts and has never been removed or failed to complete any contract executed. We currently have over 135 employees, showing growth in each of the last 5 years.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

CERM has experienced steady growth in revenues over the last five (5) years and continues to be a profitable firm. Cashflow has continued on a positive trajectory over the years and the firm has a line of credit capacity of $2.5 million.

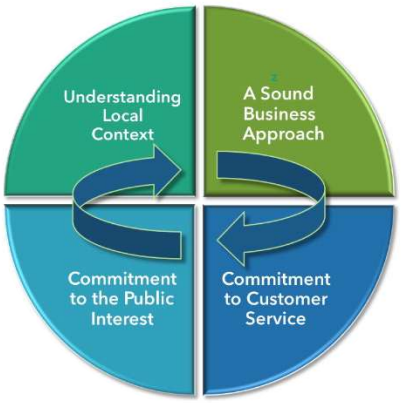
Compiled financial statements from the last five (5) years for each firm can be found at the end of this proposal.

METHODOLOGY

METHODOLOGY & SCHEDULE

HIGHLIGHTS OF OUR APPROACH – MUNICIPAL ENGINEERING AND PROFESSIONAL SERVICES

Our approach to deliver high quality service to the City of Stonecrest comes from our experience with start-up municipalities in metro Atlanta. In accordance with the RFQ, some highlights of our approach are summarized below.



Local Experience
We have been managing and executing the LMIG and SPLOST CIP programs for the cities of Dunwoody and Brookhaven for every year they have received/utilized these types of funds. We have solid relationships with DeKalb County and GDOT to maximize benefits and program utilization.

Limited Budgets
LOWE/CERM understands the constraints of limited budgets for capital construction. These limits require the program management function to be as efficient as possible to get the biggest bang for every dollar invested. We do this on a daily basis.

Selection of Contractors and Design Consultants
Selection of the right contractors and consultants is also critical to proper execution of capital projects. We are extensively experienced in this area and in supervising them in performing their assignments.

Citizen Information
All capital programs executed by the City require a high level of information sharing with the tax-paying public. They want to know their investment is being wisely utilized and want to be informed on how quickly they can see the return on their investment. We execute numerous public information programs and use various media to keep the public informed.

Budgets
Accurate and current budgeting is critical to optimization of capital programs. We know how to estimate project budgets at all levels, from concept to final design and through to execution. Surprises and unjustified change orders are not acceptable.

Schedule
Along with budgets, schedule maintenance and schedule execution is also critical. LOWE/CERM believes in executing projects with continuous awareness of the schedule and any impact decisions will have on it. We dynamically keep to our schedules and are constantly looking for ways to improve.

Pavement Management
Much of LMIG and SPLOST programs are utilized on pavement management. Based on our experience in running the pavement management programs in Dunwoody and Brookhaven, we know how to do it. We use advanced techniques and models to decide what sections of streets need to be resurfaced and/or reconstructed.

Traffic and Transportation
Traffic and transportation infrastructure components of a city affect citizens every day. We understand this and know how to focus our efforts on projects that improve travel conditions for the public.

City Facilities
SPLOST funds are also frequently used on facilities, including city buildings, as well as parks and recreation. We have experience in facility demolition, remodeling, new construction, and repurposing.

INTRODUCTION



LOWE/CERM will provide prioritization, planning, organization, staffing, direction, coordination, review, along with budget activities and services associated with general engineering needed for the city. More details of our professional services are provided in the following pages, including our approach, as they relate to the scope of services outlined in the RFQ, understanding of the contract's goals and objectives, as well as a demonstrated understanding of potential challenges.

LOWE/CERM is committed to professionally serving Stonecrest with the program management services it needs. We pride ourselves on providing superior leadership, first-class expertise, innovative solutions, state-of-the-art technology, and outstanding workmanship. To this end, we employ methodology and confidentiality standards that fully comply with or exceed the most recently established professional standards and best practices in our industry with regard to general engineering and related services.

DETAILED SCOPE OF WORK

Limited-Scope Public Works Services

Full-Time Staff On-Site: LOWE/CERM will have full-time staff working with City staff to provide customer service during the City's functional hours. We have staff experienced in delivering municipal services in DeKalb County. They are further familiar with the area and City infrastructure. We also have experienced staff working with the DeKalb County Public Works Department and Department of Watershed Management in coordinating the City's needs.

Agenda Items, Responsiveness, and Related Services: LOWE/CERM will provide assistance in the preparation of agenda items and other information requested by the City Council and other inquirers. We are highly responsive to requests for information and keep detailed records of requests and responses.



Communications Support: LOWE/CERM will provide communications support on specific project information as well as program accomplishments, including publications, visualizations/imaging, document sharing, and other creative communication methods. Social media capabilities will be developed and utilized as approved by the City.

A/E Services: LOWE/CERM will deliver general engineering and/or architectural and related services for capital projects, as needed. Our depth of expertise, experience, and resources allow us to accomplish these services successfully and in a timely manner.

Period of Service Execution: LOWE/CERM can provide these as-needed general engineering services on a seven-day a week basis or, at a minimum, typically five days a week.

Program Prioritization: LOWE/CERM will assist in developing priorities for any required programs to include adjustments in the program as projects are added or completed.

Program Management Plan: LOWE/CERM will coordinate and manage planning, design, engineering, environmental, utilities, permitting, land acquisition, bidding, and construction through contract closeout/remnant disposition, warranty periods, and operations initiation for the total program. We ensure project schedules are maintained and manage impacts to the overall program budget and schedule. Our databases will be updated on an on-going basis so updates are dynamic. Critical path scheduling will be utilized to understand the impact of specific components of projects such as permitting, bidding, Council approvals, etc.



Budget and Schedule: LOWE/CERM will assume complete responsibility in developing and maintaining budgets and schedules for all projects as well as an overall budget and schedule. We utilize Microsoft Project or any other City-desired software to accomplish this. Our software is collaborative and has an issue tracking system, integrated scheduling, overall program reporting, resource and document management, workflow systems, forecasting and reporting and analyses. The software will be web-based for easy access by interested parties. It will provide functionality for multiple funding sources, varying with cash flow and change management. LOWE/CERM will coordinate, as needed, with all other departments.

City Systems and Software: LOWE/CERM will utilize, coordinate with, provide data entry and/or data loading, and verification of City scheduling, project management, and limited financial systems so that accurate, up-to-date management information is available for all City staff and consultant team members. LOWE/CERM may also recommend enhancements to and/or other programs to maximize system productivity and eliminate redundancies.

Financials: The financial capabilities of Microsoft Project allow LOWE/CERM to track many of the fiscal metrics on a project. We can compare predicted and actual costs at each step as it is completed to identify problems, address them, and make sure the project stays on budget. We can also observe and report cash flows such as invoices and all payments made. All these metrics can be reported in whatever way is most appropriate for the City.

Reports: One of the most powerful aspects of Microsoft Project is its reporting capabilities. They can easily be prepared and shared with any interested party, along with being posted to inform constituents on the state of the project. Whenever any significant change is made, or on pre-determined intervals, updated reports can be published in the preferred manner. Many different types of reports are possible, from timeline, cost, and resource use reports to custom reports made to answer specific questions.

City Coordination: LOWE/CERM will provide coordination with the City's annual budget process, any long-term capital improvement planning, and related applicable grants administration.

Grant Administration: LOWE/CERM will administer grants as applicable for a particular grant being utilized.

Limited Engineering: LOWE/CERM will perform, manage, and/or coordinate engineering support for limited construction plans and bid documents (under $50,000 value) for minor projects such as drainage improvements, sidewalks, etc. We do this now in Dunwoody, Brookhaven, and Doraville and are very familiar with this efficient use of resources.

Value Engineering: LOWE/CERM will perform value engineering (VE) services for large or complex and/or as directed by the City. We believe most projects can benefit from a VE study and do not have to cause delays.

Constructability Reviews: By performing constructability reviews for all projects, LOWE/CERM can utilize our experienced staff and internal expertise. These reviews will coordinate across all projects for common construction tasks and opportunities.

Public Information: LOWE/CERM will provide approved project information to the public, including phone and personnel contacts, as well as develop and use special communication/presentation tools, including social media, as may be required. LOWE/CERM is well-experienced in preparing, attending, and conducting public information meetings, in addition to developing, coordinating, and preparing public information reports.

PLAN REVIEW, INSPECTION, AND COMMUNITY DEVELOPMENT DEPARTMENT SUPPORT

Plan Reviews: To support the Community Development Department, LOWE/CERM will perform plan reviews, which will be accomplished very quickly to meet the City service delivery schedule. This speeds up the review process and resubmittal steps, and allows for better documentation. Our staff will attend review meetings that will be held on complicated projects and/or, as needed, to facilitate the understanding of comments. Review checklists will be established or modified and used by design consultants to standardize as much of the designs as possible.



Construction Inspection Services: LOWE/CERM will perform construction inspection services for private developments on behalf of the City. This includes land development and erosion control inspection. Detailed site visit inspection data will be maintained in an online system available, as needed. We will also conduct all building and trade inspections to support the Community Development Department.

Pre-Construction Meetings: LOWE/CERM will further schedule and conduct pre-construction conferences with contractors, utilities, and other interested parties to discuss construction schedules, submittals, project requirements, etc. The meetings will be digitally recorded and transcribed. LOWE/CERM will distribute meeting minutes to all interested parties and provide all documentation into our database. Addenda will be prepared and issued, as necessary.

SPECIFIC ABILITIES

LOWE/CERM can fully and seamlessly provide the City of Stonecrest with the following services:

- Project Management
- Capital Infrastructure Project Development and Management
- Civil Site Engineering
- Water Resources
- Stormwater Management
- Municipal Services
- Program Management
- Transportation Engineering
- Traffic Engineering
- Surveying
- Remote Sensing
- Geospatial/Mapping/GIS
- Construction Management
- Environmental Services
- Geotechnical Services
- Safety Management

SUBCONSULTANTS

No subconsultants will be engaged for this contract. LOWE/CERM can, as a joint venture, provide all services in-house for greater responsiveness, increased efficiency, superior quality, and streamlined project management.

CAPACITY AND ABILITY TO FURNISH SERVICES

Should LOWE/CERM need to respond to an urgent/emergency request by the City, our professionals and experts can be physically present on the project site within an hour and be fully prepared to deliver what is required.

Conveniently located at GA 400 and I-285 in Sandy Springs, LOWE/CERM's headquarters office has all the requisite staffing and technological resources to devote to this contract and perform the work in the timeframes required. For emergency conditions, LOWE/CERM is thus well-positioned to provide any service the City needs. LOWE/CERM further ensures all work is completed on-time, as negotiated, in an efficient and professional manner.

The majority of CERM's more than 100 employees are based out of the Tucker, GA, headquarters, so they are readily available to serve the City of Stonecrest's engineering services requirements upon execution of a contract and Notice to Proceed. In addition, CERM currently provides staff augmentation services to Rockdale County, including transportation and stormwater management services, and can assist day-to-day with the types of project management, inspection, development plan review, citizen complaint resolution, and related engineering services near the City of Stonecrest. If an urgent request arises, CERM has the personnel and expertise to respond to the request in a timely manner.

Thus LOWE/CERM is well-placed and well-resourced to provide for any of the City's municipal engineering and professional services needs.



WE ARE HERE FOR STONECREST!

LOWE PERSONNEL	CERM PERSONNEL
14 Professional Civil Engineers	2 Professional Environmental Engineers
7 Professional Transportation Engineers	19 Environmental Specialists
3 Professional Traffic Engineers	1 Professional Civil Engineers
5 Professional Land Surveyors	1 Professional Land Surveyors
2 Geospatial Information Systems Professionals	1 General Information Systems Specialist
1 Certified Stormwater and Floodplain Manager	37 Construction Engineer, Managers, Inspectors
65 Technical Support Personnel	4 Geotechnical Engineers
	27 Technical Support Personnel
135+ Total Employees	117 Total Employees

PROJECT SCHEDULE

Below is LOWE/CERM's proposed project schedule:

MUNICIPAL ENGINEERING AND PROFESSIONAL SERVICES
CITY OF STONECREST, GA
TENTATIVE TRANSITION SCHEDULE

	2021				2022 - 2026										
	12/06	12/13	12/20	12/27	01/03	01/10	01/17	01/17	01/24	01/31	02/07	02/14	02/21	02/28	03/07
Proposals Due															
Contract Awarded															
Contract Signed															
Kick-off Meeting with the City															
City Engineer/Assistant City Engineer On-Board															
Plan Review and Inspection Staff On-Board															
Right-of-Way Management Staff On-Board															
Private Development Staff On-Board															
SPLOST Management Staff On-Board															
Other Staff On-Board															

* Proposed schedule depends on the City of Stonecrest Council meeting dates (Award of Contract)
* City Engineer and Assistant City Engineer will be available first day of contract start date
* Schedule assumes a NTP date of 01/03/2022

Staff Transition Period
Staff In-Place, Working

ADDITIONAL CAPACITY AND CAPABILITIES

If the City of Stonecrest decides to transition its Public Works Department from DeKalb County oversight and operations to City control, LOWE/CERM is capable of providing exceptional expertise and professional services for the transition and beyond.

Currently, LOWE/CERM fully manages, through dedicated on-site staff, Public Works Departments for the City of Dunwoody and City of Brookhaven since the incorporation of both municipalities. LOWE/CERM also provided in-house Public Works staff at the City of Sandy Springs from 2005 to 2011, and currently provides on-call TSPLOST services for the City.

In addition, LOWE/CERM has been performing the following services to municipalities of similar size throughout metro Atlanta for more than a decade:

- Responding (24-7) to emergency disasters including snow and icing events, severe flooding events, and heavy wind damage storms.
- Management of pavement maintenance (e.g., patching, pothole repairs, and striping) through a citizen-initiated work order system, pavement conditional assessment, as well as via resurfacing prioritization recommendation using Pavement Condition Index (PCI) analysis (which LOWE/CERM has performed for Sandy Springs, and continues to perform for Dunwoody, Brookhaven, and Doraville).
- Right-of-way maintenance in major thoroughfares and local roads throughout Sandy Springs, Dunwoody, and Brookhaven, along with litter control, grass mowing, tree removal and trimming.
- Right-of-way permitting and inspection, including driveway piping, all utility encroachments and work within right-of-ways by builders and developers.
- Traffic signal maintenance, sign replacement, and maintenance (Sandy Springs, Dunwoody, Brookhaven, Chamblee, and Doraville), as well as attending GDOT Maintenance District meetings representing Sandy Springs, Dunwoody, Brookhaven, and Chamblee.
- Traffic calming, establishing traffic calming programs and implementing them via citizen petition, traffic studies, along with representing the cities at GDOT zone meetings.

- City monument design and construction at city limits, landscaping design and maintenance, coordinating with GDOT on entering the City signs from the interstate.
- Completion of all GDOT-required certifications to administer federal and state funded transportation projects.
- Management of completing several comprehensive transportation plans, corridor studies, bicycle and pedestrian master plans and five-year plan updates, along with implementing recommended projects.
- Applying for and successfully securing federal and state grants for infrastructure improvements within the cities that we provided public works services for. LOWE/CERM staff has extensive experience working with the Atlanta Regional Commission in grant application, execution, and reporting for LCI and other infrastructure improvement projects.
- Finally, it is important for new cities to establish policies and procedures to define how to deliver services to residents so as to ensure service quality. These policies and procedures help to standardize responses and services to residents and provide a workflow manual to staff who interface with residents. Our staff has assisted several start-up cities in writing policies and procedures for public works operations and capital program delivery.

Lowe Engineers has been extremely professional and responsive. They do quality work and send required reports in the right format. I highly recommend Lowe for the services you need.

Angel Jones
Stormwater Program Supervisor
DeKalb County, GA

DeKalb County
GEORGIA



DST OF SERVICES

COST OF SERVICES

Please see attached fee schedule.

SURANCE

Client#: 25385 LOWEENGI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 8/0 *Item XIII. f.*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Becky Egan	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-670-5355	FAX (A/C, No):
	E-MAIL ADDRESS: rebecca.egan@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Twin City Fire Insurance Co.	29459
INSURED Lowe Engineers, LLC 990 Hammond Drive Suite 900 Atlanta, GA 30328	INSURER B : Hartford Casualty Ins. Co.	29424
	INSURER C : Hartford Fire Insurance Co.	19682
	INSURER D : Evanston Insurance Company	35378
	INSURER E : Hartford Accident & Indemnity Company	22357
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 21-22** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBWAK1896	08/17/2021	08/17/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			20UEGIC2043	08/17/2021	08/17/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			20XHGXU6007	08/17/2021	08/17/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			20WBGAB7T2E	08/17/2021	08/17/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab Incl Pollution			MKLV7PL0004875	08/17/2021	08/17/2022	Per Claim $5,000,000 Aggregate $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Proposal Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights re

CERTIFICATE OF LIABILITY INSURANCE

DAT

Item XIII. f.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Frady	
Insurance Office of America, Inc. 100 Galleria Parkway Suite 600 Atlanta GA 30339	PHONE (A/C, No, Ext): 770-250-0161	FAX (A/C, No): 678-919-1151
License#: 0E67768	E-MAIL ADDRESS: lisa.frady@ioausa.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Century Surety Company	36951
INSURER B : Star Insurance Company	18023
INSURER C : Union Insurance Company	25844
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CORPENV-03

Corporate Environmental Risk Management, LLC
1990 Lakeside Parkway
Suite 300
Tucker GA 30084

COVERAGES **CERTIFICATE NUMBER:** 1824709898 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CCP948878	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CAA4428547	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			CCP948879	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC0836847	2/1/2021	2/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab. Pollution Liab.			CCP948878	2/1/2021	2/1/2022	Each Claim Each Occurrence	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Coverage is Claims-Made & the General Aggregate applies to it.
Additional Insured applies with respect to General Liability and Contractors Pollution Liability for ongoing and completed operations when required by written contract per form #s EAI2010 12/18 and EAI2037 06/19. General Liability is primary and non-contributory when required by written contract per form #ENV0001 03/19. Additional Insured applies with respect to Auto Liability and is primary and non-contributory when required by written contract per form #AICA59 02/15. Waiver of Subrogation is in favor of the Additional Insureds with respect to General Liability per form #ENV0001 03/19, with respect to Auto Liability per form #AICA59 02/15 and with respect to Workers Compensation per form #WC000313 04/84. Excess Liability follows form. 30 days notice of cancellation with 10 days notice for non-payment of premium will be given in accordance with the policy provisions.
Project: Ongoing Municipal Engineering and Professional Services, RFP Number: 2021-028\

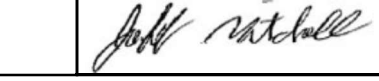
CERTIFICATE HOLDER

City of Stonecrest, Georgia
3120 Stonecrest Blvd
Stonecrest GA 30038

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights r .

ORMS AND SUPPORTING DOCUMENTS

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Lowe Engineers, LLC, ("Contractor"), whose address is 990 Hammond Drive, Suite 900, Atlanta, GA 30328, and I further certify that:

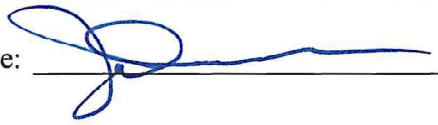
(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(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, CERM, LLC 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: Lowe Engineers, LLC

Date: December 3, 2021 Signature: 

Title: Managing Partner

EXHIBIT E

PURCHASING POLICY ADDENDUM

I, Jon Drysdale, PE, 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.

December 3, 2021

BY: Authorized Officer or Agent Date
(Contractor Signature)

Managing Partner

Title of Authorized Officer or Agent of Contractor

Jon Drysdale, PE

Printed Name of Authorized Officer or Agent

December 3, 2021

Date

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: Lowe Engineers, LLC

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.GA. § 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.

157281 Date of Authorization: October 8, 2008

EEV/Basic Pilot Program* User Identification Number

December 3, 2021

BY: Authorized Officer or Agent
(Contractor Name)

Date

Managing Partner

Title of Authorized Officer or Agent of Contractor

Jon Drysdale, PE

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 3rd DAY OF December, 2021

S GLAZE

Notary Public

My Commission Expires: 2/6/25

S GLAZE NOTARY EXPIRES GEORGIA February 6, 2025 PUBLIC COBB COUNTY

* 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).

REQUEST FOR PROPOSAL APPLICATION

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name Lowe Engineers, LLC

Applicant Address 990 Hammond Drive, Suite 900, Atlanta, GA 30328

Applicant Phone 404.312.1843 Email jon.drysdale@loweengineers.com

The firm, Lowe Engineers, (that will be responsible for management of the contract associated with this RFQ) is a Legal Entity:

- ☐ Individual(s) If multiple, identify
- ☐ Corporation
- ☒ LLC
- ☐ Joint Tenants
- ☐ Tenants in Common
- ☐ Partnership
- ☐ Other (Identify Other) _____

If not a Georgia corporation/partnership, state where organized: _____

(Attach current corporation documentation.)

Management TEAM

Jon Drysdale, PE, Managing Partner, CEO

Bill Daniel, PLS, CP, COO

Richard Meehan, PE, Partner, Chief Engineer

Scott Athey, PE, Partner

Sally Riker, F.SAME, Partner

Sameer Patharkar, PE, Partner

Other Members Jason Combs, GISP, Partner

Other Members Jonathan Gazaway, Partner

Josh Daniel, PLS, Partner

CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.
   N/A

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.
   N/A

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the
   names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.
   N/A

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.
   N/A

(NOTE: Attach additional pages, as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

Authorized Signature of Responder

December 3, 2021
Date

CERTIFICATE AND ACKNOWLEDGEMENT

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

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

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

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

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I Jon Drysdale, PE, Managing Partner, as Authorized Representative for Lowe Engineers, LLC,

hereby certify that all information and materials submitted in response to this RFQ are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFQ, and I authorize third parties to release such information to the City.

Authorized Signature of Responder — Date: December 3, 2021

Jon Drysdale, PE
Print or type name

Authorized Signature of Responder — Date

Print or type name

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Corporate Environmental Risk Management, LLC (CERM), ("Contractor"), whose address is 1990 Lakeside Parkway Ste 300, Tucker, GA 30084, 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, Lowe Engineers, LLC 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:Corporate Environmental Risk Management, LLC (CERM)

Date: 11/29/2021 Signature: 

Title: Terrell S. Gibbs, PE, PhD, Chief Operating Officer

EXHIBIT E

PURCHASING POLICY ADDENDUM

I, Terrell S. Gibbs , 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.



11/29/2021

BY: Authorized Officer or Agent Date
(Contractor Signature)

Chief Operating Officer

Title of Authorized Officer or Agent of Contractor

Terrell S. Gibbs, PE, PhD

Printed Name of Authorized Officer or Agent

11/29/2021
Date

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: **Corporate Environmental Risk Management, LLC (CERM)**

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.GA. § 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.

237294 Date of Authorization: August 12, 2009

EEV/Basic Pilot Program* User Identification Number

11/30/2021

DATE

BY: Authorized Officer or Agent
(Contractor Name)
Chief Operating Officer

Title of Authorized Officer or Agent of Contractor
Terrell S. Gibbs, PE, PhD
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 30 DAY OF November, 2021

Notary Public

My Commission Expires: 8/14/2025

LTANYA RENEE HALL
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES AUGUST 14, 2025

* 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).

REQUEST FOR PROPOSAL APPLICATION

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name Corporate Environmental Risk Management, LLC (CERM)

Applicant Address 1990 Lakeside Parkway Ste 300, Tucker, GA 30084

Applicant Phone 678.999.0173 Email tgibbs@cerm.com

The firm, Corporate Environmental Risk Management, LLC (CERM), (that will be responsible for management of the contract associated with this RFQ) is a Legal Entity:

- ☐ Individual(s) If multiple, identify
- ☐ Corporation
- X LLC
- ☐ Joint Tenants
- ☐ Tenants in Common
- ☐ Partnership
- ☐ Other (Identify Other) _____

If not a Georgia corporation/partnership, state where organized: _____

(Attach current corporation documentation.)

Management TEAM

Albert Edwards, President & CEO

Terrell Gibbs, PE, PhD, Chief Operating Officer

Cliff Lambert, Executive Vice President

Frank Lazaro, Director of Client Services

Other Members_____

Other Members_____

CONFLICT OF INTEREST DISCLOSURE

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.
   N/A

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.
   N/A

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the
   names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.
   N/A

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.
   CERM's CEO Albert Edwards owns property in DeKalb County at the following addresses:
   2671 Brickell Square, Atlanta, GA 30341
   2292 Meadowvale Drive, Atlanta, GA 30345

(NOTE: Attach additional pages, as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

Authorized Signature of Responder

11/29/21
Date

CERTIFICATE AND ACKNOWLEDGEMENT

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

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

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

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

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:
I ,Terrell S. Gibbs, as Authorized Representative for
Corporate Environmental Risk Management, LLC,
hereby certify that all information and materials submitted in response to this RFQ are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFQ, and I authorize third parties to release such information to the City.



11/29/2021
Date

Authorized Signature of Responder

Terrell S. Gibbs, PE, PhD

Print or type name

_____
Date

_____
Authorized Signature of Responder

_____
Print or type name

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9832663
EFFECTIVE DATE: 09/03/1998
COUNTY : FULTON
REFERENCE : 0077
PRINT DATE : 09/03/1998
FORM NUMBER : 356

BOVIS, KYLE & BURCH, LLC
C. SAM THOMAS, P.C.
STE 330, 53 PERIMETER CENTER
ATLANTA, GA 30346

CERTIFICATE OF ORGANIZATION

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

LOWE ENGINEERS, LLC
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Lewis A. Massey
Secretary of State

Control Number : K526137

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, L.L.C.
a **Domestic Limited Liability Company**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	:	21753474
Date Inc/Auth/Filed	:	08/23/1995
Jurisdiction	:	Georgia
Print Date	:	08/04/2021
Form Number	:	211

Brad Raffensperger

Brad Raffensperger
Secretary of State

CORPORATE SEAL & LIST OF PRINCIPALS

LOWE ENGINEERS, LLC

Jon Drysdale, PE	Managing Partner, CEO
Bill Daniel, PLS, CP	Partner, COO
Richard Meehan, PE	Partner, Chief Engineer
Sally Riker, F.SAME	Partner
Sameer Patharkar, PE	Partner
Jason Combs, GISP	Partner
Jonathan Gazaway	Partner
Scott Athey, PE	Partner
Josh Daniel, PLS	Partner



CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

Albert G. Edwards	President, CEO
Terrell Gibbs, PhD, PE	COO
Cliff Lambert	Executive Vice President
Frank Lazaro	Director of Client Services

LOWE/CERM would like to submit the following requested changes and clarifications with regard to the sample contract in RFP No. 2021-028. All suggested edits are in blue and underlined:

1. Section 1: **Services**
   - 2nd sentence: "If any services to be performed are not specifically listed in Exhibit A or herein but are ~~necessary~~ usual and customary to ~~accomplish~~ complete the ~~purpose of~~ Services under this Agreement, Contractor agrees to perform such Services at the direction and approval of the City Manager or his/her designee as denoted by written notice."

2. Section 5: **Warranty on Services Rendered**
   - Delete the entire section completely and start renumbering sections thereafter.

3. Section 6: **Termination for Default**
   - "The City may, subject to the provisions of subparagraph (c) below, by seven (7) business days' written notice…."

4. Section 8: **Disputes**
   - "Pending resolution of any dispute hereunder, and provided the Contractor received timely payment of any and all undisputed amounts, the Contractor shall proceed diligently with the performance of work in accordance with the terms of this Agreement and standard of care in consideration of the City's direction."

5. Section 9: **Indemnification**
   - "…(collectively, the "City Indemnitees") from and against any and all third party claims, liabilities, demands, losses, damages, ~~fines, penalties,~~ costs or expenses (including reasonable attorney's fees ~~costs and costs~~), incurred by any City Indemnitee ~~as a result of or arising out of~~ to the extent caused by (i) ~~the wrongful misconduct or~~ negligence (including fraud) of Contractor or its employees, agents, and representatives in performing the approved Services under this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) material failure by Contractor or its employees, agents, and representatives to exercise the standard of care to comply with ~~all applicable~~ federal, state, or local law, rule or regulation ~~in connection with~~ which are applicable to the Services provided under this Agreement."

6. Section 11(b): **Standard of Performance and Compliance with Applicable Laws**
   - "Contractor agrees to perform the Services in a manner consistent with the standards of professionalism with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Contractor makes no other representations or warranties, whether expressed or implied, with respect to the services rendered under this agreement."
   - Delete all other text.

7. Section 11(c): **Standard of Performance and Compliance with Applicable Laws**
   - "Contractor warrants and represents that it will, at all times, exercise the standard of care to observe and comply with ~~all~~ any federal, state, local and municipal laws, ordinances, rules, and

regulations, ~~relating~~ applicable to the provision of the Services to be provided by Contractor hereunder ~~or which in any manner affect this Agreement~~."

8. Section 13: **The City's Assistance and Cooperation**
    - Last sentence: "…to relieve the Contractor from ~~complete, proper, and punctual~~ exercising the standard of care in its performance of all the Contractor's obligations under this Agreement."

9. Section 18: **Attorney's Costs**
    - "Both parties agree that should a party resort to litigation or dispute resolution to enforce the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party, each Party shall be responsible for their own costs."
    - Delete all other wording.

FINANCIAL STATEMENTS

This financial document is Proprietary and Confidential to Lowe Engineers, LLC. This ex is based on federal Freedom of Information Act (FOIA) Exemption 4, which protects trade secrets and commercial or financial information that could harm the competitive posture or business interests of a company.

LOWE ENGINEERS, LLC

FINANCIAL STATEMENTS (RESTATED)

FOR THE YEAR ENDED DECEMBER 31, 2020

WITH
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT



Consilium PARTNER GROUP

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Members
Lowe Engineers, LLC
Atlanta, Georgia

Management is responsible for the accompanying financial statements of Lowe Engineers, LLC (a partnership), which comprise the balance sheet (restated) as of December 31, 2020, and the related statement of income and members' equity (restated) for the year then ended in accordance with the accounting principles generally accepted in the United States of America (GAAP). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplementary information (restated) contained in Schedule I is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

After the issuance of the complied financial statements dated February 24, 2021, management of the Company determined that there was reasonable assurance that the forgiveness conditions of their PPP loan were met and that the PPP loan represents, in substance, a grant that is expected to be forgiven. As a result, management has restated its financial statements for the year ended December 31, 2020. The effects of the restatement are further described in Note 1 of the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by GAAP. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Consilium Partner Group, LLC

March 16, 2021

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

BALANCE SHEET (RESTATED)

December 31, 2020

ASSETS	2020
Current Assets	
Accounts receivable	$ 3,068,865
Work in process	288,107
Prepaid expenses	230,073
Employee advances	125
TOTAL CURRENT ASSETS	3,587,170
Property and Equipment	
Computer equipment	428,594
Computer software	43,979
Furniture and fixtures	238,192
Equipment	711,509
Leasehold improvements	17,612
Trucks & boats	1,386,328
Less: accumulated depreciation	(1,273,262)
TOTAL PROPERTY AND EQUIPMENT	1,552,952
Other Assets	
Intangible assets	19,839
Goodwill	550,700
Less: Accumulated amortization	(34,879)
Security deposits	7,345
TOTAL OTHER ASSETS	543,005
TOTAL ASSETS	**$ 5,683,127**
LIABILITIES AND MEMBERS' EQUITY	
Current Liabilities	
Bank overdraft	$ 191,370
Accounts payable	647,510
Salaries payable	407,783
Line of credit	524,649
Current portion of notes payable	489,512
Other current liabilities	301,319
TOTAL CURRENT LIABILITIES	2,562,143
Long-Term Liabilities	
Notes payable- related party	145,000
Notes payable	908,009
TOTAL LONG-TERM LIABILITIES	1,053,009
TOTAL LIABILITIES	**3,615,152**
Members' Equity	
Members' equity	1,840,193
Distributions	(90,966)
Net income/(loss)	318,748
TOTAL MEMBERS' EQUITY	2,067,975
TOTAL LIABILITIES AND MEMBERS' EQUITY	**$ 5,683,127**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

STATEMENT OF INCOME (RESTATED)

For the Year Ended December 31, 2020

	2020	%
Revenue	**$ 17,621,880**	**100.00**
Operating Expenses		
Salaries and wages	10,624,268	60.29
Contract labor	2,684,531	15.23
Employee benefits	911,781	5.17
Taxes - payroll	775,483	4.40
Rent	609,400	3.46
Travel expenses	446,822	2.54
Equipment rental	388,856	2.21
Vehicle expense	362,443	2.06
Depreciation and amortization	358,180	2.03
Business insurance	309,215	1.75
Computer software licenses	278,971	1.58
Consulting services	202,403	1.15
Retirement plan expense	178,443	1.01
Interest	166,893	0.95
Telephone expenses	144,984	0.82
Office supplies	118,003	0.67
Professional fees	112,683	0.64
Field supplies	106,120	0.60
Other operating expenses	99,510	0.56
Advertising and marketing	66,945	0.38
Professional dues	39,353	0.22
Payroll service fees	30,793	0.17
Training	29,660	0.17
Printing and reproduction	28,066	0.16
Bank service charges	22,762	0.13
Meals and entertainment	17,478	0.10
Repairs and maintenance	14,174	0.08
Postage and delivery	12,378	0.07
Licenses and permits	9,561	0.05
TOTAL OPERATING EXPENSES	**19,150,159**	108.673
Other Income/(Expenses)		
PPP loan forgiveness income	2,011,119	11.41
Loss on disposal of property and equipment	(164,092)	-0.93
TOTAL OTHER INCOME/(EXPENSES)	**1,847,027**	10.48
NET INCOME	**$ 318,748**	**1.81**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

STATEMENT OF MEMBERS' EQUITY (RESTATED)

For the Year Ended December 31, 2020

	2020
Members' Equity at Beginning of Year	**$ 1,840,193**
Current year net income	318,748
Contributions	0
Distributions	(90,966)
Members' Equity at End of Year	**$ 2,067,975**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

SELECTED NOTES
SUBSTANTIALLY ALL DISCLOSURES ARE NOT INCLUDED

For the Year Ended December 31, 2020

SELECTED NOTES

Note 1: Restatement

The Company's 2020 financial statements have been restated to treat the PPP loan as earnings based on the gain contingency recognition model outlined in FASB ASC 450-30. Under this model, the earnings impact of a gain contingency is recognized when all the contingencies related to receipt of the assistance have been met and the gain is realized or realizable. As applied to forgivable loans received under the PPP, a business entity would initially record the cash inflow from the PPP loan as a liability. The proceeds from the loan would remain recorded as a liability until the grant proceeds are realized or realizable, at which time the earnings impact would be recognized. The restatement is summarized as follows:

	December 31, 2020 as previously stated	Restatement	December 31, 2020 as restated
Total Liabilities	$5,626,271	$(2,011,119)	$3,615,152
Total Equity	$56,856	$2,011,119	$2,067,975
Other Income/(Expenses)	$(164,092)	$2,011,119	$1,847,027
Net Income/(Loss)	$(1,692,371)	$2,011,119	$318,748

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

SUPPLEMENTAL INFORMATION

LOWE ENGINEERS, LLC

SCHEDULE I (RESTATED)
SELECTED FINANCIAL RATIOS

For the Year Ended December 31, 2020

	2020
Liquidity ratios	
Cash ratio	(0.07)
Current ratio	1.40
Financial leverage ratios	
Debt ratio	0.64
Debt to equity ratio	1.75
Profitability ratios	
Return on equity	0.15
Return on assets	0.06

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

This financial document is Proprietary and Confidential to Lowe Engineers, LLC. This ex is based on federal Freedom of Information Act (FOIA) Exemption 4, which protects trade secrets and commercial or financial information that could harm the competitive posture or business interests of a company.

LOWE ENGINEERS, LLC

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2019

WITH
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT



PROPRIETARY AND CONFIDENTIAL

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Members
Lowe Engineers, LLC
Atlanta, Georgia

Management is responsible for the accompanying financial statements of Lowe Engineers, LLC (a partnership), which comprise the balance sheet as of December 31, 2019, and the related statement of operations and members' equity for the year then ended in accordance with the accounting principles generally accepted in the United States of America (GAAP). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplementary information contained in Schedules I is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by GAAP. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Consilium Partner Group, LLC

February 28, 2020

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

BALANCE SHEET

December 31, 2019

ASSETS

	2019
Current Assets	
Accounts receivable	$ 3,730,962
Work in process	134,763
Prepaid expenses	268,232
Employee advances	1,936
TOTAL CURRENT ASSETS	4,135,893
Property and Equipment	
Computer equipment	539,712
Computer software & licenses	346,376
Furniture and fixtures	235,626
Equipment	1,118,302
Leasehold improvements	17,612
Trucks & boats	1,635,790
Less accumulated depreciation	(1,897,013)
TOTAL PROPERTY AND EQUIPMENT	1,996,405
Other Assets	
Intangible assets	19,839
Goodwill	550,700
Less: Accumulated amortization	(16,847)
TOTAL OTHER ASSETS	553,692
TOTAL ASSETS	**$ 6,685,990**

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities	
Bank overdraft	$ 278,804
Accounts payable	1,144,123
Salaries payable	353,313
Line of credit	602,459
Line of credit- related party	125,000
Current portion of notes payable	586,355
Other current liabilities	69,005
TOTAL CURRENT LIABILITIES	3,159,059
Long-Term Liabilities	
Notes payable- related party	$ 290,000
Notes payable	1,396,738
TOTAL LONG-TERM LIABILITIES	1,686,738
TOTAL LIABILITIES	**$ 4,845,797**
Members' Equity	
Members' equity	1,170,722
Contributions	16,717
Distributions	(118,946)
Net income/(loss)	771,700
TOTAL MEMBERS' EQUITY	1,840,193
TOTAL LIABILITIES AND MEMBERS' EQUITY	**$ 6,685,990**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

STATEMENT OF OPERATIONS

For the Year Ended December 31, 2019

	2019	%
Revenue	**$ 17,512,658**	**100.00**
Operating Expenses		
Salaries & wages	9,906,782	56.57
Contract labor	1,677,531	9.58
Taxes - payroll	792,340	4.52
Employee benefits	785,090	4.48
Rent	441,040	2.52
Travel expenses	416,059	2.38
Depreciation & amortization	310,561	1.77
Equipment rental	268,092	1.53
Interest	267,111	1.53
Insurance	218,347	1.25
Licenses & permits	212,962	1.22
Vehicle expense	205,176	1.17
Consulting services	159,333	0.91
Retirement plan expense	147,240	0.84
Office supplies	144,876	0.83
Advertising and marketing	131,835	0.75
Professional fees	127,358	0.73
Field supplies	118,225	0.68
Telephone expenses	98,952	0.57
Training	72,373	0.41
Other operating expenses	45,381	0.26
Repairs & maintenance	34,186	0.20
Professional dues	33,376	0.19
Payroll service fees	31,786	0.18
Printing & reproduction	29,505	0.17
Bank service charges	28,372	0.16
Postage & delivery	12,568	0.07
Meals and entertainment	6,077	0.03
TOTAL OPERATING EXPENSES	16,722,534	95.4883
Other Expenses		
Loss on disposal of property & equipment	18,424	0.11
TOTAL OTHER EXPENSES	18,424	0.11
TOTAL EXPENSES	**$ 16,740,958**	**95.59**
NET INCOME	**$ 771,700**	**4.41**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

SCHEDULE I
SELECTED FINANCIAL RATIOS

For the Year Ended December 31, 2019

	2019
Liquidity ratios	
Cash ratio	(0.09)
Current ratio	1.31
Financial leverage ratios	
Debt ratio	0.72
Debt to equity ratio	2.63
Profitabilty ratios	
Return on equity	0.42
Return on assets	0.12

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

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LOWE ENGINEERS, LLC

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2018

WITH
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT



PROPRIETARY AND CONFIDENTIAL

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Members
Lowe Engineers, LLC
Atlanta, Georgia

Management is responsible for the accompanying financial statements and supplementary information of Lowe Engineers, LLC (a partnership), which comprise the balance sheet as of December 31, 2018, and the related statement of operations and members' equity and the supplementary information contained in Schedule I for the year then ended in accordance with the accounting principles generally accepted in the United States of America (GAAP). The supplementary information contained in Schedule I is presented for purposes of additional analysis and is not a required part of the basic financial statements. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements or supplementary information nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements or supplementary information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by GAAP. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Consilium Partner Group, LLC

February 8, 2019

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

BALANCE SHEET

December 31, 2018

ASSETS

	2018
Current Assets	
Accounts receivable	$ 1,946,229
Work in process	577,694
Prepaid expenses	308,501
Employee advances	13,671
Security deposit	3,994
TOTAL CURRENT ASSETS	2,850,089
Property and Equipment	
Computer equipment	376,334
Computer software & licenses	338,945
Furniture and fixtures	201,726
Equipment	718,823
Leasehold improvements	17,612
Trucks & boats	1,477,281
Less accumulated depreciation	(1,667,964)
TOTAL PROPERTY AND EQUIPMENT	1,462,757
Other Assets	
Intangible assets	19,839
Less: Accumulated amortization	(7,164)
Investment in Team Enviro ATL JV	17,220
Goodwill	300,000
TOTAL OTHER ASSETS	329,895
TOTAL ASSETS	**$ 4,642,741**

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities	
Bank overdreaft	$ 215,049
Accounts payable	1,018,101
Salaries payable	181,593
Line of credit	472,306
Line of credit- related party	125,000
Current portion of notes payable	516,813
Other current liabilities	31,217
TOTAL CURRENT LIABILITIES	2,560,079
Long-Term Liabilities	
Notes payable- related party	$ 190,000
Notes payable	721,940
TOTAL LONG-TERM LIABILITIES	911,940
TOTAL LIABILITIES	**$ 3,472,019**
Members' Equity	
Members' equity	885,943
Distributions	(161,111)
Net income/(loss)	445,890
TOTAL MEMBERS' EQUITY	1,170,722
TOTAL LIABILITIES AND MEMBERS' EQUITY	**$ 4,642,741**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

STATEMENT OF OPERATIONS
ACCRUAL BASIS

For the Year Ended December 31, 2018

	2018	%
Revenue	**$ 12,354,555**	**100.00**
Operating Expenses		
Salaries & wages	6,977,064	56.47
Contract labor	983,590	7.96
Taxes - payroll	592,489	4.80
Employee benefits	449,219	3.64
Travel expenses	372,684	3.02
Rent	347,846	2.82
Depreciation & amortization	238,508	1.93
Advertising and marketing	228,421	1.85
Vehicle expense	187,709	1.52
Insurance	168,533	1.36
Equipment rental	145,604	1.18
Consulting services	142,946	1.16
Interest	136,278	1.10
Office supplies	125,960	1.02
Retirement plan expense	113,483	0.92
Licenses & permits	109,361	0.89
Field supplies	107,429	0.87
Professional fees	102,442	0.83
Telephone expenses	83,422	0.68
Training	81,225	0.66
Bank service charges	42,796	0.35
Professional dues	32,172	0.26
Printing & reproduction	31,647	0.26
Repairs & maintenance	22,288	0.18
Other operating expenses	20,574	0.17
Payroll service fees	20,271	0.16
Postage & delivery	8,752	0.07
Meals and entertainment	3,287	0.03
TOTAL OPERATING EXPENSES	11,876,000	96.1265
Other Expenses		
Loss on disposal of property & equipment	32,665	0.26
TOTAL OTHER EXPENSES	32,665	0.26
TOTAL EXPENSES	**$ 11,908,665**	**96.39**
NET INCOME	**$ 445,890**	**3.61**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

STATEMENT OF MEMBERS' EQUITY
For the Year Ended December 31, 2018

	2018
Members' Equity at Beginning of Year	**$ 870,575**
Prior period adjustment	15,368
Current year net income	445,890
Distributions	(161,111)
Members' Equity at End of Year	**$ 1,170,722**

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

SUPPLEMENTAL INFORMATION

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC

SCHEDULE I
SELECTED FINANCIAL RATIOS

For the Year Ended December 31, 2018

	2018
Liquidity ratios	
Cash ratio	(0.08)
Current ratio	1.11
Financial leverage ratios	
Debt ratio	0.75
Debt to equity ratio	2.97
Profitabilty ratios	
Return on equity	0.38
Return on assets	0.10

See independent accountants' compilation report.

PROPRIETARY AND CONFIDENTIAL

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is based on federal Freedom of Information Act (FOIA) Exemption 4, which protects trade
secrets and commercial or financial information that could harm the competitive posture or
business interests of a company.

LOWE ENGINEERS, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

Warren Averett
CPAs AND ADVISORS
PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC
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DECEMBER 31, 2017 AND 2016

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FINANCIAL STATEMENTS

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PROPRIETARY AND CONFIDENTIAL

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Members
Lowe Engineers, LLC

Management is responsible for the accompanying financial statements of Lowe Engineers, LLC (a partnership), which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of operations and members' capital for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statements of cash flows required by GAAP. If the omitted disclosures and the statements of cash flows were included in financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Warren Averett, LLC

Atlanta, GA
July 10, 2018

LOWE ENGINEERS, LLC
BALANCE SHEETS
DECEMBER 31, 2017 AND 2016

ASSETS

	2017	2016
CURRENT ASSETS		
Accounts receivable	$ 1,361,242	$ 1,282,095
Due from partners	76,706	70,000
Work in process	120,394	49,389
Prepaid expenses	319,883	253,830
Employee advances	23,375	14,330
Security deposit	-	4,867
Due from insurance	-	46,907
Total current assets	1,901,600	1,721,418
PROPERTY AND EQUIPMENT		
Furniture and fixtures	175,176	176,579
Computer equipment	222,432	399,133
Computer software & licenses	324,363	524,220
Equipment	765,687	721,247
Leasehold improvements	17,612	17,612
Trucks	1,191,672	1,084,294
	2,696,942	2,923,085
Less: Accumulated depreciation	(1,488,294)	(1,711,927)
Net property and equipment	1,208,648	1,211,158
OTHER ASSETS		
Intangible assets	19,839	19,839
Less: Accumulated amortization	(5,842)	(4,519)
Goodwill	300,000	300,000
Total other assets	313,997	315,320
TOTAL ASSETS	$ 3,424,245	$ 3,247,896

See independent accountants' compilation report

LOWE ENGINEERS, LLC
BALANCE SHEETS – CONTINUED
DECEMBER 31, 2017 AND 2016

LIABILITIES AND MEMBERS' EQUITY

	2017	2016
CURRENT LIABILITIES		
Bank overdraft	$ 170,197	$ 76,462
Accounts payable	1,011,991	953,357
Salaries payable	106,994	82,910
Retirement plan payable	-	47,329
Line of credit	488,452	493,772
Line of credit – related party	125,000	125,000
Current portion of notes payable	192,248	255,113
Leases payable	872	32,660
Total current liabilities	2,095,754	2,066,603
LONG-TERM LIABILITIES		
Notes payable – related party	60,000	-
Notes payable	397,916	453,684
Total long-term liabilities	457,916	453,684
TOTAL LIABILITIES	2,553,670	2,520,287
MEMBERS' EQUITY	870,575	727,609
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 3,424,245	$ 3,247,896

See independent accountants' compilation report

PROPRIETARY AND CONFIDENTIAL

LOWE ENGINEERS, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' CAPITAL
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
REVENUE	$ 9,913,967	$ 8,148,938
DIRECT OPERATING COSTS	5,363,359	4,411,799
GROSS PROFIT	4,550,608	3,737,139
INDIRECT OPERATING COSTS	4,329,921	3,667,182
OPERATING INCOME	220,687	69,957
OTHER EXPENSE		
Loss on disposal of property & equipment	30,761	491
NET INCOME	189,926	69,466
MEMBERS' CAPITAL AT BEGINNING OF YEAR	727,609	708,461
Distributions	(46,960)	(50,318)
MEMBERS' CAPITAL AT END OF YEAR	$ 870,575	$ 727,609

See independent accountants' compilation report

PROPRIETARY AND CONFIDENTIAL

SUPPLEMENTARY INFORMATION

PROPRIETARY AND CONFIDENTIAL

Warren Averett
CPAs AND ADVISORS

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT ON SUPPLEMENTARY INFORMATION

To the Members
Lowe Engineers, LLC

Our report on our preparation of the basic financial statements of Lowe Engineers, LLC as of and for the years ended December 31, 2017 and 2016 appears on page 1. The supplementary information that follows is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Warren Averett, LLC

Atlanta, Georgia
July 10, 2018

LOWE ENGINEERS, LLC
STATEMENTS OF FINANCIAL RATIOS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
Liquidity ratios		
Cash ratio	(0.08)	(0.04)
Current ratio	0.91	0.83
Financial leverage ratios		
Debt to equity ratio	0.53	0.62
Total debt to equity ratio	0.13	0.14
Profitability ratios		
Return on equity	0.22	0.10

See independent accountants' compilation report

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

December 31, 2020 and 2019

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INDEPENDENT AUDITOR'S REPORT

Executive Management Committee
Corporate Environmental Risk Management, LLC

Report on the Financial Statements
We have audited the accompanying financial statements of Corporate Environmental Risk Management, LLC (the Company) which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the significant accounting estimates made by management, as well evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Corporate Environmental Risk Management, LLC as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with U.S. GAAP.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedules of Operating Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. GAAP. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Atlanta, Georgia
June 3, 2021

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
BALANCE SHEETS
December 31,

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 1,971,311	$ 790,241
Accounts receivable, net	4,012,214	3,531,046
Employee receivables	3,022	1,527
Contract assets, net	374,810	366,154
Prepaid expenses	128,903	31,308
Total current assets	6,490,260	4,720,276
PROPERTY AND EQUIPMENT	704,466	835,008
OTHER ASSETS		
Investment in joint ventures	7,800	3,272
Security deposits	29,236	28,826
Total other assets	37,036	32,098
	$ 7,231,762	$ 5,587,382
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	$ 175,000	$ 940,079
Current portion of long-term debt	1,378,381	353,958
Accounts payable	408,008	642,086
Accrued liabilities	1,521,447	575,434
Deferred lease incentive	32,118	25,718
Total current liabilities	3,514,954	2,537,275
NONCURRENT LIABILITIES		
Long-term debt, net of current portion	1,038,988	824,608
Deferred lease incentive	57,290	89,408
Total noncurrent liabilities	1,096,278	914,016
MEMBERS' EQUITY	2,620,530	2,136,091
	$ 7,231,762	$ 5,587,382

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF INCOME
Years Ended December 31,

	2020	Percentage of Fees Earned	2019	Percentage of Fees Earned
FEES EARNED	$ 16,771,412	100.00 %	$ 13,504,739	100.00 %
DIRECT PROJECT COSTS				
Direct labor	4,545,336	27.10	4,191,973	31.04
Other project costs	3,540,428	21.11	1,651,367	12.23
	8,085,764	48.21	5,843,340	43.27
Gross profit	8,685,648	51.79	7,661,399	56.73
OPERATING EXPENSES	7,786,483	46.43	7,221,429	53.47
INCOME FROM OPERATIONS	899,165	5.36	439,970	3.26
OTHER INCOME (EXPENSE)				
Interest expense, net	(67,570)	(0.40)	(115,305)	(0.85)
Investment gain (loss)	4,528	0.03	(740)	(0.01)
Gain on disposal of assets	3,090	0.02	500	0.00
Miscellaneous income (loss)	168,226	1.00	(75,023)	(0.56)
Total other income (expense)	108,274	0.65	(190,568)	(1.41)
NET INCOME	$ 1,007,439	6.01 %	$ 249,402	1.85 %

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
Years Ended December 31,

BALANCE, DECEMBER 31, 2018	$ 2,137,224
Net income	249,402
Distributions	(250,535)
BALANCE, DECEMBER 31, 2019	2,136,091
Net income	1,007,439
Distributions	(523,000)
BALANCE, DECEMBER 31, 2020	$ 2,620,530

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31,

	2020	2019
OPERATING ACTIVITIES		
Net income	$ 1,007,439	$ 249,402
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	272,445	253,207
Gain on disposal of assets	(3,090)	(500)
(Gain) loss from joint ventures	(4,528)	740
Bad debt expense	112,723	80,988
Changes in:		
Accounts receivable	(593,891)	209,254
Employee receivable	(1,495)	(492)
Contract assets and liabilities, net	(8,656)	(18,618)
Prepaid expenses	(97,595)	5,958
Deposits	(410)	(923)
Accounts payable	(234,078)	82,627
Accrued liabilities	946,013	276,407
Deferred lease incentive	(25,718)	(19,448)
Net cash provided by operating activities	1,369,159	1,118,602
INVESTING ACTIVITIES		
Purchase of property and equipment	(62,515)	(98,661)
Contribution to joint venture	-	(338)
Proceeds from sale of equipment	750	-
Net cash used in investing activities	(61,765)	(98,999)
FINANCING ACTIVITIES		
Decrease in line of credit	(765,079)	(120,000)
Proceeds from PPP loan	1,519,260	-
Payments on long-term debt	(357,505)	(340,676)
Distributions to members	(523,000)	(250,535)
Net cash used in financing activities	(126,324)	(711,211)
NET INCREASE IN CASH AND CASH EQUIVALENTS	1,181,070	308,393
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	790,241	481,849
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 1,971,311	$ 790,241
SUPPLEMENTAL DISCLOSURES		
Interest paid	$ 68,153	$ 116,316
Noncash investing and financing activities:		
Property purchased through financing	$ 77,048	$ 367,230

See accompanying notes and independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2020 and 2019

NOTE 1. DESCRIPTION OF BUSINESS

Corporate Environmental Risk Management (the Company) is a Georgia limited liability company. Organized in 1995, the Company is a full-service minority owned and operated environmental, engineering, and program management consulting and contracting firm headquartered in Atlanta, Georgia. The Company provides professional services to transportation, water, energy, environmental, federal and facility clients throughout the southeast United States of America.

The Company's work is generally performed under time-and-material, fixed-price, or modified fixed-price contracts. The length of the Company's contracts varies, but because the Company generally contracts the larger jobs in phases, the average length is less than one year.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies utilized in the financial statements, which were prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Recent Accounting Pronouncements
The FASB issued ASU No. 2016-02 - *Leases* (Topic 842), which requires lessees to recognize assets and liabilities on the balance sheet for almost every lease and to disclose qualitative and quantitative information about lease transactions, such as information about variable lease payments and options to renew and terminate leases. The effective date of the amendment for the Company is for annual reporting periods beginning after December 15, 2021.

Estimates
The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents
For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are reported at their estimated net realizable value. An allowance for doubtful accounts is recorded based upon management's estimate of uncollectible accounts, determined by an analysis of specific customer accounts and a general reserve based upon the aging of outstanding balances. Past due balances and delinquent receivables are charged against the allowance when they are determined to be uncollectible by management. The Company does not charge interest on outstanding balances.

Property and Equipment
Property and equipment are recorded at cost. Depreciation, for financial statement purposes, is provided over the estimated useful lives of the assets, computed substantially by the straight-line method, ranging from three to fifteen years. For income tax purposes, the Company uses accelerated depreciation methods. Maintenance and repairs are charged to expense as incurred. When assets are retired or disposed of, appropriate adjustments are made to the related cost and accumulated depreciation accounts and the resulting gains or losses, if any, are reflected in other income (expense).

Investments in Nonconsolidated Joint Ventures
Investments in joint ventures in which the Company exercises influence over operations are carried on the equity method, under which cost is adjusted for the Company's share of joint venture's income or loss and for distributions. The Company participates in joint ventures for the purpose of proposing, negotiating, and executing projects. Services performed by the Company and billed to joint ventures for third party clients are recorded as revenues in the period such services are rendered.

Advertising
The Company expenses advertising costs as incurred. The expense was $13,686 and $33,868 for the years ended December 31, 2020 and 2019, respectively.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Income Taxes

The Company files its income tax returns on the cash basis of accounting. With the consent of its members, the Company has elected under the Internal Revenue Code to be taxed as an S Corporation beginning January 1, 2019. Prior to January 1, 2019, the Company was taxed as a partnership. In lieu of corporate income taxes, the members of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Distributions are paid to the members to assist in paying personal income taxes.

The Company accounts for uncertainties in income taxes by evaluating its tax positions. Management has concluded that the Company has taken no uncertain tax positions as of December 31, 2020 and 2019 that require adjustment to the financial statements to comply with authoritative guidance. With few exceptions, the Company is no longer subject to income tax examinations by the U.S. federal, state, or local taxing authorities for years before 2017.

Reclassifications

Certain reclassifications were made to the 2019 balances to conform to the 2020 classifications. There was no effect on net income.

Subsequent Events

Subsequent events have been evaluated for potential recognition and/or disclosure through June 3, 2021. This represents the date the financial statements were available to be issued. Subsequent events after this date have not been evaluated.

NOTE 3. REVENUE RECOGNITION

On January 1, 2019, the Company adopted ASC 606, "Revenue from Contracts with Customers", which supersedes most current revenue recognition guidance, including industry-specific guidance. The Company adopted the standard on a modified retrospective basis which results in no restatement of the comparative periods presented and a cumulative effect adjustment to retained earnings as of the date of adoption. As part of the adoption, the new standard was applied only to those contracts that were not substantially completed as of the date of adoption. There was no effect to retained earnings at the date of adoption.

To determine the proper revenue recognition method for contracts under ASC 606, the Company evaluated whether multiple contracts should be combined and accounted for as a single contract and whether the combined or single contract should be accounted for as having more than one performance obligation. The decision to combine a group of contracts or separate a combined or single contract into multiple performance obligations may impact the amount of revenue recorded in a given period. Contracts are considered to have a single performance obligation if the promises are not separately identifiable from other promises in the contracts.

At contract inception, the Company assesses the goods or services promised in a contract and identify, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. The identified performance obligations represent the "unit of account" for purposes of determining revenue recognition. In order to properly identify separate performance obligations, the Company applies judgment in determining whether each good or service provided is: (a) capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and (b) distinct within the context of the contract, whereby the transfer of the good or service to the customer is separately identifiable from other promises in the contract.

Contracts are often modified to account for changes in contract specifications and requirements. The Company considers contract modifications to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of the Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided or significant interdependencies in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification on the transaction price and the Company's measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catchup basis.

NOTE 3. REVENUE RECOGNITION, continued

The Company accounts for contract modifications as a separate contract when the modification results in the promise to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification.

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to customers. The consideration promised within a contract may include fixed amounts, variable amounts, or both. The majority of the Company's contracts are time-and-material. Revenue for variable consideration is recognized when it is probable that a significant reversal in the amount of cumulative revenue recognized for the contract will not occur. The Company estimates the amount of revenue to be recognized on variable consideration using either the expected value or the most likely amount method, whichever is expected to better predict the amount of consideration to be received.

Claims are amounts in excess of agreed contract prices that the Company seeks to collect from clients or other third parties for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved as to both scope and price, or other causes of unanticipated additional costs. The Company reserves amounts to account for claims in which the revenue arising from those claims cannot be determined.

For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using a best estimate of the standalone selling price of each distinct good or service in the contract. The standalone selling price is typically determined using the estimated cost of the contract plus a margin approach. For contracts containing variable consideration, the Company allocates the variability to a specific performance obligation within the contract if such variability relates specifically to the Company's efforts to satisfy the performance obligation or transfer the distinct good or service, and the allocation depicts the amount of consideration to which the Company expects to be entitled.

The Company recognizes revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects the Company's judgment to faithfully depict the value of the services transferred to the customer. For certain on-call engineering or consulting and similar contracts, the Company recognizes revenue in the amount which there is the right to invoice the customer if that amount corresponds directly with the value of the Company's performance completed to date.

Costs to obtain contracts ("pre-bid costs") that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the statements of operations.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs indicates a loss, a provision for the entire estimated loss on the contract is made in the period in which the loss becomes evident.

Contract Types
The Company's services are performed under three principal types of fee types within a contract: fixed-price, time-and-material and modified fixed-price.

Customer payments on contracts are typically due within 30 days of billing, depending on the contract.

Fixed-Price. Under fixed-price contracts, clients pay the Company an agreed fixed-amount negotiated in advance for a specified scope of work.

NOTE 3. REVENUE RECOGNITION, continued

Time-and-Materials. Under time-and-materials contracts, the Company negotiates hourly billing rates and charges clients based on the actual time spent on a project. In addition, clients reimburse us the Company for actual out-of-pocket costs for materials and other direct incidental expenditures that are incurred in connection with performance under the contract. Most time-and-material contracts are subject to maximum contract values, and may include annual billing rate adjustment provisions.

Modified Fixed-Price. Under modified fixed price contracts, the Company is reimbursed for allowed or otherwise defined costs incurred plus a negotiated fee. The contracts may also include incentives for various performance criteria, including quality, timeliness, ingenuity, safety and cost-effectiveness. In addition, the Company's costs are generally subject to review by clients and regulatory audit agencies, and such reviews could result in costs being disputed as non-reimbursable under the terms of the contract.

Adoption
Upon adoption on January 1, 2019, under the modified retrospective method, the Company did not identify contracts that required a material adjustment, therefore no adjustment was recorded.

Contract Assets and Contract Liabilities
Customers are invoiced based on the contractual terms of each contract. However, the timing of revenue recognition may differ from the timing of invoice issuance. Contract assets represent revenue recognized in excess of the amounts for which the Company has the contractual right to bill customers. Such amounts are recoverable from customers based upon various measures of performance, including achievement of certain milestones or completion of a contract. In addition, many of the Company's time and materials arrangements are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets being recorded, as revenue is recognized in advance of billings.

Contract liabilities consist of billings in excess of revenue recognized. Contract liabilities decrease as the Company recognizes revenue from the satisfaction of the related performance obligation and increase as billings in advance of revenue recognition occur. Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period.

Disaggregation of Revenue
The Company disaggregates revenue by contract type and client sector, as the Company believes it best depicts how the nature, timing, and uncertainty of revenue and cash flows are affected by economic factors.

The following tables provide information about disaggregated revenue at December 31:

	2020	2019
Contract Type		
Fixed fee, including modified fixed fee	$ 4,729,538	$ 1,969,904
Time-and-material	12,041,874	11,534,835
	$ 16,771,412	13,504,739
Client Sector		
Transportation	$ 7,510,238	$ 5,743,296
Water Resources	4,967,692	3,819,046
Energy	164,360	348,356
Facilities	3,902,708	2,090,956
Environmental	98,951	565,446
Federal	127,463	937,639
	$ 16,771,412	$ 13,504,739

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2020 and 2019

NOTE 4. CONCENTRATION OF RISK

One client accounts for approximately 18% of fees earned and three clients account for approximately 33% of the outstanding accounts receivable at December 31, 2020. One client accounts for approximately 18% of fees earned and two clients account for approximately 28% of the outstanding accounts receivable at December 31, 2019.

A potential loss exposure could exist to the extent of any uninsured deposits in excess of $250,000 that are maintained at individual institutions that become insolvent at a later date. There was a loss exposure of approximately $1,440,000 and $468,000 at December 31, 2020 and 2019, respectively.

NOTE 5. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following at December 31:

	2020	2019
Accounts receivable	$ 4,131,283	$ 3,622,943
Less: Allowance for doubtful accounts	119,069	91,897
	$ 4,012,214	$ 3,531,046

NOTE 6. CONTRACT ASSETS

Contract assets consisted of the following at December 31:

	2020	2019
Contract assets	$ 635,526	$ 564,716
Less: Reserve	260,716	198,562
	$ 374,810	$ 366,154

NOTE 7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31:

	2020	2019
Transportation equipment	$ 790,007	$ 725,783
Furniture and fixtures	149,614	114,617
Office equipment	17,518	17,518
Computer and software	541,282	511,423
Survey equipment	257,888	257,888
Leasehold improvements	19,993	19,993
	1,776,302	1,647,222
Less accumulated depreciation and amortization	1,071,836	812,214
	$ 704,466	$ 835,008

Depreciation expense was $272,445 and $253,207 for the years ended December 31, 2020 and 2019, respectively.

NOTE 8. CAPITAL LEASES

Property held under capital leases included in property and equipment is summarized as follows at December 31:

	2020	2019
Vehicles	$ 125,566	$ 48,518
Less accumulated depreciation	20,775	8,086
	$ 104,791	$ 40,432

The following is a summary of future minimum lease payments under capital leases at December 31, 2020:

Total future minimum lease payments	$ 102,036
Less amount representing interest (A)	1,647
	$ 100,389

(A) Amount necessary to reduce minimum lease payments to present value calculated at the interest rate implicit in the leases.

NOTE 9. INVESTMENT IN JOINT VENTURE

Joint ventures, the combination of two or more parties, are generally formed for the purpose of proposing, negotiating, and executing specific projects. Management of the joint venture is controlled by the joint venture executive committee, which is usually comprised of a representative of each joint venture partner. Generally, the ownership percentage is the percentage split of work to be performed by each joint venture partner.

The majority of the Company's nonconsolidated joint ventures does not have employees and incur minimal operating expenses. For these joint ventures, the Company's own employees perform work for the joint venture, which is then billed to a third-party client by the joint venture. These joint ventures function as a pass-through entity to bill the third-party client.

The services performed for these joint ventures and the cost associated with these services are included in engineering fees and direct project expenses in the statement of income. Investments in joint ventures as of

December 31, 2020 and 2019, respectively, and the related income (loss) for the years then ended consisted of the following:

	% Ownership	Investment December 31, 2020	Income (loss) Year ended December 31, 2020	Investment December 31, 2019	Income (loss) Year ended December 31, 2019
AIS	25%	$ 7,800	$ 4,528	$ 3,272	$ (740)
		$ 7,800	$ 4,528	$ 3,272	$ (740)

NOTE 10. LINE OF CREDIT

In June 2020, the Company paid in full the line of credit with a maximum borrowing amount of $2,000,000 with an interest rate of prime and a floor of 0%. In July 2020, the Company opened a line of credit with a financial institution with a maximum borrowing amount of $2,500,000 with an interest at a rate of prime and a floor of 0%. All accounts and the personal guarantee of a member serve as collateral for the line of credit. The amount borrowed against the line was $175,000 and $940,079 for the years ended December 31, 2020 and 2019, respectively.

NOTE 11. LONG-TERM DEBT

Long-term debt consisted of the following at December 31:

	2020	2019
Bank notes payable, due in monthly installments of $307 - $1,710, including interest at 3.35% - 5.5%, maturing at various dates through September 2025; secured by vehicles.	$ 252,240	$ 347,697
Bank notes payable, due in monthly installments of $6,795, including interest at 6.30%, through December 2020; secured by equipment.	-	78,824
Bank notes payable, due in monthly installments of $964, including interest at 4.5%, maturing April 2023; secured by equipment and software of the Company.	21,673	32,279
Note payable related to member redemption, due in monthly installments of $15,650, including interest of 5%, maturing December 2023; secured by membership interest.	522,160	679,552
Capital lease obligations payable in monthly installments totaling $2,715, including interest at .38%-1.44%, maturing at various dates through October 2024; collateralized by vehicles.	102,036	40,214
Note payable dated April 21, 2020 to Truist Bank under the Paycheck Protection Program (PPP) in the amount of $1,519,260; the term of the note is 24 months including interest at 1%. See additional details below.	1,519,260	-
	2,417,369	1,178,566
Less current maturities	1,378,381	353,958
Long-term debt, net of current maturities	$ 1,038,988	$ 824,608

Outstanding long-term debt matures as follows at December 31, 2020:

Year Ending December 31,	Capitalized Leases	Notes Payable	Total
2021	$ 33,744	$ 1,344,637	$ 1,378,381
2022	33,535	703,161	736,696
2023	24,447	231,450	255,897
2024	10,310	21,457	31,767
2025 and thereafter	-	14,628	14,628
	$ 102,036	$ 2,315,333	$ 2,417,369

NOTE 11. LONG-TERM DEBT, continued

For any anticipated slowing in operations, the Company applied for and received loan proceeds in the amount of $1,519,260 from Truist Bank under the Paycheck Protection Program (PPP) in April 2020. The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after twenty-four weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the twenty-four week period.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first ten months. The Company intends to use the proceeds for purposes consistent with the PPP. While the Company currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, the Company cannot provide assurances that it will not be ineligible for forgiveness of the loan, in whole or in part.

NOTE 12. COMMITMENTS AND CONTINGENCIES

The Company leases four office facilities and various equipment under operating lease agreements from third parties. The leases expire at various times through May 2023. The office facility rental expense was $317,252 and $318,618 for the years ended December 31, 2020 and 2019, respectively.

The future minimum lease payments required by these leases is as follows at December 31, 2020:

Year Ending December 31,	Facilities	Equipment	Total
2021	$ 291,366	$ 7,997	$ 299,363
2022	268,897	3,012	271,909
2023	114,580	3,012	117,592
2024	-	1,255	1,255
2025 and thereafter	-	-	-
	$ 674,843	$ 15,276	$ 690,119

Deferred minimum rent represents the amount of rent expense based upon a straight line method over the period of the lease term in excess of the cash paid for rent based upon the lease agreement. Increases and decreases in deferred minimum rent increase and decrease rent expense. Deferred minimum rent will amortize over the remaining lease term as follows:

Year Ending December 31,	Amount
2021	$ 32,118
2022	38,648
2023	18,642
2024 and thereafter	-
	$ 89,408

NOTE 13. RELATED PARTY

The Managing Director and owner of the Company serves as the Board Chair of a 501(c)(3) nonprofit corporation formed on December 29, 2020. The Company's contributions to the nonprofit corporation for the year ended December 31, 2020 was $150,000.

NOTE 14. EMPLOYEE BENEFIT PLANS

The Company maintains an IRS 401(k) Profit Sharing Plan covering all eligible employees over 21 years of age and who have completed six months of service and a minimum of 1,000 hours. Plan participants may elect to contribute a portion of their compensation up to the maximum percentage permitted by the law. The Company may elect to match participant contributions equal to a discretionary percentage. The Company's match contribution for the years ended December 31, 2020 and 2019 was $101,273 and $78,769, respectively.

NOTE 15. RISK AND UNCERTAINTIES

The COVID-19 pandemic has caused significant economic dislocation in the United States and an unprecedented slowdown in economic activity, as many state and local governments have intermittently ordered non-essential businesses to close and residents to shelter in place at home. As a result of the pandemic, both businesses and consumers are experiencing interrupted income or unemployment. Given the ongoing and dynamic nature of the circumstances, it is difficult to predict the full impact of the COVID-19 outbreak on our business. The United States government has taken steps to attempt to mitigate some of the more severe anticipated economic effects of the coronavirus, including the passage of the CARES Act and subsequent legislation, but there can be no assurance that such steps will be effective or achieve their desired results in a timely fashion. The extent of such impact from the COVID-19 outbreak and related mitigation efforts will depend on future developments, which are highly uncertain, including, but not limited to, the duration and spread of the outbreak, its severity, the actions to contain the virus or treat its impact, and how quickly and to what extent normal economic and operating conditions can resume. This could cause a material, adverse effect on the Company's business, financial condition, liquidity and results of operations.

SUPPLEMENTARY INFORMATION

CORPORATE ENVIRONMENTAL RISK MANAGEMENT
SCHEDULES OF OPERATING EXPENSES
Years Ended December 31,

	2020	2019
OPERATING EXPENSES		
Indirect labor	$ 3,406,319	$ 2,921,141
Employee benefits	831,624	861,416
Payroll taxes	736,526	688,506
Insurance expense	629,242	625,566
Building rent and utilities	335,358	338,108
Training and education	305,004	307,390
Depreciation expense	272,445	253,207
Charitable contributions	246,717	81,372
Computer expense	225,164	172,609
Professional fees	196,210	224,569
Bad debt expense/recovery	112,723	80,988
Professional dues/licenses/publications	84,417	87,685
Equipment lease and maintenance	56,937	95,511
Vehicle supplies and maintenance	56,031	87,434
Indirect travel and meals	51,824	165,405
Communication expense	51,220	41,052
Supplies	37,526	38,802
Contributions	34,800	19,515
Miscellaneous	32,889	15,995
Recruiting	30,512	11,011
Postage, freight, and reproduction	17,182	38,802
Business advertising	13,686	33,868
Other taxes	7,182	4,471
Fines and penalties	5,436	10,001
Repairs and maintenance	5,034	8,739
Bank service charges/fees	4,475	8,266
	$ 7,786,483	$ 7,221,429

See independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

December 31, 2019 and 2018

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INDEPENDENT AUDITOR'S REPORT

Executive Management Committee
Corporate Environmental Risk Management, LLC

Report on the Financial Statements
We have audited the accompanying financial statements of Corporate Environmental Risk Management, LLC (the Company) which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the significant accounting estimates made by management, as well evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Corporate Environmental Risk Management, LLC as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with U.S. GAAP.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedules of Operating Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. GAAP. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Duluth, Georgia
May 4, 2020

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
BALANCE SHEETS
December 31,

	2019	2018
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 790,241	$ 481,849
Accounts receivable, net	3,531,046	3,821,288
Employee receivables	1,527	1,035
Contract assets, net	366,154	369,201
Prepaid expenses	31,308	37,266
Total current assets	4,720,276	4,710,639
PROPERTY AND EQUIPMENT	835,008	621,824
OTHER ASSETS		
Investment in joint ventures	3,272	3,674
Security deposits	28,826	27,903
Total other assets	32,098	31,577
	$ 5,587,382	$ 5,364,040
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	$ 940,079	$ 1,060,079
Current portion of long-term debt	353,958	242,999
Contract liabilities	-	21,665
Accounts payable	642,086	559,459
Accrued liabilities	575,434	299,027
Deferred lease incentive	25,718	19,448
Total current liabilities	2,537,275	2,202,677
NONCURRENT LIABILITIES		
Long-term debt, net of current portion	824,608	909,013
Deferred lease incentive	89,408	115,126
Total noncurrent liabilities	914,016	1,024,139
MEMBERS' EQUITY	2,136,091	2,137,224
	$ 5,587,382	$ 5,364,040

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF INCOME
Years Ended December 31,

	2019	Percentage of Fees Earned	2018	Percentage of Fees Earned
FEES EARNED	$ 13,504,739	100.00 %	$ 12,180,758	100.00 %
DIRECT PROJECT COSTS				
Direct labor	4,191,973	31.04	3,905,296	32.06
Other project costs	1,651,367	12.23	1,354,357	11.12
	5,843,340	43.27	5,259,653	43.18
Gross profit	7,661,399	56.73	6,921,105	56.82
OPERATING EXPENSES	7,221,429	53.47	5,684,343	46.67
INCOME FROM OPERATIONS	439,970	3.26	1,236,762	10.15
OTHER INCOME (EXPENSE)				
Interest expense, net	(115,305)	(0.85)	(52,431)	(0.43)
Investment loss	(740)	(0.01)	(605)	(0.00)
Gain (loss) on disposal of assets	500	0.00	(20,735)	(0.17)
Miscellaneous income (loss)	(75,023)	(0.56)	2,830	0.02
Total other expense	(190,568)	(1.41)	(70,941)	(0.58)
NET INCOME	$ 249,402	1.85 %	$ 1,165,821	9.57 %

See accompanying notes and independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
Years Ended December 31,

BALANCE, DECEMBER 31, 2017	$ 2,560,351
Net income	1,165,821
Distributions	(1,588,948)
BALANCE, DECEMBER 31, 2018	2,137,224
Net income	249,402
Distributions	(250,535)
BALANCE, DECEMBER 31, 2019	$ 2,136,091

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31,

	2019	2018
OPERATING ACTIVITIES		
Net income	$ 249,402	$ 1,165,821
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	253,207	167,163
(Gain) loss on disposal of assets	(500)	20,735
Loss from joint ventures	740	605
Bad debt expense	80,988	86,365
Changes in:		
Accounts receivable	209,254	(1,272,580)
Employee receivable	(492)	265
Contract assets and liabilities, net	(18,618)	(182,487)
Prepaid expenses	5,958	3,831
Deposits	(923)	(1,103)
Accounts payable	82,627	354,204
Accrued liabilities	276,407	(33,026)
Deferred lease incentive	(19,448)	34,391
Net cash provided by operating activities	1,118,602	344,184
INVESTING ACTIVITIES		
Purchase of property and equipment	(98,661)	(99,834)
Proceeds from short term investment	-	101,328
(Contribution to) distribution from joint venture	(338)	20,222
Net cash (used in) provided by investing activities	(98,999)	21,716
FINANCING ACTIVITIES		
Increase (decrease) in line of credit	(120,000)	541,000
Payments on long-term debt	(340,676)	(155,918)
Distributions to members	(250,535)	(759,664)
Net cash used in financing activities	(711,211)	(374,582)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	308,392	(8,681)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	481,849	490,531
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 790,241	$ 481,849
SUPPLEMENTAL DISCLOSURES		
Interest paid	$ 116,316	$ 54,702
Noncash investing and financing activities:		
Property purchased through financing	$ 367,230	$ 240,794
Member's equity redemption financed portion	$ -	$ 829,284

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2019 and 2018

NOTE 1. DESCRIPTION OF BUSINESS

Corporate Environmental Risk Management (the Company) is a Georgia limited liability company. Organized in 1995, the Company is a full-service minority owned and operated environmental, engineering, and program management consulting and contracting firm headquartered in Atlanta, Georgia. The Company provides professional services to governmental, transportation, education, energy, utility, and corporate clients throughout the southeast United States of America.

The Company's work is generally performed under time-and-material, fixed-price, or modified fixed-price contracts. The length of the Company's contracts varies, but because the Company generally contracts the larger jobs in phases, the average length is less than one year.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies utilized in the financial statements, which were prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Adoption of New Accounting Standards
In May 2014, the Financial Accounting Standards Board (FASB) issued Auditing Standards Update (ASU) No. 2014-09 (ASC 606) - *Revenue from Contracts with Customers*, which outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The guidance and the related ASUs were effective for annual reporting periods beginning after December 15, 2018. On January 1, 2019, the Company adopted ASC 606 using the modified retrospective method in which the new guidance was applied retrospectively to contracts that were not substantially completed as of the date of adoption. Results for the period beginning after January 1, 2019 have been presented under ASC 606, while prior period amounts have not been adjusted and continue to be reported in accordance with previous guidance. See Note 3.

Recent Accounting Pronouncements
The FASB issued ASU No. 2016-02 - *Leases* (Topic 842), which requires lessees to recognize assets and liabilities on the balance sheet for almost every lease and to disclose qualitative and quantitative information about lease transactions, such as information about variable lease payments and options to renew and terminate leases. The effective date of the amendment for the Company is for annual reporting periods beginning after December 15, 2020.

Estimates
The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents
For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are reported at their estimated net realizable value. An allowance for doubtful accounts is recorded based upon management's estimate of uncollectible accounts, determined by an analysis of specific customer accounts and a general reserve based upon the aging of outstanding balances. Past due balances and delinquent receivables are charged against the allowance when they are determined to be uncollectible by management. The Company does not charge interest on outstanding balances.

Property and Equipment
Property and equipment are recorded at cost. Depreciation, for financial statement purposes, is provided over the estimated useful lives of the assets, computed substantially by the straight-line method, ranging from three to fifteen years. For income tax purposes, the Company uses accelerated depreciation methods. Maintenance and repairs are charged to expense as incurred. When assets are retired or disposed of, appropriate adjustments are made to the related cost and accumulated depreciation accounts and the resulting gains or losses, if any, are reflected in other income (expense).

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Investments in Nonconsolidated Joint Ventures
Investments in joint ventures in which the Company exercises influence over operations are carried on the equity method, under which cost is adjusted for the Company's share of joint venture's income or loss and for distributions. The Company participates in joint ventures for the purpose of proposing, negotiating, and executing projects. Services performed by the Company and billed to joint ventures for third party clients are recorded as revenues in the period such services are rendered.

Advertising
The Company expenses advertising costs as incurred. The expense was $33,868 and $15,154 for the years ended December 31, 2019 and 2018, respectively.

Income Taxes
The Company files its income tax returns on the cash basis of accounting. With the consent of its members, the Company has elected under the Internal Revenue Code to be taxed as an S Corporation beginning January 1, 2019. Prior to January 1, 2019, the Company was taxed as a partnership. In lieu of corporate income taxes, the members of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Distributions are paid to the members to assist in paying personal income taxes.

The Company accounts for uncertainties in income taxes by evaluating its tax positions. Management has concluded that the Company has taken no uncertain tax positions as of December 31, 2019 and 2018 that require adjustment to the financial statements to comply with authoritative guidance. With few exceptions, the Company is no longer subject to income tax examinations by the U.S. federal, state, or local taxing authorities for years before 2016.

Reclassifications
Certain reclassifications were made to the 2018 balances to conform to the 2019 classifications. There was no effect on net income.

Subsequent Events
Subsequent events have been evaluated for potential recognition and/or disclosure through May 4, 2020. This represents the date the financial statements were available to be issued. Subsequent events after this date have not been evaluated.

NOTE 3. REVENUE RECOGNITION

On January 1, 2019, the Company adopted ASC 606, "Revenue from Contracts with Customers", which supersedes most current revenue recognition guidance, including industry-specific guidance. The Company adopted the standard on a modified retrospective basis which results in no restatement of the comparative periods presented and a cumulative effect adjustment to retained earnings as of the date of adoption. As part of the adoption, the new standard was applied only to those contracts that were not substantially completed as of the date of adoption. There was no effect to retained earnings at the date of adoption.

To determine the proper revenue recognition method for contracts under ASC 606, the Company evaluated whether multiple contracts should be combined and accounted for as a single contract and whether the combined or single contract should be accounted for as having more than one performance obligation. The decision to combine a group of contracts or separate a combined or single contract into multiple performance obligations may impact the amount of revenue recorded in a given period. Contracts are considered to have a single performance obligation if the promises are not separately identifiable from other promises in the contracts.

At contract inception, the Company assesses the goods or services promised in a contract and identify, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. The identified performance obligations represent the "unit of account" for purposes of determining revenue recognition. In order to

NOTE 3. REVENUE RECOGNITION, continued

properly identify separate performance obligations, the Company applies judgment in determining whether each good or service provided is: (a) capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and (b) distinct within the context of the contract, whereby the transfer of the good or service to the customer is separately identifiable from other promises in the contract.

Contracts are often modified to account for changes in contract specifications and requirements. The Company considers contract modifications to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of the Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided or significant interdependencies in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification on the transaction price and the Company's measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catchup basis.

The Company accounts for contract modifications as a separate contract when the modification results in the promise to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification.

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to customers. The consideration promised within a contract may include fixed amounts, variable amounts, or both. The majority of the Company's contracts are time-and-material. Revenue for variable consideration is recognized when it is probable that a significant reversal in the amount of cumulative revenue recognized for the contract will not occur. The Company estimates the amount of revenue to be recognized on variable consideration using either the expected value or the most likely amount method, whichever is expected to better predict the amount of consideration to be received.

Claims are amounts in excess of agreed contract prices that the Company seeks to collect from clients or other third parties for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved as to both scope and price, or other causes of unanticipated additional costs. The Company reserves amounts to account for claims in which the revenue arising from those claims cannot be determined.

For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using a best estimate of the standalone selling price of each distinct good or service in the contract. The standalone selling price is typically determined using the estimated cost of the contract plus a margin approach. For contracts containing variable consideration, the Company allocates the variability to a specific performance obligation within the contract if such variability relates specifically to the Company's efforts to satisfy the performance obligation or transfer the distinct good or service, and the allocation depicts the amount of consideration to which the Company expects to be entitled.

The Company recognizes revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects the Company's judgment to faithfully depict the value of the services transferred to the customer. For certain on-call engineering or consulting and similar contracts, the Company recognizes revenue in the amount which there is the right to invoice the customer if that amount corresponds directly with the value of the Company's performance completed to date.

Costs to obtain contracts ("pre-bid costs") that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the statements of operations.

NOTE 3. REVENUE RECOGNITION, continued

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs indicates a loss, a provision for the entire estimated loss on the contract is made in the period in which the loss becomes evident.

Contract Types
The Company's services are performed under three principal types of fee types within a contract: fixed-price, time-and-material and modified fixed-price.

Customer payments on contracts are typically due within 30 days of billing, depending on the contract.

Fixed-Price. Under fixed-price contracts, clients pay the Company an agreed fixed-amount negotiated in advance for a specified scope of work.

Time-and-Materials. Under time-and-materials contracts, the Company negotiates hourly billing rates and charges clients based on the actual time spent on a project. In addition, clients reimburse us the Company for actual out-of-pocket costs for materials and other direct incidental expenditures that are incurred in connection with performance under the contract. Most time-and-material contracts are subject to maximum contract values, and may include annual billing rate adjustment provisions.

Modified Fixed-Price. Under modified fixed price contracts, the Company is reimbursed for allowed or otherwise defined costs incurred plus a negotiated fee. The contracts may also include incentives for various performance criteria, including quality, timeliness, ingenuity, safety and cost-effectiveness. In addition, the Company's costs are generally subject to review by clients and regulatory audit agencies, and such reviews could result in costs being disputed as non-reimbursable under the terms of the contract.

Adoption
Upon adoption on January 1, 2019, under the modified retrospective method, the Company did not identify contracts that required a material adjustment, therefore no adjustment was recorded.

Contract Assets and Contract Liabilities
Customers are invoiced based on the contractual terms of each contract. However, the timing of revenue recognition may differ from the timing of invoice issuance. Contract assets represent revenue recognized in excess of the amounts for which the Company has the contractual right to bill customers. Such amounts are recoverable from customers based upon various measures of performance, including achievement of certain milestones or completion of a contract. In addition, many of the Company's time and materials arrangements are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets being recorded, as revenue is recognized in advance of billings.

Contract liabilities consist of billings in excess of revenue recognized. Contract liabilities decrease as the Company recognizes revenue from the satisfaction of the related performance obligation and increase as billings in advance of revenue recognition occur. Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2019 and 2018

NOTE 3. REVENUE RECOGNITION, continued

Disaggregation of Revenue

The Company disaggregates revenue by contract type and client sector, as the Company believes it best depicts how the nature, timing, and uncertainty of revenue and cash flows are affected by economic factors. The following tables provide information about disaggregated revenue and a reconciliation of the disaggregated revenue at December 31, 2019:

Contract Type	
Fixed fee, including modified fixed fee	$ 1,969,904
Time-and-material	11,534,835
	$ 13,504,739

Client Sector	
Transportation	$ 5,743,296
Water Resources	3,819,046
Energy	348,356
Facilities	2,090,956
Environmental	565,446
Federal	937,639
	$ 13,504,739

NOTE 4. CONCENTRATION OF RISK

One client accounts for approximately 18% of fees earned and two clients account for approximately 28% of the outstanding accounts receivable at December 31, 2019. One client accounts for approximately 27% of fees earned and two clients account for approximately 37% of the outstanding accounts receivable at December 31, 2018.

A potential loss exposure could exist to the extent of any uninsured deposits in excess of $250,000 that are maintained at individual institutions that become insolvent at a later date. There was a loss exposure of approximately $468,000 and $99,500 at December 31, 2019 and 2018, respectively.

NOTE 5. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following at December 31:

	2019	2018
Accounts receivable	$ 3,622,943	$ 3,953,462
Less: Allowance for doubtful accounts	91,897	132,174
	$ 3,531,046	$ 3,821,288

NOTE 6. CONTRACT ASSETS

Contract assets consisted of the following at December 31:

	2019	2018
Contract assets	$ 564,716	$ 492,279
Less: Reserve	198,562	123,078
	$ 366,154	$ 369,201

NOTE 7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31:

	2019	2018
Transportation equipment	$ 725,783	$ 596,548
Furniture and fixtures	114,617	114,616
Office equipment	17,518	40,031
Computer and software	511,423	468,338
Survey equipment	257,888	97,385
Leasehold improvements	19,993	19,993
	1,647,222	1,336,911
Less accumulated depreciation and amortization	812,214	715,087
	$ 835,008	$ 621,824

Depreciation expense was $253,207 and $167,163 for the years ended December 31, 2019 and 2018, respectively.

NOTE 8. CAPITAL LEASES

In 2019, the Company began leasing vehicles under capital leases. These vehicles are included in property and equipment are summarized as follows at December 31, 2019:

Vehicles	$ 48,518
	48,518
Less accumulated depreciation	8,086
	$ 40,432

The following is a summary of future minimum lease payments under capital leases at December 31, 2019:

Total future minimum lease payments	$ 40,214
Less amount representing interest (A)	256
	$ 39,958

(A) Amount necessary to reduce minimum lease payments to present value calculated at the interest rate implicit in the leases.

NOTE 9. INVESTMENT IN JOINT VENTURE

Joint ventures, the combination of two or more parties, are generally formed for the purpose of proposing, negotiating, and executing specific projects. Management of the joint venture is controlled by the joint venture executive committee, which is usually comprised of a representative of each joint venture partner. Generally, the ownership percentage is the percentage split of work to be performed by each joint venture partner.

The majority of the Company's nonconsolidated joint ventures does not have employees and incur minimal operating expenses. For these joint ventures, the Company's own employees perform work for the joint venture, which is then billed to a third-party client by the joint venture. These joint ventures function as a pass-through entity to bill the third-party client.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2019 and 2018

NOTE 9. INVESTMENT IN JOINT VENTURE, continued

The services performed for these joint ventures and the cost associated with these services are included in engineering fees and direct project expenses in the statement of income. Investments in joint ventures as of December 31, 2019 and 2018, respectively, and the related income (loss) for the years then ended consisted of the following:

	% Ownership	Investment December 31, 2019	Income (loss) Year ended December 31, 2019	Investment December 31, 2018	Income (loss) Year ended December 31, 2018
AIS	25%	$ 3,272	$ (740)	$ 3,674	$ (605)
		$ 3,272	$ (740)	$ 3,674	$ (605)

NOTE 10. LINE OF CREDIT

In July 2019, the Company renewed the line of credit with a maximum borrowing amount of $2,000,000 with an interest rate of prime and a floor of 0%. The line matures July 11, 2020. All accounts and the personal guarantee of a member serve as collateral for the line of credit. The amount borrowed against this line was $940,079 and $1,060,079 for the years ended December 31, 2019 and 2018, respectively.

NOTE 11. LONG-TERM DEBT

Long-term debt consisted of the following at December 31:

	2019	2018
Bank notes payable, due in monthly installments of $307 - $1,710, including interest at 3.35% - 5.5%, maturing at various dates through September 2025; secured by vehicles.	$ 347,697	$ 278,880
Bank notes payable, due in monthly installments of $6,795, including interest at 6.30%, through December 2020; secured by equipment.	78,824	-
Bank notes payable, due in monthly installments of $964, including interest at 4.5%, maturing April 2023; secured by equipment and software of the Company.	32,279	43,848
Note payable related to member redemption, due in monthly installments of $15,650, including interest of 5%, maturing December 2023; secured by membership interest (see note 12).	679,552	829,284
Capital lease obligations payable in monthly installments totaling $1,012, including interest rate of .38%, maturing April 2023; collateralized by vehicles.	40,214	-
	1,178,566	1,152,012
Less current maturities	353,958	242,999
Long-term debt, net of current maturities	$ 824,608	$ 909,013

NOTE 11. LONG-TERM DEBT, continued

Outstanding long-term debt matures as follows at December 31, 2019:

Year Ending December 31,	Capitalized Leases	Notes Payable	Total
2020	$ 12,012	$ 341,946	$ 353,958
2021	12,052	264,905	276,957
2022	12,102	263,717	275,819
2023	4,048	231,784	235,832
2024 and thereafter	-	36,000	36,000
	$ 40,214	$ 1,138,352	$ 1,178,566

NOTE 12. COMMITMENTS AND CONTINGENCIES

The Company leases two office facilities and various equipment under operating lease agreements from third parties. The leases expire at various times through May 2023. The office facility rental expense was $318,618 and $299,971 for the years ended December 31, 2019 and 2018, respectively.

The future minimum lease payments required by these leases is as follows at December 31, 2019:

Year Ending December 31,	Facilities	Equipment	Total
2020	$ 292,216	$ 8,605	$ 300,821
2021	262,366	215	262,581
2022	268,897	-	268,897
2023	114,580	-	114,580
2024 and thereafter	-	-	-
	$ 938,059	$ 8,820	$ 946,879

Deferred minimum rent represents the amount of rent expense based upon a straight line method over the period of the lease term in excess of the cash paid for rent based upon the lease agreement. Increases and decreases in deferred minimum rent increase and decrease rent expense. Deferred minimum rent will amortize over the remaining lease term as follows:

Year Ending December 31,	Amount
2020	$ 25,718
2021	32,117
2022	38,648
2023	18,643
2024 and thereafter	-
	$ 115,126

NOTE 13. MEMBERS EQUITY

In 2018, the Company entered into an agreement to purchase members interest held by a deceased member's estate. The total redemption value of the members' interest was $1,192,500. The Company made initial payments totaling $363,216 during 2018 and executed a note payable in the amount of $829,284. See note 11.

NOTE 14. EMPLOYEE BENEFIT PLANS

The Company maintains an IRS 401(k) Profit Sharing Plan covering all eligible employees over 21 years of age and who have completed six months of service and a minimum of 1,000 hours. Plan participants may elect to contribute a portion of their compensation up to the maximum percentage permitted by the law. The Company may elect to match participant contributions equal to a discretionary percentage. The Company's match contribution for the years ended December 31, 2019 and 2018 was $78,769 and $56,941, respectively.

NOTE 15. SUBSEQUENT EVENTS

In early 2020, an outbreak of a novel strain of coronavirus (COVID-19) emerged globally. As a result, events have occurred domestically in United States and globally, including mandates from federal, state, and local authorities, leading to an overall decline in economic activity. The ultimate impact of COVID-19 on the financial performance of the Company cannot be reasonably estimated at this time.

SUPPLEMENTARY INFORMATION

CORPORATE ENVIRONMENTAL RISK MANAGEMENT
SCHEDULES OF OPERATING EXPENSES
Years Ended December 31,

	2019	2018
OPERATING EXPENSES		
Indirect labor	$ 2,921,141	$ 2,256,522
Employee benefits	861,416	694,614
Payroll taxes	688,506	570,664
Insurance expense	625,566	409,599
Building rent and utilities	338,108	316,518
Training and education	307,390	96,433
Depreciation expense	253,207	167,163
Professional fees	224,569	361,057
Computer expense	172,609	110,650
Indirect travel and meals	165,405	112,087
Equipment lease and maintenance	95,511	43,971
Professional dues/licenses/publications	87,685	82,896
Vehicle supplies and maintenance	87,434	82,190
Charitable contributions	81,372	84,482
Bad debt expense/recovery	80,988	86,365
Communication expense	41,052	39,314
Postage, freight, and reproduction	38,802	42,528
Supplies	38,802	38,049
Business advertising	33,868	15,154
Contributions	19,515	15,900
Miscellaneous	15,995	23,121
Recruiting	11,011	12,318
Fines and penalties	10,001	10,151
Repairs and maintenance	8,739	1,962
Bank service charges/fees	8,266	3,657
Other taxes	4,471	6,978
	$ 7,221,429	$ 5,684,343

See independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

December 31, 2018 and 2017

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INDEPENDENT AUDITOR'S REPORT

Corporate Environmental Risk Management, LLC
Atlanta, GA

Report on the Financial Statements
We have audited the accompanying financial statements of Corporate Environmental Risk Management, LLC (the Company) which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the significant accounting estimates made by management, as well evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Corporate Environmental Risk Management, LLC as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with U.S. GAAP.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedules of Operating Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. GAAP. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Duluth, Georgia
April 29, 2019

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
BALANCE SHEETS
December 31,

	2018	2017
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 481,849	$ 490,531
Short term investments	-	101,328
Accounts receivable, net	3,821,288	2,635,073
Employee receivables	1,035	1,300
Cost and estimated earnings in excess of billings on contracts in progress	369,201	185,967
Prepaid expenses	37,266	41,097
Total current assets	4,710,639	3,455,296
PROPERTY AND EQUIPMENT	621,824	469,094
OTHER ASSETS		
Investment in joint ventures	3,674	24,501
Security deposits	27,903	26,801
Total other assets	31,577	51,302
	$ 5,364,040	$ 3,975,692
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	$ 1,060,079	$ 519,079
Current portion of long-term debt	242,999	89,869
Billings in excess of costs and estimated earnings on contracts in progress	21,665	20,918
Accounts payable	559,459	205,255
Accrued liabilities	299,027	332,053
Deferred lease incentive	19,448	-
Total current liabilities	2,202,677	1,167,174
NONCURRENT LIABILITIES		
Long-term debt, net of current portion	909,013	147,984
Deferred lease incentive	115,126	100,183
Total noncurrent liabilities	1,024,139	248,167
MEMBERS' EQUITY	2,137,224	2,560,351
	$ 5,364,040	$ 3,975,692

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF INCOME
Years Ended December 31,

	2018	Percentage of Fees Earned	2017	Percentage of Fees Earned
FEES EARNED	$ 12,180,758	100.00 %	$ 9,335,170	100.00 %
DIRECT PROJECT COSTS				
Direct labor	3,905,296	32.06	3,152,734	33.77
Other project costs	1,354,357	11.12	724,470	7.76
	5,259,653	43.18	3,877,204	41.53
Gross profit	6,921,105	56.82	5,457,966	58.47
OPERATING EXPENSES	5,684,343	46.67	4,381,584	46.94
INCOME FROM OPERATIONS	1,236,762	10.15	1,076,382	11.53
OTHER INCOME (EXPENSE)				
Interest income (expense), net	(52,431)	(0.43)	(31,200)	(0.33)
Investment gain (loss)	(605)	(0.00)	(654)	(0.01)
Loss on disposal of assets	(20,735)	(0.17)	-	0.00
Miscellaneous income	2,830	0.02	5,235	0.08
Total other income (expense)	(70,941)	(0.58)	(26,619)	(0.26)
NET INCOME	$ 1,165,821	9.57 %	$ 1,049,763	11.25 %

See accompanying notes and independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
Years Ended December 31,

BALANCE, DECEMBER 31, 2016	$ 2,086,035
Net income	1,049,763
Distributions	(575,447)
BALANCE, DECEMBER 31, 2017	2,560,351
Net income	1,165,821
Distributions	(1,588,948)
BALANCE, DECEMBER 31, 2018	$ 2,137,224

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31,

	2018	2017
OPERATING ACTIVITIES		
Net income	$ 1,165,821	$ 1,049,763
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	167,163	107,655
Loss on disposal of assets	20,735	-
(Gain) loss on short term investments	-	(76)
Loss from joint ventures	605	654
Bad debt expense	86,365	70,455
Changes in:		
Accounts receivable	(1,272,580)	(741,296)
Employee receivable	265	134
Contracts in progress	(182,487)	136,574
Prepaid expenses	3,831	(25,325)
Deposits	(1,103)	(3,205)
Accounts payable	354,204	160,068
Accrued liabilities	(33,026)	75,896
Deferred lease incentive	34,391	11,794
Net cash provided by operating activities	344,184	843,091
INVESTING ACTIVITIES		
Purchase of property and equipment	(99,834)	(127,247)
Proceeds from short term investment	101,328	-
Distribution from joint venture	20,222	-
Net cash provided by (used in) investing activities	21,716	(127,247)
FINANCING ACTIVITIES		
Increase in line of credit	541,000	112,482
Payments on long-term debt	(155,918)	(76,838)
Distributions to members	(759,664)	(575,447)
Net cash used in financing activities	(374,582)	(539,803)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(8,681)	176,041
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	490,531	314,490
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 481,849	$ 490,531
SUPPLEMENTAL DISCLOSURES		
Interest paid	$ 54,702	$ 29,691
Noncash investing and financing activities:		
Property purchased through financing	$ 240,794	$ 149,865
Member's equity redemption financed portion	$ 829,284	$ -

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2018 and 2017

NOTE 1. DESCRIPTION OF BUSINESS

Corporate Environmental Risk Management (the Company) is a Georgia limited liability company. Organized in 1995, the Company is a full-service minority owned and operated environmental, engineering, and program management consulting and contracting firm headquartered in Atlanta, Georgia. The Company provides professional services to governmental, transportation, education, energy, utility, and corporate clients throughout the southeast United States of America.

The Company's work is generally performed under cost multiplier, hourly rate, or fixed-price contracts. The length of the Company's contracts varies, but because the Company generally contracts the larger jobs in phases, the average length is less than one year.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies utilized in the financial statements, which were prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Recent Accounting Pronouncements
The Financial Accounting Standards Board (FASB) issued Auditing Standards Update (ASU) No. 2014-09- *Revenue from Contracts with Customers*, to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. ASU 2014-09 will supersede industry-specific U.S. GAAP guidance and provides a principles-based framework for revenue recognition using a 5 step process. The Company is evaluating the effect the amendment will have on its financial statements and which retrospective application method will be used. The effective date of the amendment for the Company is for annual reporting periods beginning after December 15, 2018.

The FASB issued ASU No. 2016-02 - *Leases* (Topic 842), which requires lessees to recognize assets and liabilities on the balance sheet for almost every lease and to disclose qualitative and quantitative information about lease transactions, such as information about variable lease payments and options to renew and terminate leases. The effective date of the amendment for the Company is for annual reporting periods beginning after December 15, 2019.

Estimates
The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition
The Company recognizes revenues from fixed-price and modified fixed-price contracts on the percentage-of-completion method, measured by the percentage of labor hours incurred to date to estimated total labor hours for each contract. This method is used because management considers expended labor hours to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct labor, subcontractors, and other direct costs. Benefits and general overhead are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on contracts in progress", represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on contracts in progress", represents billings in excess of revenues earned.

Cash Equivalents
For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2018 and 2017

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Accounts Receivable
Accounts receivable are reported at their estimated net realizable value. An allowance for doubtful accounts is recorded based upon management's estimate of uncollectible accounts, determined by an analysis of specific customer accounts and a general reserve based upon the aging of outstanding balances. Past due balances and delinquent receivables are charged against the allowance when they are determined to be uncollectible by management. The Company does not charge interest on outstanding balances.

Property and Equipment
Property and equipment are recorded at cost. Depreciation, for financial statement purposes, is provided over the estimated useful lives of the assets, computed substantially by the straight-line method, ranging from three to ten years. For income tax purposes, the Company uses accelerated depreciation methods. Maintenance and repairs are charged to expense as incurred. When assets are retired or disposed of, appropriate adjustments are made to the related cost and accumulated depreciation accounts and the resulting gains or losses, if any, are reflected in other income (expense).

Investments in Nonconsolidated Joint Ventures
Investments in joint ventures in which the Company exercises influence over operations are carried on the equity method, under which cost is adjusted for the Company's share of joint venture's income or loss and for distributions. The Company participates in joint ventures for the purpose of proposing, negotiating, and executing projects. Services performed by the Company and billed to joint ventures for third party clients are recorded as revenues in the period such services are rendered. The equity method for joint ventures with ownership percentage greater than 50% is not in accordance with U.S. GAAP; however the effects of using this method more closely follow the economics of the transactions.

Advertising
The Company expenses advertising costs as incurred. The expense was $15,154 and $11,471 for the years ended December 31, 2018 and 2017, respectively.

Income Taxes
The Company files its income tax returns on the cash basis of accounting. With the consent of its members, the Company has elected under the Internal Revenue Code to be taxes as a partnership. In lieu of corporate income taxes, the members of a partnership are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Distributions are paid to the members to assist in paying personal income taxes.

The Company accounts for uncertainties in income taxes by evaluating its tax positions. Management has concluded that the Company has taken no uncertain tax positions as of December 31, 2018 and 2017 that require adjustment to the financial statements to comply with authoritative guidance. With few exceptions, the Company is no longer subject to income tax examinations by the U.S. federal, state, or local taxing authorities for years before 2015.

Reclassifications
Certain reclassifications were made to the 2017 balances to conform to the 2018 classifications. There was no effect on net income.

Subsequent Events
Subsequent events have been evaluated for potential recognition and/or disclosure through April 29, 2019. This represents the date the financial statements were available to be issued. Subsequent events after this date have not been evaluated.

NOTE 3. CONCENTRATION OF RISK

One client accounts for approximately 27% of fees earned and two clients account for approximately 37% of the outstanding accounts receivable at December 31, 2018. One client accounts for approximately 30% of fees earned and one client account for approximately 31% of the outstanding accounts receivable at December 31, 2017.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2018 and 2017

NOTE 3. CONCENTRATION OF RISK, continued

A potential loss exposure could exist to the extent of any uninsured deposits in excess of $250,000 that are maintained at individual institutions that become insolvent at a later date. There was a loss exposure of approximately $99,500 and $326,000 at December 31, 2018 and 2017, respectively.

NOTE 4. SHORT TERM INVESTMENTS

The Company had one certificate of deposit in the principal amount of $0 and $101,328 at December 31, 2018 and 2017, respectively. The certificate of deposit matured and was redeemed in October 2018 and carried an interest rate of .15%.

NOTE 5. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following at December 31:

	2018	2017
Accounts receivable	$ 3,953,462	$ 2,736,690
Less: Allowance for doubtful accounts	132,174	101,617
	$ 3,821,288	$ 2,635,073

NOTE 6. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31:

	2018	2017
Transportation equipment	$ 596,548	$ 393,335
Furniture and fixtures	114,616	110,401
Office equipment	40,031	40,031
Computer and software	468,338	393,218
Survey equipment	97,385	69,868
Leasehold improvements	19,993	19,993
	1,336,911	1,026,846
Less accumulated depreciation and amortization	715,087	557,752
	$ 621,824	$ 469,094

Depreciation expense was $167,163 and $107,655 for the years ended December 31, 2018 and 2017, respectively.

NOTE 7. INVESTMENT IN JOINT VENTURE

Joint ventures, the combination of two or more parties, are generally formed for the purpose of proposing, negotiating, and executing specific projects. Management of the joint venture is controlled by the joint venture executive committee, which is usually comprised of a representative of each joint venture partner. Generally, the ownership percentage is the percentage split of work to be performed by each joint venture partner.

The majority of the Company's nonconsolidated joint ventures does not have employees and incur minimal operating expenses. For these joint ventures, the Company's own employees perform work for the joint venture, which is then billed to a third-party client by the joint venture. These joint ventures function as a pass-through entity to bill the third-party client.

NOTE 7. INVESTMENT IN JOINT VENTURE, continued

The services performed for these joint ventures and the cost associated with these services are included in engineering fees and direct project expenses in the statement of income. Investments in joint ventures as of December 31, 2018 and 2017, respectively, and the related income (loss) for the years then ended consisted of the following:

	% Ownership	Investment December 31, 2018	Income (loss) Year ended December 31, 2018	Investment December 31, 2017	Income (loss) Year ended December 31, 2017
ATC/CERM	49%	$ -	$ -	$ 20,205	$ (647)
AIS	25%	3,674	(605)	4,279	315
CERM/Khafra	60%	-	-	17	(322)
		$ 3,674	$ (605)	$ 24,501	$ (654)

NOTE 8. LINE OF CREDIT

In July 2017, the Company opened a line of credit with a financial institution with a maximum borrowing amount of $1,000,000, with an interest rate of prime plus 1%. In July 2018, the Company renewed the line of credit with a maximum borrowing amount of $1,500,000, with an interest rate of prime plus .75%. The line matures July 14, 2019. All accounts and the personal guarantee of a member serve as collateral for the line of credit. The amount borrowed against this line was $1,060,079 and $519,079 for the years ended December 31, 2018 and 2017, respectively.

NOTE 9. LONG-TERM DEBT

Long-term debt consisted of the following at December 31:

	2018	2017
Bank notes payable, due in monthly installments of $307 - $987, including interest at 3.35% - 5.5%, maturing at various dates through October 2023; secured by vehicles.	$ 278,880	$ 178,746
Bank notes payable, due in monthly installments of $1,814, including interest at 2.95%, through October 2020; secured by the Company's certificate of deposit, and subject to a financial covenant.	-	59,107
Bank notes payable, due in monthly installments of $964, including interest at 4.5%, maturing April 2023; secured by equipment and software of the Company.	43,848	-
Note payable related to member redemption, due in monthly installments of $15,650, including interest of 5%, maturing December 2023; secured by membership interest (see note 11).	829,284	-
	1,152,012	237,853
Less current maturities	242,999	89,869
Long-term debt, net of current maturities	$ 909,013	$ 147,984

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2018 and 2017

NOTE 9. LONG-TERM DEBT, continued

Outstanding long-term debt matures as follows at December 31, 2018:

Year Ending December 31,	Notes Payable
2019	$ 242,999
2020	236,085
2021	236,541
2022	233,956
2023	202,431
2024 and thereafter	
	$ 1,152,012

NOTE 10. COMMITMENTS AND CONTINGENCIES

The Company leases two office facilities and various equipment under operating lease agreements from third parties. The leases expire at various times through May 2023. The office facility rental expense was approximately $299,971 and $171,977 for the years ended December 31, 2018 and 2017, respectively.

The future minimum lease payments required by these leases is as follows at December 31, 2018:

Year Ending December 31,	Facilities	Equipment	Total
2019	$ 293,197	$ 84,552	$ 377,749
2020	292,216	76,000	368,216
2021	262,366	-	262,366
2022	268,897	-	268,897
2023 and thereafter	114,580	-	114,580
	$ 1,231,256	$ 160,552	$ 1,391,808

Deferred minimum rent represents the amount of rent expense based upon a straight line method over the period of the lease term in excess of the cash paid for rent based upon the lease agreement. Increases and decreases in deferred minimum rent increase and decrease rent expense. Deferred minimum rent will amortize over the remaining lease term as follows:

Year Ending December 31,	Amount
2019	$ 19,448
2020	25,718
2021	32,117
2022	38,648
2023 and thereafter	18,643
	$ 134,574

NOTE 11. MEMBERS EQUITY

In 2018, the Company entered into an agreement to purchase members interest held by a deceased member's estate. The total redemption value of the members' interest was $1,192,500. The Company made initial payments totaling $363,216 during 2018 and executed a note payable in the amount of $829,284. See note 9.

NOTE 12. EMPLOYEE BENEFIT PLANS

The Company maintains an IRS 401(k) Profit Sharing Plan covering all eligible employees over 21 years of age and who have completed six months of service and a minimum of 1,000 hours. Plan participants may elect to contribute a portion of their compensation up to the maximum percentage permitted by the law. The Company may elect to match participant contributions equal to a discretionary percentage. The Company's match contribution for the years ended December 31, 2018 and 2017 was $56,941 and $31,715, respectively.

SUPPLEMENTARY INFORMATION

CORPORATE ENVIRONMENTAL RISK MANAGEMENT
SCHEDULES OF OPERATING EXPENSES
Years Ended December 31,

	2018	2017
OPERATING EXPENSES		
Indirect labor	$ 2,256,522	$ 1,823,813
Employee benefits	694,614	499,154
Payroll taxes	570,664	442,068
Insurance expense	409,599	302,348
Professional fees	361,057	210,454
Building rent and utilities	316,518	181,926
Depreciation expense	167,163	107,655
Indirect travel and meals	112,087	100,986
Computer expense	110,650	82,261
Training and education	96,433	138,713
Bad debt expense/recovery	86,365	70,455
Charitable contributions	84,482	58,508
Professional dues/licenses/publications	82,896	56,351
Vehicle supplies and maintenance	82,190	32,989
Equipment lease and maintenance	43,971	13,267
Postage, freight, and reproduction	42,528	23,723
Communication expense	39,314	36,745
Supplies	38,049	40,107
Miscellaneous	23,121	26,701
Contributions	15,900	21,150
Business advertising	15,154	11,471
Recruiting	12,318	35,703
Fines and penalties	10,151	3,944
Other taxes	6,978	3,743
Bank service charges/fees	3,657	47,151
Repairs and maintenance	1,962	10,068
Client relations	-	130
	$ 5,684,343	$ 4,381,584

See independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

December 31, 2017 and 2016

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INDEPENDENT AUDITOR'S REPORT

Corporate Environmental Risk Management, LLC
Atlanta, GA

Report on the Financial Statements
We have audited the accompanying financial statements of Corporate Environmental Risk Management, LLC (the Company) which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the significant accounting estimates made by management, as well evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Corporate Environmental Risk Management, LLC as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with U.S. GAAP.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedules of Operating Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Duluth, Georgia
April 25, 2018

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
BALANCE SHEETS
December 31, 2017 and 2016

	2017	2016
ASSETS		
CURRENT ASSETS		
Cash	$ 490,531	$ 314,490
Short term investments	101,328	101,252
Accounts receivable, net	2,635,073	1,964,232
Employee receivables	1,300	1,434
Cost and estimated earnings in excess of billings on contracts in progress	185,967	301,623
Prepaid expenses	41,097	15,772
Total current assets	3,455,296	2,698,803
PROPERTY AND EQUIPMENT	469,094	299,637
OTHER ASSETS		
Investment in joint ventures	24,501	25,155
Security deposits	26,801	23,596
Total other assets	51,302	48,751
	$ 3,975,692	$ 3,047,191
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	$ 519,079	$ 406,597
Current portion of long-term debt	89,869	66,640
Billings in excess of costs and estimated earnings on contracts in progress	20,918	-
Accounts payable	205,255	45,187
Accrued liabilities	332,053	256,157
Deferred lease incentive	-	8,065
Total current liabilities	1,167,174	782,646
NONCURRENT LIABILITIES		
Long-term debt, net of current portion	147,984	98,186
Deferred lease incentive	100,183	80,324
Total noncurrent liabilities	248,167	178,510
MEMBERS' EQUITY	2,560,351	2,086,035
	$ 3,975,692	$ 3,047,191

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF INCOME
Years Ended December 31, 2017 and 2016

	2017	Percentage of Fees Earned	2016	Percentage of Fees Earned
FEES EARNED	$ 9,335,170	100.00 %	$ 6,527,167	100.00 %
DIRECT PROJECT COSTS				
Direct labor	3,152,734	33.77	2,125,907	32.57
Other project costs	724,470	7.76	494,569	7.58
	3,877,204	41.53	2,620,476	40.15
Gross profit	5,457,966	58.47	3,906,691	59.85
OPERATING EXPENSES	4,381,584	46.94	3,137,863	48.07
INCOME FROM OPERATIONS	1,076,382	11.53	768,828	11.78
OTHER INCOME (EXPENSE)				
Interest income (expense), net	(31,200)	(0.33)	(21,155)	(0.32)
Investment loss	(654)	(0.01)	(4,103)	(0.06)
Miscellaneous income	5,235	0.08	64,142	0.98
Total other income	(26,619)	(0.26)	38,884	0.60
NET INCOME	$ 1,049,763	11.25 %	$ 807,712	12.38 %

See accompanying notes and independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
Years Ended December 31, 2017 and 2016

BALANCE, DECEMBER 31, 2015	$ 1,701,968
Net income	807,712
Distributions	(423,645)
BALANCE, DECEMBER 31, 2016	2,086,035
Net income	1,049,763
Distributions	(575,447)
BALANCE, DECEMBER 31, 2017	$ 2,560,351

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31, 2017 and 2016

	2017	2016
OPERATING ACTIVITIES		
Net income	$ 1,049,763	$ 807,712
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	107,655	90,761
Gain on short term investments	(76)	(152)
Loss from joint ventures	654	4,103
Bad debt expense	70,455	48,663
Changes in:		
Accounts receivable	(741,296)	(302,097)
Employee receivable	134	(236)
Contracts in progress	136,574	(138,729)
Prepaid expenses	(25,325)	(2,804)
Deposits	(3,205)	-
Accounts payable	160,068	(35,571)
Accrued liabilities	75,896	30,910
Deferred lease incentive	11,794	88,389
Net cash provided by operating activities	843,091	590,949
INVESTING ACTIVITIES		
Purchase of property and equipment	(127,247)	(109,803)
Investment in joint venture	-	(1,324)
Net cash used in investing activities	(127,247)	(111,127)
FINANCING ACTIVITIES		
Increase in line of credit	112,482	229,485
Payments on long-term debt	(76,838)	(115,095)
Distributions to members	(575,447)	(423,645)
Net cash used in financing activities	(539,803)	(309,255)
NET INCREASE IN CASH AND CASH EQUIVALENTS	176,041	170,567
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	314,490	143,923
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 490,531	$ 314,490
SUPPLEMENTAL DISCLOSURES		
Interest paid	$ 29,691	$ 21,739
Noncash investing and financing activities:		
Property purchased through financing	$ 149,865	$ 69,474

See accompanying notes and independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2017 and 2016

NOTE 1. DESCRIPTION OF BUSINESS

Corporate Environmental Risk Management (the Company) is a Georgia limited liability company. Organized in 1995, the Company is a full-service minority owned and operated environmental, engineering, and program management consulting and contracting firm headquartered in Atlanta, Georgia. The Company provides professional services to governmental, transportation, education, energy, utility, and corporate clients throughout the southeast United States of America.

The Company's work is generally performed under cost multiplier, hourly rate, or fixed-price contracts. The length of the Company's contracts varies, but because the Company generally contracts the larger jobs in phases, the average length is less than one year.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies utilized in the financial statements, which were prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Estimates
The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition
The Company recognizes revenues from fixed-price and modified fixed-price contracts on the percentage-of-completion method, measured by the percentage of labor hours incurred to date to estimated total labor hours for each contract. This method is used because management considers expended labor hours to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct labor, subcontractors, and other direct costs. Benefits and general overhead are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on contracts in progress", represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on contracts in progress", represents billings in excess of revenues earned.

Cash Equivalents
For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are reported at their estimated net realizable value. An allowance for doubtful accounts is recorded based upon management's estimate of uncollectible accounts, determined by an analysis of specific customer accounts and a general reserve based upon the aging of outstanding balances. Past due balances and delinquent receivables are charged against the allowance when they are determined to be uncollectible by management. The Company does not charge interest on outstanding balances.

Investments in Nonconsolidated Joint Ventures
Investments in joint ventures in which the Company exercises influence over operations are carried on the equity method, under which cost is adjusted for the Company's share of joint venture's income or loss and for distributions. The Company participates in joint ventures for the purpose of proposing, negotiating, and executing projects. Services performed by the Company and billed to joint ventures for third party clients are recorded as revenues in the period such services are rendered. The equity method for joint ventures with ownership percentage greater than 50% is not in accordance with U.S. GAAP; however the effects of using this method more closely follow the economics of the transactions.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2017 and 2016

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Property and Equipment
Property and equipment are recorded at cost. Depreciation, for financial statement purposes, is provided over the estimated useful lives of the assets, computed substantially by the straight-line method, ranging from three to ten years. For income tax purposes, the Company uses accelerated depreciation methods. Maintenance and repairs are charged to expense as incurred. When assets are retired or disposed of, appropriate adjustments are made to the related cost and accumulated depreciation accounts and the resulting gains or losses, if any, are reflected in other income (expense).

Advertising
The Company expenses advertising costs as incurred. The expense was $11,471 and $9,605 for the years ended December 31, 2017 and 2016, respectively.

Income Taxes
The Company files its income tax returns on the cash basis of accounting. With the consent of its members, the Company has elected under the Internal Revenue Code to be taxes as a partnership. In lieu of corporate income taxes, the members of a partnership are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Distributions are paid to the members to assist in paying personal income taxes.

The Company accounts for uncertainties in income taxes by evaluating its tax positions. Management has concluded that the Company has taken no uncertain tax positions as of December 31, 2017 and 2016 that require adjustment to the financial statements to comply with authoritative guidance. With few exceptions, the Company is no longer subject to income tax examinations by the U.S. federal, state, or local taxing authorities for years before 2014.

Reclassifications
Certain reclassifications were made to the 2016 balances to conform to the 2017 classifications. There was no effect on net income.

Subsequent Events
Subsequent events have been evaluated for potential recognition and/or disclosure through April 25, 2018. This represents the date the financial statements were available to be issued. Subsequent events after this date have not been evaluated.

NOTE 3. CONCENTRATION OF RISK

One client accounts for approximately 30% of fees earned and one client account for approximately 31% of the outstanding accounts receivable at December 31, 2017. One client accounts for approximately 11% of fees earned and one client account for approximately 16% of the outstanding accounts receivable at December 31, 2016.

A potential loss exposure could exist to the extent of any uninsured deposits in excess of $250,000 that are maintained at individual institutions that become insolvent at a later date. There was a loss exposure of approximately $326,000 and $230,000 at December 31, 2017 and 2016, respectively.

NOTE 4. SHORT TERM INVESTMENTS

The Company has one certificate of deposit in the principal amount of $101,328 and 101,252 at December 31, 2017 and 2016, respectively. The certificate is pledged as collateral for a note (See Note 9). The certificate of deposit renews annually and now matures in October 2018 and carries an interest rate of .15%.

NOTE 5. INVESTMENT IN JOINT VENTURE

Joint ventures, the combination of two or more parties, are generally formed for the purpose of proposing, negotiating, and executing specific projects. Management of the joint venture is controlled by the joint venture executive committee, which is usually comprised of a representative of each joint venture partner. Generally, the ownership percentage is the percentage split of work to be performed by each joint venture partner.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2017 and 2016

NOTE 5. INVESTMENT IN JOINT VENTURE, continued

The majority of the Company's nonconsolidated joint ventures does not have employees and incur minimal operating expenses. For these joint ventures, the Company's own employees perform work for the joint venture, which is then billed to a third-party client by the joint venture. These joint ventures function as a pass-through entity to bill the third-party client.

The services performed for these joint ventures and the cost associated with these services are included in engineering fees and direct project expenses in the statement of income. Investments in joint ventures as of December 31, 2017 and 2016, respectively, and the related income (loss) for the years then ended consisted of the following:

	% Ownership	Investment December 31, 2017	Income (loss) Year ended December 31, 2017	Investment December 31, 2016	Income (loss) Year ended December 31, 2016
ATC/CERM	49%	$ 20,205	$ (647)	$ 20,852	$ (5,293)
AIS	25%	4,279	315	3,964	971
CERM/Khafra	60%	17	(322)	339	219
		$ 24,501	$ (654)	$ 25,155	$ (4,103)

NOTE 6. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following at December 31:

	2017	2016
Accounts receivable	$ 2,736,690	$ 2,041,094
Less: Allowance for doubtful accounts	101,617	76,862
	$ 2,635,073	$ 1,964,232

NOTE 7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31:

	2017	2016
Transportation equipment	$ 393,335	$ 233,710
Furniture and fixtures	110,401	66,819
Office equipment	40,031	40,031
Computer and software	393,218	359,029
Survey equipment	69,868	59,141
Leasehold improvements	19,993	-
	1,026,846	758,730
Less accumulated depreciation and amortization	557,752	459,093
	$ 469,094	$ 299,637

Depreciation expense was $107,655 and $90,761 for the years ended December 31, 2017 and 2016, respectively.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2017 and 2016

NOTE 8. LINE OF CREDIT

In January 2016, the Company amended their asset-based financing agreement, which the Company utilizes as a line of credit. The maximum borrowing amount was $800,000, with an interest rate of 4%, and a borrowing base of 85% of receivables. The amount borrowed against this line as of December 31, 2016 was $406,597. The agreement was due upon demand. The personal guarantee of the members served as collateral for the agreement. In 2017, the Company closed this agreement.

In July 2017, the Company opened a line of credit with a financial institution with a maximum borrowing amount of $1,000,000, with an interest rate of prime plus 1%. The line matures July 14, 2018. All accounts and the personal guarantee of a member serve as collateral for the line of credit. The amount borrowed against this line as of December 31, 2017 was $519,079.

NOTE 9. LONG-TERM DEBT

Long-term debt consisted of the following at December 31:

	2017	2016
Bank notes payable, due in monthly installments of $374 - $987, including interest at 3.35% - 5.5%, maturing at various dates through November 2022; secured by vehicles	$ 177,453	$ 75,510
Bank note payable, due in monthly installments of $1,814, including interest at 2.9% through October 2020; secured by the Company's certificate of deposit, and subject to a financial convenant. (See Note 4)	59,107	78,821
Bank notes payable, due in monthly installments from $435 - $866, prinicpal and interest from 4.5% - 11.24%, maturing at various dates through March 2018; secured by equipment and software of the Company	1,293	10,495
	237,853	164,826
Less current maturities	89,869	66,640
Long-term debt, net of current maturities	$ 147,984	$ 98,186

Outstanding long-term debt matures as follows at December 31, 2017:

Year Ending December 31,	Notes Payable
2018	$ 89,869
2019	58,861
2020	43,739
2021	24,140
2022 and thereafter	21,244
	$ 237,853

NOTE 10. COMMITMENTS AND CONTINGENCIES

The Company leases an office facilities and equipment under operating lease agreements from third parties. The leases expire at various times through May 2023. The office facility rental expense was approximately $171,977 and $173,268 for the years ended December 31, 2017 and 2016, respectively.

The future minimum lease payments required by these leases is as follows at December 31, 2017:

Year Ending December 31,	Facilities	Equipment	Total
2018	$ 239,358	$ 3,012	$ 242,370
2019	293,197	3,012	296,209
2020	292,216	1,255	293,471
2021	262,366	-	262,366
2022 and thereafter	383,477	-	383,477
	$ 1,470,614	$ 7,279	$ 1,477,893

Deferred minimum rent represents the amount of rent expense based upon a straight line method over the period of the lease term in excess of the cash paid for rent based upon the lease agreement. Increases and decreases in deferred minimum rent increase and decrease rent expense. Deferred minimum rent will amortize over the remaining lease term as follows:

Year Ending December 31,	Amount
2018	$ (34,391)
2019	19,448
2020	25,718
2021	32,117
2022 and thereafter	57,291
	$ 100,183

NOTE 11. EMPLOYEE BENEFIT PLANS

The Company maintains an IRS 401(k) Profit Sharing Plan covering all eligible employees over 21 years of age and who have completed six months of service and a minimum of 1,000 hours. Plan participants may elect to contribute a portion of their compensation up to the maximum percentage permitted by the law. The Company may elect to match participant contributions equal to a discretionary percentage. The Company's match contribution for the years ended December 31, 2017 and 2016 was $31,715 and $23,045, respectively.

SUPPLEMENTARY INFORMATION

CORPORATE ENVIRONMENTAL RISK MANAGEMENT
SCHEDULES OF OPERATING EXPENSES
Years Ended December 31, 2017 and 2016

	2017	2016
OPERATING EXPENSES		
Indirect labor	$ 1,823,813	$ 1,334,711
Employee benefits	499,154	421,109
Payroll taxes	442,068	317,386
Insurance expense	302,348	209,329
Professional fees	210,454	123,874
Building rent and utilities	181,926	181,546
Training and education	138,713	27,252
Depreciation expense	107,655	90,761
Indirect travel and meals	100,986	80,464
Computer expense	82,261	26,911
Bad debt expense/recovery	70,455	48,663
Charitable contributions	58,508	27,181
Professional dues/licenses/publications	56,351	33,887
Bank service charges/fees	47,151	74,895
Supplies	40,107	19,658
Communication expense	36,745	21,085
Recruiting	35,703	4,727
Vehicle supplies and maintenance	32,989	20,918
Miscellaneous	26,701	16,397
Postage, freight, and reproduction	23,723	12,443
Contributions	21,150	11,750
Equipment lease and maintenance	13,267	5,318
Business advertising	11,471	9,605
Repairs and maintenance	10,068	11,465
Fines and penalties	3,944	3,288
Other taxes	3,743	3,084
Client relations	130	156
	$ 4,381,584	$ 3,137,863

See independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

December 31, 2016

TJS Deemer Dana LLP
CERTIFIED PUBLIC ACCOUNTANTS

tjsdd.com

INDEPENDENT AUDITOR'S REPORT

Corporate Environmental Risk Management, LLC
Atlanta, GA

Report on the Financial Statements
We have audited the accompanying financial statements of Corporate Environmental Risk Management, LLC ("Company") which comprise the balance sheet as of December 31, 2016, and the related statements of income, changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the significant accounting estimates made by management, as well evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Corporate Environmental Risk Management, LLC as of December 31, 2016, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

TFS Deemer Dana LLP

Duluth, Georgia
March 30, 2017

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
BALANCE SHEET
December 31, 2016

ASSETS

CURRENT ASSETS		
Cash	$	314,490
Short term investments		101,252
Accounts receivable, net		1,964,232
Employee receivables		1,434
Cost and estimated earnings in excess of billings on contracts in progress		301,623
Prepaid expenses		15,772
Total current assets		2,698,803
PROPERTY AND EQUIPMENT		299,637
OTHER ASSETS		
Investment in joint ventures		25,155
Security deposits		23,596
Total other assets		48,751
	$	3,047,191

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Line of credit	$	406,597
Current portion of long-term debt		66,640
Accounts payable		45,187
Accrued liabilities		256,157
Deferred lease incentive		8,065
Total current liabilities		782,646
NONCURRENT LIABILITIES		
Long-term debt, net of current portion		98,186
Deferred lease incentive		80,324
Total noncurrent liabilities		178,510
MEMBERS' EQUITY		2,086,035
	$	3,047,191

See accompanying notes and independent auditor’s report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENT OF INCOME
Year Ended December 31, 2016

		Percentage of Fees Earned
FEES EARNED	$ 6,527,167	100.00 %
DIRECT PROJECT COSTS		
Direct labor	2,125,907	32.57
Other project costs	494,569	7.58
	2,620,476	40.15
Gross profit	3,906,691	59.85
OPERATING EXPENSES	3,137,863	48.07
INCOME FROM OPERATIONS	768,828	11.78
OTHER INCOME (EXPENSE)		
Interest expense	(21,155)	(0.32)
Investment loss	(4,103)	(0.06)
Miscellaneous income	64,142	0.98
Total other income	38,884	0.60
NET INCOME	$ 807,712	12.38 %

See accompanying notes and independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC
STATEMENT OF CASH FLOWS
Year Ended December 31, 2016

OPERATING ACTIVITIES		
Net income	$	807,712
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation		90,761
Gain on short term investments		(152)
Loss from joint ventures		4,103
Bad debt expense		48,663
Changes in:		
Accounts receivable		(302,097)
Employee receivable		(236)
Cost and estimated profits in excess of billings on contracts in progress		(138,729)
Prepaid expenses		(2,804)
Accounts payable		(35,571)
Accrued liabilities		30,910
Deferred lease incentive		88,389
Net cash provided by operating activities		590,949
INVESTING ACTIVITIES		
Purchase of property and equipment		(109,803)
Investment in joint venture		(1,324)
Net cash used in investing activities		(111,127)
FINANCING ACTIVITIES		
Increase in line of credit		229,485
Payments on long-term debt		(115,095)
Distributions to members		(423,645)
Net cash used in financing activities		(309,255)
NET INCREASE IN CASH AND CASH EQUIVALENTS		170,567
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		143,923
CASH AND CASH EQUIVALENTS AT END OF YEAR	$	314,490
SUPPLEMENTAL DISCLOSURES		
Interest paid	$	21,739
Noncash investing and financing activities:		
Property purchased through financing	$	69,474

See accompanying notes and independent auditor's report.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT
SCHEDULE OF OPERATING EXPENSES
Year Ended December 31, 2016

OPERATING EXPENSES	
Indirect labor	$ 1,334,711
Employee benefits	421,109
Payroll taxes	317,386
Insurance expense	209,329
Building rent and utilities	181,546
Professional fees	123,874
Depreciation expense	90,761
Indirect travel and meals	80,464
Bank service charges/fees	74,895
Bad debt expense/recovery	48,663
Professional dues/licenses/publications	33,887
Training and education	27,252
Charitable contributions	27,106
Computer expense	26,911
Communication expense	21,085
Vehicle supplies and maintenance	20,918
Supplies	19,658
Miscellaneous	16,472
Postage, freight, and reproduction	12,443
Contributions	11,750
Repairs and maintenance	11,465
Business advertising	9,605
Equipment lease and maintenance	5,318
Recruiting	4,727
Fines and penalties	3,288
Other taxes	3,084
Client relations	156
	$ 3,137,863

See independent auditor's report.



LOWE
ENGINEERS

990 Hammond Drive, Suite 900
Sandy Springs, GA 30328
P: 770.857.8400
F: 770.857.8401
www.loweengineers.com

CITY COUNCIL AGENDA ITEM

SUBJECT: AX-21-002, 1724 Rogers Lake Road

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 ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To hold a public hearing and take action on AX-21-002, an annexation of the property located at 1724 Rogers Lake Road.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve with conditions

ATTACHMENTS:

(1) Attachment 1 - AX-21-002 Staff Report
(2) Attachment 2 - AX-21-002 Application
(3) Attachment 3 - AX-21-002 Site Plan
(4) Attachment 4 - Click or tap here to enter text.
(5) Attachment 5 -

PLANNING & ZONING STAFF REPORT

AX-21-002

Meeting Date January 24, 2022

GENERAL INFORMATION

Petition Number:	AX-21-002
Applicant:	GBG 2 Lithonia Group, LLC
Owners:	Charles M. Bettis and J. Ed Seagraves
Project Location:	**1724 Rogers Lake Rd (Parcel ID 16 157 05 003)**
City Council District:	District 1
Acreage:	19.68 acres
Existing Zoning:	Light Industrial (M – DeKalb County)
Proposed Zoning:	Light Industrial (M – City of Stonecrest)
Comprehensive Plan Character Area Designation: Map)	Light Industrial (DeKalb County 2035 Future Land Use
Proposed Development/Request:	The applicant is requesting to annex into the City of Stonecrest for the purpose of development a Gravel Parking Lot. As part of this annexation the subject property would be rezoned to Light Industrial (M – City of Stonecrest) and would be designated on the Stonecrest Future Land Use Map as Light Industrial Character area.
Staff Recommendations:	**Approval**
Planning Commission Recommendation	**Approval**

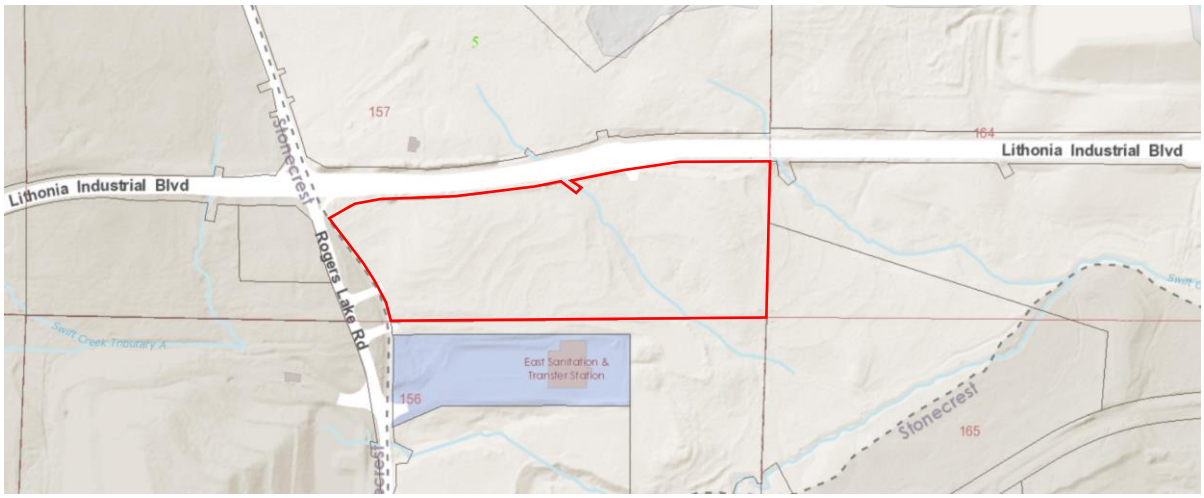
PROJECT OVERVIEW

Location. The subject property is located at the southeast corner of the intersection of Rogers Lake Road and Lithonia Industrial Boulevard, on the north side of the city. It is currently undeveloped and wooded with a stream running through the middle of the parcel. The surrounding area is industrial, with a landfill located west of the site and a county sanitation and transfer station to the south.

PLANNING & ZONING STAFF REPORT

AX-21-002

Location map, AX-21-002



The subject property and all surrounding parcels are zoned industrial, either in DeKalb County or City of Stonecrest. The property to the south is heavy industrial (M-2) while all the other parcels are zoned light industrial (M). The future land use map for DeKalb County shows this property as Light Industrial.

The city boundary is located along the western side of the subject property and meets the one-eight contiguous area requirement for the 100 percent annexation method as allowed under state law by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated,

Background

GBG 2 Lithonia Group would like to build a gravel parking lot pursuant to Section 6.1.3 of the Stonecrest Zoning Ordinance, which was recently revised per TMOD-21-012 by the City Council on November 22, 2021. The county zoning code does not allow gravel parking for trucks thus the desire for the annexation. The applicant and their legal consul met with city staff and Councilman Jimmy Clanton on October 5 ,2021 for a pre-application meeting. It was made clear at the meeting that city was in the process of updating their parking requirements and that the applicant would need to meet these requirements to the letter and construct a “model” gravel parking per the new standards if the annexation was approved.

The new parking lot would include a ten foot high opaque corrugated metal fence and two rows of evergreen trees or bushes. The surface of the lot would be 10-inch graded aggregate base of granite stone and stone dust, and would meet all state stormwater requirements. The applicant has offered to have security cameras providing coverage for all entrances and exits, one from Rogers Lake Road and one from Lithonia Industrial Boulevard. Both entrances will be gated. No traffic improvements will be required to the property as existing curb cuts exist on both roads. The proposed use is for parking only, no repair operations or other businesses will be allowed on site. As per TMOD-21-012, the site will be inspected annually to ensure proper maintenance of the aggregate base and storm water facilities.

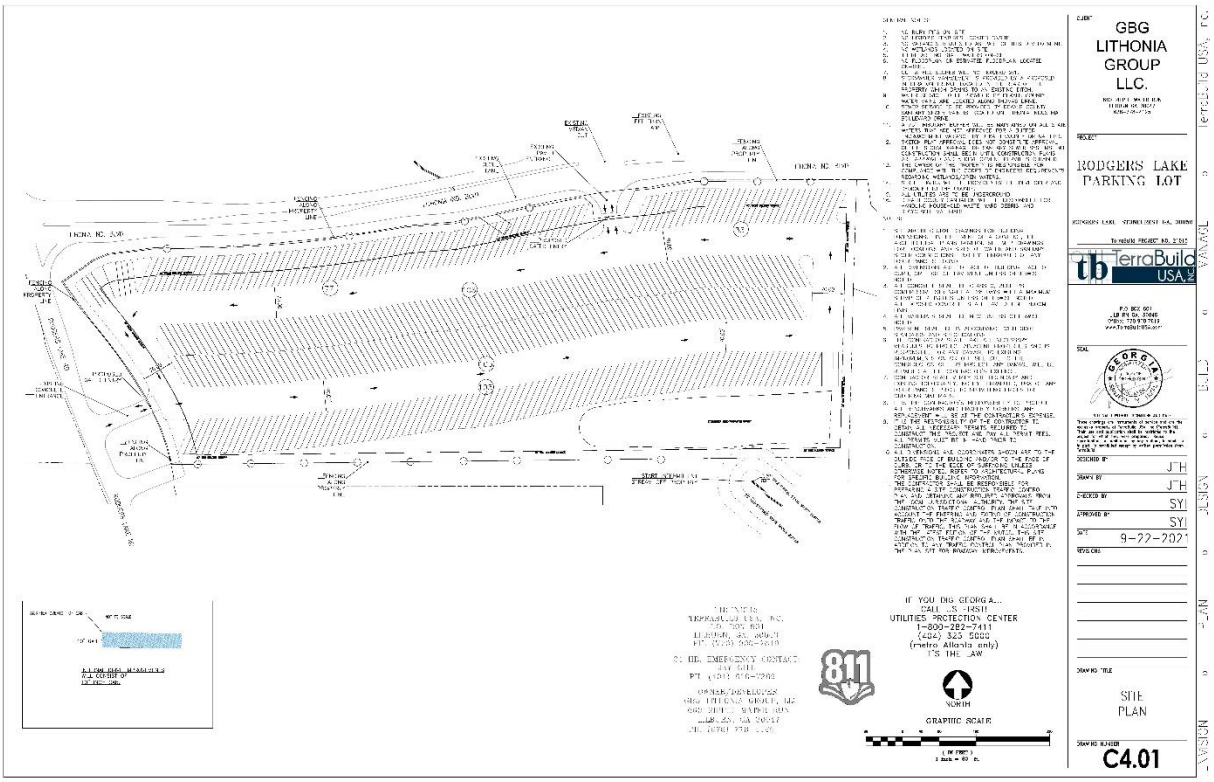
PLANNING & ZONING STAFF REPORT

AX-21-002

Annexation Request

The city has notified the county of the proposed annexation, and to date no objections have been raised. The proposed parking facility will have no impact on area schools or county water and sewer infrastructure. If the annexation is approved, the property would maintain its light industrial zoning and future land use designation. The property is not currently under any county zoning overlay district or proposed city overlay district.

Proposed Site Plan



THE CITY OF STONECREST GEORGIA

PLANNING & ZONING STAFF REPORT

Public Participation

A community planning information meeting was held on November 30 at 6 PM when the proposed annexation was discussed. The meeting was hosted by the City on Zoom and broadcasted on YouTube Merits of the case that were brought up include:

- The fact that the applicant GBG 2 Lithonia Group already operates a gravel parking lot in the city and its well maintained and constructed.
- The surrounding area is totally industrial with no potential impacts on residential uses.
- The parking lot would expand the city's commercial tax base benefiting the city's budget

Opposition to the case included:

- The potential impact on environment, removing trees on an undeveloped lot, and possible contamination to the stream running through the site from runoff.
- Additional truck traffic and impact on local road conditions.
- Fears that the site would not be maintained as required by the code.

STANDARDS OF ANNEXATION REVIEW

An annexation request includes both a comprehensive plan amendment and a rezoning. Section 7.3.4 of the Zoning Ordinances lists seven factors to be considered in a technical review of a comprehensive plan amendment and Section 7.3.5 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case. The two sets for factors are basically identical with the exception that in reviewing a rezoning, decision makers need to consider the conformity with the policies and intent of the comprehensive plan. Each of the eight rezoning standards for review are listed with staff analysis below.

A. Whether the proposal is in conformity with the policy and intent of the comprehensive plan.

The subject property is located within the Light Industrial character area of the DeKalb County Comprehensive Plan, in keeping with the surrounding uses and current zoning, and in similar fashion the proposed land use designation on the Stonecrest Future Land Use Plan would be Light Industrial. The economic policies of the city's plan encourage the attraction of and recruitment of new businesses (Goal ED-1), and the goals and policies for industrial uses call for locating industrial development away from environmentally sensitive areas, minimizing the encroaching effect of industrial development and expansion in areas already developed for industrial uses with existing public infrastructure, and the encourage development of vacant industrial land (Goal LU-8).

The Light Industrial character area intends to identify areas that are appropriate for industrial type uses. The location of these areas shall preserve the appeal and appearance of residential and

commercial areas from the prospective intrusion of light industrial land uses. These areas consist of areas used in low intensity manufacturing, including wholesale trade, and distribution activities that do not generate excessive noise, vibration, air pollution or other nuisance characteristics.

The proposed light industrial use is keeping with existing character and use of the area, the city's zoning map, and the goals of the Comprehensive Plan and its Future Land Use Map.

B. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

The area surrounding the site is industrial, and the proposed use is in keeping with the existing development of adjacent and nearby properties.

C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The zoning is essentially remaining the same, and so it does have economic use. The applicant is seeking to come into Stonecrest to allow the building of a gravel parking lot, which is currently not allowed in DeKalb County's Light Industrial (M) zoning, but is in the City's Light Industrial (M) zoning.

D. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The proposed zoning proposal is not anticipated to have a negative impact on the existing use or usability of adjacent or nearby properties.

E. Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.

The city has recently revised it requirements for gravel parking lots, and the applicant is willing to meet

F. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.

There are currently no identified historic buildings, sites, districts, or archaeological resources on the subject property.

PLANNING & ZONING STAFF REPORT

G. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Due to the low impact nature of the intended use, which contains no housing or requires any water or sewer hookups. The proposal will not cause an excessive or burdensome on utilities or have any demands on schools. Roads access to the property is already designed for truck traffic, and no transportation improvements are necessary to accommodate the use.

H. Whether the zoning proposal adversely impacts the environment or surrounding natural resources.

If the proposed use is designed and maintained as required by city and state regulations, the use should not have adverse impact on the environment or surrounding resources.

STAFF RECOMMENDATION

The applicant meets all the criteria for approval. Therefore, staff recommends **APPROVAL** of **AX-21-002, rezoning the property to M-Light Industrial, and amending the Stonecrest Future Land Use Map to designate the property as Light Industrial**.

Attachments:

1 – AX-21-002 Application

COPY
Received
NOV 2 2021
City of Stonecrest, Georgia
Planning & Zoning Department

Application for Annexation

*Applicant must review each zoning district and use regulations **before** submitting application.*

One (5) original paper copies and a digital copy the completed application and all other required items must be submitted to the of the Planning and Zoning Department. All information to be presented to the Planning Commission and City Council should be assembled. This application will not be processed any items are missing or if the appropriate fee does not accompany it.

- ☐ Completed application forms signed by 100% of the land owners and/or electors (in the case of existing residential property owners) residing in the area to be annexed and by owners of not less than 100% of the total land area, by acreage. The application contains a "Contiguity Statement" which must be signed by an engineer or surveyor
- ☐ Current land survey by a registered surveyor that includes a legal description and lists acreage to be annexed.
- ☐ Utility Availability Letters – A letter by the service providers must be obtained, Watershed (water and sewer availability) and Dekalb County Board of Education (discussing impact the development will have on schools in the area).
- ☐ Attach names and addresses of owners of all property within 250 feet of the subject property. Once an application has been accepted for presentation the applicant must also demonstrate that all property owners within 250 feet of the subject property have been notified of the Public Hearings.
- ☐ **Application Fee of $350.00 per parcel*** - You will be billed any additional amount spent on advertising. It is necessary for this fee to be paid prior to any meeting dates.

* Fee maybe reduced ($275.00) if property is split by the city boundaries.

Petitioner will be notified by Mail/Email of the scheduled Public Hearing for which his/her application will be considered.

THE CITY OF STONECREST GEORGIA

GENERAL INFORMATION*

Date: November 1, 2021

Applicant/ Owner Name: Charles M. Bettis & J. Ed Seagraves - Owners
GBG 2 Lithonia Group, LLC - Applicants

Email Jody Charles Campbell - Attorney for Applicants
jody@blumcampbell.com

Phone: Work # 470-365-2890 Cell# 770-712-0923

Address Blum & Campbell, LLC, 3000 Langford Road, Bldg. 100, Peachtree Corners, Georgia 30071

Location and address if available of the subject property

1724 Rogers Lake Drive, Lithonia, Georgia 30058. The property is located at the southeast corner of the intersection of Lithonia Industrial Boulevard and Rogers Lake next to the Waste Transfer Station.

The size/acreage of the subject property 19.28 acres

The proposed land use category of the subject property upon annexation

Outdoor commercial parking with NO repair operations allowed on premises

Present Dekalb County Zoning Classification(s) M (Light Industrial) District

Desired City of Stonecrest Zoning Classification(s) M (Light Industrial) District

List the number of houses, if any, on property being submitted N/A

The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of Stonecrest, Georgia, and the description of such territory is as follows:

LEGAL DESCRIPTION ATTACHED

Special Note: If the application is incomplete, the applications will be rejected. *Incomplete applications will not be accepted or will be denied. Application fees are non-refundable. ***All applications must be 100% completed before submitting to Planning & Zoning for processing. That includes all required supporting documents and fees, if applicable. Signed Here:***

Applicant Signature: _____ Date 11/2/21

THE CITY OF STONECREST GEORGIA

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 157 of the 16th District of Dekalb County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (½ inch rebar) located at the southeast intersection of Rogers Lake Road (variable right of way) and Lithonia Industrial Boulevard (variable right of way), said point being the POINT OF BEGINNING

Traveling thence North 55 degrees, 53 minutes, 20 seconds East a distance of 84.48 feet to a point; thence North 68 degrees, 22 minutes, 34 seconds East a distance of 32.79 feet to a point; thence North 83 degrees, 00 minutes, 13 seconds East a distance of 100.72 feet to a point; thence South 89 degrees, 59 minutes, 13 seconds East a distance of 59.64 feet to a point; thence along a curve having an arc radius of 2914.58', arc length of 496.67 feet, and chord bearing North 84 degrees, 57 minutes, 42 seconds East a distance of 496.07 feet to a point; thence North 85 degrees, 31 minutes, 57 seconds East a distance of 102.71 feet; thence North 79 degrees, 06 minutes, 41 seconds East a distance of 54.13 feet; thence South 55 degrees, 19 minutes, 09 seconds East a distance of 69.31; thence North 36 degrees, 31 minutes, 28 seconds East a distance of 26.91 feet; thence North 54 degrees, 38 minutes, 27 seconds West a distance of 43.86 feet; thence North 78 degrees, 44 minutes, 29 seconds East a distance of 119.20 feet; thence along a curve having an arc radius of 1738.00', arc length of 222.51 feet, and chord bearing North 82 degrees, 03 minutes, 27 seconds East a distance of 222.36 feet to a point; thence North 80 degrees, 21 minutes, 00 seconds East a distance of 98.18 feet; thence along a curve having an arc radius of 1750.00', arc length of 32.28 feet, and chord bearing North 89 degrees, 49 minutes, 22 seconds East a distance of 32.28 feet to a point; thence South 89 degrees, 56 minutes, 59 seconds East a distance of 318.79 to iron pin found (½ inch rebar); thence South 01 degrees, 29 minutes, 44 seconds West a distance of 232.94 feet to an iron pin found (1 inch open top pipe); thence South 01 degrees, 34 minutes, 50 seconds West a distance of 360.05 feet to an iron pin found (½ inch iron rod); thence South 89 degrees, 51 minutes, 11 seconds West 486.83 feet to an iron pin found (½ inch rebar); thence South 89 degrees, 51 minutes, 57 seconds West 990.66 feet to an iron pin found (½ inch rebar); thence along a curve having an arc radius of 775.57', arc length of 287.83 feet, and chord bearing North 29 degrees, 20 minutes, 24 seconds West a distance of 222.36 feet; thence North 39 degrees, 58 minutes, 19 seconds West a distance of 58.39 feet to a point; thence North 33 degrees, 47 minutes, 16 seconds West a distance of 109.22 feet to an iron pin found (½ inch rebar) and the POINT OF BEGINNING.

Said property being shown on the Retracement Survey for GBG 2 Lithonia Group, LLC dated October 2, 2021, prepared by Patrick & Associates, Inc., James S. Hull, Jr., GRSL No. 2856, recorded in Plat Book 297, Page 30, Dekalb County, Georgia records, said plat being specifically incorporated herein by reference.

Said property being known as 1724 Rogers Lake Road, Lithonia, Georgia 30058 according to the present system of numbering of properties in Dekalb County, Georgia and Tax Parcel ID No. 16 156 05 003.

We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Stonecrest, Georgia, and extend the city boundaries to include the same.

LAND OWNER(S)

Name (Print)	Address (Print)	Signature	Date (Print)
1 Charles Bettis	133 New St. Decatur, GA 30030		11-1-21
2 J. Ed Seagraves			
3			
4			
5			
6			
7			
8			
9			
10			

We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Stonecrest, Georgia, and extend the city boundaries to include the same.

LAND OWNER(S)

Name (Print)	Address (Print)	Signature	Date (Print)
1 Charles Bettis			
2 J. Ed Seagraves	1000 Commerce Dr. Decatur, GA 30030	J Ed Seagraves	10/29/21
3			
4			
5			
6			
7			
8			
9			
10			

THE CITY OF STONECREST GEORGIA

CONTIGUITY STATEMENT

Contiguous areas mean, at the time the annexation procedures are initiated, any area that meets the following conditions:

(1) At least one-eighth of the aggregate external boundary or 50 feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary or would directly about the municipal boundary if it were not otherwise separated, in whole or in part, from the municipal boundary by lands owned by the municipal corporation or some other political subdivision, by lands owned by this state or by the definite width of (A) any street or street right-of-way, (B) any creek or river, or (C) any right-of-way of a railroad or other public service corporation which divides the municipal boundary and any area proposed to be annexed;

(2) The entire parcel or parcels of real property owned by the person seeking annexation is being annexed; provided, however, that lots shall not be subdivided in an effort to evade the requirements of this paragraph; and

(3) The private property annexed, excluding any right of way of a railroad or other public service corporation, complies with the annexing municipality's minimum size requirements, if any, to construct a building or structure occupiable by persons or property under the policies or regulations of the municipal development, zoning, or subdivision ordinances.

I, James Hull, a registered Surveyor in the State of Georgia, hereby certify that the parcel requested to be annexed into the City of Stonecrest lying in land lot(s) 157 of the 16th district, Dekalb County, has a contiguous boundary of 453.79 feet with the existing City limits of the City of Stonecrest.

This the 1 day of NOVEMBER, 2021

James L Hull Jr

Signature

2856

Georgia Registered Surveyor #

Pursuant to O.C.G.A 36-36-111 The City of Stonecrest will give official notice to Dekalb County of your intent to annex. The County Commission must vote in an open meeting whether or not to object to the annexation and provide written notice of the vote by certified mail or statutory overnight delivery not later than the end of the 30th day following receipt of the notice of annexation.

The county's objection must be substantiated with evidence of financial impact forming the basis of the objection AND the objection must be based on a material increase in burden upon the county directly related to:

(1) The proposed change in zoning or land use;
(2) Proposed increase in density; or
(3) Infrastructure demand related to the proposed change in zoning or land use.

Additionally, for an objection to be valid, the proposed change in zoning or land use must differ substantially from the uses of the property suggested by the county's comprehensive land use plan or permitted for the property by the county's zoning ordinance AND must result in:

(1) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; OR

(2) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project furnished by the county to the area to be annexed.

2021172253 PLAT BOOK 257 Pg 30
Filed and Recorded: 10/26/2021 2:19:00 PM
Recording Fee: $10.00
Prepared By:
[illegible]
Clerk of Superior Court
DeKalb County, Georgia

RECORDING INFORMATION

This Plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

James S. Hall, Jr. GA RLS 2[illegible]
PARCEL 16 137 05 003
DB 20905, PG 447

GEORGIA REGISTERED JAMES S. HALL JR.

COURSE	BEARING	DISTANCE	
L-1	N 35°53'20"E	84.45'	
L-2	N 66°22'34"E	32.79'	
L-3	N 63°09'13"E	100.72'	
L-4	S 89°36'13"E	39.64'	
L-5	N 84°57'42"E	405.07'	RAD.: 2914.56' LEN.: 495.67'
L-6	N 85°31'57"E	102.71'	
L-7	N 79°06'41"E	54.13'	
L-8	S 55°19'09"E	69.31'	
L-9	N 36°31'26"E	28.81'	
L-10	N 54°39'27"W	43.85'	
L-11	N 76°44'29"E	119.20'	
L-12	N 82°03'27"E	222.36'	RAD.: 1738.00' LEN.: 222.51'
L-13	N 80°21'00"E	98.15'	
L-14	N 89°49'22"E	32.25'	RAD.: 1750.00' LEN.: 32.25'
L-15	S 89°56'56"E	315.79'	

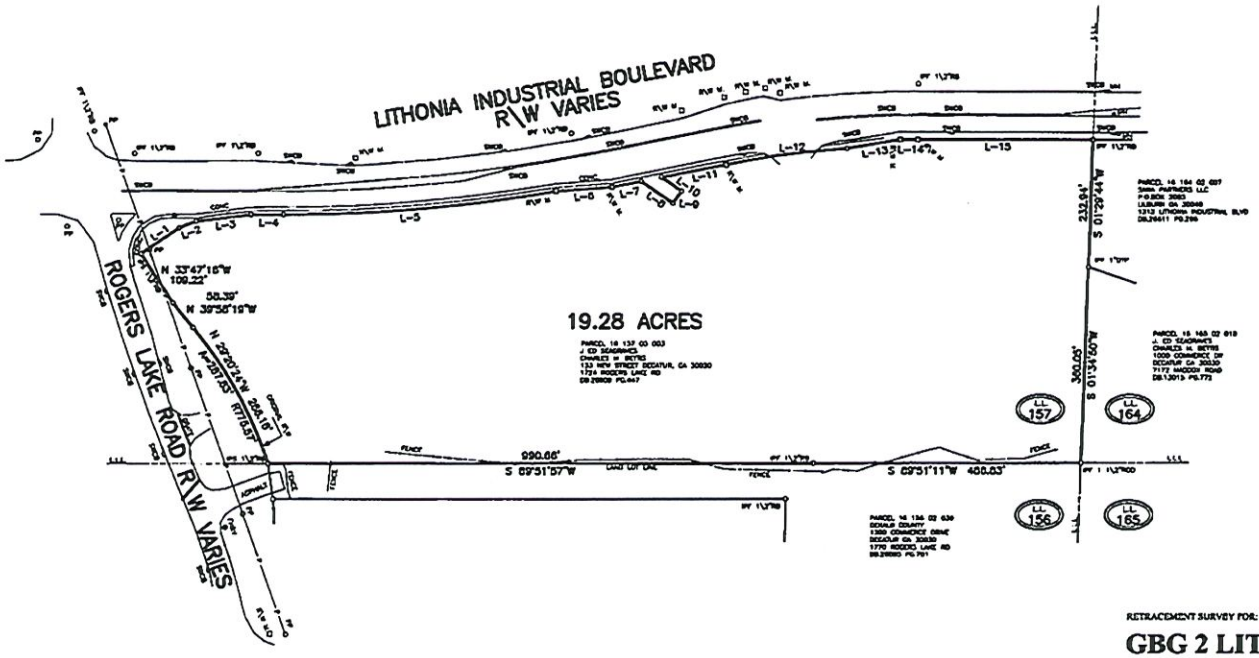
UTILITY NOTE
PATRICK & ASSOCIATES, INC. NOR THE LICENSED PROFESSIONAL ASSIGNS ANY LIABILITY FOR THE EXISTENCE, LOCATION, MATERIAL OR SIZE OF ANY UNDERGROUND UTILITY SHOWN ON THIS SURVEY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, EXACT LOCATION, MATERIAL AND SIZE OF ANY UNDERGROUND UTILITY BEFORE BIDDING OR EXCAVATING ON THIS PROJECT.

The field data upon which this plat is based has a closure of one foot in 103,561 feet and an angular error of 20" per angle point and was adjusted using compass rule. The plat has been calculated for closure and was found to be accurate within one foot in 511,912 feet.

Note: The surveyor herein has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that a current title search may disclose.

Note: This plat was prepared for the exclusive use of the persons, persons or entity named herein. This plat does not extend to any person, persons or entity without the express recertification of the surveyor naming such person, persons or entity.

This property is in zone "X" a Federal Flood Area as indicated by F.I.A. Official Hazard Maps. Flood Map No. 13089C0176K, Dated: 12/08/2016.



TEXT LEGEND

IPF	IRON PIN FOUND
IPS	IRON PIN SET
OTP	OPEN TOP PIPE
RB	REBAR
CONC	CONCRETE
FH	FIRE HYDRANT
LL	LAND LOT
LLL	LAND LOT LINE
MH	MAN HOLE
P	OVERHEAD POWER
PP	POWER POLE
SWCH	SINGLE WING CATCH BASIN
V	VALVE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
B.L.	BUILDING LINE
CL	CENTERLINE
R/W MON	RIGHT-OF-WAY MONUMENT
R/W	RIGHT-OF-WAY

OWNER:
PARCEL 16 136 05 003
J. ED SEAGRAVES & CHALES M. BETTIS
133 NEW STREET
DECATUR, GA 30030
DB 20905, PG 447

PATRICK & ASSOCIATES, INC.
SURVEYING & ENGINEERING
926 BLACKLAWN ROAD
CONYERS, GEORGIA 30094
PHONE: 770-483-8748

RETRACEMENT SURVEY FOR:

GBG 2 LITHONIA GROUP LLC

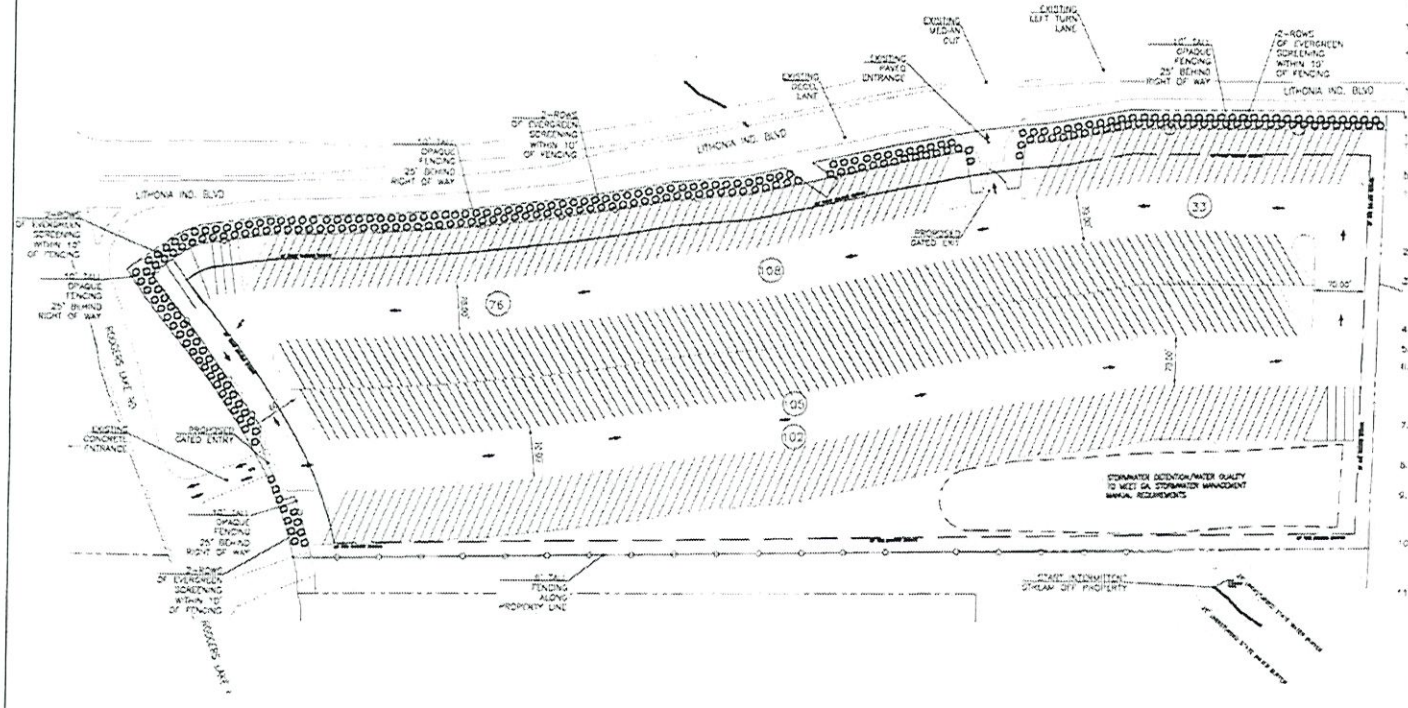
LAND LOT 157 - 16TH DISTRICT

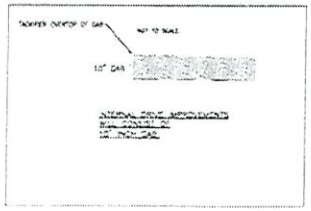
DEKALB COUNTY, GEORGIA

DATE OF FIELD WORK: 9-29-2021
DATE OF PLAT PREPARATION: 10-04-2021
EQUIPMENT USED: TRIMBLE S6

100 0 100 200 300
GRAPHIC SCALE - 1 INCH = 100 FEET

JOB NO 21-756
DWG. NO. 34820





GENERAL NOTES:

1. NO BURN PITS ON SITE.
2. NO HISTORIC FEATURES LOCATED ONSITE.
3. NO VARIANCES REQUESTED AS PART OF THIS DEVELOPMENT.
4. NO WETLANDS LOCATED ON SITE.
5. THERE ARE NO STATE WATERS ON-SITE.
6. NO FLOODPLAIN OR ESTIMATED FLOODPLAIN LOCATED ON-SITE.
7. CUT & FILL SLOPES WILL NOT EXCEED 2:1.
8. STORMWATER MANAGEMENT IS PROVIDED BY A UNDERGROUND INFILTRATION TRENCH LOCATED IN THE REAR OF THE PROPERTY WHICH DRAINS TO AN EXISTING DITCH
9. WATER SERVICE TO BE PROVIDED BY DEKALB COUNTY. WATER MAINS ARE LOCATED ALONG THOMAS DRIVE.
10. SEWER SERVICE TO BE PROVIDED BY DEKALB COUNTY. SANITARY SEWER MAIN IS LOCATED ON LITHONIA INDUSTRIAL BOULEVARD DRIVE
11. A 75' TRIBUTARY BUFFER WILL BE MAINTAINED ON ALL STATE WATERS THAT ARE NOT APPROVED FOR A BUFFER ENCROACHMENT VARIANCE BY DEKALB COUNTY ON GA. EPD
12. SKETCH PLAT APPROVAL DOES NOT CONSTITUTE APPROVAL OF THE STORM DRAINAGE OR SANITARY SEWER SYSTEMS. NO CONSTRUCTION SHALL BEGIN UNTIL CONSTRUCTION PLANS ARE APPROVED AND A DEVELOPMENT PERMIT IS OBTAINED.
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PROJECT
RODGERS LAKE PARKING LOT

RODGERS LAKE, STONECREST GA, 30058

TerraBuild PROJECT NO. 21015

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DESIGNED BY	JTH
DRAWN BY	JTH
CHECKED BY	SYI
APPROVED BY	SYI
DATE	9-22-2021

REVISIONS

DRAWING TITLE
SITE PLAN

DRAWING NUMBER
C4.01

ENVISION ○ PLAN ○ DESIGN ○ BUILD ○ MANAGE

BLUM & CAMPBELL, LLC
Attorneys at Law
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Peachtree Corners, Georgia 30071

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November 2, 2021

VIA HAND DELIVERY

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Council Member Robert Turner
Council Member Jazzmin Cobble
Council Member George Turner
Council Member Tammy Grimes
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3120 Stonecrest Blvd, Suite 100
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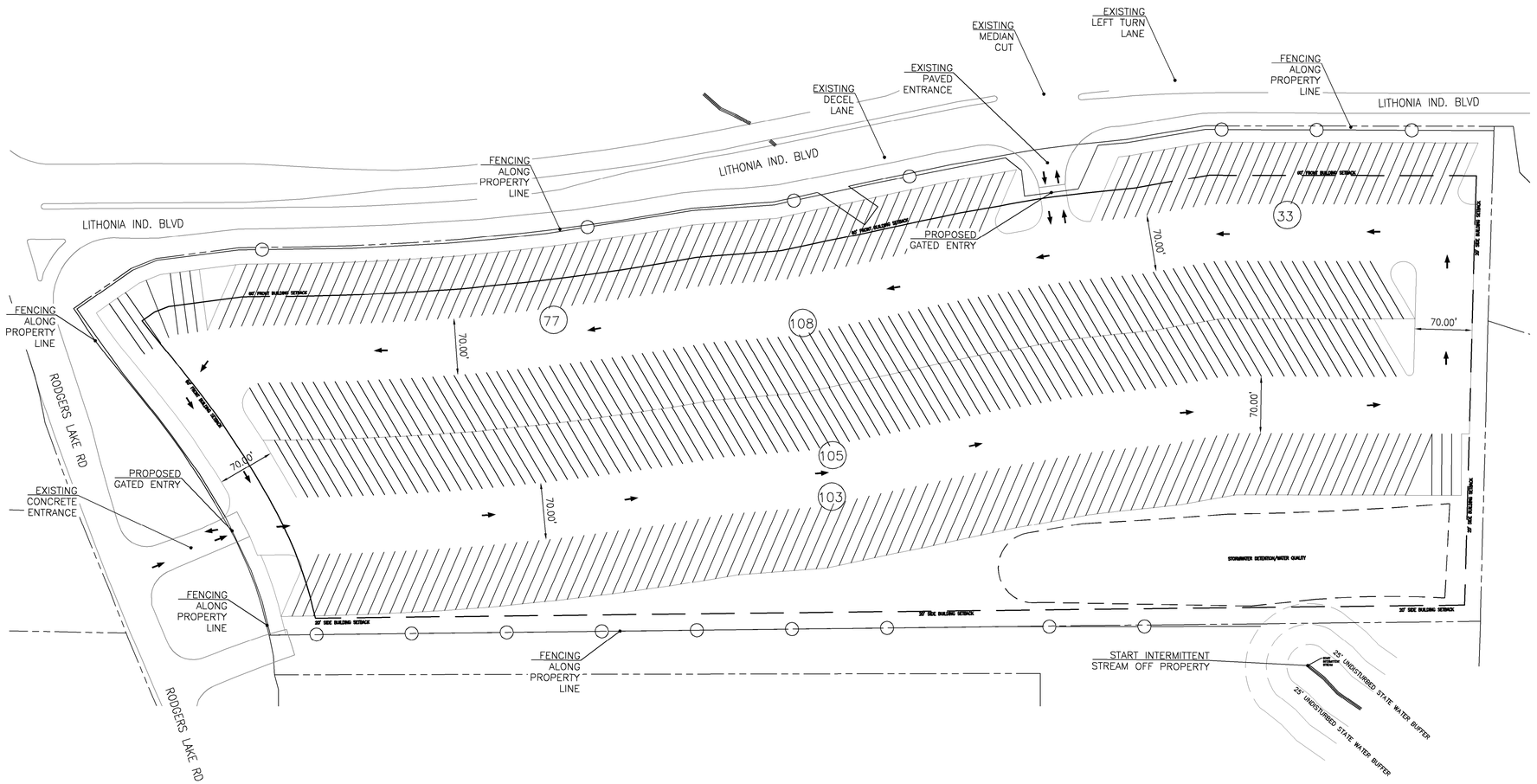
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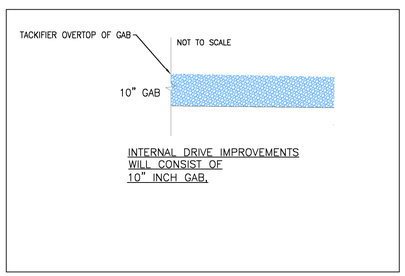
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BLUM & CAMPBELL, LLC

Jody Charles Campbell





GENERAL NOTES:

1. NO BURY PITS ON-SITE.
2. NO HISTORIC FEATURES LOCATED ONSITE.
3. NO VARIANCES REQUESTED AS PART OF THIS DEVELOPMENT.
4. NO WETLANDS LOCATED ON SITE.
5. THERE ARE NO STATE WATERS ON-SITE.
6. NO FLOODPLAIN OR ESTIMATED FLOODPLAIN LOCATED ON-SITE.
7. CUT & FILL SLOPES WILL NOT EXCEED 2:1.
8. STORMWATER MANAGEMENT IS PROVIDED BY A PROPOSED INFILTRATION TRENCH LOCATED IN THE REAR OF THE PROPERTY WHICH DRAINS TO AN EXISTING DITCH.
9. WATER SERVICE TO BE PROVIDED BY DEKALB COUNTY. WATER MAINS ARE LOCATED ALONG THOMAS DRIVE.
10. SEWER SERVICE TO BE PROVIDED BY DEKALB COUNTY. SANITARY SEWER MAIN IS LOCATED ON LITHONIA INDUSTRIAL BOULEVARD DRIVE.
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NORTH

GRAPHIC SCALE

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(IN FEET)
1 inch = 80 ft.

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PROJECT

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SEAL

GEORGIA REGISTERED No.37248 PROFESSIONAL ENGINEER SANJEEV Y. IRKAL

NOT VALID WITHOUT SIGNATURE AND DATE

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DESIGNED BY JTH
DRAWN BY JTH
CHECKED BY SYI
APPROVED BY SYI
DATE 9-22-2021

REVISIONS

DRAWING TITLE

SITE PLAN

DRAWING NUMBER

C4.01

BUILD ○ MANAGE ○ TerraBuild USA, Inc.
ENVISION ○ PLAN ○ DESIGN ○

CITY COUNCIL AGENDA ITEM

SUBJECT: RZ-21-009, 6547 Chupp Road

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 ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To hold a public hearing and take action on RZ-21-009, a request initiated by the City on behalf of the property owner, Marie Colson, to rezone the property at 6547 Chupp Road from Stonecrest Area Overlay, Tier 6 – Viewshed to Stonecrest Area Overlay, Tier 2 - Mid-Rise Zone.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve with conditions

ATTACHMENTS:

(1) Attachment 1 - RZ-21-009 Staff Report
(2) Attachment 2 - Click or tap here to enter text.
(3) Attachment 3 - Click or tap here to enter text.
(4) Attachment 4 - Click or tap here to enter text.

CITY COUNCIL AGENDA ITEM

(5) Attachment 5 -

PLANNING & ZONING STAFF REPORT

RZ-21-009

Meeting Date January 24, 2022

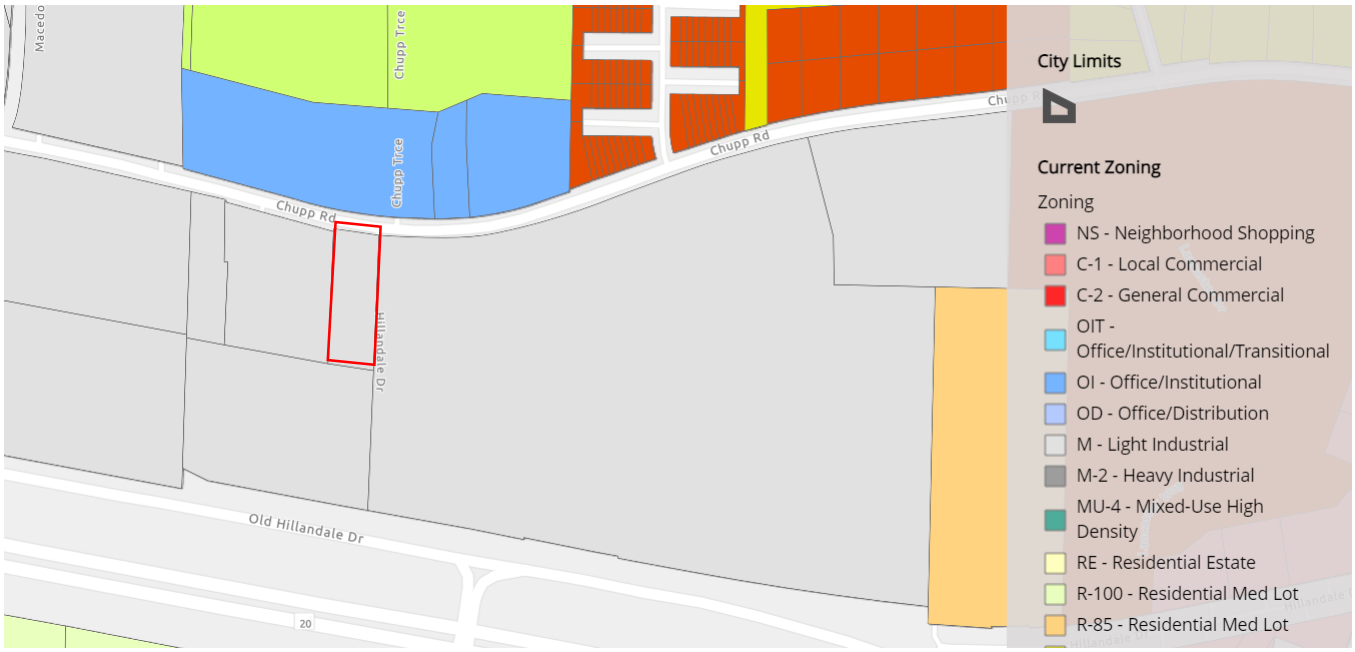
GENERAL INFORMATION

Petition Number:	RZ-21-009
Applicant:	**City of Stonecrest**
Owner:	Ms Lillie "Marie" Colson
Project Location:	6547 Chupp Road (Parcel ID 16 120 02 004)
Council District:	District 5 – Tammy Grimes
Acreage:	0.9 acres
Existing Zoning:	Light Industrial (M), Stonecrest Area Overlay, Tier VI - Viewshed
Proposed Zoning:	Light Industrial (M), Stonecrest Area Overlay, Tier II – Mid-rise Mixed Use
Comprehensive Plan Character Area Designation:	**City Center**
Proposed Development/Request:	None at this time, though the applicant is considering building a mixed-use housing development with ground floor retail in keeping with the HR-2 zoning district as allowed under Tier 2 of the Stonecrest Area Overlay
Staff Recommendations:	**Approval**
Planning Commission Recommendation	**Approval with condition**

PLANNING & ZONING STAFF REPORT

RZ-21-009

Zoning Map for RZ-21-009



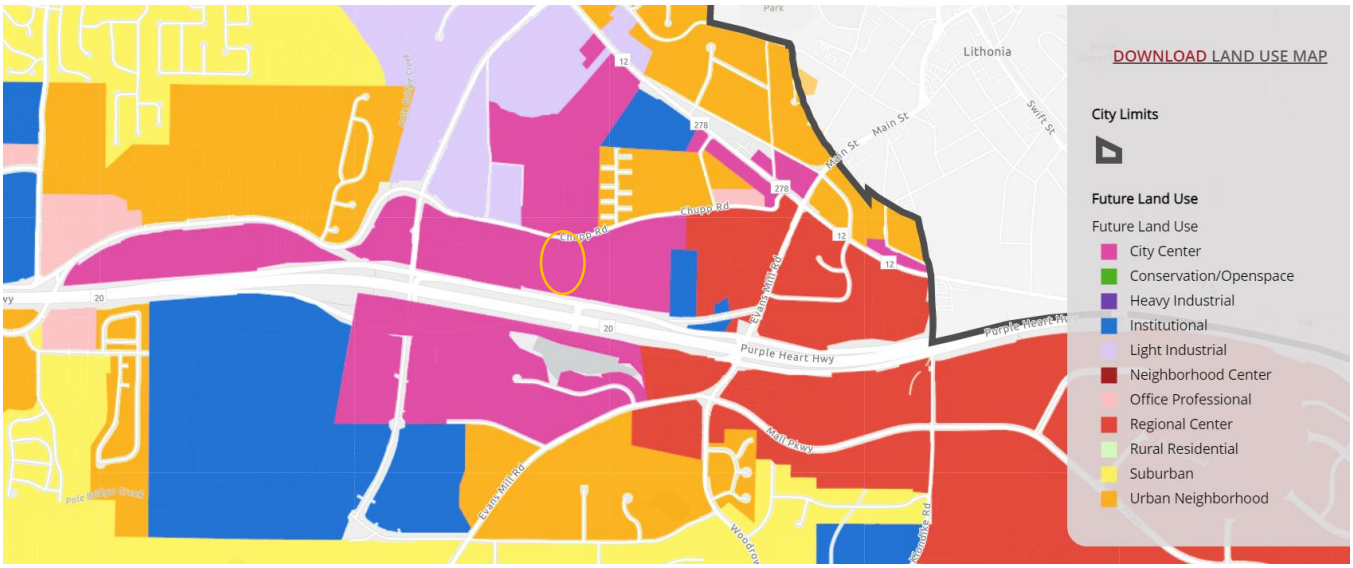
Overlay Map for RZ-21-009



PLANNING & ZONING STAFF REPORT

RZ-21-009

Future Land Use Map



PROJECT OVERVIEW

Location

The subject property is located along Chupp Road and contains a single-family home where the property owner lives. The lot primarily wooded, with light industrial land uses to the north and west. The adjacent properties to the east and south are currently undeveloped. Though a senior housing development, the Union at Stonecrest, is proposed to the east.

PLANNING & ZONING STAFF REPORT

RZ-21-009



The Union at Stonecrest as proposed will be a four-story structure containing 122 senior housing units. In the last few years development activity along the road has been active with an apartment complex and townhome developments being constructed further east of the subject property. The area has good access to I-20 at Evans Mill Road which is located just south and parallel to Chupp Road.

Background

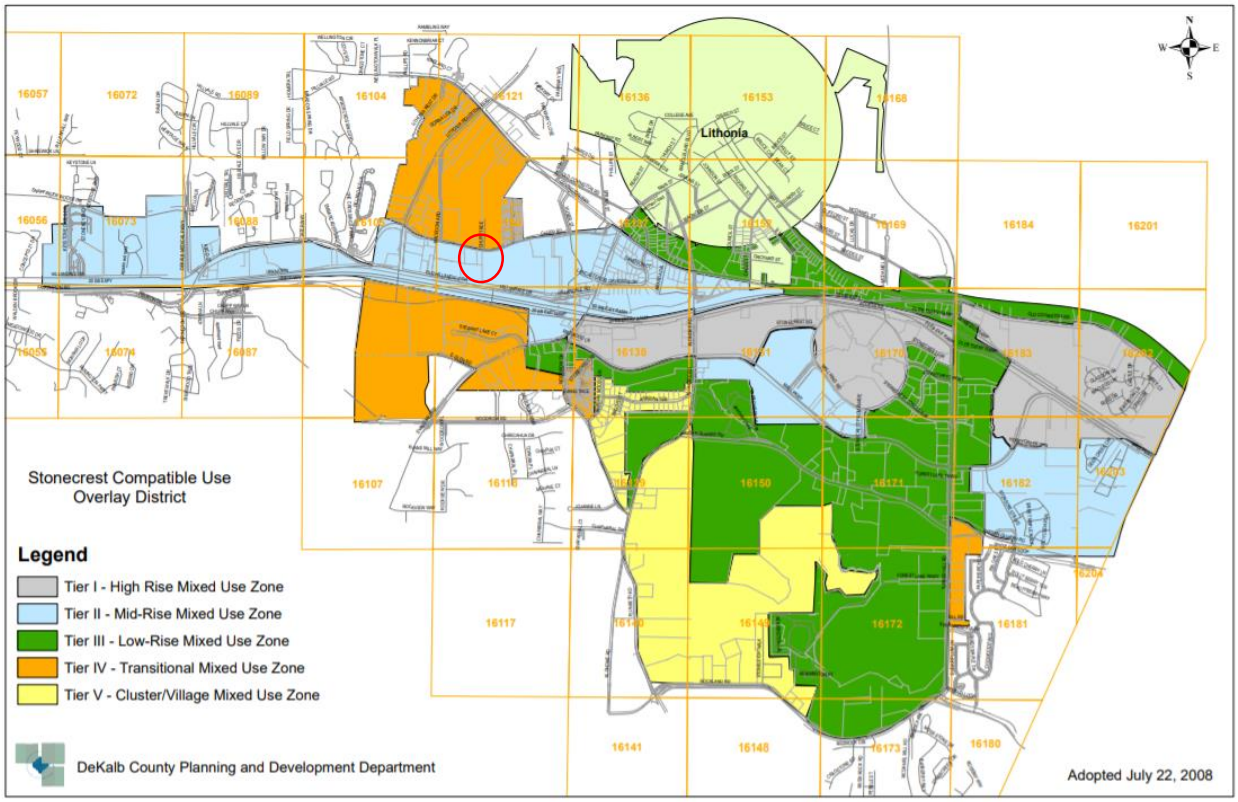
The subject property was rezoned to Tier 6 Viewshed when the Stonecrest Area Overlay was revised in November 2019. Prior to that the property was Tier 2, as the 2008 Stonecrest Area Overlay Map shows on the next page. This rezoning was city initiated and property owner was unaware of the change at the time or its implications.

- Tier 6 – Viewshed restricts permitted uses to the underlaying district, which in this case in light industrial (M), except those listed as prohibited in Sub-Sec 3.5.15.D.
- Tier 2 - Mid-rise Mixed-Use permits any uses allowed in the underlying district, and authorizes those uses allowed in C-1, C-2, O-I, O-D and HR-2, except those listed as prohibited in Sub-Sec. 3.5.1.B.
- The change in which tier of the overlay that the subject property lies within greatly reduced the development potential of the property, and in fact made the current use of the property , a single family home, a legal non-conforming use.

THE CITY OF STONECREST GEORGIA

PLANNING & ZONING STAFF REPORT

RZ-21-009



Rezoning Request

The property owner has asked the city to revert the zoning of her property back to Tier 2 of the Stonecrest Area Overlay. She has no development plans at this time, but wants to keep her development options open as Tier 2 allows. She is considering building a mixed-use housing development with ground floor retail in keeping with the HR-2 zoning district as allowed under Tier 2 of the Stonecrest Area Overlay

Public Participation

A community planning information meeting was held on November 30 at 6 PM when the proposed city initiated rezoning was discussed. The meeting was hosted by the City on Zoom and broadcasted on YouTube. No objections to the reversion of the zoning were brought up.

STANDARDS OF REZONING REVIEW

Section 7.3.5 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case. Each element is listed with staff analysis.

THE CITY OF STONECREST GEORGIA

PLANNING & ZONING STAFF REPORT

RZ-21-009

A. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.

The subject property is located within the City Center character area of the Stonecrest Comprehensive Plan. The intent of the City Center Character Area is to promote the concentration of residential and commercial uses, which serve surrounding communities in order to reduce automobile travel, promote walkability and increase transit usage. The plan states that the areas should be a focal point for several neighborhoods with a variety of activities such as general retail, commercial, professional office, high-density housing, entertainment and recreational uses and appropriate public open spaces that are easily accessible by pedestrians. This character area is similar to neighborhood center, but at a larger scale. The preferred density for areas of this type is up to 40 dwelling units per acre/

The proposed reversion of the subject property rezoning is actually more in keeping with purpose and intent of the Comprehensive Plan than it is currently zoned.

B. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

The subject property has industrial uses to the west and north, and proposed multifamily housing to the east. Rezoning to Tier 2 would be in keeping with the development trends of the area.

C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

As currently zoned it is legal non-conforming use. It would have to be redeveloped as industrial has lower economic value than what is allowed in Tier 6, which offers a wide variety of development options.

D. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The proposed zoning proposal is not anticipated to have a negative impact on the existing use or usability of adjacent or nearby properties. This rezoning would only reinstate development rights that were in place prior to November 2019.

E. Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.

The development trends along Chupp Road favor the reversion of the rezoning, as all new development along the road has been for uses in keeping with the Tier 2 of the Stonecrest Overlay. No new industrial uses have been developed along the road recently.

PLANNING & ZONING STAFF REPORT

F. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.

There are currently no historic buildings, sites, districts, or archaeological resources on the subject property.

G. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Plans for public services to the area are likely took into account the future land use designation of the area, and so have been planned for in making capital investment decisions. As the rezoning would be more in keeping with the vision of the comprehensive plan the rezoning of the property should not have an adverse impact on public services.

H. Whether the zoning proposal adversely impacts the environment or surrounding natural resources.

The zoning proposal will not adversely impact the environment or surrounding natural resources.

STAFF RECOMMENDATION

The city-initiated rezoning meets all the criteria for approval. Therefore, staff recommends **APPROVAL** of **RZ-21-009**.

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends **APPROVAL** of **RZ-21-009 with condition that buffer be maintained on southern boundary of the property.**

CITY COUNCIL AGENDA ITEM

SUBJECT: SLUP-21-005, 4460 Idlewood Park

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 ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To hold a public hearing and take action taken on a Special Land Use Permit request made by Courageous Care Home, LLC for an Adult Day Care at 4460 Idlewood Park.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve with conditions

ATTACHMENTS:

(1) Attachment 1 - SLUP-21-005 Staff Report
(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 -

THE CITY OF STONECREST GEORGIA

PLANNING & ZONING STAFF REPORT

SLUP-21-005

Meeting Date January 24, 2022

GENERAL INFORMATION

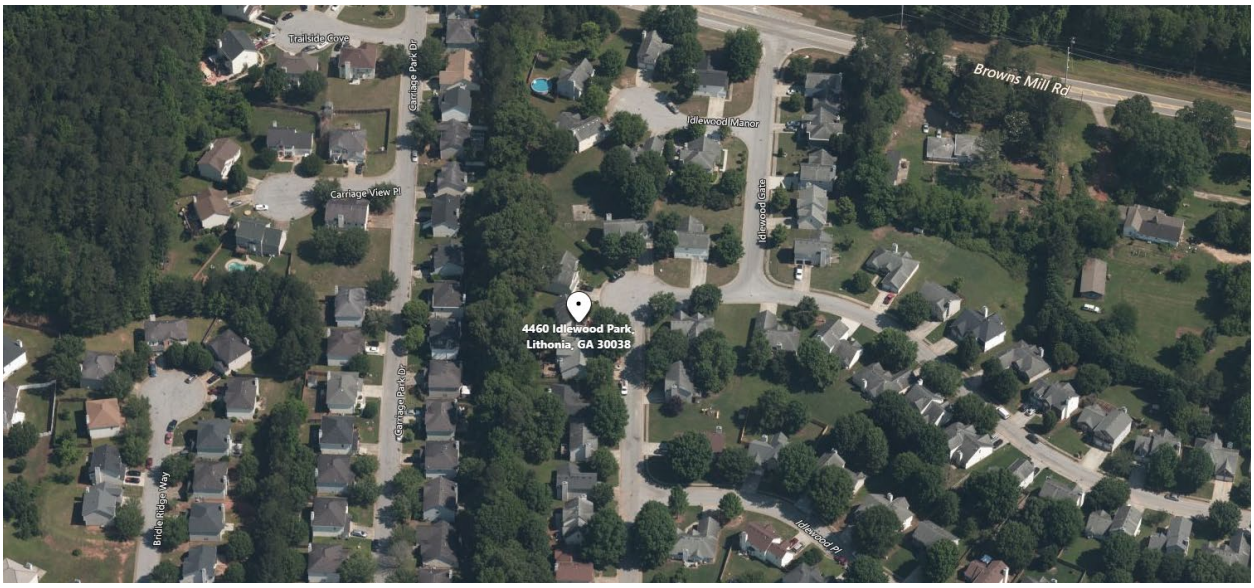
Petition Number:	SLUP-21-005
Applicant:	Courageous Care Home, LLC, c/o Chantelle Morrison, business owner
Property Owner:	Chantelle Morrison
Project Location:	4460 Idlewood Park (Parcel ID 11 251 01 192)
Council District:	District 5– Tammy Grimes
Acreage:	0.2 acres
Existing Zoning:	RSM, Arabia Mountain Conservation Overlay
Proposed Zoning:	Same as existing with a SLUP for an Adult Day Care
Comprehensive Plan Character Area Designation:	Suburban Neighborhood
Proposed Development/Request:	Adult Day Care, less than 6 clients
Staff Recommendations:	**Approval with condition**

Planning Commission Recommendation: Approval with staff recommended condition

PLANNING & ZONING STAFF REPORT

SLUP-21-005

Aerial Map for SLUP-21-005



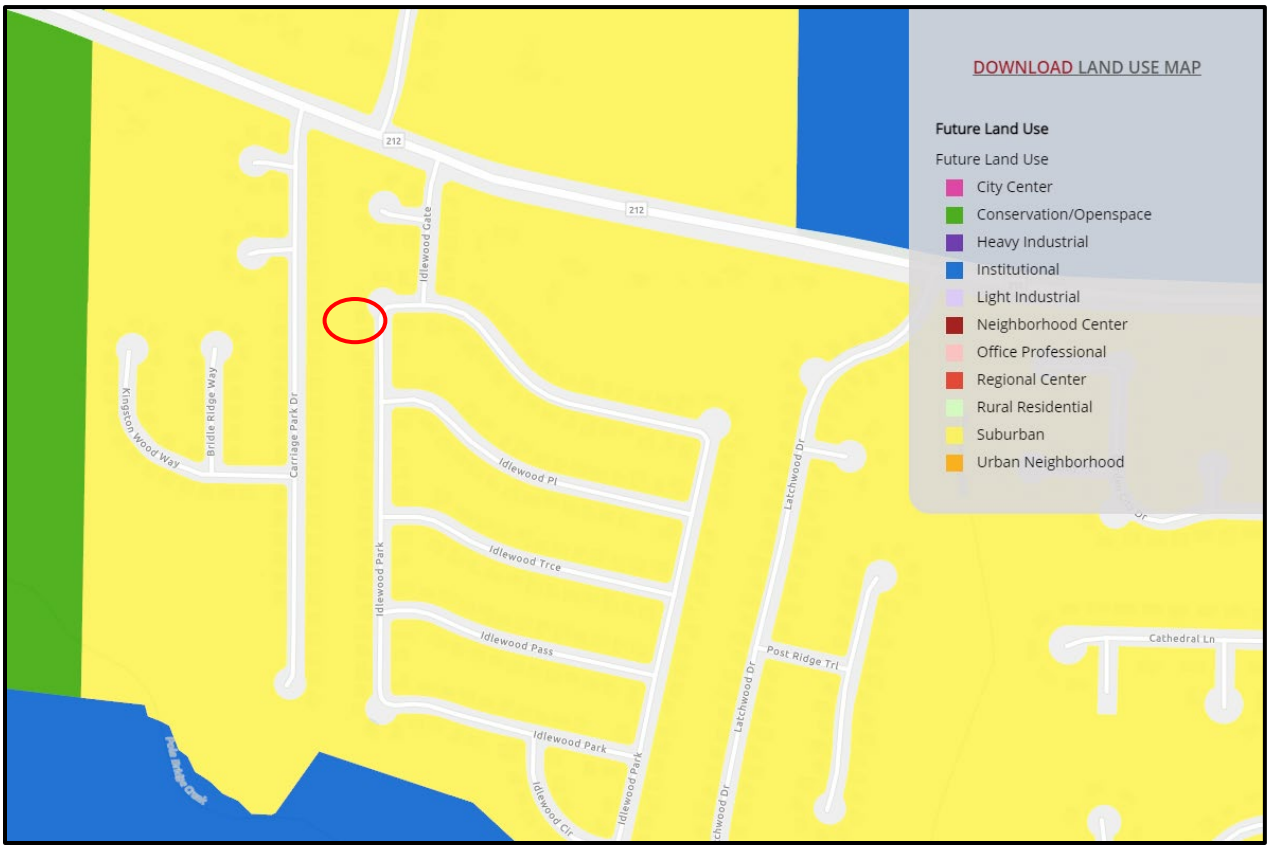
Zoning Map for SLUP-21-005



PLANNING & ZONING STAFF REPORT

SLUP-21-005

Future Land Use Map



PLANNING & ZONING STAFF REPORT

SLUP-21-005

PROJECT OVERVIEW

Location

The subject property is located in the Idlewood Crossing Subdivision in a single-family home on a 0.2 acre lot. The property is surrounded by similar homes all within the Residential Small Lot (RSM) zoning designation. Below are photos of the site. The upper row shows the front of the house and side yards. The lower row is the backyard.



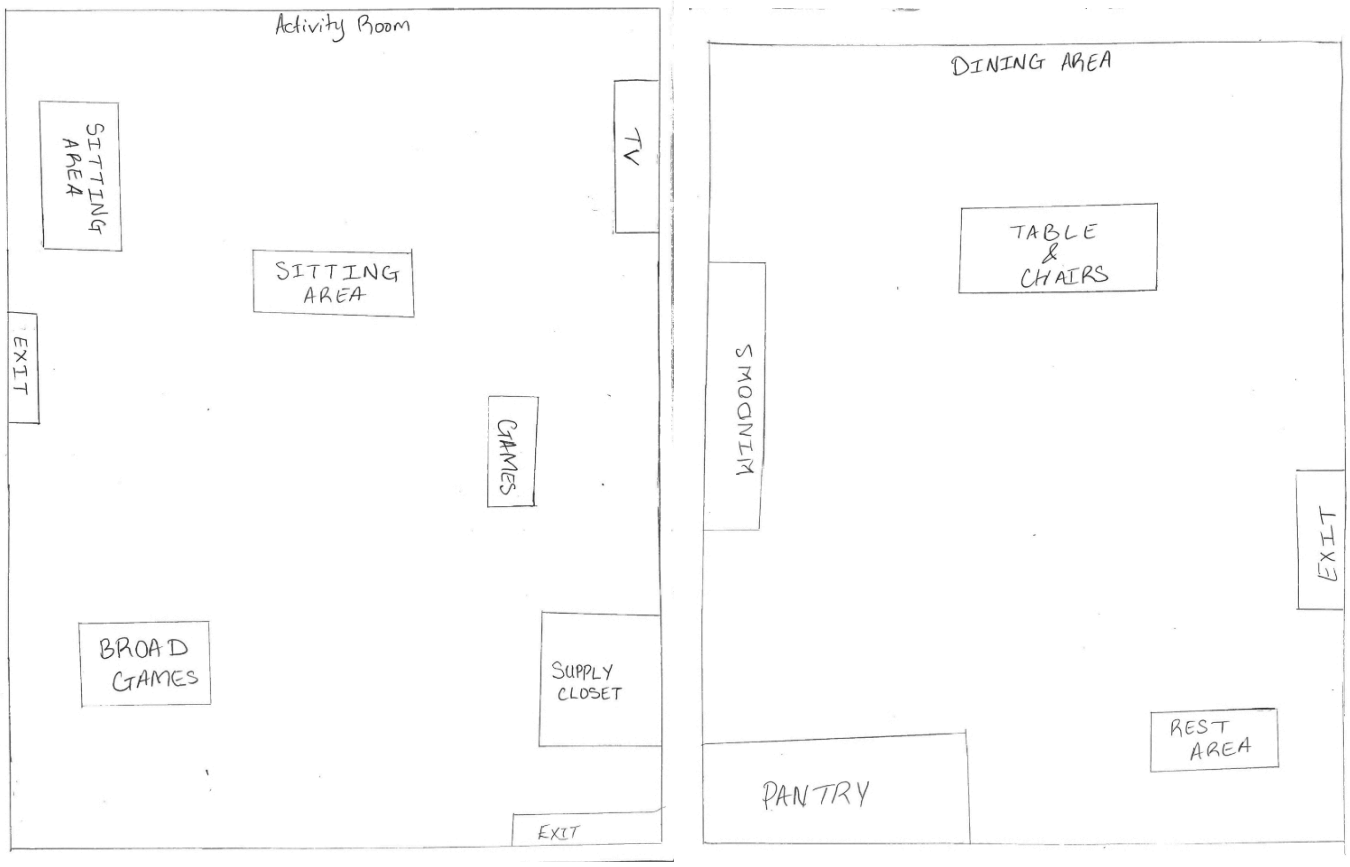




On the following page are hand drawn sketches of the two main rooms of the house that will be used for the business.

PLANNING & ZONING STAFF REPORT

SLUP-21-005



Background

The Idlewood Crossing subdivision was constructed in 2001 after a March 2000 rezoning of the property from R-100 to RA8, DeKalb Case number CZ-99059. The conditions of the rezoning have no bearing on the request, and can be found in the attachments. As part of a revision of the DeKalb Zoning Ordinance and readoption of their zoning map all properties zoned RA8 were rezoned to RSM.

The applicant is a certified medical assistant with an associates degree in Science for Pre-Nursing, and is seeking to operate an Adult Day Care on the site for less than 6 clients, anticipating just 2 clients

PLANNING & ZONING STAFF REPORT

SLUP-21-005

Rezoning Request

Adult Day Care (up to six clients) requires a SLUP according to the Permitted Use Table in Sec. 4.1.3 and is regulated under Section 4.2.5 of the Stonecrest Zoning Ordinance, which states the following:

"Each adult daycare facility shall be subject to the following requirements:

A. All outdoor recreation areas shall be enclosed by a fence or wall not less than four feet in height.
B. Each adult daycare facility shall provide off-street parking spaces as required by the applicable zoning district.
C. No adult daycare facility shall be located within 1,000 feet of another adult daycare facility.
D. No adult daycare facility may be established and operated until a permit to do so has been obtained in accordance with the procedures set forth below.
    1. Permit application. Persons seeking to operate an adult daycare facility in the city must file a permit application with the planning department. Each application shall also be accompanied by the applicant's affidavit certifying the maximum number of adults that will be served simultaneously and that the proposed adult daycare facility will meet and be operated in compliance with all applicable state laws and regulations and with all ordinances and regulations of the city. The planning department may require clarification or additional information from the applicant that is deemed necessary by the city to determine whether the proposed service will meet applicable laws, ordinances and regulations.
    2. Notwithstanding the above provisions, if a proposed adult daycare facility is subject to the requirement that the applicant obtain a certificate of registration from the state department of human resources, and even though the application may have been approved under the provisions of this section, a permit for the operation of such facility shall not be issued until proof has been submitted by the applicant that the certificate of registration has first been obtained from the state."

According to state health facility records there are no other adult day care facilities within 1000 feet of the subject property.

PLANNING & ZONING STAFF REPORT

Public Participation

A community planning information meeting was held on November 30 at 6 PM when the proposed Special Land Use Permit was discussed. The meeting was hosted by the City on Zoom and broadcasted on YouTube. No objections to the SLUP were brought up.

STANDARDS OF REZONING REVIEW

Section 7.4.5 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case. Each element is listed with staff analysis.

A. Adequacy of the size of the site for the use contemplated and whether or not the adequate land area is available for the proposed use including the provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.

The city regulations regarding Adult Day Care do not place any minimum size guidelines on the site. By limiting the client size to less than 6, there should be adequate room, though some improvements to the back yard such as fencing will be required.

B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.

The proposed adult day care for less than six persons are compatible with other single-family residences. There will be no outside physical changes to the existing single-family structure or signage indicating the use.

C. Adequacy of public services, public facilities, and utilities to serve the proposed use.

The subject property is in an established single-family residential area; it appears that there are adequate public services, public facilities, and utilities to serve it.

D. Adequacy of the public street on which the use is proposed to be located and whether there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.

The subject property is sited on a local street; the staff believes there will be little or no impact on the public streets or traffic in the area.

E. Whether existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.

The traffic of the vehicles generated by the proposed use will not adversely impact existing land uses along access routes to the sites.

F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of a fire or another emergency.

The existing residential structure on the site is accessed by vehicles via an existing curb cut with a driveway and emergency vehicles can access the site from the existing driveway.

G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

The proposed use may not create an adverse impact upon any adjoining single-family land uses by reason of noise, smoke, odor, dust or vibration,

H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

Per the information submitted with the application, the applicant intends to run a personal care home during the daytime hours and states that it will not create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

I. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

The operation of adult day care does not affect the adjoining single-family residences. The site will operate basically as a single-family residence with the owner/operator residing on the property.

J. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

The proposed use is otherwise consistent with the requirement of the zoning district.

K. Whether the proposed use is consistent with the policies of the comprehensive plan.

The proposed use is consistent with the comprehensive plan housing policy P-3, which encourages the development of services to allow the aging population to age in place.

L. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

Transitional buffers are not required.

M. Whether there is adequate provision of refuse and service areas.

An adequate refuse area will be provided.

N. Whether the length of time for which the special land use permit is granted should be limited in duration.

Staff believes there is not a compelling reason to limit the special land use duration as the applicant appears to be the only adult day care within the vicinity.

O. Whether the size, scale, and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale, and massing of adjacent and nearby lots and buildings.

The adult day care would be in an existing residential structure which is consistent in size, scale, and massing with adjacent surrounding single-family residence in the area.

P. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

This use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permits.

The proposed appears to satisfy the requirements contained within the supplemental regulations Sec.4.2.5 for the special land use permits for adult day care, with the exception of backyard fencing. A condition on zoning is recommended to be added to address this.

R. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

Adjacent and surrounding residential properties are structures which are the same as the existing residence on the site. There will be no negative shadow impact on any adjoining lot.

S. Whether the proposed use would be consistent with the needs of the neighborhood or the community, be compatible with the neighborhood, and would not conflict with the overall objective of the comprehensive plan.

The proposed use would not conflict with the overall objective of the comprehensive plan, as the Stonecrest Comprehensive plan states the city will encourage the need for adequate care for the elderly.

PLANNING & ZONING STAFF REPORT

STAFF RECOMMENDATION

The applicant meets all the criteria for approval. Therefore, staff recommends **APPROVAL** of **SLUP-21-005** with the condition that the backyard be fenced in by at least a six foot high wood privacy fence to allow outdoor recreation opportunities for the clients.

Attachments:

1 – SLUP-21-005 Application

Chantelle Morrison

4460 Idlewood Park

Stonecrest, Ga 30038

Dear City of Stonecrest,

My name is Chantelle Denisha Morrison, owner of property 4460 Idlewood Park, Stonecrest, Ga 30038. I am Certified Medical Assistant with her associate degree in Science for Pre-Nursing. I love to care for the elderly. As a child my aunt had a stroke and I was the one who found her unconscious on the bathroom floor. It is important that our loved ones have the care that they need 24/7. Which is why I would like to transition my home into an Adult Day Care, so they have medical profession taking excellent care of them during the day. I will have available hours such as Monday to Friday from 6am to 5 pm. For any additional information my contact is 770-568-3020.

Best Regards,

Chantelle Morrison

Special Land Use Permit Application

Applicant Information

Name: Courageous Care Home LLC		
Address: 4460 Idlewood Park,	Stonecrest, GA 30038	
Phone: 770 568 3020	Fax:	Email morrisonchantelle54@gmail.com
Owner's Name: Chantelle Morrison		
Owner's Address: 4460 Idlewood Park, Stonecrest, GA 30038		
Phone: 770 568 3020	Fax:	Email

Owner Information

Property Address: 4460 Idlewood Park	Acreage:
Parcel ID:	
Current Zoning Classification:	
Proposed Use of Property: Adult Daycare Facility	

Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements? O Yes ☒ No

Property Information

Property Information: The property located at 4460 Idlewood Park, Stonecrest, GA 30038 is a residential home that will be transformed as an "Adult Daycare Facility".

Affiddavit

To the best of my knowledge, this variance application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance.

Applicant's Name: Chantelle Morrison	
Applicant's Signature:	Date: 09/14/21

Sworn to and subscribed before me this 14th Day of September 20 21

Notary

Notary Public: Jakeseya Goodall	
Signature:	
My Commission Expires: Jan. 2. 2024	

☐ Application Fee ☐ Sign Fee ☐ Legal Fee

Fee: $	Payment: ☐ Cash ☐ Check ☐ CC	Date:
☐ Approved ☐ Approved with Conditions ☐ Denied		Date:

08-03-2017

Property Owner(s)
Notarized Certification

The owner and petitioner acknowledge that this Land Use Petition application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner (If Applicable)

Signature: [signature] Date: 09/14/21

Address: 4460 Idlewood Pk City, State: Stonecrest, GA Zip: 30038

Phone: 770 568 3090

Sworn to and subscribed before me this 14th day of September, 20 21

Notary Public: [signature] Notary Public - State of Georgia DeKalb County My Comm. Expires Jan. 2, 2024 Exp Jan 2, 2024

Property Owner (If Applicable)

Signature: Date:

Address: City, State: Zip:

Phone:

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public:

Property Owner (If Applicable)

Signature: Date:

Address: City, State: Zip:

Phone:

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public:

Applicant/Petitioner
Notarized Certification

Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of- Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Applicant / Petitioner

Signature: [signature] Date: 09/14/21

Address: 4460 Idlewood Park City, State: Stonecrest, GA Zip: 30038

Phone: 770 568 3020

Sworn to and subscribed before me this 14th day of September, 2021

Notary Public: JALESEYA GOODALL Notary Public - State of Georgia DeKalb County My Comm. Expires Jan. 2, 2024 [signature] EXP Jan 2, 2024

Attorney / Agent

Signature: Date:

Address: City, State: Zip:

Phone:

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public:

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant / Owner

Signature: [signature]

Address: 4460 Idlewood Park, Stonecrest GA 30038

Date: 09/14/2021

If you answered yes above, please complete the following section:

Date	Government Official	Official Position	Description	Amount

2020065841 DEED BOOK 28264 Pg 621
Filed and Recorded: 4/23/2020 4:45:00 PM
Recording Fee: $25.00
Prepared By:
1938367481
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

Return recorded document to:
K.G. Hughes & Associates, LLC
1895 Phoenix Blvd., Suite 260
Atlanta, GA 30349
File# 20-0115

Parcel# 11 251 01 192

STATE OF GEORGIA

COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE MADE THIS 16TH DAY OF April 2020, BY AND BETWEEN

VIVIAN ANN JOHNSON

PARTY(IES) OF THE FIRST PART, HEREINAFTER CALLED GRANTOR, AND

DONALD LEE GATES

PARTY(IES) OF THE SECOND PART, HERINAFTER CALLED GRANTEE.(THE WORDS "GRANTOR" AND "GRANTEE" INCLUDE THEIR RESPECTIVE HEIRS, SUCCESSOR AND ASSIGNES WHERE THE CONTEXT REQUIRES OR PERMITS.)

WITNESSETH THAT: GRANTOR, FOR AND IN CONSIDERATION OF TEN DOLLARS ($10.00) AND OF THE GOOD AND VALUABLE CONSIDERATIONS IN HAND PAID AT AND BEFOR E THE SEALING AND DELIVERY OF THESE PRESENTS, THE RECEIPTS WHEREOF IS HEREBY ACKNOWLEDGED, BY THESE PRESENTS DOES HEREBY REMISE, CONVEY AND FOREVER **QUITCLAIM** UNTO SAID GRANTEE THE FOLLOWING DESCRIBED PROPERTY:

All that tract or parcel of land lying and being in Land Lot 251, 11th District of DeKalb County, Georgia, being shown as Lot 10, Block A, Idlewood Crossing, as per Plat recorded in Plat Book 121, Pages 20-21 and revised at Plat Book 121, Pages 104-109, DeKalb County, Georgia Records, which Plats are by reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD THE SAID DESCRIBED PREMISES TO GRANTEE, SO THAT NEITHER GRANTOR NOR ANY PERSON OR PERSONS CLAIMING UNDER GRANTOR SHALL AT ANY TIME, BY ANY MEANS OR WAYS, HAVE, CLAIM OR DEMAND ANY RIGHT TO TITLE TO SAID PREMISES OR APPURTENANCES, OR ANY RIGHTS THEREOF.

IN WITNESS WHEREOF, THE GRANTOR HAS SIGNED AND SEALED THIS DEED, THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed, sealed and delivered in the presence of:

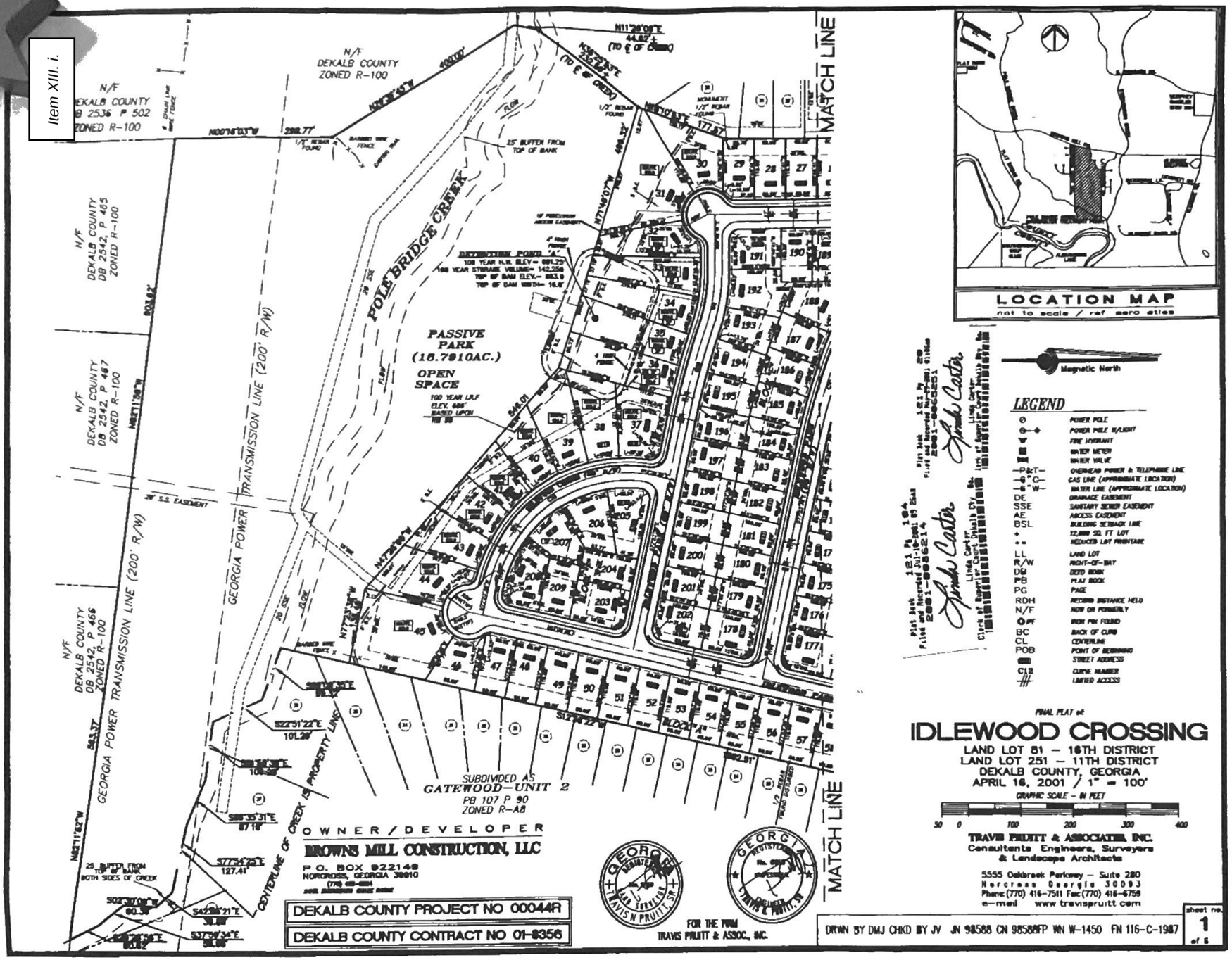
UNOFFICIAL WITNESS

VIVIAN ANN JOHNSON

NOTARY PUBLIC
MY COMMISSION EXPIRES

K G HUGHES NOTARY PUBLIC MY COMMISSION EXPIRES OCTOBER 08, 2020 HENRY COUNTY, GEORGIA

Deed 28264 621



Magnetic North

LEGEND

	POWER POLE
	POWER POLE W/LIGHT
	FIRE HYDRANT
	WATER METER
	WATER VALVE
—P&T—	OVERHEAD POWER & TELEPHONE LINE
—G"G—	GAS LINE (APPROXIMATE LOCATION)
—8"W—	WATER LINE (APPROXIMATE LOCATION)
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
AE	ACCESS EASEMENT
BSL	BUILDING SETBACK LINE
	12,000 SQ. FT. LOT
	REDUCED LOT FRONTAGE
LL	LAND LOT
R/W	RIGHT-OF-WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
RDH	RECORD DISTANCE HELD
N/F	NOW OR FORMERLY
IPF	IRON PIN FOUND
BC	BACK OF CURB
CL	CENTERLINE
POB	POINT OF BEGINNING
	STREET ADDRESS
C12	CURVE NUMBER
///	LIMITED ACCESS

FINAL PLAT of

IDLEWOOD CROSSING

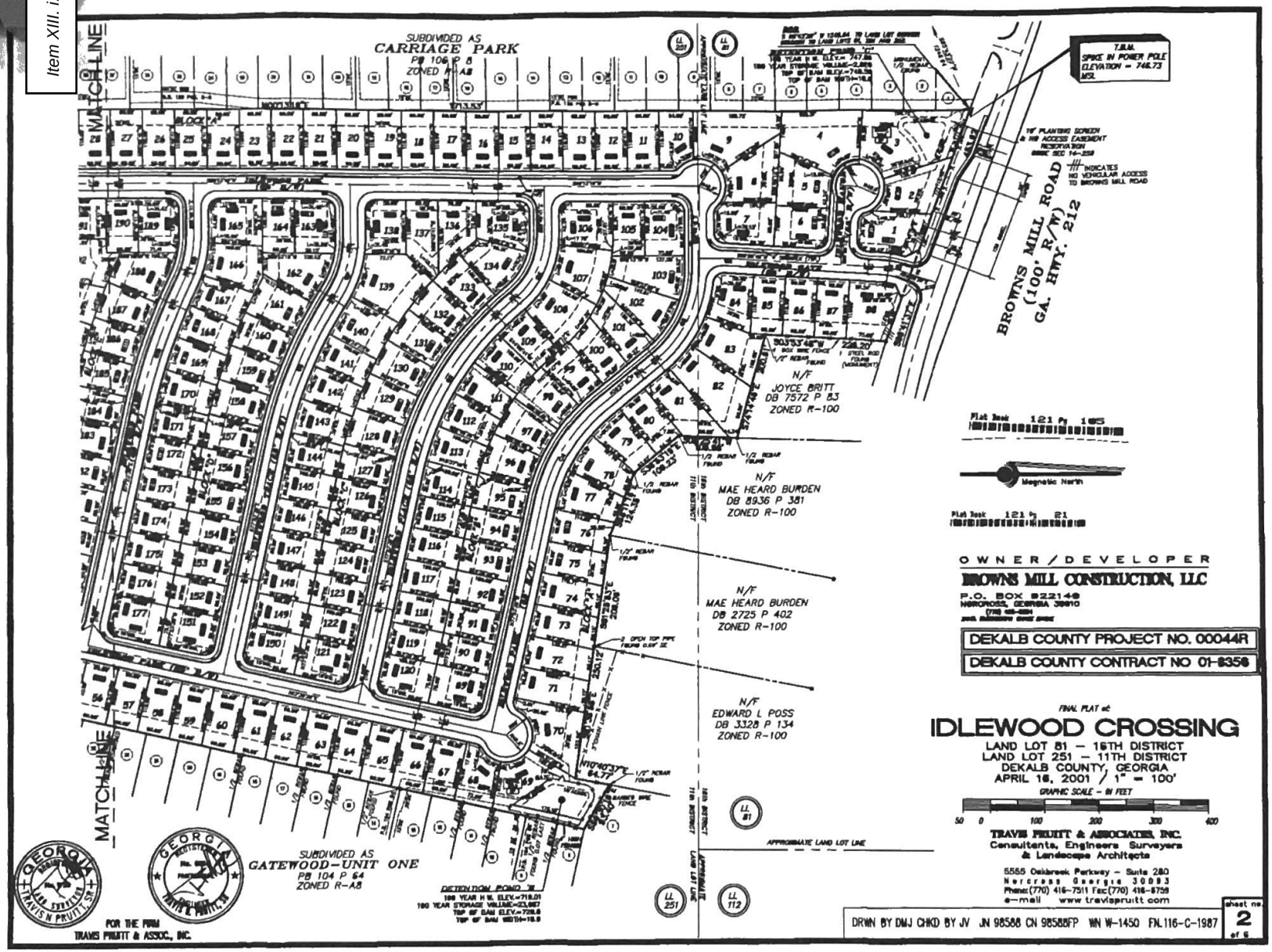
LAND LOT 81 – 18TH DISTRICT
LAND LOT 251 – 11TH DISTRICT
DEKALB COUNTY, GEORGIA
APRIL 16, 2001 / 1" = 100'

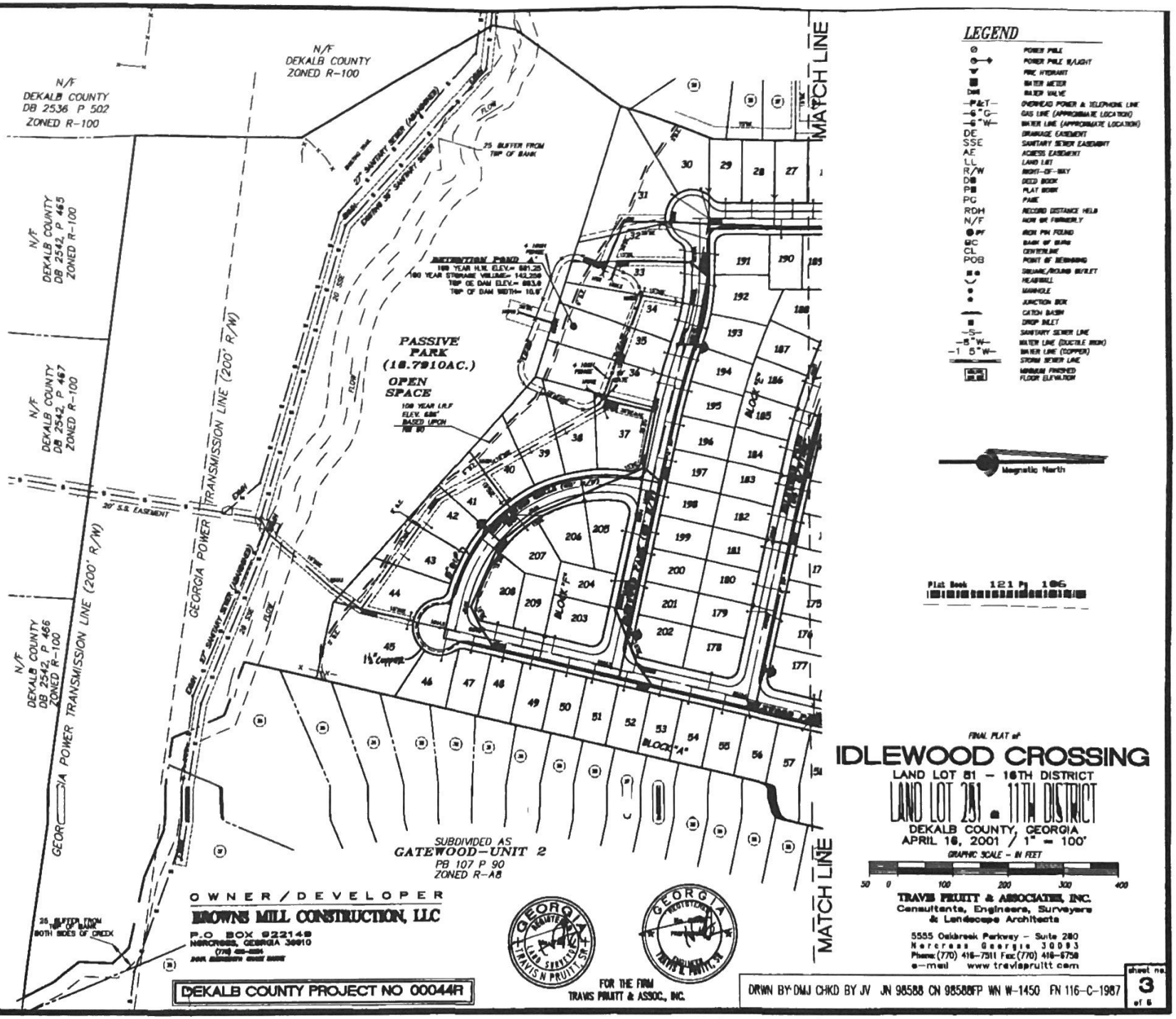
GRAPHIC SCALE – IN FEET
50 0 100 200 300 400

TRAVIS PRUITT & ASSOCIATES, INC.
Consultants Engineers, Surveyors & Landscape Architects
5555 Oakbrook Parkway – Suite 280
Norcross Georgia 30093
Phone:(770) 416-7511 Fax:(770) 416-6759
e-mail www.travispruitt.com

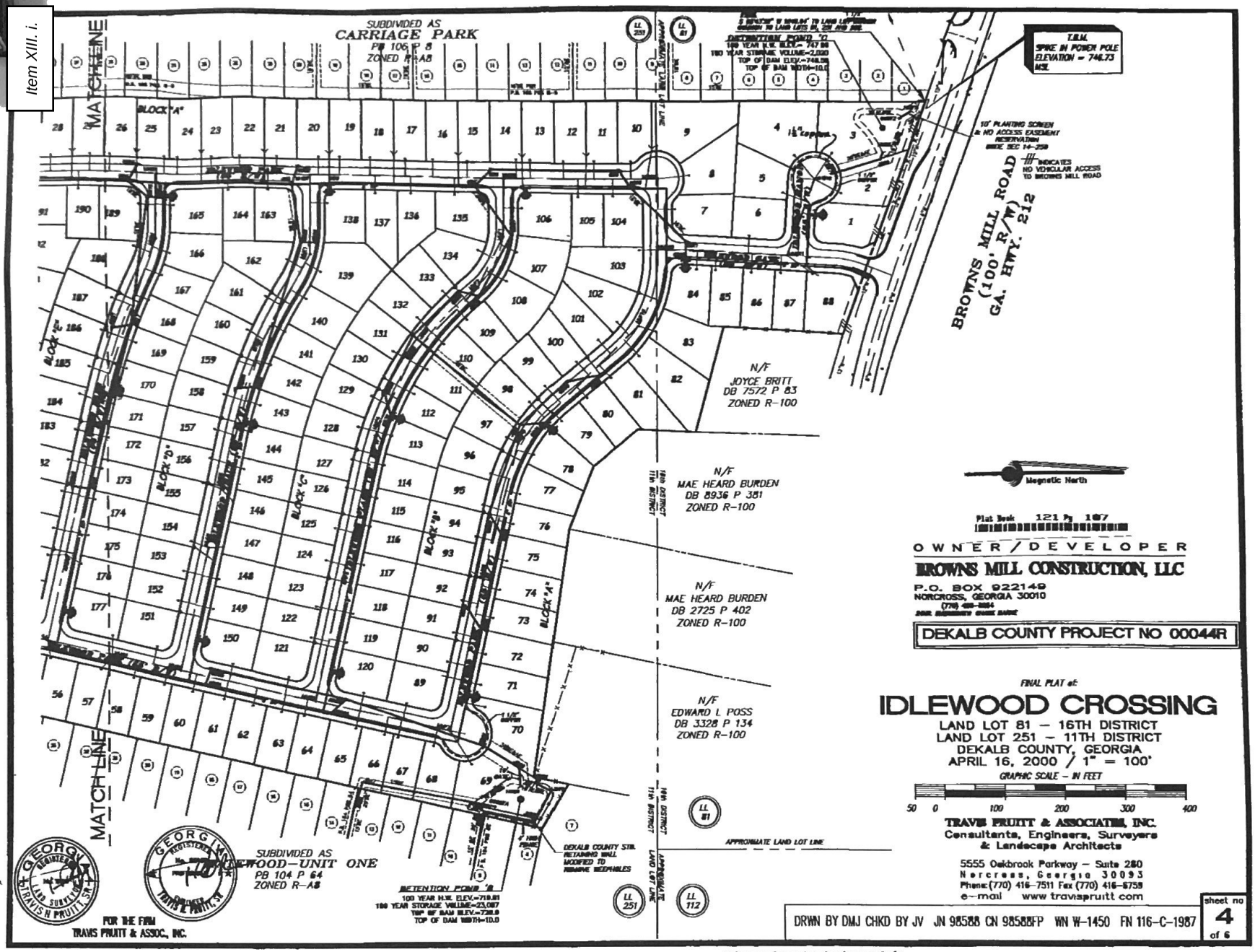
DRWN BY DMJ CHKD BY JV JN 98588 CN 98588FP WN W-1450 FN 116-C-1987

sheet no. 1 of 5

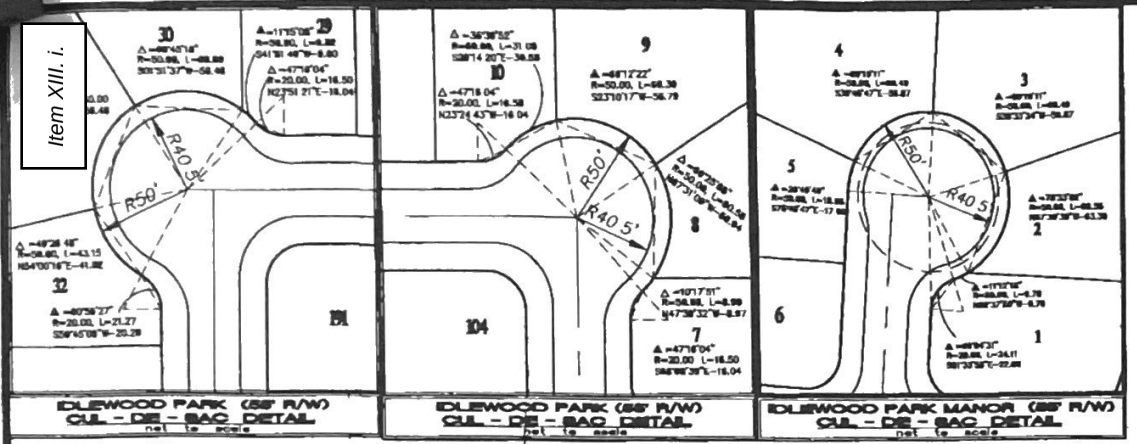

SUBDIVIDED AS
CARRIAGE PARK
PB 106 P 8
ZONED R-A8
MATCH LINE
MATCH LINE
BLOCK A
BROWNS MILL ROAD
(100' R/W)
GA. HWY. 212
T.B.M.
SPIKE IN POWER POLE
ELEVATION = 746.73
MSL
16' PLANTING SCREEN
& 16' ACCESS EASEMENT
RESERVATION
INDICATES
NO VEHICULAR ACCESS
TO BROWNS MILL ROAD
N/F
JOYCE BRITT
DB 7572 P 83
ZONED R-100
N/F
MAE HEARD BURDEN
DB 8936 P 381
ZONED R-100
N/F
MAE HEARD BURDEN
DB 2725 P 402
ZONED R-100
N/F
EDWARD L POSS
DB 3328 P 134
ZONED R-100
Plat Book 121 Pg 1865
Plat Book 121 Pg 21
Magnetic North
OWNER/DEVELOPER
BROWNS MILL CONSTRUCTION, LLC
P.O. BOX 922149
NORCROSS, GEORGIA 30010
DEKALB COUNTY PROJECT NO. 00044R
DEKALB COUNTY CONTRACT NO 01-8356
FINAL PLAT of
IDLEWOOD CROSSING
LAND LOT 81 – 16TH DISTRICT
LAND LOT 251 – 11TH DISTRICT
DEKALB COUNTY, GEORGIA
APRIL 16, 2001 / 1" = 100'
GRAPHIC SCALE – IN FEET
50 0 100 200 300 400
TRAVIS PRUITT & ASSOCIATES, INC.
Consultants, Engineers Surveyors
& Landscape Architects
5555 Oakbrook Parkway – Suite 280
Norcross, Georgia 30093
Phone:(770) 416-7511 Fax:(770) 416-8758
e-mail www.travispruitt.com
SUBDIVIDED AS
GATEWOOD–UNIT ONE
PB 104 P 64
ZONED R-A8
DETENTION POND "B"
100 YEAR H.W. ELEV.=719.01
100 YEAR STORAGE VOLUME=23,987
TOP OF DAM ELEV.=729.0
TOP OF DAM WIDTH=15.0
APPROXIMATE LAND LOT LINE
LL 81
LL 251
LL 112
GEORGIA
REGISTERED
TRAVIS N PRUITT, SR.
GEORGIA
REGISTERED
WAYNE E. PRUITT, JR.
FOR THE FIRM
TRAVIS PRUITT & ASSOC., INC.
DRWN BY DMJ CHKD BY JV JN 98588 CN 98588FP WN W-1450 FN116-C-1987
sheet no.
2
of 6



DEKALB COUNTY CONTRACT NO



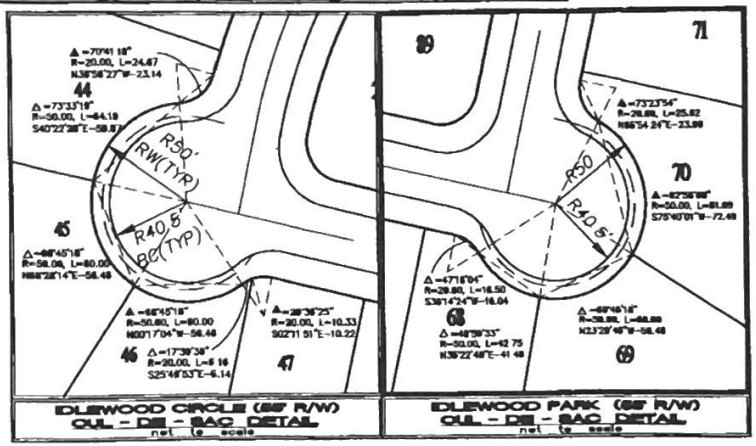
DEKALB COUNTY CONTRACT NO



IDLEWOOD PARK (55' R/W)
CUL - DE - SAC DETAIL
not to scale

IDLEWOOD PARK (55' R/W)
CUL - DE - SAC DETAIL
not to scale

IDLEWOOD PARK MANOR (55' R/W)
CUL - DE - SAC DETAIL
not to scale



IDLEWOOD CIRCLE (55' R/W)
CUL - DE - SAC DETAIL
not to scale

IDLEWOOD PARK (55' R/W)
CUL - DE - SAC DETAIL
not to scale

This map or plat has been calculated for closure and is found to be accurate within 1 foot in 462,857 feet.

This plat has been or previously was a transmitted resulting directly by 1 measured and an electronic distance measuring device resulting directly in 1 one thousandth of a foot

The field data upon which this map or plat is based has a closure precision of (1) foot in 12,539 feet and an angular error of 3 seconds per angle point, and was adjusted using compass rule

Information regarding the reported property data, boundary and location of easements and rights of utilities and other matters is given herein to the best knowledge of the undersigned and is believed to be correct. It should be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon have been determined and utilities and structures not shown may be encountered. The owner, his employees, his consultants and his contractors shall hereby indemnify and hold the engineer harmless responsible for the correctness or sufficiency of this information

FLOOD HAZARD NOTE

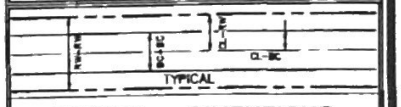
Portions of the property do lie within a 100 year flood hazard area as defined by the F.E.M.A. Flood Insurance Rate Map of DeKALB COUNTY GEORGIA, Community Panel Number 13089 0068 H, dated May 7 2001

I R F BENCHMARK

The set ELEV=771.66 Top of iron pin in centerline of dam at right side of spillway of Arabia Lake

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Travis Pruitt & Associates, Inc.

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STREET	DIMENSIONS
55 RIGHT OF WAY	27.5 CENTERLINE - ROW
27 BOC - BOC	13.5 CENTERLINE - BOC
30 CURB RADIUS	20 ROW RADIUS

LOT AREA CHART

LOT NO./BLOCK	SQUARE FEET	ACRES	LOT NO./BLOCK	SQUARE FEET	ACRES	LOT NO./BLOCK	SQUARE FEET	ACRES	LOT NO./BLOCK	SQUARE FEET	ACRES
1 A	78,81	9259	53 A	60,00	6600	105 B	60,00	6600	157 D	60,00	6138
2 A	66,67	5041	54 A	60,00	6600	106 B	62,67	94 18	158 D	61 41	6342
3 A	65,00	10023	55 A	60,00	6600	107 B	75,00	8966	159 D	61 41	6342
4 A	66,00	14560	56 A	60,00	6600	108 B	61 18	6818	160 D	61 41	6342
5 A	60,00	6839	57 A	60,00	6600	109 B	64,17	6274	161 D	71 74	7497
6 A	75,00	7414	58 A	60,00	6600	110 B	66,31	6963	162 D	66,53	6599
7 A	75,00	6600	59 A	60,00	6600	111 B	66,31	6263	163 D	70,00	7394
8 A	73,12	9411	60 A	60,00	6600	112 B	66,31	6263	164 D	66,00	6599
9 A	66,53	13281	61 A	60,00	6600	113 B	66,31	6263	165 D	62,46	6388
10 A	64,00	6599	62 A	60,00	6600	114 B	64,21	6278	166 D	66,44	7007
11 A	66,00	6600	63 A	60,00	6600	115 B	60,00	6600	167 D	61,74	6488
12 A	66,00	6600	64 A	60,00	6600	116 B	60,00	6600	168 D	63,04	6124
13 A	66,00	6600	65 A	60,00	6600	117 B	60,00	6600	169 D	63,04	6124
14 A	66,00	6600	66 A	60,00	6600	118 B	60,00	6600	170 D	63,04	6124
15 A	66,00	6600	67 A	60,00	6600	119 B	60,00	6600	171 D	61,26	6948
16 A	66,00	6600	68 A	71,27	7148	120 B	75,00	7414	172 D	66,00	6600
17 A	66,00	6600	69 A	96,76	10000	121 C	75,00	7414	173 D	66,00	6600
18 A	66,00	6600	70 A	116,00	10000	122 C	60,00	6600	174 D	66,00	6600
19 A	60,00	6600	71 A	66,00	7914	123 C	60,00	6600	175 D	66,00	6600
20 A	60,00	6600	72 A	60,00	7648	124 C	60,00	6600	176 D	66,00	6600
21 A	66,00	6600	73 A	60,00	7386	125 C	66,00	6600	177 D	75,00	7414
22 A	66,00	6600	74 A	66,00	7139	126 C	66,00	6600	178 E	75,00	7414
23 A	66,00	6600	75 A	60,00	6576	127 C	60,79	6197	179 E	60,00	6600
24 A	66,00	6600	76 A	60,00	6604	128 C	62,62	6462	180 E	60,00	6600
25 A	66,00	6600	77 A	72,27	7395	129 C	62,62	6462	181 E	66,00	6600
26 A	66,00	6600	78 A	73,66	7256	130 C	62,62	6462	182 E	66,00	6600
27 A	66,00	6600	79 A	66,71	6875	131 C	62,62	6462	183 E	66,00	6600
28 A	66,00	6600	80 A	66,00	6614	132 C	62,62	6462	184 E	66,43	6107
29 A	66,00	6396	81 A	66,74	6601	133 C	62,62	6462	185 E	61 00	6288
30 A	72,77	11169	82 A	65,11	10007	134 C	66,00	7336	186 E	61,00	6288
31 A	56,76	22381	83 A	65,11	8787	135 C	66,00	8853	187 E	64,75	6944
32 A	66,00	18249	84 A	75,49	7881	136 C	76,00	7226	188 E	92,39	8992
33 A	66,46	11519	85 A	66,00	6600	137 C	66,00	7642	189 E	75,00	7372
34 A	66,79	11871	86 A	60,00	6600	138 C	75,00	7437	190 E	60,00	6600
35 A	66,00	14134	87 A	60,00	6600	139 C	94,43	13894	191 E	75,00	7414
36 A	66,67	14292	88 A	66,66	9675	140 C	60,00	6600	192 E	73,17	8878
37 A	61,78	11388	89 A	75,00	7414	141 C	64,11	6119	193 E	62,84	6788
38 A	64,29	11882	90 A	66,00	6600	142 C	64,11	6119	194 E	62,42	6888
39 A	64,25	12247	91 A	66,00	6600	143 C	64,11	6119	195 E	62,42	6888
40 A	64,00	9169	92 A	66,00	6600	144 C	61,62	6600	196 E	60,96	6838
41 A	64,00	7021	93 A	66,00	6600	145 C	66,00	6600	197 E	66,00	6600
42 A	64,25	7075	94 A	66,00	6600	146 C	66,00	6600	198 E	66,00	6600
43 A	64,39	9928	95 A	61,33	6319	147 C	66,00	6600	199 E	66,00	6600
44 A	66,78	12972	96 A	63,53	6845	148 C	66,00	6600	200 E	66,00	6600
45 A	71,44	22383	97 A	63,42	6845	149 C	66,00	6600	201 E	66,00	6600
46 A	66,00	6600	98 A	63,53	6845	150 C	75,00	7414	202 E	75,00	7414
47 A	66,00	6600	99 A	62,16	6605	151 D	75,00	7414	203 E	75,00	7789
48 A	66,00	6600	100 B	66,00	6373	152 D	66,00	6600	204 E	66,00	6308
49 A	66,00	6600	101 B	64,67	7427	153 D	66,00	6600	205 E	78,74	8016
50 A	66,00	6600	102 B	75,00	8088	154 D	66,00	6600	206 E	66,96	7637
51 A	66,00	6600	103 B	77,17	8612	155 D	66,00	6600	207 E	62,96	6813
52 A	66,00	6600	104 B	75,00	7414	156 D	66,00	6600	208 E	66,00	7853
									209 E	66,00	6599

AREA SUMMARY

AREA IN LOTS = 1,562 491 Sq. Ft or 35.8698 Acres
AREA IN R/W = 471 421 Sq Ft or 10.8223 Acres
OPEN SPACE = 818,540 Sq Ft or 18.7910 Acres

TOTAL AREA = 2,852,452 Sq Ft or 65.4833 Acres
DENSITY: 3.19 LOTS PER ACRE

Magnetic North

Plat Book 121 Pg 100

FLOOD PLAIN CHART	
LOT #	LOT AREA OUT OF FP
30	8,391 Sq. Ft.
31	76,38 Sq. Ft.
32	8,337 Sq. Ft.
33	10297 Sq. Ft.
34	10888 Sq. Ft.
35	13974 Sq. Ft.
36	13881 Sq. Ft.
38	22619 Sq. Ft.
39	18735 Sq. Ft.
40	7988 Sq. Ft.
41	7128 Sq. Ft.
42	7879 Sq. Ft.
43	8727 Sq. Ft.
44	10527 Sq. Ft.
45	21,333 Sq. Ft.

CENTERLINE CURVE DATA

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD
C1	16°24'34"	150.00	21.83	42.96	S12°08'08"W - 42.81
C2	03°40'28"	300.00	9.62	19.24	S02°03'34"W - 19.24
C3	56°53'22"	222.50	105.89	197.92	N64°20'00"W - 191.19
C4	38°30'19"	327.50	114.39	220.09	S58°08'29"E - 215.98
C5	50°53'29"	150.00	71.35	133.19	N64°20'26"W - 128.86
C8	38°28'27"	582.50	203.37	391.32	S58°08'50"E - 384.00
C7	32°47'12"	200.00	58.84	114.45	N73°23'05"W - 112.89
C8	20°24'09"	837.50	150.71	298.23	S87°11'34"E - 296.65
C9	25°56'48"	200.60	46.08	90.57	N76°48'17"W - 89.80
C10	13°33'48"	1082.50	128.81	256.61	S70°36'48"E - 256.00
C11	19°34.53"	300.00	51.77	102.53	N78°56'15"W - 102.03
C12	97°11'50"	1347.50	84.75	188.27	S73°47'43"E - 169.16
C13	90°00'00"	270.00	270.00	424.12	S33°23'36"E - 381.84

FINAL PLAT of

IDLEWOOD CROSSING

LAND LOT 81 - 16TH DISTRICT
LAND LOT 251 - 11TH DISTRICT
DEKALB COUNTY, GEORGIA
APRIL 16, 2001

TRAVIS PRUITT & ASSOCIATES, INC.
Consultants Engineers, Surveyors
& Landscape Architects
5555 Oakbrook Parkway - Suite 280
Norcross Georgia 30093
Phone:(770) 416-7511 Fax:(770) 416-6758
e-mail www.travispruitt.com

OWNER/DEVELOPER
BROWNS MILL CONSTRUCTION, LLC
P.O. BOX 922149
NORCROSS, GEORGIA 30010
(770) 409-0004

DEKALB COUNTY PROJECT NO 00044R

FOR THE FIRM
TRAVIS PRUITT & ASSOC., INC.

DRWN BY DMJ CHKD BY JV JN 98/588 CN 98588FP WN W-1450 FN 116-C-1987

sheet no. 5 of 5

DEKALB COUNTY CONTRACT NO

IDLEWOOD CROSSING

BROWNS MILL CONSTRUCTION, LLC (OWNER)

Director, Public Works
DeKalb County, Georgia

Director, Public Works
DeKalb County, Georgia

Associate Director of Public Works
Water and Sewer

ENGINEERS' AND OWNERS' ACKNOWLEDGEMENTS

Travis N. Pruitt, Georgia Registered Professional Land Surveyors — Reg. C.E. No. 6810
For the Firm of Travis Pruitt & Associates, INC.

I, BROWNS MILL CONSTRUCTION, LLC
owner of the land shown on this plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey all streets and rights-of-way, water mains and sewer lines shown hereon in fee simple to DeKalb County, and further dedicate to the use of the public forever all alleys, parks, watercourses, drains, easements and public places shown hereon for the purposes and considerations therein expressed. In consideration of the approval of this development plan and other valuable considerations, the owner further releases and holds harmless DeKalb County from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon. On account of the roads, fills, embankments, ditches, cross drains, culverts, water mains, sewer lines and bridges within the proposed rights-of-way and easements shown hereon, and assignment of hereinafter the collection and discharge of surface water or the changing thereof.

The owner warrants that he owns the simple title to the property shown hereon and that DeKalb County shall not be liable to him, his heirs, successors or assigns for any damages resulting from the construction or maintenance of cross drain culverts, culverts, outlets or sidewalks, the changing of courses or flooding from natural creeks and rivers, surface waters and any other drainage. The owner further warrant that I have the right to sell and convey the land shown hereon and do hereby bind myself and owners subsequent in title to defend same.

All residential lots on this plat are included in a special taxing district for the maintenance of storm water retention facilities required because of this development.

IN WITNESS WHEREOF I have hereunto set my hand this ____ day of ____, 2001

WITNESS — BROWNS MILL CONSTRUCTION, LLC — OWNER (CORPORATE SEAL)
NOTARY PUBLIC — BY: President CHASE BANK

This plat has been submitted to and accepted by the Chief Executive Officer of DeKalb County, Georgia and has been approved as required by state law and county codes and regulations with conditions presented for recording in the superior court of this county.

Dated this 24 day of MAY, 2001

By Director: Vernon Jones, Chief Executive Officer, DeKalb County, Georgia (SEAL)

DEKALB COUNTY CONTRACT #____

ZONING CONDITIONS: RA-5 (CZ-99059)

1. THE SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH THE SITE PLAN DATED JANUARY 5, 1999, WHICH HAS BEEN PREVIOUSLY SUBMITTED TO THE PLANNING DEPARTMENT
2. THE SUBDIVISION WILL CONTAIN NO MORE THAN FOUR LOTS PER ACRE.
3. THE APPROXIMATE TWENTY ACRES SHOWN ON THE PLAT AS A PARK WILL BE MAINTAINED AS A PASSIVE PARK FOR USE BY RESIDENTS OF THE SUBDIVISION
4. MINIMUM HOUSE SIZE WILL BE 1800 SQUARE FEET
5. ALL FRONT YARDS WILL BE SODDED.
6. THE FRONT FACADES OF ALL HOUSES WILL BE BRICK OR STUCCO.
7. ALL HOUSES WILL HAVE DOUBLE GARAGES.
8. SIDEWALKS WILL BE CONSTRUCTED ON ONE SIDE OF ALL INTERIOR STREETS OF THE SUBDIVISION.
9. UNDERGROUND UTILITIES WILL BE PROVIDED THROUGHOUT THE SUBDIVISION.
10. THE FLOOD PLAIN AREA WILL REMAIN UNDISTURBED EXCEPT FOR UTILITY OR DETENTION FACILITIES.
11. THERE WILL BE PUBLIC STREETS THROUGHOUT THE SUBDIVISION
12. THE DEVELOPER SHALL ESTABLISH A MANDATORY HOMEOWNERS' ASSOCIATION TO OWN AND MAINTAIN A COMMUNITY RECREATION AREA AND ENTRANCE MONUMENT SIGN.
13. THE DEKALB COUNTY TREE ORDINANCE SHALL BE OBSERVED.

General Notes

1. For homes located below the street a sewer relief valve is required on clean-out outside each building and below the lowest floor elevation A backflow check valve is required between clean-out and the structure
2. A 10 ft landscape buffer exist on all double frontage lots External lots shall have the buffer on the external street frontage For internal lots the 10 ft buffer shall be on the street(s) which is/are not the primary access street(s) or the street adjacent to the rear of the house
3. A Foundation Location Certificate must be submitted to DeKalb County prior to footing inspection for the following lots 2 3 30-45 88-70 97 98 110 111 135 163 All easements buffers and flood limits on these lots must be clearly identified on site at the time of footing inspection
4. Vehicular access is prohibited from individual lots 1 2 3 & 88 to Browns Mill Road (GA HWY 212) (limited access symbol ##)
5. All pipe dimensions are shown to center of structure
6. Portions of this project do lie within a 100 year flood hazard zone as depicted by F E M A Flood Insurance Rate Map of DeKalb County Ga Community Panel No 13089C 0169 H revised 05/07/01
7. Zoning RA-5 (CZ-99059)
8. Total Number of Lots 209 Lot Density 3 18 lots per acre
9. Total Area 65 4833 Acres
10. Minimum Lot Requirements Zoning RA-5 Conditional
    a Minimum Lot Size 5 000 sf
    b Front Yard Setback 5 Front of Garage must be 20 from back edge of walk
    c Side Yard Setback 10 between buildings 15 Along street
    d Rear Yard Setback 30
    e Minimum Lot Width 60 75 for corner lots 2 minimum setback from side p l
    f Heated Floor Area 1 800 sf no airconditioning units in side yard
    g Maximum Building Height 35
    h Parking 4 Spaces/Lot
    i Maximum Lot Coverage 50%
11. Public water service by DeKalb County
12. Public sewer service by DeKalb County
13. Boundary information taken from a Boundary Survey for Browns Mill Construction L L C by Travis Pruitt & Associates INC dated January 5 1999
14. All streets shown on this plat are paved public streets
15. Sidewalks shall be constructed on one side of all interior streets
16. The Owner will be responsible for obtaining all wetland permits required from the Army Corps of Engineers
17. Project Benchmark Spike in power pole on Brownsmill Road at Lot 3 Elev = 746 73 (NGVD) SEE SHEET 6 FOR TBM BENCHMARK
18. The Owner will be responsible for any repair or replacement of any improvements within the sanitary sewer/water/drainage easement(s) due to maintenance of sewer/water/storm drain by DeKalb County
19. No parking storage or other construction site activities are to occur within tree protection areas
20. All required vegetation must be maintained for two years after the date of final inspection
21. The Water and Sewer Department will require that a backflow preventer device be installed (if not currently existing) on each domestic or fire service and any other type water service connection
22. No onsite bury pits exist to the knowledge of this surveyor
23. Electric service to be underground
24. A 10 ft drainage easement exists between all lots and along the perimeter boundary lines of the subdivision except where shown otherwise
25. Subsequent builders and developers of individual lots shall make provisions to conduct lot generated surface waters to the drainage facilities provided by the developer without unauthorized discharge onto adjacent properties
26. Easements for storm drains and sanitary sewer lines shall be centered on the pipes
27. An As-Built Elevation Certificate is required prior to framing on the following lots 3 30-45 89
28. Waters of the United States including the lakes and adjacent wetlands shown on this plat are under the jurisdiction of the Army Corps of Engineers Lot owners are subject to penalty by law for disturbance to these wetland areas without proper authorization
29. Individual residential builders In a subdivision where a Notice of Intent (NOI) is required to comply with Federal National Pollutant Discharge Elimination System (NPDES) regulations must also file a Notice of Termination (NOT) with the Georgia Dept of Natural Resources Environmental Protection Division (EPD) A Storm Water Pollution Prevention Plan must be developed and implemented
30. No provisions have been made for street lighting
31. Site plan is required for the following lots 3 32-36 88 207
32. No work in right-of-way including paved surfaces permitted without written authorization from the DeKalb County Department of Public Works
    Compaction Certification not required on any lots
    The Owner/Developer is responsible for providing long side and short side water service lines extended past or outside the sidewalk
    All building located adjacent to the Intermediate Regional Floodplain shall be constructed so that all portions of the structure including the basement floor or crawl areas shall be not less than three feet above the Intermediate Regional Flood elevations
36. An easement shall exist which includes the Floodplain plus five feet

STORM SEWER CHART

Structure No.	PIPE LENGTH	PIPE SIZE/TYPE	TOP	INVERTS IN	INVERTS OUT
H91	162.76'	72" CMP	860.73	853.83	--
J82	84.66'	72" CMP	863.33	855.83	854.83
C83	84.66'	72" CMP	864.22	856.13	855.92
C84	285.24'	60" RCP	868.74	859.74	858.59
J85	268.19'	48" RCP	710.58	701.25	701.25
C86	84.67'	48" RCP	708.82	703.82	703.82
C87	44.12	24" CMP	716.11	712.46	710.21
C88	238.22'	18" CMP	717.45	713.69	713.39
B89	36.44	18" CMP	731.27	728.57	728.57
B918	146.64'	18" CMP	732.37	727.62	727.62
C911	36.66'	18" CMP	744.28	739.71	739.71
C912			744.37	--	740.41
B94	38.27'	18" CMP	888.74	882.99	888.51
B915			886.12	--	883.82
B84	44.42'	30" CMP	888.74	881.92	888.51
B916	238.82	24" CMP	888.63	886.45	886.93
C917	368.78	18" CMP	712.19	708.29	707.84
B918	31.48	18" CMP	724.59	722.46	722.46
B919			725.39	--	723.36
J86	36.66'	18" CMP	718.58	783.68	781.25
B922			787.94	--	784.54
J85	168.22'	24" RMP	718.58	783.68	781.25
B923	279.85	18" CMP	711.88	707.98	707.58
C924	33.79'	18" CMP	723.51	720.21	720.10
B925			724.36	--	720.83
B87	114.19'	48" CMP	718.11	716.21	716.21
C827	127.54	48" RCP	728.47	713.57	713.17
C828	40.30	48" RCP	721.46	715.11	715.11
B838	118.23'	42" RCP	721.99	715.99	715.99
J836	256.60'	42" RCP	725.23	716.48	716.33
J831	173.84	42" RCP	737.11	717.61	717.71
B838	199.16'	24" RCP	728.30	718.59	718.39
C833	48.06'	18" RMP	724.72	719.88	719.88
C834			724.86	--	720.62
HW13	33.76'	24" RMP	887.25	883.71	--
C814	133.79	24" CMP	888.56	884.46	884.46
B814A	38.82	24" RMP	888.56	888.56	888.56
C814B	122.66'	24" CMP	888.48	888.76	888.88
J814C	38.48	18" CMP	897.52	883.12	883.12
J8140			888.78	--	883.78
C816	38.65	18" RMP	888.83	888.83	888.83
H838			888.14	--	888.74
B817	38.29'	18" RMP	712.19	708.19	888.83
H881			712.78	--	709.69
C823	38.73'	24" CMP	711.99	707.80	707.58
C828			711.72	--	708.36
J838	118.19'	24" RMP	725.33	717.83	716.33
C838	47.87'	18" RMP	725.64	729.72	721.34
B837			726.62	--	722.72

STORM SEWER CHART

Structure No.	PIPE LENGTH	PIPE SIZE/TYPE	TOP	INVERTS IN	INVERTS OUT
J831	48.78'	18" RMP	737.11	730.11	717.71
C831A			736.89	--	731.36
J831	116.01	18" CMP	737.11	728.86	717.71
B838	85.36	18" RMP	737.37	733.47	733.47
B839			738.72	--	734.62
C832	43.89	18" CMP	728.39	723.79	718.59
H838			728.31	--	724.87
HW48	84.16'	72" CMP	883.64	876.64	--
0C54			883.77	882.76	877.11
HW42	48.38'	54" CMP	888.89	883.63	--
J843	93.71	54" CMP	702.88	884.38	884.38
J844	188.53'	54" RMP	791.41	888.41	888.41
J845	214.16	36" RMP	782.61	888.37	888.37
J846	83.88'	36" RMP	897.75	888.78	888.78
C847	128.71	15" RMP	893.71	888.88	888.81
J848	42.66'	15" CMP	888.49	883.38	883.18
B849	43.26	15" CMP	788.79	888.83	888.79
C848			782.58	--	888.88
J846			782.61	888.65	888.37
B854	88.43'	18" CMP	783.85	888.45	888.35
B855	178.66'	18" CMP	714.81	713.71	713.81
B856	188.75	15" CMP	725.82	720.92	720.92
B857	47.66'	18" CMP	726.27	--	724.21
J845	38.34	15" RMP	782.61	888.81	888.37
C853			782.65	--	887.81
B847	29.80'	24" RMP	883.71	888.61	888.61
C848			883.79	--	888.88
HW39	33.88	48" RMP	718.83	712.88	--
J849	77.62'	42" RMP	724.91	714.81	714.81
B881	278.16'	36" RMP	720.34	718.12	714.78
C862	255.08	24" CMP	722.45	718.65	717.35
C863	38.89'	18" CMP	738.86	725.76	725.36
B864			738.38	--	738.38
B862	38.88'	18" CMP	722.46	718.59	717.38
C865			722.17	--	718.17
B845	45.24'	18" RMP	788.86	701.88	784.88
J867	258.87'	18" CMP	712.58	788.67	784.37
0C587A			729.58	--	711.88
H888	13.87'	18" RMP	749.49	746.63	--
J868	87.21	18" RMP	752.82	747.82	747.82
B878			751.88	--	747.88
HW71	28.16'	18" RMP	748.12	746.52	--
0C572			748.16	--	745.83
C873	23.88'	24" RMP	713.39	710.36	718.39
J874	98.83'	24" CMP	718.23	718.73	718.73
J875	82.82'	24" RMP	718.71	713.81	713.81
J876	29.11	24" RMP	729.48	713.84	713.84
J877	4.11	24" CMP	729.43	714.37	714.37
HW78			717.82	714.84	--

THIS PLAT REPRESENTS A PORTION OF THE PLAT RECORDED IN PLAT BOOK 121 PAGE 89-95

REVISION 1 DATED 6 26 01

THIS REVISED PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CHIEF EXECUTIVE OFFICER OF DEKALB COUNTY GEORGIA AND IS HEREBY APPROVED SUBJECT TO ANY PROTECTIVE COVENANTS RECORDED

DATED THIS 2 DAY OF JULY 2001

BY DIRECTOR — CHIEF EXECUTIVE OFFICER — DEKALB COUNTY GEORGIA

CERTIFICATION OF APPROVAL OF REVISED SUBDIVISION PLAT

THIS PLAT IS CONSIDERED AS BEING IN GOOD FAITH APPROVAL OF THE CHIEF EXECUTIVE OFFICER OF DEKALB COUNTY GA. SAID RELATIONSHIP IS BEING SUBJECT TO PERFORMANCE AND QUALIFICATIONS CONTAINED HEREIN

THIS 29 DAY OF June 2001

CHAIRMAN OF PUBLIC WORKS

Plat Book 121 Pg 189

Linda Carter, DeKalb City Ga

FINAL PLAT for

IDLEWOOD CROSSING

LAND LOT 81 16TH DISTRICT
LAND LOT 2[illegible] — 11TH DISTRICT
DEKALB COUNTY, GEORGIA
APRIL 16, 2001

TRAVIS PRUITT & ASSOCIATES, INC.
Consultants, Engineers Surveyors
& Landscape Architects
5555 Oakbrook Parkway – Suite 280
Norcross Georgia 30093
Phone:(770) 416-7511 Fax:(770) 416-6759
e-mail www.travispruitt.com

sheet no. 6 of 6

OWNER/DEVELOPER

BROWNS MILL CONSTRUCTION, LLC

P O BOX 922149
NORCROSS, GEORGIA 30010
(770) 449-8884

DEKALB COUNTY CONTRACT NO 01-8356

DEKALB COUNTY PROJECT NO 00044R

FOR THE FIRM
TRAVIS PRUITT & ASSOC., INC.

DRWN BY DMJ CHKD BY JV JN 98588 CN 98588FP WN W-1450 FN 116-C-1987

DEKALB COUNTY
BOARD OF COMMISSIONERS

ZONING - AGENDA/MINUTES

ITEM NO. 7

Item XIII. i.

MEETING DATE: March 28, 2000

PREL.	___
ACTION	___
PUB. HRG.	X

RESOLUTION	___
ORDINANCE	X
PROCLAMATION	___

SUBJECT: Remanded Rezoning Application by the Superior Court – Browns Mill Development Co.
COMMISSION DISTRICTS: 5 & 7

DEPARTMENT: Planning	PUBLIC HEARING: X YES ___ NO
ATTACHMENT: X YES ___ NO 5 PP	INFORMATION CONTACT: Ray White/Bob Maxey PHONE NUMBER: (404) 371-2155

Deferred from the 3/14/00 BOC public hearing for decision only.

PURPOSE:

CZ-99059 – To reconsider the application of Browns Mill Development Co. to rezone property located on the south side of Browns Mill Road, 4500 feet southwest of Klondike Road, from R-100 to R-A8 (conditional). The property has frontage of 454 feet on Browns Mill Road and contains 65.5 acres. On September 14, 1999, after holding a public hearing the Board of Commissioners voted to rezone the subject property to R-85 conditional. The Superior Court of DeKalb County found that the zoning map amendment for the property to R-85 attempts to permit a use not in accordance with the underlying land use category applicable to the subject property contrary to the requirements of the Zoning Ordinance. As such, the Superior Court has remanded both the land use and zoning map amendment applications for rehearing. On March 14, 2000, the Board of Commissioners approved a land use plan change from POS and LDR to LMR.

SUBJECT PROPERTY:

11-251-1-2, 5 & pt.4

RECOMMENDATION(S):

PLANNING DEPARTMENT: As the Board desires. If this property is to be redeveloped, a more intensive single family residential zoning district may well be called for. This property is surrounded by the R-A8 zoning classification, although that category was placed on the adjacent properties more than 25 years ago.

4

FOR USE BY COMMISSION OFFICE/CLERK ONLY

ACTION:
MOTION was made by Commissioner Brown, seconded by Commissioner Boyer, and passed 7-0-0-0, to approve R-A5 on the Browns Mill Development Company with the following conditions: underground utilities, front façade to be of brick or stone, sodded front yards, mandatory homeowners association to maintain entrance and recreation area, sidewalks on one side of the street, two car garages, monument entrance, a minimum of 1,600', not more than 4 houses per acre and approved conditioned upon the site plan.

ADOPTED: MAR 2 8 2000 (DATE)

PRESIDING OFFICER
DEKALB COUNTY BOARD OF COMMISSIONERS

CERTIFIED: MAR 2 8 2000 (DATE)

CLERK,
DEKALB COUNTY BOARD
OF COMMISSIONERS

FOR USE BY CHIEF EXECUTIVE OFFICER ONLY

APPROVED: MAY 0 4 2000

CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETOED: _____

CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES:

Attachment

	FOR	AGAINST	ABSTAIN	ABSENT
DISTRICT 1 - ELAINE BOYER	✓			
DISTRICT 2 - GALE WALLDORFF	✓			
DISTRICT 3 - JACQUELINE SCOTT	✓			
DISTRICT 4 - KEN DAVIS	✓			
DISTRICT 5 - WILLIAM C. BROWN	✓			
DISTRICT 6 - JUDY YATES	✓			
DISTRICT 7 - PORTER SANFORD, III	✓			

CZ-99059

AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING MAP

AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING ORDINANCE MAP IN ORDER TO REZONE PROPERTY LOCATED ON THE SOUTH SIDE OF BROWNS MILL ROAD, 4500 FEET SOUTHWEST OF ITS INTERSECTION WITH FLAT BRIDGE ROAD, FROM R-100 (SINGLE FAMILY RESIDENTIAL) CLASSIFICATION TO ~~R-A8~~ R-A5 CONDITIONAL (SINGLE FAMILY RESIDENTIAL – CONDITIONAL) CLASSIFICATION, AND FOR OTHER PURPOSES.

APPLICANT: Browns Mill Development Company
OWNER:
COMMISSION DISTRICTS: 5 & 7

WHEREAS, the Browns Mill Development Company has filed an application to amend the DeKalb County Zoning Ordinance to rezone property located on the south side of Browns Mill Road, 4500 feet southwest of its intersection with Flat Bridge Road, and more particularly described as follows:

All that tract or parcel of land lying and being in **District 11, Land Lot 251, Block 1, Parcel 1, part of Parcel 4, and Parcel 5** of DeKalb County, Georgia, containing 65.5 acres, and

WHEREAS, it appears to the Board of Commissioners that the application meets all of the criteria set forth in the DeKalb County Code, Chapter 27, Article IV, Division 1, Section 27-832 and Section 27-833 for amending the DeKalb County Zoning Ordinance for the subject property from the R-100 (Single Family Residential) classification to ~~R-A8~~ R-A5 Conditional (Single Family Residential - Conditional) classification.

THE BOARD OF COMMISSIONERS OF DEKALB COUNTY, GEORGIA, HEREBY ORDAINS:

Part 1: Pursuant to the authority of the DeKalb County Board of Commissioners to exercise powers of zoning, as set forth in Section 27-4 of the DeKalb County Zoning Ordinance, an amendment to rezone property on the south side of Browns Mill Road, 4500 feet southwest of its intersection with Flat Bridge Road is hereby approved per the site plan.

Part 2: That if this amendment is approved conditionally under the provisions of Section 27-833 and Section 27-841 of the DeKalb County Zoning Ordinance, as identified by the use of the term "Conditional" after the district designation in Section 1 above, the development and use of the above-described property shall be permitted only in compliance with the conditions and/or site plan as attached to this ordinance (Attachment A).

Part 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Part 4. This ordinance hereby approved does not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Zoning Board of Appeals.

ADOPTED by the DeKalb County Board of Commissioners this 28th day of March, 2000.

GALE WALLDORFF
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

APPROVED by the Chief Executive Officer of DeKalb County, this 28th day of March, 2000.

LIANE LEVETAN
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

MICHAEL J. BELL
Ex-officio Clerk
Board of Commissioners
DeKalb County

APPROVED AS TO FORM:

JONATHAN WEINTRAUB
County Attorney

ATTACHMENT "A"

FINAL CONDITIONS FOR CZ-99059

Requested by Applicant:

None.

By Planning Department:

None.

By Planning Commission:

1. **Approval to rezone the property from R-100 to RA-8 subject to the 13 conditions on the attached sheet.**

I, the undersigned, Jean G. Silvey, Dgg Clerk of the Board of Commissioners, DeKalb County, Georgia, DO HEREBY CERTIFY that the foregoing is a true and correct Copy of an ordinance adopted by said Board in meeting lawfully assembled on 28th day of March, 2000.

And same appears in Minutes of said Board this 9th day of June, 2000

Deputy Clerk, Board of Commissioners
DeKalb County, Ga.

Motion To Approve Application To Amend Official Zoning Map

I make a motion to approve the application of Browns Mill Development Company to rezone the property from R-100 to ~~RA-8~~ RA5, subject to the following conditions:

1. The subdivision will be developed in accordance with the site plan dated January 5, 1999, which has been previously submitted to the Planning Department.

2. The subdivision will contain no more than four lots per acre.

3. The approximate twenty acres shown on the plat as a park will be maintained as a passive park for use by residents of the subdivision.

4. Minimum house size will be 1600 square feet.

5. All front yards will be sodded.

6. The front facades of all houses will be brick or stucco.

7. All houses will have double garages.

8. Sidewalks will be constructed on one side of all interior streets of the subdivision.

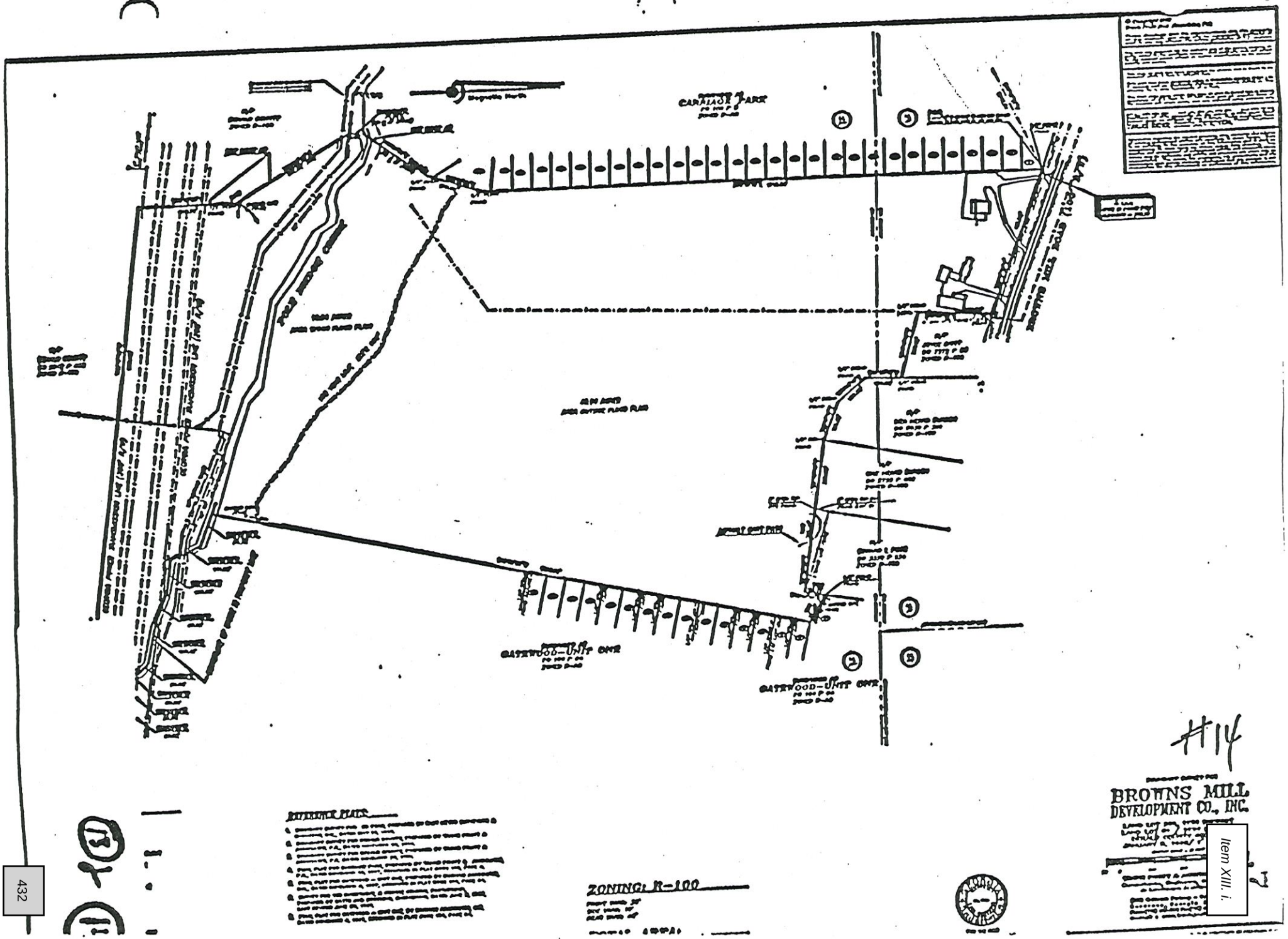
9. Underground utilities will be provided throughout the subdivision.

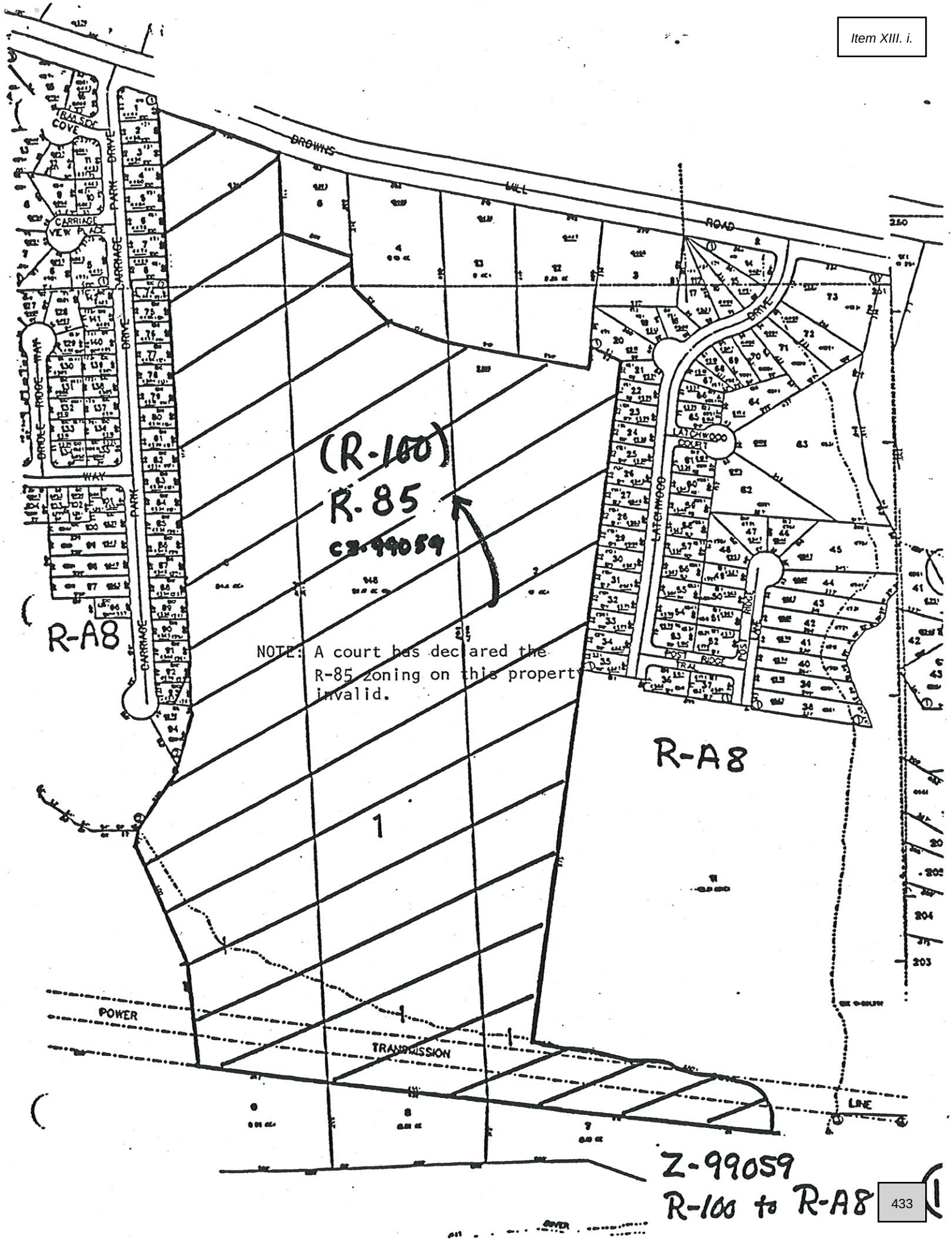
10. The flood plain area will remain undisturbed except for utility or detention facilities.

11. There will be public streets throughout the subdivision.

12. The developer shall establish a mandatory homeowners' association to own and maintain a community recreation area and entrance monument sign.

13. The Dekalb County Tree Ordinance shall be observed.


CARRIAGE PARK
GATEWOOD - UNIT ONE
GATEWOOD - UNIT ONE
#14
BROWNS MILL
DEVELOPMENT CO., INC.
ZONING: R-100


BROWNS MILL ROAD
CARRIAGE VIEW PARK
CARRIAGE PARK DRIVE
BRIDLE RIDGE WAY
CARRIAGE PARK DRIVE
LATCHWOOD DRIVE
LATCHWOOD COURT
(R-100)
R-85
CZ-99059
R-A8
NOTE: A court has declared the R-85 zoning on this property invalid.
R-A8
1
POWER TRANSMISSION LINE
Z-99059
R-100 to R-A8

REV. 3/89

DEKALB COUNTY
BOARD OF COMMISSIONERS

ZONING - AGENDA/MINUTES

MEETING DATE September 14, 1999

ITEM NO. _____

PREL.	___
ACTION	_-_
PUB.HRG.	X

RESOLUTION	___
ORDINANCE	X
PROCLAMATION	___

SUBJECT: Rezoning Application - Brown's Mill Development Co.

COMMISSION DISTRICTS: 5 & 7

DEPARTMENT: Planning

PUBLIC HEARING: X Yes ___No

ATTACHMENT: X Yes ___No 13PP

INFORMATION CONTACT: Ray White
dd Delores Davis
PHONE NUMBER: (404) 371-2155

Deferred from the 7/26/99, 8/10/99 and 8/24/99 zoning public hearings for Decision Only.

PURPOSE:

Z-99059 - To consider the application of Browns Mill Development Co., Inc. to rezone property on the south side of Browns Mill Road, 4500' southwest of Klondike Road, from R-100 to RA-8 . The property has frontage of 454' on Browns Mill Road and contains 65.5 acres.

SUBJECT PROPERTY:

11-251-1-2,5 & pt.4

RECOMMENDATION(S):

PLANNING DEPARTMENT: Approval of R-75 with conditions. This application is more suited for the R-75 zoning classification which has recently been approved in the area, especially given the amount of acreage involved. Staff recommendation includes the following conditions:

1. Not more than four (4) units per acres.
2. Not less than 1,600 square foot houses.
3. Two car attached garage for each house.
4. Public streets.
5. Front yards to be sodded.
6. Front facades of brick or stucco.
7. Flood plain area to remain undisturbed, except for utility or detention facilities.
8. Underground utilities.

PLANNING COMMISSION: Deferral.

COMMUNITY COUNCIL: Denial.

Z- 99059
AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING MAP/

AN ORDINANCE TO AMEND THE DEKALB COUNTY ZONING ORDINANCE MAP IN ORDER TO REZONE PROPERTY LOCATED ON THE SOUTHSIDE OF BROWNS MILL ROAD, 4500 FEET SOUTHWEST OF ITS INTERSECTION WITH FLAT BRIDGE ROAD, FROM THE R-100 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO THE R-A5 (SINGLE FAMILY RESIDENTIAL) DISTRICT, AND FOR OTHER PURPOSES.

APPLICANT:	BROWN'S MILL DEVELOPMENT COMPANY
OWNER:	BROWN'S MILL DEVELOPMENT COMPANY
COMMISSION DISTRICT(S):	5 AND 7

WHEREAS, The Brown's Mill Development Company has filed an application to amend the DeKalb County Zoning Ordinance to rezone property located on the southside of Browns Mill Road, 4500 feet southwest of its intersection with Flat Bridge Road, and more particularly described as follows:

ALL THAT TRACT or parcel of land lying and being in District 11, Land lot 251, Block 1, parcel 1, parcel 5, and part of parcel 4 (containing 65.5 acres) of DeKalb County, Georgia, and

WHEREAS, it appears to the Board of Commissioners that the application meets all of the criteria set forth in the DeKalb County Code, Chapter 27, Article IV, Division 1, Section 27-832 and Section 27-833, for amending the DeKalb County Zoning Ordinance for the subject property from the R-100 (Single Family Residential) district to the R-A5 (Single Family Residential) district.

THE BOARD OF COMMISSIONERS OF DEKALB COUNTY, GEORGIA, HEREBY ORDAINS:

Part 1: Pursuant to the authority of the DeKalb County Board of Commissioners to exercise powers of zoning, as set forth in section 27- 4 of the DeKalb County Zoning Ordinance, an amendment to rezone property located on the southside of Browns Mill Road, 4500 feet southwest of its intersection with Flat Bridge Road, from the R-100 (Single Family Residential) district to the R-A5 (Single Family Residential) district is hereby approved:

Part 2. That if this amendment is approved conditionally under the provisions of Section 27-833 and 27-841 of the DeKalb County Zoning Ordinance, as identified by the use of the term "Conditional" after the district designation in part 1 above, the development and use of the above-described property shall be permitted only in compliance with the conditions and/or site plan as attached to this ordinance (attachment A).

Part 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby appealed.

Part 4. This ordinance hereby approved does not authorized the violation of any zoning district regulations. District regulation variances can be approved only by application to the Zoning Board of Appeals.

****

ADOPTED by the DeKalb County Board of Commissioners this _____ day of

_____, 19___.

_____
PORTER SANFORD, III
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

APPROVED by the Chief Executive Officer of DeKalb County, this _____ day of

_____, 199__.

_____
LIANE LEVETAN
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
MICHAEL J. BELL
Ex-officio Clerk
Board of Commissioners
DeKalb County

APPROVED AS TO FORM:

JONATHAN WEINTRAUB
County Attorney

ATTACHMENT A

RECOMMENDED CONDITIONS FOR CZ-99059

****

Staff Recommended Conditions

1. Not more than four (4) units per acre.
2. Not Less than 1,600 s.f. houses.
3. Two-car attached garage for each house.
4. Public streets
5. Front yards to be sodded.
6. Front facades of brick or stucco.
7. Flood plain area to remain undisturbed, except for utility or detention facilities.
8. Underground utilities.

ZONING ANALYSIS

AGENDA NO. 14 ZONING CASE NO. Z-99059 MONTH OF JULY

APPLICANT BROWN'S MILL DEVELOPMENT CO. OWNER (x) AGENT ( )

AGENT AUTHORIZED BY _____

LOCATION ON THE SOUTHSIDE OF BROWN'S MILL ROAD, 2,600' SW OF ITS INTERSECTION WITH FLAT BRIDGE ROAD.

MAP REFERENCE NO. 11-251-1-2,5 & pt. 4

ACREAGE	65.5	EST. MAX. NET DENSITY/ACRE	2.0
EXISTING ZONING	R - 100	EST. MAX. UNITS	131
PROPOSED ZONING	R - A8	EST. MAX. NET DENSITY/ACRE	8.0
COMMISSIONER DISTRICT	5 & 7	EST. MAX. UNITS	524

****

CONDITIONS REQUESTED BY APPLICANT: NONE

****

ZONING HISTORY: NONE

****

TRAFFIC:

	BROWNS MILL ROAD MAJOR THOROUGH FARE		
Capacity	10,000		TPD
Latest Count	5,457 4/14/97		TPD
Hourly Capacity	1,000		VPH
Peak Hours Volume	545		VPH

Trips generated upon development of existing zoning 1702 TPD
Trips generated upon development of proposed zoning 5238 TPD

Comments on conditions and planned improvements A PERMIT FROM THE GEORGIA DEPARTMENT OF TRANSPORTATION WILL BE REQUIRE FOR APPROVAL OF ACCESS POINTS AND ROAD IMPROVEMENTS.

****

WATER: Size of main serving property 6'',12'' Existing zoning (adequate)
Proposed zoning (adequate*)

Size of line required if inadequate N/A (Existing Zoning) N/A (Proposed Zoning)

Distance from property to nearest main N/A

Comments on current conditions or proposed main extension or improvements N/A

*Indication that water supply is adequate for rezoning purposes does not constitute approval of a specific project. In certain cases additional water may be required to provide adequate fire protection.

****

SEWER: Outfall serving project POLE BRIDGE Existing zoning (adequate)
Proposed zoning (adequate)

Is sewer adjacent to this property? YES
If not, distance to nearest line N/A
Treatment Plant POLE BRIDGE W.T.F. (adequate)

		Waste Generation If Residential	
Capacity	15 MGPD		
Current Flow	6.9 MGPD	41,920 GPD Existing Zoning	167,680 GPD Proposed Zoning

Comments on current conditions/planned improvements N/A

****

DRAINAGE: Drainage basin affected POLE BRIDGE CREEK

Upstream drainage area passing the property proposed for rezoning

18.41 SQ. MI.

Percentage of this property covered by IRF 30%

Impact on properties (flood, erosion and sedimentation) under existing zoning

Under proposed zoning NO IMPACT EXPECTED AS LONG AS PROPER STORMWATER CONTROL IS PROVIDED.

Recommendations: (With or without options; in addition to Environmental Code requirements.)

NOTE: IN THE FLOODPLAIN REGS. APPLY.

****

SCHOOLS:

	HIGH	ELEMENTARY
School Name	LITHONIA	MURPHY CANDLER
Recommended Capacity	1326	806
Latest Enrollment	1452	669

Students to be generated by existing zoning — High: 25 — Elementary: 37

Students to be generated by proposed zoning — High: 94 — Elementary: 109

Planned capacity expansion

****

PLANNING DEPARTMENT:

Site characteristics GULF COURSE PROPERTY WHICH SLOPES DOWN TO A STREAM.

Adjacent land uses Vacant, & residential

Adjacent zoning R-A8

Compatibility of site size and configuration with development standards (sketch attached if necessary)

Comprehensive Plan recommendation POS, LMR, & LDR

****

HISTORIC, ARCHITECTURAL, AND ARCHAEOLOGICAL: NO COMMENT

****

PUBLIC SAFETY: NO COMMENT.

****

PARKS AND RECREATION: NO COMMENT

****

FIRE MARSHAL: NO COMMENT

****

BOARD OF HEALTH: NO COMMENT

****

ECONOMIC DEVELOPMENT: NO COMMENT

****

RECOMMENDATIONS: Approval of R-75 with conditions. This application is more suited for the R-75 zoning clasification which has recently been approved in the area, especially given the amount of acreage involved. Staff recommendation includes the following conditions:

1. Not more than four (4) units per acre.
2. Not less than 1,600 square foot houses.
3. Two-car attached garage for each house.
4. Public Streets.
5. Front yards to be sodded.
6. Front facades of brick or stucco.
7. Flood plain area to remain undisturbed, except for utility or detention facilities.
8. Underground utilities.

COMMUNITY COUNCIL: DENIAL

BROWNS MILL ROAD TRACT
ZONING PLAN AMENDMENT

A. This rezoning proposal is in conformity with the surrounding uses and conforms to the policy and intent of the comprehensive plan (as requested in the attached amendment).

B. The requested zoning is the same as the parcels located to the east and west of the subject tract.

C. The property is currently zoned R-100. Rezoning is required to make reasonable economic use of the land due to land costs and given that 20 acres of the property lies within a flood plain.

D. The proposed rezoning will not adversely affect adjacent or nearby property. The proposed use, a single family subdivision , is compatible with the existing lanes and subdivisions in the area.

E. Same question as C.

F. No existing or changing condition that would affect this zoning change have been observed.

G. The existing use of the subject property is a golf course, no historic buildings, sites, districts or archeological resources have been observed.

H. Rezoning the subject property will not present a burdensome use of the existing infrastructure. Adequate utilities are available to serve the site.

PLANNING DEPARTMENT COMMENTS
ON ZONING MATTERS SET FORTH IN
O. C. G. A. 36-67-3

AGENDA # 14 Application # Z-99059

A. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan:

The zoning proposal will not permit a use that is in conformity with the policy and intent of the comprehensive plan.

B. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties:

The zoning proposal will permit a use that is suitable in view of the existing use and development of adjacent or nearby properties.

C. Whether the property to be affected by the zoning proposal has a reasonable economic value as currently zoned.

The property affected by the zoning proposal does have a reasonable economic value as currently zoned.

D. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property:

The zoning proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

E. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The zoning proposal does have a reasonable economic use as currently zoned.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:

See Zoning Analysis and Staff Recommendation

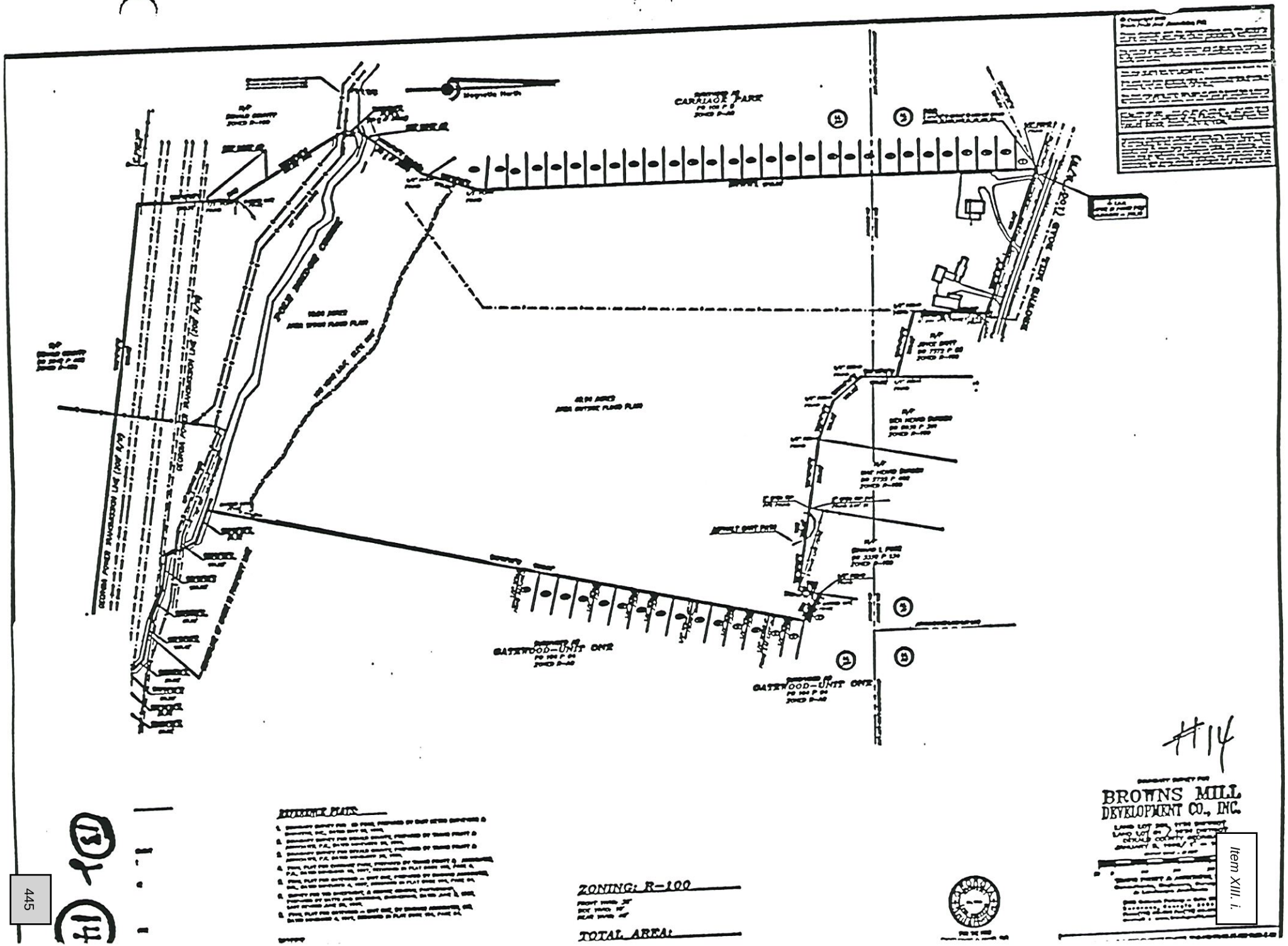
G. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.

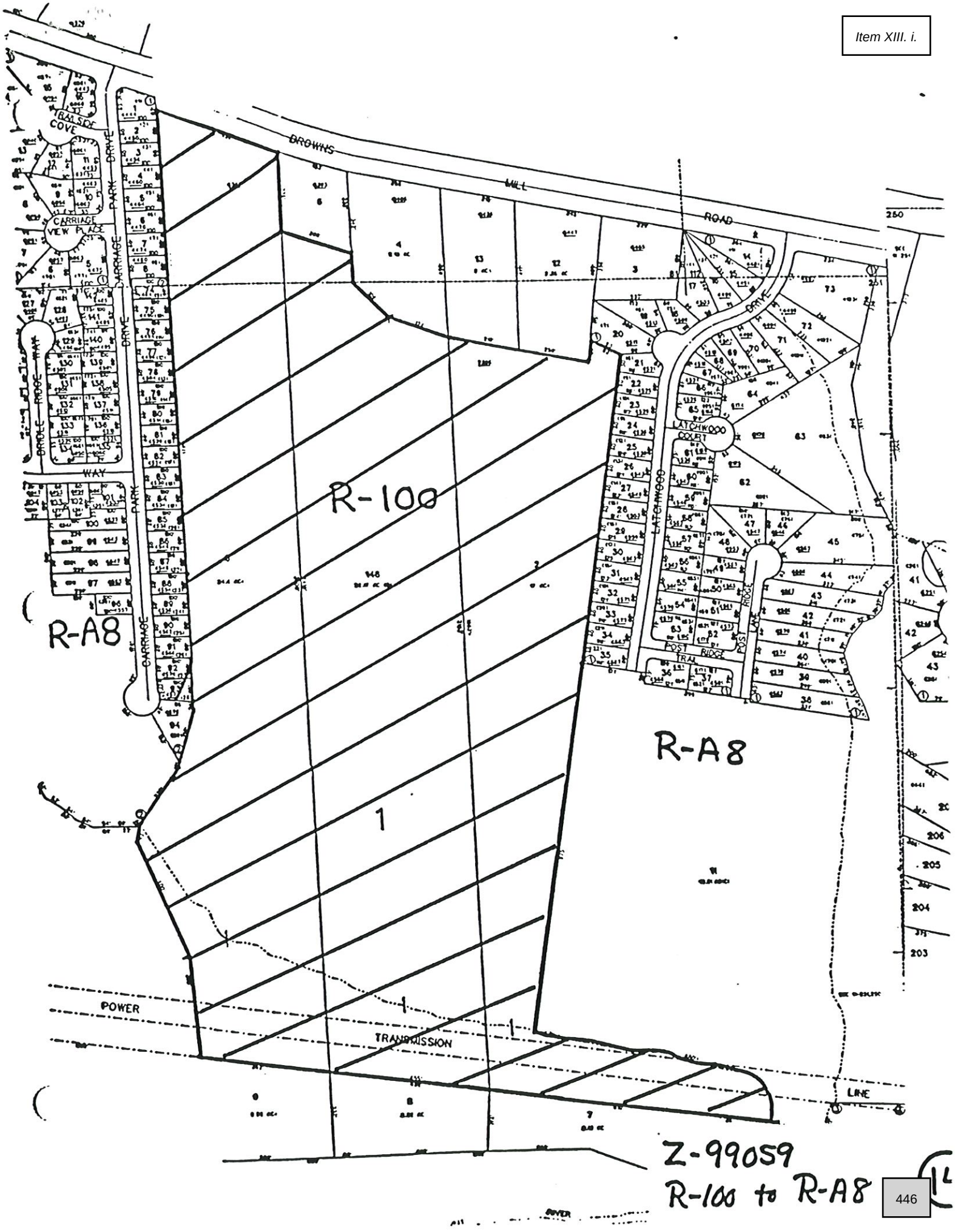
There are no historic buildings, sites, or districts affected by this rezoning proposal.

H. Whether the zoning proposal will result in a use, which will or

could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

This zoning proposal will not result in a use which will cause an excessive or burdensome use of existing streets, utilities, schools, or transportation facilities.


CARRIAGE PARK
GATEWOOD-UNIT ONE
GATEWOOD-UNIT ONE
#14
BROWNS MILL
DEVELOPMENT CO., INC.
ZONING: R-100
TOTAL AREA:


BROWNS MILL ROAD
BALSOM COVE
CARRIAGE VIEW PLACE
CARRIAGE PARK DRIVE
BRIDGE RIDGE WALK
WAY
PARK
CARRIAGE
DRIVE
LATCHWOOD COURT
LATCHWOOD DRIVE
POST RIDGE TRAIL
POST RIDGE
R-100
R-A8
R-A8
1
POWER
TRANSMISSION
LINE
RIVER
Z-99059
R-100 to R-A8

Case No.	Comments
Z-99050 -	① Construction planned is too close to Conley Creek, esp. driveway shoulder & slopes. ② In Soapstone Ridge
LP-99059 In Town Land Co.	① No green space ② In industrial park
Landstone Investment c/o Kathryn M Zickert Krogers on Moreland	① This shopping center is less than ½ mile from Skyl school and park. It should have pedestrian access fro corner of Rippluewater Dri & Skyhaven Dr.
Milbourne Corporation Holt Road	① Emmie Smith Park is walking distance, less than 1 mile. ② There should be pedestrian access shown to Shadow Rock Lane (to get to park) & Silver Spur. ③ Redan Elementary School is ac. from S/O Entrance. So is active RR line. ④ Tributary Buffer should be Green Space.

Amended Conditions for Browns Mill Development, Inc.
September 13, 1999

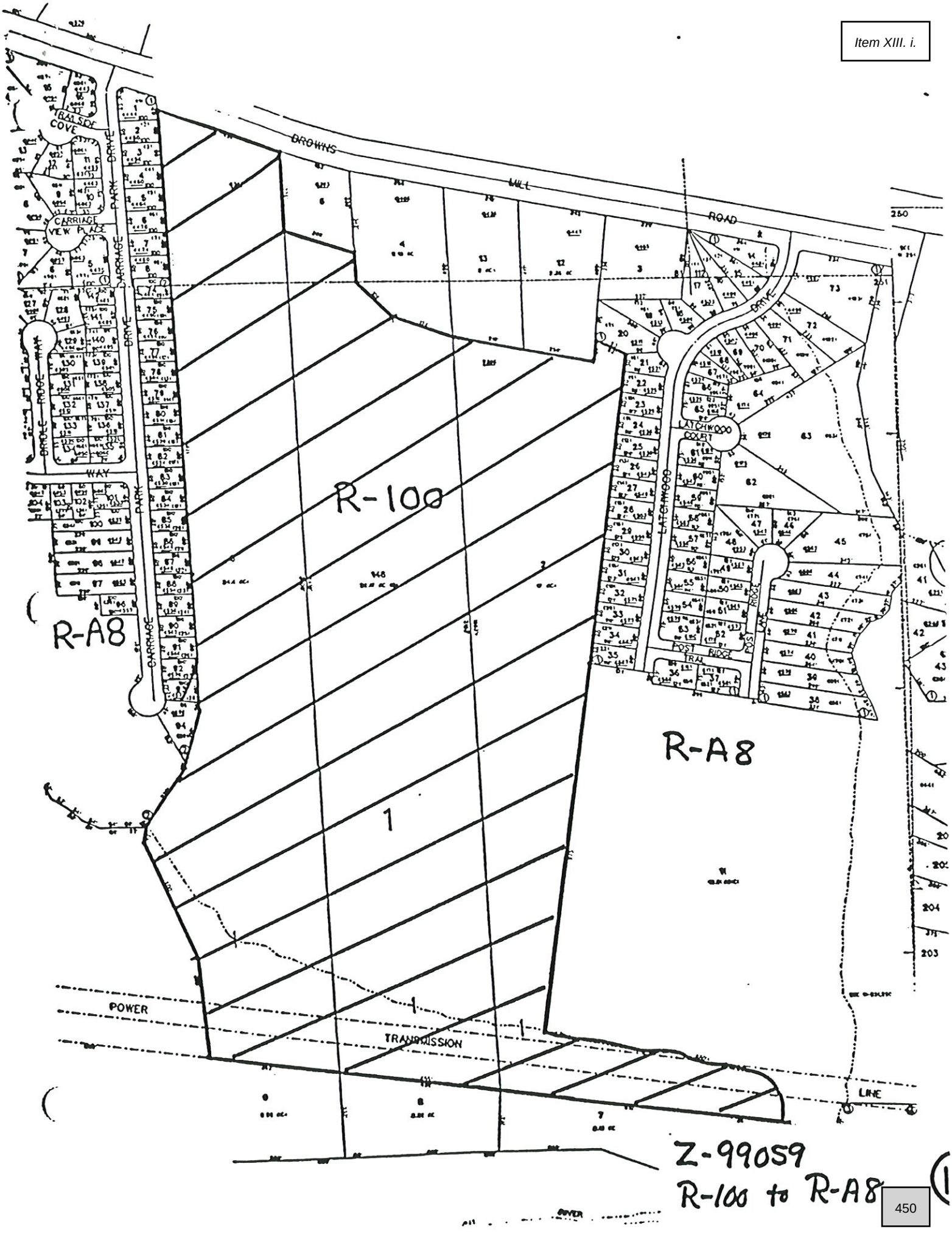
Planning Department staff analysis review and findings has been amended to establish conditions for Z99059 to CZ99059 for Browns Mill Development, Inc.

Recommendations:

Approval of R-75 with the following conditions.

1. **The maximum of 4 units per acre.**
2. **No less than 1600 square feet per dwelling unit.**
3. **Front facades on all dwelling units shall be brick or stucco.**
4. **Each dwelling unit shall have a two car attached garage.**
5. **All lots shall have sodded front yards.**
6. **Subdivision shall have underground utilities.**
7. **Sidewalks on both sides of all interior streets.**
8. **All interior streets shall have streetlights that meet DeKalb County codes.**
9. **Floodplain area to remain undisturbed, except for utility or detention facilities.**
10. **Public streets.**
11. **The Developer shall establish a mandatory homeowners association to own and maintain a community recreation area and entrance monument sign.**
12. **The DeKalb County Tree Ordinance shall be observed.**

CASE NO.	COMMENTS
Z-99050 -	① CONSTRUCTION PLANNED IS TOO CLOSE TO CONLEY CREEK, ESP DRIVEWAY SHOULDER & SLOPES. ② IN SOAPSTONE RIDGE
LP-99059 INTOWN LAND CO.	① NO GREEN SPACE ② IN INDUSTRIAL PARK
LANDSTONE INVESTMENT C/O KATHRYN M ZICKERT KROGERS ON MORELAND	① THIS SHOPPING CENTER IS LESS THAN ½ MILE FROM SKY SCHOOL AND PARK. IT SHOUL HAVE PEDESTRIAN ACCESS FR CORNER OF RIPPLEWATER DR & SKYHAVEN DR.
MILBOURNE CORPORATION HOLT ROAD	① EMMIE SMITH PARK IS WALKING DISTANCE, LESS THAN 1 MILE. ② THERE SHOULD BE PEDESTRIAN ACCESS SHOWN TO SHADOW ROCK LAN (TO GET TO PARK) & SILVER SPUR ③ REDAN ELEMENTARY SCHOOL IS A FROM S/O ENTRANCE. SO IS ACTIVE RR LINE. ④ TRIBUTARY BUFFER SHOULD BE GREEN SPACE.


DROWNS
MILL
ROAD
BALSOR
COVE
CARRIAGE
VIEW PLACE
CARRIAGE PARK DRIVE
BRIDGE RIDGE WAY
CARRIAGE PARK DRIVE
LATCHWOOD DRIVE
LATCHWOOD COURT
LATCHWOOD
POST RIDGE TRAIL
POST RIDGE
R-100
R-A8
R-A8
1
POWER
TRANSMISSION
LINE
RIVER
Z-99059
R-100 to R-A8

CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD-21-013

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 ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To hold a public hearing and take action on amendments to the Stonecrest Zoning Ordinance, Chapter 27, to mitigate the potential conflicts between residential and industrial land uses.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - TMOD-21-013 Staff Report
(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 -

TMOD-21-013

PLANNING & ZONING STAFF REPORT

MEETING DATE: January 24, 2022

GENERAL INFORMATION

Petition Number: TMOD-21-013

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, to mitigate the potential land use conflicts between residential and industrial land uses.

FACTS AND ISSUES:

- The city council has already adopted two text amendments that help to mitigate the potential impacts between residential and industrial land uses, in particular TMOD-21-010 and TMOD-21-011.
    - TMOD-21-010 placed prohibitions on certain heavy industrial activities in the city and removed residential land uses from industrial zones on the permitted land use table
    - TMOD-21-011 which revised the intent and purpose of the industrial zoning districts to discourage the conversion of industrial buildings to residential uses.
- This text modification offers several additional measures which are being presented in three parts:
    1. Modification of the authorized uses in the Stonecrest Area Overlay, Tier 3 by removing those uses allowed in the M district from being permitted to develop there. Note that there are no industrial uses in Tier 3 currently.
    2. Zoning reversion of parcels from residential to industrial that were originally rezoned from industrial to residential by DeKalb County many years ago and which are no longer used for residential purposes.

3. Requiring a Special Land Use permit for properties being rezoned for residential uses adjacent to industrial zoned properties where adequate transitional buffers are not in place.

Staff is recommending that the Planning Commission recommend approval of all three parts to the City Council, but by presenting this different tools in such a manner Planning Commission may election to different actions on each part.

Part 1. Modification of Stonecrest Area Overlay, Tier 3 authorized use list.

Proposal: Remove light industrial zoning (M) from the list of authorized uses in Tier 3 of the Stonecrest Area Overlay.

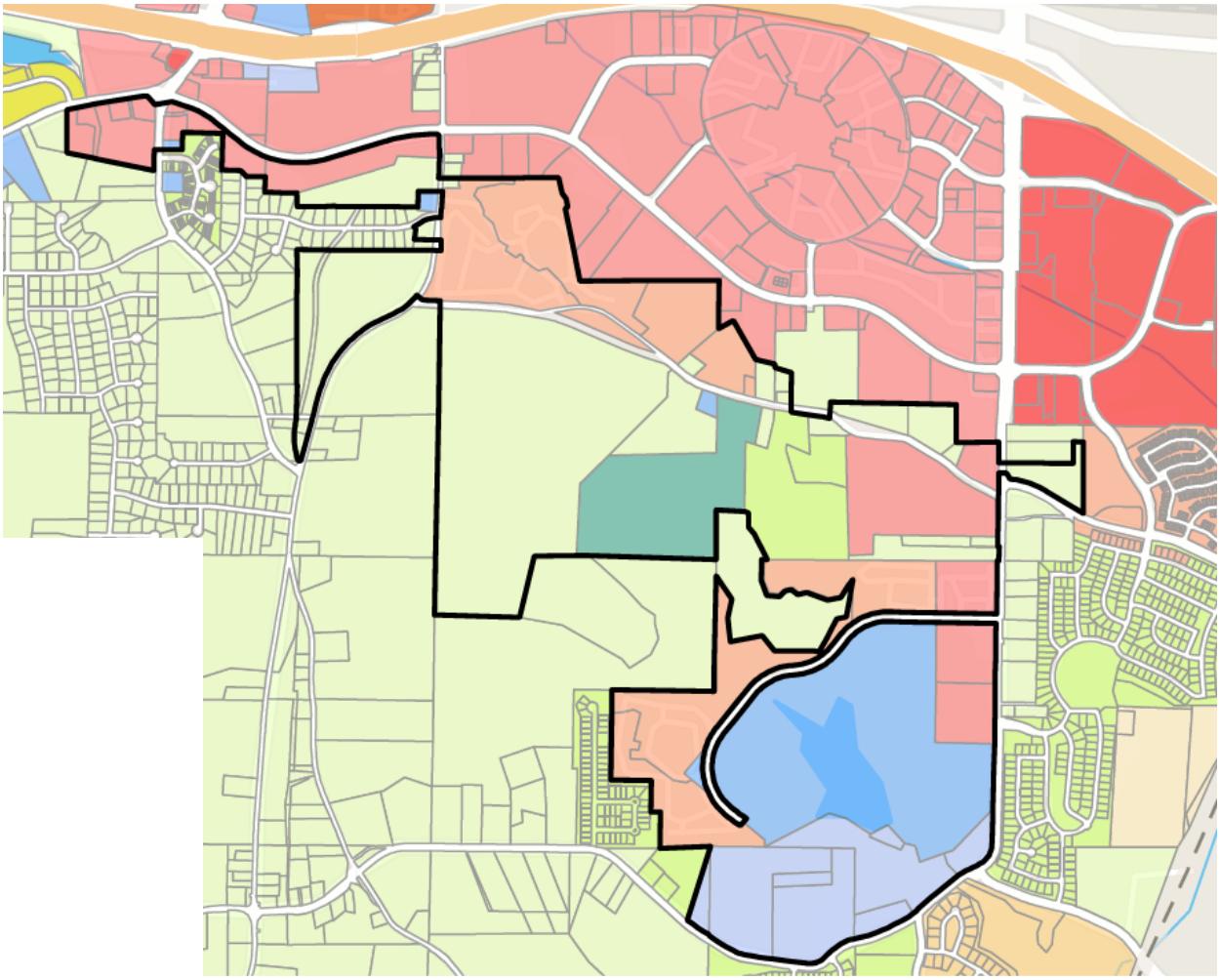
Reasons for proposal:

- One potential source of potential conflicts between residential and industrial uses is the permitted use list for Tier 3 of the Stonecrest Area Overlay. Tier 3 is the Low Rise Mixed Use Zone for which Sub-section 3.5.15.A. authorizes all uses allowed in the M – light industrial district to be developed by right, along with all uses allowed in C-1, C-2, O-I, OD, and MR-2, see Section.
- MR-2, Medium Density Residential District, in particular, allows a variety of residential uses, including single family homes, multi-family homes, and townhouses. And several such residential development have been built or proposed under this authorization.
- No industrial uses have yet to be built in Tier 3, despite the allowance to do so, but certainly could, which could cause potential land use conflict due to noise, truck traffic, and emissions. See underlying zoning map for Tier 3 on the following page.

TMOD-21-013

PLANNING & ZONING STAFF REPORT

Stonecrest Area Overlay, Tier 3 and underlying zoning



- The general Overlay Regulations contained in Sec. 3.1.1. also allows any use permitted in the underlying zoning to be built as long as they are not listed as a prohibited use in the Overlay. As the underlying zoning map for Tier 3 shows there are four zoning districts currently within Tier which are not on the authorized district list just described in Sub-section 3.5.15.A. The underlying but non-authorized zoning districts include MR-1, MU-4, RSM, and R-100. It should be noted that no parcels are currently zoned M in Tier 3.

PART 1 RECOMMENDED TEXT CHANGES: To remove the potential for a land use conflict between residential and industrial land uses. Revise Section 3.5.15 – Low rise mixed use zone (Tier III) of the Stonecrest Area Overlay as shown below in track changes.

Sec. 3.5.15. - Low-rise mixed-use zone (Tier III).

A. Permitted uses and structures. The principal uses of land and structures allowed in the Tier III: Low-Rise Mixed-Use Zone of the Stonecrest Area Overlay District are as provided below:

1.All uses authorized in the C-1 and C-2 (General Commercial) District, O-I (Office Institutional) District, O-D (Office Distribution) District, ~~M (Light Industrial) District~~, and MR-2 (Medium Density Residential) District except those listed in B., below.

THE CITY OF STONECREST GEORGIA

TMOD-21-013

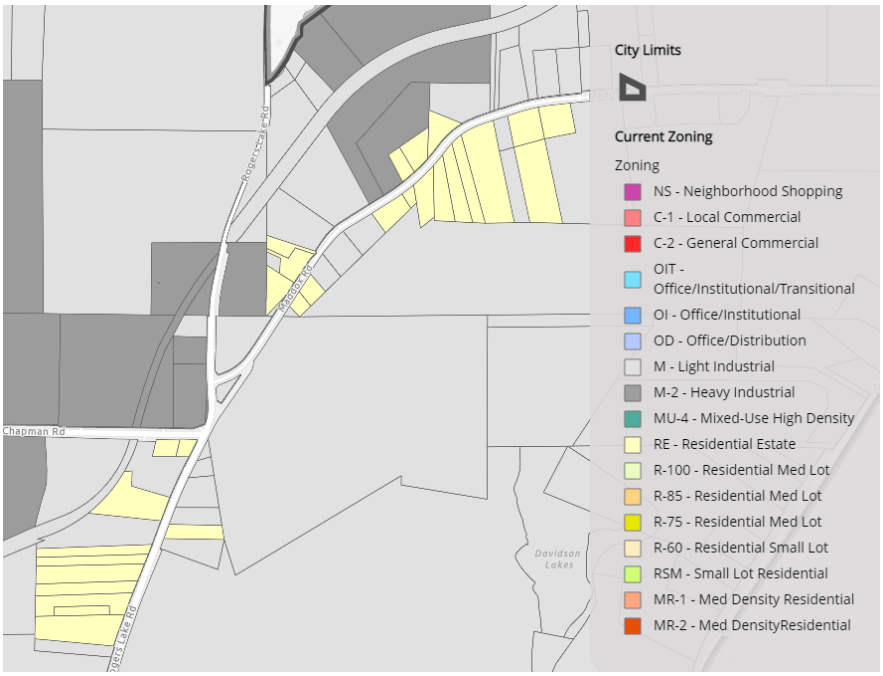
PLANNING & ZONING STAFF REPORT

Part 2. Reversion of previously zoned industrial property.

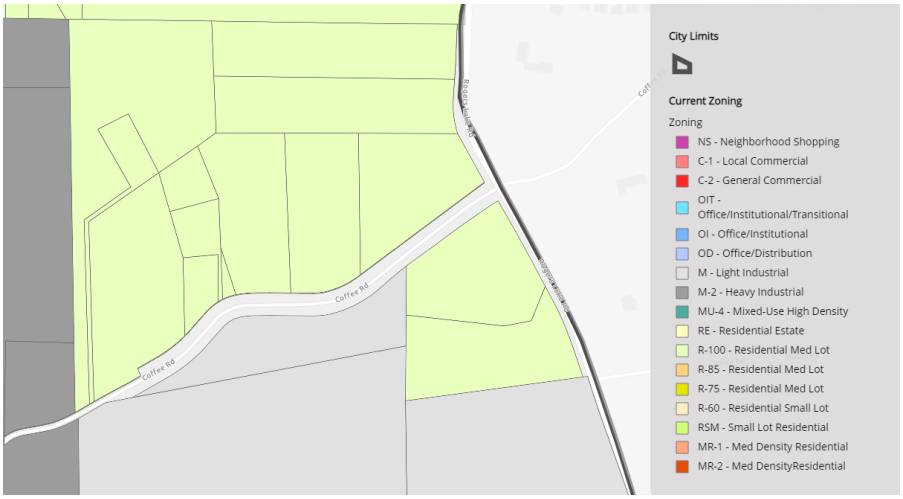
Proposal: Add new section providing that residential parcels which have not been used as residences for twelve months, or which have been used for industrial purposes for twelve months, are deemed to have reverted to industrial zoning if they formerly were rezoned to residential from industrial.

Reason for proposal: There are several parcels along Maddox Road, Rogers Lake Road and Coffee Road which were spot-zoned from the M (Light Industrial) District to residential in 1979,despite opposition from County planning staff due to questions about their future viability as residential. Those questions were well-founded. The properties remain surrounded by or near Light Industrially zoned properties. The rezoning to residential for many of this parcels has failed, either because houses on them are now derelict and abandoned or because the properties are being illegally used for industrial purposes.

Zoning Map of the Maddox Road-Rodgers Lake Area



Zoning Map of the Coffe Road Area



PART 2 RECOMMENDED TEXT CHANGES:

[NEW]

Sec. 1.1.17. – Reversion of parcels which were rezoned from industrial to residential.

Any parcel which was rezoned by DeKalb County prior to incorporation from industrial to residential at the request of the owner, and is subsequently vacant for twelve months or is partly or entirely used for industrial purposes for twelve months shall be deemed to have reverted to the prior industrial zoning. Upon determining that a reversion has taken place, the planning director shall notify the property owner and shall begin a city-initiated rezoning of the property back to industrial for Planning Commission recommendation and City Council action.

Part 3. SLUP requirement for residential development adjacent to industrial zones.

Proposal: Add new section requiring a Special Land Use Permit for new residential development adjoining to industrial.

Reason for Proposal: Locating new residential adjoining to industrial land creates potential conflicts. Moreover, there currently is no public hearing process for the adjoining industrial owner to be notified of the proposed residential development; to be apprised of the plans for the development; and to obtain a public hearing on the merits of the residential development and the potential negative impact on the industrial property and the public welfare. Imposing a SLUP requirement on residential development will require a full, public staff analysis and a full public hearing before City Council, with an opportunity for members of the Stonecrest Community and the adjoining industrial owners to be heard.

PART 3 RECOMMENDED TEXT CHANGES:

[NEW]

Sec. 4.2.70. – Special land use permit required for residential development adjoining to industrial.

A special land use permit shall be required for any proposed residential development or construction which is adjoining to industrially zoned parcel(s), unless one or more of the following criteria are met:

A. A one hundred fifty (150) foot undisturbed transitional buffer zone exists or will be observed along the adjoining property line. The buffer zone may be within the residential parcel, the industrial parcel, or both.

B. The industrial parcel is separated from the residentially zoned parcel by a stream buffer.

C. The residential parcel is protected by conditions of zoning which were previously imposed on the industrial parcel for the purpose of protecting residential parcels.

D. The residential parcel was rezoned from industrial to residential at the request of a present or former property owner and conditions of rezoning were imposed on the residential parcel for the purpose of protecting the residential parcel.

STAFF RECOMMENDATION: Recommend Approval of all three parts of TMOD -21-013 to the City Council.

PLANNING COMMISSION RECOMMENDATION: Recommended Deferral to the next 30-day cycle in order to give the Director and City Council the chance to investigate the matter further.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA, BY AMENDING DIVISION 5 (STONECREST AREA OVERLAY DISTRICT) OF ARTICLE 3 (OVERLAY DISTRICT REGULATIONS); DIVISION 1 (GENERAL PROVISIONS) OF ARTICLE 1 GENERAL REQUIREMENTS; ARTICLE 4 (USE REGULATIONS) OF DIVISION 2 (SUPPLEMENTAL USE REGULATIONS) WITHIN CHAPTER 27 (ZONING ORDINANCE); TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and Council desire to amend Division 5 (Stonecrest Area Overlay District) of Article 3 (Overlay District Regulations); Division 1 (General Provisions) of Article 1 General Requirements; Article 4 (Use Regulations) of Division 2 (Supplemental Use Regulations) within Chapter 27 (Zoning

Ordinance) of the City's Code; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Director of Planning and the Planning Commission can recommend approval based on the City Staff Report; and

WHEREAS, a public hearing pursuant to the provisions of the Zoning Procedures Act has been properly held prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, morals and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Stonecrest, Georgia is hereby amended by amending Division 5 (Stonecrest Area Overlay District) of Article 3 (Overlay District Regulations); Division 1 (General Provisions) of Article 1 General Requirements; Article 4 (Use Regulations) of Division 2 (Supplemental Use Regulations) within Chapter 27 (Zoning Ordinance) by adopting the provisions set forth in Exhibit A attached hereto and made a part by reference.

Section 2. That text added to current law appears in bold underlined. Text removed from current law appears struck through.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 7. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this ___ day of _____ 2022.

CITY OF STONECREST, GEORGIA

_____

George Turner, Mayor Pro Tem

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A

(SEE ATTACHED)

Chapter 27 – Zoning

ARTICLE 3. – OVERLAY DISTRICT REGULATIONS
DIVISION 5. STONECREST AREA OVERLAY DISTRICT

Sec. 3.5.15. – Low-rise mixed-use zone (Tier III)

A. Permitted uses and structures. The principal uses of land and structures allowed in the Tier III: Low-Rise Mixed-Use Zone of the Stonecrest Area Overlay District are as provided below:
1.All uses authorized in the C-1 and C-2 (General Commercial) District, O-I (Office Institutional) District, O-D (Office Distribution) District, ~~M (Light Industrial) District~~, and MR-2 (Medium Density Residential) District except those listed in B., below.

ARTICLE 1. – GENERAL REQUIREMENTS
DIVISION 1. GENERAL PROVISIONS

Sec. 1.1.17. – Reversion of parcels which were rezoned from industrial to residential.

Any parcel which was rezoned by DeKalb County prior to incorporation from industrial to residential at the request of the owner, and is subsequently vacant for twelve months or is partly or entirely used for industrial purposes for twelve months shall be deemed to have reverted to the prior industrial zoning. Upon determining that a reversion has taken place, the planning director shall notify the property owner and shall begin a city-initiated rezoning of the property back to industrial for Planning Commission recommendation and City Council action.

ARTICLE 4. – USE REGULATIONS
DIVISION 2. SUPPLEMENTAL USE REGULATIONS
Sec. 4.2.62. – Special Land Use Permit (SLUP) required for residential development adjoining to industrial.
A special land use permit shall be required for any proposed residential development or construction which is adjoining to industrially zoned parcel(s), unless one or more of the following criteria are met:
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B. The industrial parcel is separated from the residentially zoned parcel by a stream buffer.
C. The residential parcel is protected by conditions of zoning which were previously imposed on the industrial parcel for the purpose of protecting residential parcels.
D. The residential parcel was rezoned from industrial to residential at the request of a present or former property owner and conditions of rezoning were imposed on the residential parcel for the purpose of protecting the residential parcel.

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TMOD-21-013

PLANNING & ZONING STAFF REPORT

MEETING DATE: December 7, 2021

GENERAL INFORMATION

Petition Number: TMOD-21-013

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, to mitigate the potential land use conflicts between residential and industrial land uses.

FACTS AND ISSUES:

- The city council has already adopted two text amendments that help to mitigate the potential impacts between residential and industrial land uses, in particular TMOD-21-010 and TMOD-21-011.
    - TMOD-21-010 placed prohibitions on certain heavy industrial activities in the city and removed residential land uses from industrial zones on the permitted land use table
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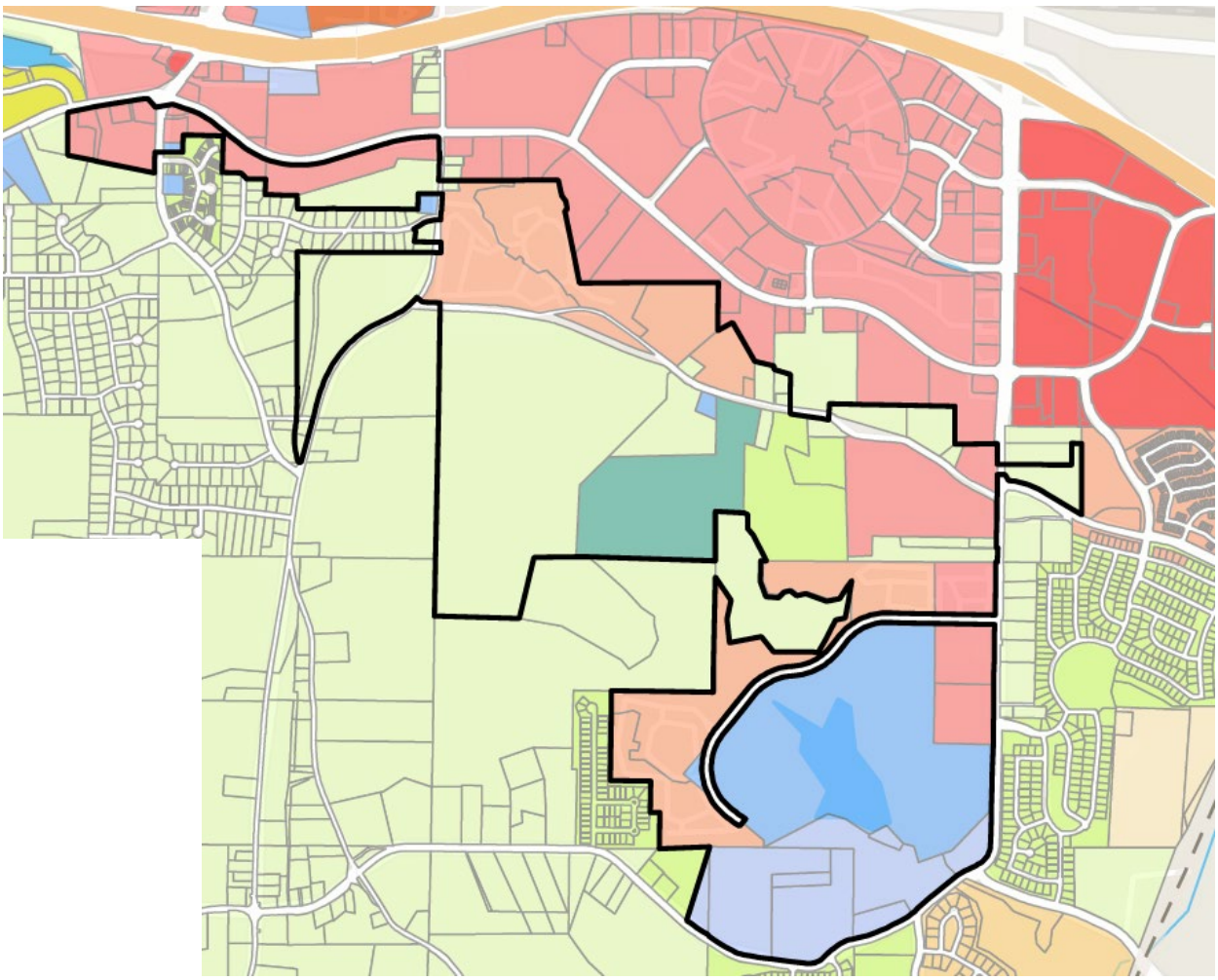
Reasons for proposal:

- One potential source of potential conflicts between residential and industrial uses is the permitted use list for Tier 3 of the Stonecrest Area Overlay. Tier 3 is the Low Rise Mixed Use Zone for which Sub-section 3.5.15.A. authorizes all uses allowed in the M – light industrial district to be developed by right, along with all uses allowed in C-1, C-2, O-I, OD, and MR-2, see Section.
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TMOD-21-013

PLANNING & ZONING STAFF REPORT

Stonecrest Area Overlay, Tier 3 and underlying zoning



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Sec. 3.5.15. - Low-rise mixed-use zone (Tier III).

A. Permitted uses and structures. The principal uses of land and structures allowed in the Tier III: Low-Rise Mixed-Use Zone of the Stonecrest Area Overlay District are as provided below:

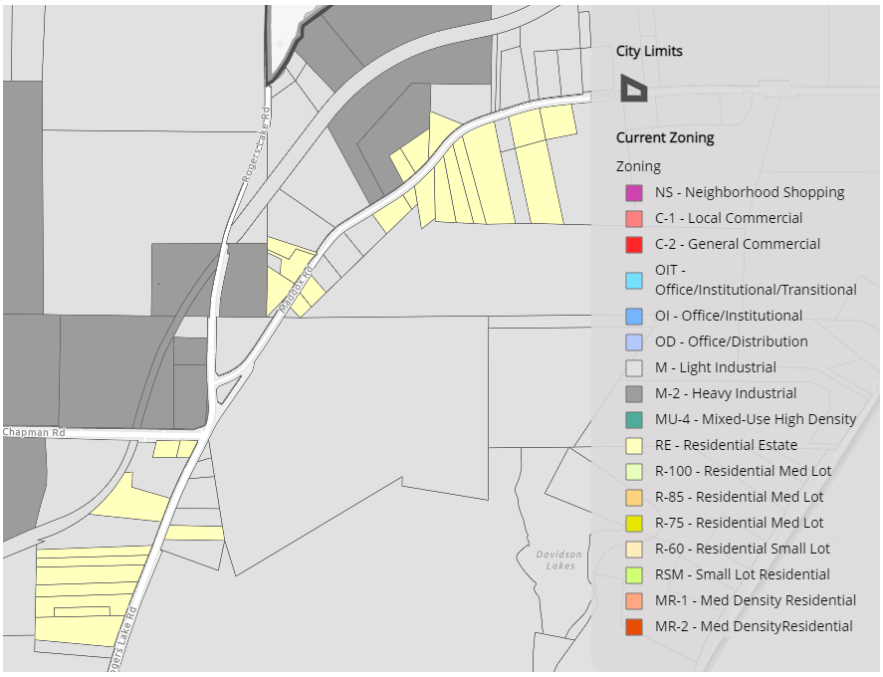
1.All uses authorized in the C-1 and C-2 (General Commercial) District, O-I (Office Institutional) District, O-D (Office Distribution) District, ~~M (Light Industrial) District~~, and MR-2 (Medium Density Residential) District except those listed in B., below.

Part 2. Reversion of previously zoned industrial property.

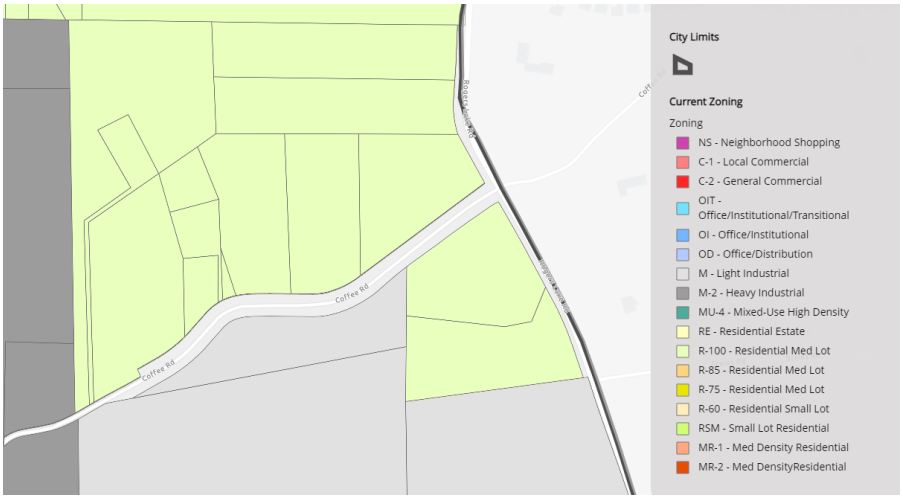
Proposal: Add new section providing that residential parcels which have not been used as residences for twelve months, or which have been used for industrial purposes for twelve months, are deemed to have reverted to industrial zoning if they formerly were rezoned to residential from industrial.

Reason for proposal: There are several parcels along Maddox Road, Rogers Lake Road and Coffee Road which were spot-zoned from the M (Light Industrial) District to residential in 1979,despite opposition from County planning staff due to questions about their future viability as residential. Those questions were well-founded. The properties remain surrounded by or near Light Industrially zoned properties. The rezoning to residential for many of this parcels has failed, either because houses on them are now derelict and abandoned or because the properties are being illegally used for industrial purposes.

Zoning Map of the Maddox Road-Rodgers Lake Area



Zoning Map of the Coffe Road Area



PART 2 RECOMMENDED TEXT CHANGES:

[NEW]

Sec. 1.1.17. – Reversion of parcels which were rezoned from industrial to residential.

Any parcel which was rezoned by DeKalb County prior to incorporation from industrial to residential at the request of the owner, and is subsequently vacant for twelve months or is partly or entirely used for industrial purposes for twelve months shall be deemed to have reverted to the prior industrial zoning. Upon determining that a reversion has taken place, the planning director shall notify the property owner and shall begin a city-initiated rezoning of the property back to industrial for Planning Commission recommendation and City Council action.

Part 3. SLUP requirement for residential development adjacent to industrial zones.

Proposal: Add new section requiring a Special Land Use Permit for new residential development adjoining to industrial.

Reason for Proposal: Locating new residential adjoining to industrial land creates potential conflicts. Moreover, there currently is no public hearing process for the adjoining industrial owner to be notified of the proposed residential development; to be apprised of the plans for the development; and to obtain a public hearing on the merits of the residential development and the potential negative impact on the industrial property and the public welfare. Imposing a SLUP requirement on residential development will require a full, public staff analysis and a full public hearing before City Council, with an opportunity for members of the Stonecrest Community and the adjoining industrial owners to be heard.

PART 3 RECOMMENDED TEXT CHANGES:

[NEW]

Sec. 4.2.62. – Special Land Use Permit (SLUP) required for residential development adjoining to industrial.

A special land use permit shall be required for any proposed residential development or construction which is adjoining to industrially zoned parcel(s), unless one or more of the following criteria are met:

A. A one hundred fifty (150) foot undisturbed transitional buffer zone exists or will be observed along the adjoining property line. The buffer zone may be within the residential parcel, the industrial parcel, or both.

B. The industrial parcel is separated from the residentially zoned parcel by a stream buffer.

C. The residential parcel is protected by conditions of zoning which were previously imposed on the industrial parcel for the purpose of protecting residential parcels.

D. The residential parcel was rezoned from industrial to residential at the request of a present or former property owner and conditions of rezoning were imposed on the residential parcel for the purpose of protecting the residential parcel.

STAFF RECOMMENDATION: Recommend Approval of all three parts of TMOD -21-013 to the City Council.

CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD-21-014

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 ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To hold a public hearing and take action on amendments to Stonecrest Zoning Ordinance, Chapter 27, Article 7 – Administration concerning the actions by the Planning Commission

FACTS: See staff report

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - TMOD-21-014 Staff Report

TMOD-21-014

PLANNING & ZONING STAFF REPORT

MEETING DATE: January 24, 2022

GENERAL INFORMATION

Petition Number: TMOD-21-014

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, Article 7 – Administration concerning the actions by the Planning Commission

FACTS AND ISSUES:

- At a recent work session, the City Council has requested that the provisions of the Article 7 of the Stonecrest Zoning Ordinance be revised to clarify the role and intent of all motions made by the Planning Commission.
- In particular, they want to limit all motions made by the Planning Commission to recommendations only to the City Council in keeping with their role as a recommeding body. This would remove the ability of the Planning Commission to defer action on case before transmital of the case to City Council.

Recommended Text Changes

Proposal: Clarify the list of motions that the Planning Commission can make at a public hearing.

Reasons for proposal: To simplify the and shorten the rezoning process.

Track Changes version of recommended changes

Sec. 7.3.7. Action by the planning commission.

The secretary of the planning commission shall provide the members of the planning commission complete information on each proposed application requiring a public hearing by the planning commission, including a copy of the application and all supporting materials. The planning commission, after conducting a public hearing with prior public notice as required by this article, shall consider the proposal and vote on its recommendation to the city council. Any

recommendation ~~of deferral of an application~~ by the planning commission shall not be binding on the city council. The planning commission may recommend approval of the application, recommend approval to a less intense zoning district or land use category than that requested by the applicant, recommend approval of the application with conditions, recommend denial of the application, recommend deferral of the application, or, upon request of the applicant, recommend withdrawal of the application without prejudice. In its recommendation of any application, the planning commission may recommend the imposition of conditions in accordance with section 7.3.9. All findings and recommendations of the planning commission relating to amendments to the official zoning map shall be made based on each of the standards and factors contained in section 7.3.5. All recommendations of the planning commission relating to amendments to the comprehensive plan maps shall be made based on each of the standards and factors contained in section 7.3.4. The secretary of the planning commission shall make and maintain a written record of the planning commission's consideration and recommendations, which shall be public record.

RECOMMENDED ACTION: Recommend Approval of TMOD-21-0141.

PLANNING COMMISSION RECOMMENDATION: Denial

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA, BY AMENDING DIVISION 3 (ZONING AND COMPREHENSIVE PLAN AMENDMENTS AND PROCEDURES)OF ARTICLE 7 ADMINISTRATION WITHIN CHAPTER 27 (ZONING ORDINANCE); TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and Council desire to amend Division 3 (Zoning and Comprehensive Plan Amendments and Procedures) within Article 7 (Administration) of Chapter 27 (Zoning Ordinance) of the City's Code; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Director of Planning and the Planning Commission can recommend approval based on the City Staff Report; and

WHEREAS, a public hearing pursuant to the provisions of the Zoning Procedures Act has been properly held prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, morals and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Stonecrest, Georgia is hereby amended by amending Division 3 (Zoning and Comprehensive Plan Amendments and Procedures) within Article 7 (Administration) of Chapter 27 (Zoning Ordinance) by adopting the provisions set forth in **Exhibit A** attached hereto and made a part by reference.

Section 2. That text added to current law appears in bold underlined. Text removed from current law appears struck through.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent

allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 7. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this ___ day of _____, 2022.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

_____
George Turner, Mayor Pro Tem

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

(SEE ATTACHED)

ARTICLE 7. - ADMINISTRATION
DIVISION 3. – ZONING AND COMPREHENSIVE PLAN AMENDMENTS AND PROCEDURES

Sec. 7.3.7. Action by the planning commission.

The secretary of the planning commission shall provide the members of the planning commission complete information on each proposed application requiring a public hearing by the planning commission, including a copy of the application and all supporting materials. The planning commission, after conducting a public hearing with prior public notice as required by this article, shall consider the proposal and vote on its recommendation to the city council. **Any recommendation** ~~of deferral of an application~~ by the planning commission shall not be binding on the city council. The planning commission may recommend approval of the application, **recommend** approval to a less intense zoning district or land use category than that requested by the applicant, **recommend** approval of the application with conditions, **recommend** denial of the application, **recommend** deferral of the application, or, upon request of the applicant, **recommend** withdrawal of the application without prejudice. In its recommendation of any application, the planning commission may recommend the imposition of conditions in accordance with section 7.3.9. All findings and recommendations of the planning commission relating to amendments to the official zoning map shall be made based on each of the standards and factors contained in section 7.3.5. All recommendations of the planning commission relating to amendments to the comprehensive plan maps shall be made based on each of the standards and factors contained in section 7.3.4. The secretary of the planning commission shall make and maintain a written record of the planning commission's consideration and recommendations, which shall be public record.

TMOD-21-014

PLANNING & ZONING STAFF REPORT

MEETING DATE: December 7, 2021

GENERAL INFORMATION

Petition Number: TMOD-21-014

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, Article 7 – Administration concerning the actions by the Planning Commission

FACTS AND ISSUES:

- At a recent work session, the City Council has requested that the provisions of the Article 7 of the Stonecrest Zoning Ordinance be revised to clarify the role and intent of all motions made by the Planning Commission.
- In particular, they want to limit all motions made by the Planning Commission to recommendations only to the City Council in keeping with their role as a recommeding body. This would remove the ability of the Planning Commission to defer action on case before transmital of the case to City Council.

Recommended Text Changes

Proposal: Clarify the list of motions that the Planning Commission can make at a public hearing.

Reasons for proposal: To simplify the and shorten the rezoning process.

Track Changes version of recommended changes

Sec. 7.3.7. Action by the planning commission.

The secretary of the planning commission shall provide the members of the planning commission complete information on each proposed application requiring a public hearing by the planning commission, including a copy of the application and all supporting materials. The planning commission, after conducting a public hearing with prior public notice as required by this article, shall consider the proposal and vote on its recommendation to the city council. Any

recommendation ~~of deferral of an application~~ by the planning commission shall not be binding on the city council. The planning commission may recommend approval of the application, recommend approval to a less intense zoning district or land use category than that requested by the applicant, recommend approval of the application with conditions, recommend denial of the application, recommend deferral of the application, or, upon request of the applicant, recommend withdrawal of the application without prejudice. In its recommendation of any application, the planning commission may recommend the imposition of conditions in accordance with section 7.3.9. All findings and recommendations of the planning commission relating to amendments to the official zoning map shall be made based on each of the standards and factors contained in section 7.3.5. All recommendations of the planning commission relating to amendments to the comprehensive plan maps shall be made based on each of the standards and factors contained in section 7.3.4. The secretary of the planning commission shall make and maintain a written record of the planning commission's consideration and recommendations, which shall be public record.

RECOMMENDED ACTION: Recommend Approval of TMOD-21-0141.

CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD-21-015

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 ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To hold a public hearing and take action on an amendment to the Stonecrest Zoning Ordinance, Chapter 27, Article 3, Overlay Districts addressing the rezoning and recording of property developed as permitted by an overlay district which is inconsistent with the uses permitted by the underlying zoning.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - TMOD-21-015 Staff Report
(2) Attachment 2 - TMOD-21-015 Track Changes

TMOD-21-015

PLANNING & ZONING STAFF REPORT

MEETING DATE: December 7, 2021

GENERAL INFORMATION

Petition Number: TMOD-21-015

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, Article 3, Overlay Districts to address the rezoning and recording of property developed as permitted by an overlay district which is inconsistent with the uses permitted by the underlying zoning.

FACTS AND ISSUES:

- The Overlay Zones allow uses to constructed that are inconsistent with the underlying zoning district. For example, Tier 1 of the Stonecrest Area Overlay allows the construction of uses permitted in C1, C2, OI, OD, and HR-2, regardless of the underlying zoning. C1, C2, OI, OD and HR-2 would be considered authorizing districts, since all land uses authorized in these districts are permitted within the Tier unless they are strictly prohibited by the Tier.
- Sec. 3.1.1 states "All development and building permits for lots located, in whole or in part, within any overlay district shall meet all of the regulations of the underlying zoning district in which they are located as well as all of the regulations of the applicable overlay district." This means that besides the uses permitted by the authorizing district, the uses allowed by the underlying district are permitted as well.
- Sometimes development is requested that is authorized but neither the underlying zoning nor the regulations of the overlay district offer guidance as so how they should be designed. For example, there have been situations where the underlying zoning is C-1, but the authorized use is townhomes or

single family homes, which are permitted under HR-2. One would assume the development standards of HR-2 would be controlling, but it is not stated in the code.

- Another issue is that there have been legal authorized uses built that do not conform to the underlying zoning, so the base zoning does not reflect the existing use on the property. This creates an issue when a provision of the zoning ordinance is triggered by the presence of a neighboring district, the best example of which is a buffer requirement.

RECOMMENDED ACTION: Recommend Approval to the City Council

ATTACHMENTS:

1. Proposed Changes to Chapter 27 – Zoning Ordinance

ARTICLE 3. OVERLAY DISTRICT REGULATIONS

DIVISION 1. OVERLAY DISTRICTS

Sec. 3.1.1. Overlay districts generally.

Overlay districts are supplemental to the zoning district classifications established in article 2 of this chapter. This section shall supersede the applicability statements in each overlay district except as provided in subsection (F) of this section, and are applicable as follows:

A. All development and building permits for lots located, in whole or in part, within any overlay district shall meet all of the regulations of the underlying zoning district in which they are located as well as all of the regulations of the applicable overlay district.

B. For new development after the effective date of the ordinance from which this chapter is derived, when no complete application for a land disturbance or building permit has been filed with respect to a property located within an overlay district and the property has conditions of zoning that were approved prior to, and in conflict with the overlay district regulations contained in this article, the overlay district regulations shall prevail. If a condition of zoning does not conflict with the overlay district regulations, the condition of zoning shall remain applicable to the property.

C. For existing development, if overlay district regulations conflict with the conditions of zoning applicable to property within in an overlay district, the existing zoning conditions remain applicable to the property.

D. If overlay district regulations conflict with other regulations contained in this chapter, the overlay district regulations shall prevail.

E. The use of property may be permitted without rezoning if listed as allowed by the overlay. Uses allowed by the underlying zoning in article 4 of this chapter, shall also be permitted in the overlay district, unless they are listed as prohibited within the overlay district.

F. Each application for a business license, land disturbance permit, building permit or sign permit, which involves the development, use, exterior alteration, exterior modification or addition of any structure, must demonstrate compliance with all overlay district regulations, subject to article 8 of this chapter, nonconforming uses, structures and buildings.

G. The zoning district designations contained in article 3 of this chapter, titled Overlay District Regulations, were not revised to reflect the new zoning district designations utilized in the updated zoning ordinance. Any discontinued zoning district references contained in this article 3 of this chapter shall therefore be construed using the conversion chart contained in Table 1.1 of article 1 of the zoning ordinance, and applied as appropriate to the updated provision of the zoning ordinance.

H, When a plan package for a proposed development is submitted for conceptual plan review or a final design package approval for a land disturbance or building permit application, the governing district by related to design or dimensional standards by which the development will be reviewed under must be clearly stated. That governing district standards must be associated with either the underlying zoning district, or an authorized district as permitted by the applicable Overlay Tier at the time of application submittal.

I. If the governing underlying district does not match the existing underlying district, the city may initiate a rezoning of the underlying property to the governing district, with property owner approval, at any point after final plat approval or the issuance of a Certification of Occupancy.

(Ord. of 8-2-2017, § 1(3.1.1))

Sec. 3.1.2. Purpose and intent.

Each Subarea Overlay has its own purpose and intent based on original overlay requirements.

(Ord. of 8-2-2017, § 1(3.1.2))

Sec. 3.1.3. Plan submittal, review and approval.

A. *Pre-submittal conference.* Prior to the submittal for review of a land disturbance or building permit application for property located within an overlay district, the applicant and the staff shall have a preliminary meeting to discuss the submittal requirements.

B. *Conceptual plan submittal requirements.* As part of any land-disturbance permit, building permit, or sign permit application, the applicant shall submit to the director of planning a conceptual plan package and a final design package. Each package must include full architectural and landscape plans and specifications. The submitted plans must include a site plan, architectural elevations and sections; renderings depicting the building design including elevations and architectural details of proposed buildings, exterior materials and colors, and plans and elevations of all hardscape, landscape and signs, all of which shall demonstrate that the proposed design is in compliance with all the requirements of the applicable overlay district and the underlying zoning classification. The plans must clearly state the governing district requirements by which the plans will be reviewed. If the proposed development is also located in an historic district as designated in the Code, the development shall also comply with the regulations established for the historic district in chapter 13.5 of the DeKalb County Code.

C. *Review by staff.* Staff will review the conceptual plans for compliance with specifications and design guidelines contained in this zoning ordinance for the governing district requested by the applicant. If the application fails to comply with any section in this zoning ordinance, the application shall be marked "failed compliance," shall be returned to the applicant with any comments and/or redlines for revisions, and may be re-submitted with corrections addressing the staffs comments and/or redlines for further consideration. Once the application is found to be in compliance, the final design shall be forwarded to the director of planning for approval.

   1. Where the director of planning determines that said plans comply with the requirements of the overlay district, the director of planning shall approve the plans for compliance as part of the application for land disturbance, building or signs permits.

   2. Where the director of planning determines that submitted conceptual plans do not comply with the requirements of this chapter, then the director of planning shall notify the applicant in writing of the manner in which the conceptual plans fail to comply with such requirements. All applications shall be considered and decided by the director of planning within 30 days of receipt of a complete application.

   3. Any appeal to vary overlay district development standards shall be to the zoning board of appeals pursuant to article 7 of this chapter.

D. *Fees.* Plans shall be accompanied by an application and payment of a fee in an amount determined by the city council.

(Ord. of 8-2-2017, § 1(3.1.3))

Sec. 3.1.4. Conceptual plan package review.

A. The conceptual plan package shall include the following:

1. A narrative addressing the proposed development explaining how it meets the purpose, intent, and standards of this article. The narrative shall include a statement of what governing district review standards will be applied. The narrative shall include a tabulation of the approximate number of acres for each different land use type within the project, the approximate number of dwelling units by type, the approximate gross residential density, the approximate commercial density as well as square feet, the common open space acreage, the approximate open space acreage, the anticipated number, type and size of recreational facilities and other public amenities, and the legal mechanism for protecting and maintaining common/public open, as required in article 5 of this chapter;

2. A site location map showing the proposed development, abutting properties, the access connections of the proposed development to surrounding and existing development, and transitional buffer zones, if required;

3. A multi-modal access plan, prepared at a scale not greater than one inch equals 100 feet, to demonstrate a unified plan of continuous access to and between all structures in the proposed development and adjacent properties where connections are appropriate. The multi-modal access plan shall cover the entire proposed development along with public right-of-way of adjoining streets and any other property lying between the subject property and any primary or secondary streets. Safe and convenient pathways shall be provided from sidewalks along streets to each structure entrance, including pedestrian access routes across parking lots and between adjacent buildings within the same development. Connections to available transportation nodes, such as driveways, sidewalks, and bike paths shall be shown along adjacent streets and those entering adjoining properties. Where an existing or planned public transportation station or stop is within 1,250 feet from the nearest boundary of the subject property, the access plan shall show how pedestrians may safely travel from such station or stop to the subject property. Where an existing or planned bike path is located within 1,500 feet from the nearest boundary of the subject property, the access plan shall show how safe, continuous and convenient bicycle access shall be provided to the subject property.

4. Two copies of a plan drawn to a designated scale of not less than one inch equals 100 feet, certified by a professional engineer or land surveyor licensed by the state, presented on a sheet having a maximum size of 24 inches by 36 inches, and one 8½ inches by 11 inches reduction of the plan. A .jpg copy of the plan shall be e-mailed to the director of planning. If presented on more than one sheet, match lines shall clearly indicate where the several sheets join. Such plan shall contain the following information:

   a. Boundaries of the entire property proposed to be included in the development, with bearings and distances of the perimeter property lines;

   b. Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics;

   c. Location and approximate dimensions in length and width, for landscape strips and required transitional buffers, if any;

   d. Existing topography with a maximum contour interval of five feet and a statement indicating whether it is an air survey or field run;

   e. Delineation of any floodplain designated by the Federal Emergency Management Agency, United States Geological Survey, or City of Stonecrest;

   f. Delineation of any jurisdictional wetlands, as defined by section 404 of the Federal Clean Water Act;

g. Approximate delineation of any significant historic or archaeological feature, grave, object or structure marking a place of burial if known, and a statement indicating how the proposed development will impact it;

h. Delineation of all existing structures and whether they will be retained or demolished;

i. General location, in conceptual form, of proposed uses, lots, buildings, building types and building entrances;

j. Height and setback of all existing and proposed buildings and structures;

k. Location, size and number of all on-street and off-street parking spaces, including a shared parking analysis, if shared parking is proposed;

l. Identification of site access points and layout, width of right-of-way and paved sections of all internal streets;

m. Conceptual plans for drainage with approximate location and estimated size of all proposed stormwater management facilities and a statement as to the type of facility proposed;

n. Development density and lot sizes for each type of use;

o. Areas to be held in joint ownership, common ownership or control;

p. Identification of site access points and layout, width of right-of-way and paved sections of all internal streets;

q. Location of proposed sidewalks and bicycle facilities, trails, recreation areas, parks, and other public or community uses, facilities, or structures on the site;

r. Conceptual layout of utilities and location of all existing and proposed utility easements having a width of ten feet or more;

s. Standard details of signs, sidewalks, streetlights, driveways, medians, curbs and gutters, landscaped areas, fencing, street furniture, bicycle lanes, streets, alleys, and other public improvements demonstrating compliance with the design guidelines for the overlay district; and

t. Seal and signature of the professional preparing the plan.

5. Two copies of the conceptual building designs including elevation drawings drawn to a scale of not less than one-sixteenth-inch equals one foot showing architectural details of proposed building, exterior materials, all of which demonstrate that the proposed design is in compliance with the Subarea Overlay District in which it is located. Drawings shall be presented on a sheet having a maximum size of 24 inches by 36 inches, along with one 8½ inches by 11 inches reduction of each sheet. A .pdf copy of the drawings shall be e-mailed to the director of planning. If the drawings are presented on more than one sheet, match lines shall clearly indicate where the several sheets join.

6. Lighting plan. See article 5 of this chapter.

7. Traffic study. See article 5 of this chapter.

(Ord. of 8-2-2017, § 1(3.1.4))

Sec. 3.1.5. Final design package.

Upon receiving and addressing the city's comments with respect to the conceptual design package, the applicant must submit the final design package, including color .pdf copies, for review and approval. The final design package must contain a statement of which governing district standards are being applied, full architectural and landscape plans, site plan, elevations, section renderings depicting the building design containing elevations and architectural detailing of proposed buildings, exterior materials and color, and plans and elevations of hardscape landscape and signs all of which must demonstrate compliance with overlay district regulations. All items and specifications necessary for obtaining land disturbance and building permits must be submitted with the final design package. The applicant may submit the final design package simultaneously with the land disturbance or building permit application, as applicable.

(Ord. of 8-2-2017, § 1(3.1.5))

Article 9 – Definitions

Section 9.1.3 Defined Terms

District, Zoning – Any district delineated on the official zoning map under the terms and provisions of this ordinance, or which may be created after the enactment of this ordinance for which regulations governing the area, height, use of buildings, or use of land, and other regulations related to development or maintenance of uses or structures are uniform.

District, base zoning– see Underlying District

District, underlying zoning – Any zoning district that lies within or under the boundaries of an overlay zoning district, also known as base zoning district.

District, overlay zoning – a zoning district where certain additional requirements are superimposed upon an underlying or base zoning district and where the requirements of the underlying or base district may or may not be altered.

District, authorized zoning – a zoning district other than the base or underlying zoning district that is called out in the provisions of an overlay zoning district to described what uses are permitted or authorized to be developed within that overlay zoning district.

District, governing zoning – an underlying or authorized zoning district within an overlay zoning district by which the design and dimensional standards of any existing or proposed development must adhere to. Also used to determine site requirements on adjacent properties, such as buffers

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA, BY AMENDING DIVISION 1 (OVERLAY DISTRICTS) OF ARTICLE 3 (OVERLAY DISTRICT REGULATIONS) AND ARTICLE 9 (DEFINITIONS) WITHIN CHAPTER 27 (ZONING ORDINANCE); TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and Council desire to amend Division 1 (Overlay Districts) within Article 3 (Overlay District Regulations) and Article 9 (Definitions) of Chapter 27 (Zoning Ordinance) of the City's Code; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Director of Planning and the Planning Commission can recommend approval based on the City Staff Report; and

WHEREAS, a public hearing pursuant to the provisions of the Zoning Procedures Act has been properly held prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, morals and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Stonecrest, Georgia is hereby amended by amending Division 1 (Overlay Districts) within Article 3 (Overlay District Regulations) and Article 9 (Definitions) of Chapter 27 (Zoning Ordinance) by adopting the provisions set forth in Exhibit A attached hereto and made a part by reference.

Section 2. That text added to current law appears in bold underlined. Text removed from current law appears struck through.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent

allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 7. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this ___ day of _____, 2022.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

_____

George Turner, Mayor Pro Tem

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A

(SEE ATTACHED)

ARTICLE 3. - OVERLAY DISTRICT REGULATIONS
DIVISION 1. – OVERLAY DISTRICTS

Sec. 3.1.1. Overlay districts generally.

Overlay districts are supplemental to the zoning district classifications established in article 2 of this chapter. This section shall supersede the applicability statements in each overlay district except as provided in subsection (F) of this section, and are applicable as follows:

A. All development and building permits for lots located, in whole or in part, within any overlay district shall meet all of the regulations of the underlying zoning district in which they are located as well as all of the regulations of the applicable overlay district.

B. For new development after the effective date of the ordinance from which this chapter is derived, when no complete application for a land disturbance or building permit has been filed with respect to a property located within an overlay district and the property has conditions of zoning that were approved prior to, and in conflict with the overlay district regulations contained in this article, the overlay district regulations shall prevail. If a condition of zoning does not conflict with the overlay district regulations, the condition of zoning shall remain applicable to the property.

C. For existing development, if overlay district regulations conflict with the conditions of zoning applicable to property within in an overlay district, the existing zoning conditions remain applicable to the property.

D. If overlay district regulations conflict with other regulations contained in this chapter, the overlay district regulations shall prevail.

E. The use of property may be permitted without rezoning if listed as allowed by the overlay. Uses allowed by the underlying zoning in article 4 of this chapter, shall also be permitted in the overlay district, unless they are listed as prohibited within the overlay district.

F. Each application for a business license, land disturbance permit, building permit or sign permit, which involves the development, use, exterior alteration, exterior modification or addition of any structure, must demonstrate compliance with all overlay district regulations, subject to article 8 of this chapter, nonconforming uses, structures and buildings.

G. The zoning district designations contained in article 3 of this chapter, titled Overlay District Regulations, were not revised to reflect the new zoning district designations utilized in the updated zoning ordinance. Any discontinued zoning district references contained in this article 3 of this chapter shall therefore be construed using the conversion chart contained in Table 1.1 of article 1 of the zoning ordinance, and applied as appropriate to the updated provision of the zoning ordinance.

H. When a plan package for a proposed development is submitted for conceptual plan review or a final design package approval for a land disturbance or building permit application, the governing district by related to design or dimensional standards by which the development will be reviewed under must be clearly stated. That governing district standards must be associated with either the underlying zoning district, or an authorized district as permitted by the applicable Overlay Tier at the time of application submittal.

I. If the governing underlying district does not match the existing underlying district, the city may initiate a rezoning of the underlying property to the governing district, with property owner approval, at any point after final plat approval or the issuance of a Certification of Occupancy.

(Ord. of 8-2-2017, § 1(3.1.1))

Sec. 3.1.2. Purpose and intent.

Each Subarea Overlay has its own purpose and intent based on original overlay requirements.

(Ord. of 8-2-2017, § 1(3.1.2))

Sec. 3.1.3. Plan submittal, review and approval.

A. *Pre-submittal conference.* Prior to the submittal for review of a land disturbance or building permit application for property located within an overlay district, the applicant and the staff shall have a preliminary meeting to discuss the submittal requirements.

B. *Conceptual plan submittal requirements.* As part of any land-disturbance permit, building permit, or sign permit application, the applicant shall submit to the director of planning a conceptual plan package and a final design package. Each package must include full architectural and landscape plans and specifications. The submitted plans must include a site plan, architectural elevations and sections; renderings depicting the building design including elevations and architectural details of proposed buildings, exterior materials and colors, and plans and elevations of all hardscape, landscape and signs, all of which shall demonstrate that the proposed design is in compliance with all the requirements of the applicable overlay district and the underlying zoning classification. **The plans must clearly state the governing district requirements by which the plans will be reviewed.** If the proposed development is also located in an historic district as designated in the Code, the development shall also comply with the regulations established for the historic district in chapter 13.5 of the DeKalb County Code.

C. *Review by staff.* Staff will review the conceptual plans for compliance with specifications and design guidelines contained in this zoning ordinance **for the governing district requested by the applicant.** If the application fails to comply with any section in this zoning ordinance, the application shall be marked "failed compliance," shall be returned to the applicant with any comments and/or redlines for revisions, and may be re-submitted with corrections addressing the staff's comments and/or redlines for further consideration. Once the application is found to be in compliance, the final design shall be forwarded to the director of planning for approval.

1. Where the director of planning determines that said plans comply with the requirements of the overlay district, the director of planning shall approve the plans for compliance as part of the application for land disturbance, building or signs permits.

2. Where the director of planning determines that submitted conceptual plans do not comply with the requirements of this chapter, then the director of planning shall notify the applicant in writing of the manner in which the conceptual plans fail to comply with such requirements. All applications shall be considered and decided by the director of planning within 30 days of receipt of a complete application.

3. Any appeal to vary overlay district development standards shall be to the zoning board of appeals pursuant to article 7 of this chapter.

D. *Fees.* Plans shall be accompanied by an application and payment of a fee in an amount determined by the city council.

(Ord. of 8-2-2017, § 1(3.1.3))

Sec. 3.1.4. Conceptual plan package review.

A. The conceptual plan package shall include the following:

1. A narrative addressing the proposed development explaining how it meets the purpose, intent, and standards of this article. **The narrative shall include a statement of what governing district review**

standards will be applied. The narrative shall include a tabulation of the approximate number of acres for each different land use type within the project, the approximate number of dwelling units by type, the approximate gross residential density, the approximate commercial density as well as square feet, the common open space acreage, the approximate open space acreage, the anticipated number, type and size of recreational facilities and other public amenities, and the legal mechanism for protecting and maintaining common/public open, as required in article 5 of this chapter;

2. A site location map showing the proposed development, abutting properties, the access connections of the proposed development to surrounding and existing development, and transitional buffer zones, if required;

3. A multi-modal access plan, prepared at a scale not greater than one inch equals 100 feet, to demonstrate a unified plan of continuous access to and between all structures in the proposed development and adjacent properties where connections are appropriate. The multi-modal access plan shall cover the entire proposed development along with public right-of-way of adjoining streets and any other property lying between the subject property and any primary or secondary streets. Safe and convenient pathways shall be provided from sidewalks along streets to each structure entrance, including pedestrian access routes across parking lots and between adjacent buildings within the same development. Connections to available transportation nodes, such as driveways, sidewalks, and bike paths shall be shown along adjacent streets and those entering adjoining properties. Where an existing or planned public transportation station or stop is within 1,250 feet from the nearest boundary of the subject property, the access plan shall show how pedestrians may safely travel from such station or stop to the subject property. Where an existing or planned bike path is located within 1,500 feet from the nearest boundary of the subject property, the access plan shall show how safe, continuous and convenient bicycle access shall be provided to the subject property.

4. Two copies of a plan drawn to a designated scale of not less than one inch equals 100 feet, certified by a professional engineer or land surveyor licensed by the state, presented on a sheet having a maximum size of 24 inches by 36 inches, and one 8½ inches by 11 inches reduction of the plan. A .jpg copy of the plan shall be e-mailed to the director of planning. If presented on more than one sheet, match lines shall clearly indicate where the several sheets join. Such plan shall contain the following information:

   a. Boundaries of the entire property proposed to be included in the development, with bearings and distances of the perimeter property lines;

   b. Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics;

   c. Location and approximate dimensions in length and width, for landscape strips and required transitional buffers, if any;

   d. Existing topography with a maximum contour interval of five feet and a statement indicating whether it is an air survey or field run;

   e. Delineation of any floodplain designated by the Federal Emergency Management Agency, United States Geological Survey, or City of Stonecrest;

   f. Delineation of any jurisdictional wetlands, as defined by section 404 of the Federal Clean Water Act;

   g. Approximate delineation of any significant historic or archaeological feature, grave, object or structure marking a place of burial if known, and a statement indicating how the proposed development will impact it;

   h. Delineation of all existing structures and whether they will be retained or demolished;

   i. General location, in conceptual form, of proposed uses, lots, buildings, building types and building entrances;

j. Height and setback of all existing and proposed buildings and structures;

k. Location, size and number of all on-street and off-street parking spaces, including a shared parking analysis, if shared parking is proposed;

l. Identification of site access points and layout, width of right-of-way and paved sections of all internal streets;

m. Conceptual plans for drainage with approximate location and estimated size of all proposed stormwater management facilities and a statement as to the type of facility proposed;

n. Development density and lot sizes for each type of use;

o. Areas to be held in joint ownership, common ownership or control;

p. Identification of site access points and layout, width of right-of-way and paved sections of all internal streets;

q. Location of proposed sidewalks and bicycle facilities, trails, recreation areas, parks, and other public or community uses, facilities, or structures on the site;

r. Conceptual layout of utilities and location of all existing and proposed utility easements having a width of ten feet or more;

s. Standard details of signs, sidewalks, streetlights, driveways, medians, curbs and gutters, landscaped areas, fencing, street furniture, bicycle lanes, streets, alleys, and other public improvements demonstrating compliance with the design guidelines for the overlay district; and

t. Seal and signature of the professional preparing the plan.

5. Two copies of the conceptual building designs including elevation drawings drawn to a scale of not less than one-sixteenth-inch equals one foot showing architectural details of proposed building, exterior materials, all of which demonstrate that the proposed design is in compliance with the Subarea Overlay District in which it is located. Drawings shall be presented on a sheet having a maximum size of 24 inches by 36 inches, along with one 8½ inches by 11 inches reduction of each sheet. A .pdf copy of the drawings shall be e-mailed to the director of planning. If the drawings are presented on more than one sheet, match lines shall clearly indicate where the several sheets join.

6. Lighting plan. See article 5 of this chapter.

7. Traffic study. See article 5 of this chapter.

(Ord. of 8-2-2017, § 1(3.1.4))

Sec. 3.1.5. Final design package.

Upon receiving and addressing the city's comments with respect to the conceptual design package, the applicant must submit the final design package, including color .pdf copies, for review and approval. The final design package **must contain a statement of which governing district standards are being applied**, full architectural and landscape plans, site plan, elevations, section renderings depicting the building design containing elevations and architectural detailing of proposed buildings, exterior materials and color, and plans and elevations of hardscape landscape and signs all of which must demonstrate compliance with overlay district regulations. All items and specifications necessary for obtaining land disturbance and building permits must be submitted with the final design package. The applicant may submit the final design package simultaneously with the land disturbance or building permit application, as applicable.

(Ord. of 8-2-2017, § 1(3.1.5)

Article 9 – Definitions

Section 9.1.3 Defined Terms

District, authorized zoning – a zoning district other than the base or underlying zoning district that is called out in the provisions of an overlay zoning district to described what uses are permitted or authorized to be developed within that overlay zoning district.

District, base zoning– see Underlying District

District, governing zoning – an underlying or authorized zoning district within an overlay zoning district by which the design and dimensional standards of any existing or proposed development must adhere to. Also used to determine site requirements on adjacent properties, such as buffers.

District, overlay zoning – a zoning district where certain additional requirements are superimposed upon an underlying or base zoning district and where the requirements of the underlying or base district may or may not be altered.

District, underlying zoning – Any zoning district that lies within or under the boundaries of an overlay zoning district, also known as base zoning district.

District, Zoning – Any district delineated on the official zoning map under the terms and provisions of this ordinance, or which may be created after the enactment of this ordinance for which regulations governing the area, height, use of buildings, or use of land, and other regulations related to development or maintenance of uses or structures are uniform.

TMOD-21-015

PLANNING & ZONING STAFF REPORT

MEETING DATE: December 7, 2021

GENERAL INFORMATION

Petition Number: TMOD-21-015

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, Article 3, Overlay Districts to address the rezoning and recording of property developed as permitted by an overlay district which is inconsistent with the uses permitted by the underlying zoning.

FACTS AND ISSUES:

- The Overlay Zones allow uses to constructed that are inconsistent with the underlying zoning district. For example, Tier 1 of the Stonecrest Area Overlay allows the construction of uses permitted in C1, C2, OI, OD, and HR-2, regardless of the underlying zoning. C1, C2, OI, OD and HR-2 would be considered authorizing districts, since all land uses authorized in these districts are permitted within the Tier unless they are strictly prohibited by the Tier.
- Sec. 3.1.1 states "All development and building permits for lots located, in whole or in part, within any overlay district shall meet all of the regulations of the underlying zoning district in which they are located as well as all of the regulations of the applicable overlay district." This means that besides the uses permitted by the authorizing district, the uses allowed by the underlying district are permitted as well.
- Sometimes development is requested that is authorized but neither the underlying zoning nor the regulations of the overlay district offer guidance as so how they should be designed. For example, there have been situations where the underlying zoning is C-1, but the authorized use is townhomes or

single family homes, which are permitted under HR-2. One would assume the development standards of HR-2 would be controlling, but it is not stated in the code.

- Another issue is that there have been legal authorized uses built that do not conform to the underlying zoning, so the base zoning does not reflect the existing use on the property. This creates an issue when a provision of the zoning ordinance is triggered by the presence of a neighboring district, the best example of which is a buffer requirement.

RECOMMENDED ACTION: Recommend Approval to the City Council

ATTACHMENTS:

1. Proposed Changes to Chapter 27 – Zoning Ordinance

ARTICLE 3. OVERLAY DISTRICT REGULATIONS

DIVISION 1. OVERLAY DISTRICTS

Sec. 3.1.1. Overlay districts generally.

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A. All development and building permits for lots located, in whole or in part, within any overlay district shall meet all of the regulations of the underlying zoning district in which they are located as well as all of the regulations of the applicable overlay district.

B. For new development after the effective date of the ordinance from which this chapter is derived, when no complete application for a land disturbance or building permit has been filed with respect to a property located within an overlay district and the property has conditions of zoning that were approved prior to, and in conflict with the overlay district regulations contained in this article, the overlay district regulations shall prevail. If a condition of zoning does not conflict with the overlay district regulations, the condition of zoning shall remain applicable to the property.

C. For existing development, if overlay district regulations conflict with the conditions of zoning applicable to property within in an overlay district, the existing zoning conditions remain applicable to the property.

D. If overlay district regulations conflict with other regulations contained in this chapter, the overlay district regulations shall prevail.

E. The use of property may be permitted without rezoning if listed as allowed by the overlay. Uses allowed by the underlying zoning in article 4 of this chapter, shall also be permitted in the overlay district, unless they are listed as prohibited within the overlay district.

F. Each application for a business license, land disturbance permit, building permit or sign permit, which involves the development, use, exterior alteration, exterior modification or addition of any structure, must demonstrate compliance with all overlay district regulations, subject to article 8 of this chapter, nonconforming uses, structures and buildings.

G. The zoning district designations contained in article 3 of this chapter, titled Overlay District Regulations, were not revised to reflect the new zoning district designations utilized in the updated zoning ordinance. Any discontinued zoning district references contained in this article 3 of this chapter shall therefore be construed using the conversion chart contained in Table 1.1 of article 1 of the zoning ordinance, and applied as appropriate to the updated provision of the zoning ordinance.

H. When a plan package for a proposed development is submitted for conceptual plan review or a final design package approval for a land disturbance or building permit application, the governing district by related to design or dimensional standards by which the development will be reviewed under must be clearly stated. That governing district standards must be associated with either the underlying zoning district, or an authorized district as permitted by the applicable Overlay Tier at the time of application submittal.

I. If the governing underlying district does not match the existing underlying district, the city may initiate a rezoning of the underlying property to the governing district, with property owner approval, at any point after final plat approval or the issuance of a Certification of Occupancy.

(Ord. of 8-2-2017, § 1(3.1.1))

Sec. 3.1.2. Purpose and intent.

Each Subarea Overlay has its own purpose and intent based on original overlay requirements.

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Sec. 3.1.3. Plan submittal, review and approval.

A. *Pre-submittal conference.* Prior to the submittal for review of a land disturbance or building permit application for property located within an overlay district, the applicant and the staff shall have a preliminary meeting to discuss the submittal requirements.

B. *Conceptual plan submittal requirements.* As part of any land-disturbance permit, building permit, or sign permit application, the applicant shall submit to the director of planning a conceptual plan package and a final design package. Each package must include full architectural and landscape plans and specifications. The submitted plans must include a site plan, architectural elevations and sections; renderings depicting the building design including elevations and architectural details of proposed buildings, exterior materials and colors, and plans and elevations of all hardscape, landscape and signs, all of which shall demonstrate that the proposed design is in compliance with all the requirements of the applicable overlay district and the underlying zoning classification. The plans must clearly state the governing district requirements by which the plans will be reviewed. If the proposed development is also located in an historic district as designated in the Code, the development shall also comply with the regulations established for the historic district in chapter 13.5 of the DeKalb County Code.

C. *Review by staff.* Staff will review the conceptual plans for compliance with specifications and design guidelines contained in this zoning ordinance for the governing district requested by the applicant. If the application fails to comply with any section in this zoning ordinance, the application shall be marked "failed compliance," shall be returned to the applicant with any comments and/or redlines for revisions, and may be re-submitted with corrections addressing the staffs comments and/or redlines for further consideration. Once the application is found to be in compliance, the final design shall be forwarded to the director of planning for approval.

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1. A narrative addressing the proposed development explaining how it meets the purpose, intent, and standards of this article. The narrative shall include a statement of what governing district review standards will be applied. The narrative shall include a tabulation of the approximate number of acres for each different land use type within the project, the approximate number of dwelling units by type, the approximate gross residential density, the approximate commercial density as well as square feet, the common open space acreage, the approximate open space acreage, the anticipated number, type and size of recreational facilities and other public amenities, and the legal mechanism for protecting and maintaining common/public open, as required in article 5 of this chapter;

2. A site location map showing the proposed development, abutting properties, the access connections of the proposed development to surrounding and existing development, and transitional buffer zones, if required;

3. A multi-modal access plan, prepared at a scale not greater than one inch equals 100 feet, to demonstrate a unified plan of continuous access to and between all structures in the proposed development and adjacent properties where connections are appropriate. The multi-modal access plan shall cover the entire proposed development along with public right-of-way of adjoining streets and any other property lying between the subject property and any primary or secondary streets. Safe and convenient pathways shall be provided from sidewalks along streets to each structure entrance, including pedestrian access routes across parking lots and between adjacent buildings within the same development. Connections to available transportation nodes, such as driveways, sidewalks, and bike paths shall be shown along adjacent streets and those entering adjoining properties. Where an existing or planned public transportation station or stop is within 1,250 feet from the nearest boundary of the subject property, the access plan shall show how pedestrians may safely travel from such station or stop to the subject property. Where an existing or planned bike path is located within 1,500 feet from the nearest boundary of the subject property, the access plan shall show how safe, continuous and convenient bicycle access shall be provided to the subject property.

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   a. Boundaries of the entire property proposed to be included in the development, with bearings and distances of the perimeter property lines;

   b. Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat and on all supporting graphics;

   c. Location and approximate dimensions in length and width, for landscape strips and required transitional buffers, if any;

   d. Existing topography with a maximum contour interval of five feet and a statement indicating whether it is an air survey or field run;

   e. Delineation of any floodplain designated by the Federal Emergency Management Agency, United States Geological Survey, or City of Stonecrest;

   f. Delineation of any jurisdictional wetlands, as defined by section 404 of the Federal Clean Water Act;

g. Approximate delineation of any significant historic or archaeological feature, grave, object or structure marking a place of burial if known, and a statement indicating how the proposed development will impact it;

h. Delineation of all existing structures and whether they will be retained or demolished;

i. General location, in conceptual form, of proposed uses, lots, buildings, building types and building entrances;

j. Height and setback of all existing and proposed buildings and structures;

k. Location, size and number of all on-street and off-street parking spaces, including a shared parking analysis, if shared parking is proposed;

l. Identification of site access points and layout, width of right-of-way and paved sections of all internal streets;

m. Conceptual plans for drainage with approximate location and estimated size of all proposed stormwater management facilities and a statement as to the type of facility proposed;

n. Development density and lot sizes for each type of use;

o. Areas to be held in joint ownership, common ownership or control;

p. Identification of site access points and layout, width of right-of-way and paved sections of all internal streets;

q. Location of proposed sidewalks and bicycle facilities, trails, recreation areas, parks, and other public or community uses, facilities, or structures on the site;

r. Conceptual layout of utilities and location of all existing and proposed utility easements having a width of ten feet or more;

s. Standard details of signs, sidewalks, streetlights, driveways, medians, curbs and gutters, landscaped areas, fencing, street furniture, bicycle lanes, streets, alleys, and other public improvements demonstrating compliance with the design guidelines for the overlay district; and

t. Seal and signature of the professional preparing the plan.

5. Two copies of the conceptual building designs including elevation drawings drawn to a scale of not less than one-sixteenth-inch equals one foot showing architectural details of proposed building, exterior materials, all of which demonstrate that the proposed design is in compliance with the Subarea Overlay District in which it is located. Drawings shall be presented on a sheet having a maximum size of 24 inches by 36 inches, along with one 8½ inches by 11 inches reduction of each sheet. A .pdf copy of the drawings shall be e-mailed to the director of planning. If the drawings are presented on more than one sheet, match lines shall clearly indicate where the several sheets join.

6. Lighting plan. See article 5 of this chapter.

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District, Zoning – Any district delineated on the official zoning map under the terms and provisions of this ordinance, or which may be created after the enactment of this ordinance for which regulations governing the area, height, use of buildings, or use of land, and other regulations related to development or maintenance of uses or structures are uniform.

CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD-21-016

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 ONLY**

Date Submitted: Thursday, January 13, 2022

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

Current Council Meeting: Monday, January 24, 2022

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

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To hold a public hearing and take action on an Amendment to the Stonecrest Zoning Ordinance, Chapter 27, Article 4, revisions to supplemental use provisions, including the provisions for Solar Energy, Distilleries and Breweries, and Towing and Wreckage Services.

FACTS: See staff report

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - TMOD-21-016 Staff Report

TMOD-21-016

PLANNING & ZONING STAFF REPORT

MEETING DATE: January 24, 2022

GENERAL INFORMATION

Petition Number: TMOD-21-016

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, Article 4, revisions to supplemental use provisions, including the provisions for Micro-Distilleries, Craft Distilleries, Craft Breweries, Brew Pubs, Beer Growlers Towing and Wreckage Services, and Solar Energy.

FACTS AND ISSUES:

- The Zoning Ordinance permits several uses that need further definition and supplemental use criteria for proper administration.
- Distillery and brewery related uses should be defined by scale of operation and type of customer interaction, making distinction between commercial use and industrial use.
- Towing and Wreckage Services sites should be screened from view similar to how gravel parking lots are to improve community aesthetics
- Solar energy generation as a accessory use does exist in community but there is no defintion or regulations regarding their use.

RECOMMENDED ACTION: Recommend approval of TMOD-21-016

PLANNING COMMISSION RECOMMENDATION: Approval

ATTACHMENTS:

1. Revisions to the zoning Ordinance related to Distillery and Brewery related uses
2. Revisions to the Zoning Ordinance related to Towing and Wreckage Services

3. Revisions to the Zoning Ordinance with regard to Solar Energy Systems

TMOD-21-016

STONECREST ZONING ORDINANCE UPDATE

1. Revisions to the Zoning Ordinance related to Distillery and Brewery related uses

A. Add definitions of brewery and distillery related uses

Proposal: To clarify the terms and definitions used to describe land uses associated with breweries and distilleries found in Article 9, Definitions, Sec 9.1.3 Defined terms.

Brewpub means any eating establishment which derives at least 50 percent of its total annual gross food and beverage revenue from the sale of prepared meals and food and in which beer or malt beverages are manufactured or brewed subject to the barrel production limits and regulations under state law.

Craft brewery (also known as micro-brewery) means a building or group of buildings where beer is brewed, bottled, packaged, and distributed for wholesale and/or retail distribution, and that produces small amounts of beer or malt beverage, less than 12,000 gallons in a calendar year. Much smaller than large-scale corporate breweries, these businesses are typically independently owned. Such breweries are generally characterized by their emphasis on quality, flavor and brewing technique.

Craft distillery (also known as micro-distillery) means a building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution in small quantity, less than 12,000 gallons per calendar year and in which such manufactured distilled spirits may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.2.

Growler means a professionally sanitized reusable container not exceeding 64 ounces in volume used to transport draft beer for off-premises consumption.

Growler Store means a retail store that sales growlers

Large-scale brewery means a building or group of buildings where beer is brewed, bottled, packaged, and distributed for wholesale and/or retail distribution, and that produces more than 12,000 gallons in a calendar year.

Large-scale distillery means a building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution in large quantity, more than 12,000 gallons per calendar year.

B. Revise the Permitted Use Table, Sec. 4.3.1 with regard to brewery and distillery related uses

Brewery and distillery related uses are only permitted with certain commercial, mixed-use and industrial land use categories as shown in the modified use table below. Note brewpubs/Brew Growlers are already listed in the Permitted use table

	NS	C-1	C-2	M	M-2	MU Districts	See Section 4.2
Brewpub/ Beer Growler, accessory	P	P	P	P		P	
Craft Brewery		P	P	P		SP	✓
Craft Distillery		P	P	P		SP	✓
Large scale brewery					P		
Large scale Distillery					P		

C. Add supplemental use regulations regarding Craft Distilleries and Craft Breweries

[NEW, Section number is temporary and to be set after adoption]
Sec. 4.2.59 Craft breweries and Craft distilleries

(1) Shall be subject to all regulations of Chapter 4 of the Stonecrest Code of Ordinances concerning alcoholic beverages:

(2) Shall be a maximum of 20,000 square feet.

(3) No outdoor public address system shall be permitted

(4) Production space shall be in a wholly enclosed building.

2. Revisions to the Supplemental Use Regulations related to Towing and Wreckage Services

[NEW, Section number is temporary and to be set after adoption]

Sec. 4.2.60 Towing Wreckage Service

A. Vehicles shall not be stored at tow service properties or automobile recovery and storage facilities for a period longer than fourteen (14) days. This provision does not apply to vehicle storage yards, used motor vehicle dealerships, used motor vehicle parts dealerships, or automobile salvage yards. Records showing the arrival of each vehicle at a tow service property or an automobile recovery and storage facility must be kept by the owner/operator of a business.

B. All wrecked or inoperable vehicles shall be drained of all liquids, including but not limited to gasoline, diesel, transmission fluid, brake fluid, and engine oil, within forty-eight (48) hours of delivery to tow service properties or automobile recovery and storage facilities.

C. Any area of the site used for the short-term storage of cares shall be screened from view of the public street with an opaque corrugated metal fence or wall minimum of ten feet in height. Chain link and wooden fences along street frontage are prohibited.

D. The parking area shall be at least 25 feet from the street right-of-way.

E. A ten-foot-wide evergreen landscape buffer shall be planted around the perimeter of the fence along the public street with at least two rows of trees. All trees shall be a least six feet in height and/or two inches caliber, and shall be regularly maintained and watered as necessary. Dead or dying trees shall be promptly replaced. All surfaces between trees shall be mulched

F. The soil erosion, sedimentation and pollution requirements of chapter 14, article V of the Code of the City of Stonecrest, Georgia are met.

G. Minimum standards of the Georgia Stormwater Management Manual are met in terms of stormwater runoff and water quality.

3. Revisions to the Zoning Ordinance related to Solar Energy Systems

A. Add New Definitions related to Solar Energy Systems, Sec. 9.1.3

1. Solar Energy System: Solar Energy System (SES) means a device or structural design feature that provides for the collection of solar energy for electricity generation, consumption, or transmission, or for thermal applications. For purposes of this ordinance, SES refers only to (1) photovoltaic SESs that convert solar energy directly into electricity through a semiconductor device or (2) solar thermal systems that use collectors to convert the sun's rays into useful forms of energy for water heating, space heating, or space cooling. SES as used here excludes concentrated solar power, which uses mirrors to focus the energy from the sun to produce electricity. The following are the types of permitted SES's:

   A. Integrated Solar Energy System means an SES where solar materials are incorporated into building materials, such that the two are reasonably indistinguishable, or where solar materials are used in place of traditional building components, such that the SES is structurally an integral part of a house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building facade, skylight, shingles, canopy, light, or parking meter.

   B. Rooftop Solar Energy System means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.

   C. Ground Mounted Solar Energy System means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES. For purposes of the Stonecrest zoning code, any solar canopy that does not qualify as an Integrated SES shall be considered a Ground Mounted SES, regardless of where it is mounted.

      The Footprint of a Ground Mounted SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the functioning of the SES, such as transformers and inverters. The Footprint does not include any visual buffer or perimeter fencing. Transmission lines (or portions thereof) required to connect the SES to a utility or consumer outside the SES perimeter shall not be included in calculating the Footprint. Ground Mounted SESs shall be delineated by size as follows:

      - Small Scale Ground Mounted Solar Energy System (Small Scale SES) means a Ground Mounted SES with a Footprint of less than two [2] acres.
      - Intermediate Scale Ground Mounted Solar Energy System (Intermediate Scale SES) means a Ground Mounted SES with a Footprint of between [2 – 15] acres.

- Large Scale Ground Mounted Solar Energy System (Large Scale SES) means a Ground Mounted SES with a Footprint of more than [15] acres.

2. Revisions to the Supplemental Use Regulations related to Solar Energy Systems

[NEW, Section number is temporary and to be set after adoption]

Sec. 4.2.60 Solar Energy Systems, Principal Use

Principal solar energy systems (SES) shall be subject to the following standards:

A. *Permitting.* No principal SES shall be constructed without issuance of a building permit except for a repair or modification of an existing SES that does not increase the spatial coverage of the SES by more than ten percent and does not encroach on any required building height or setback limits of the applicable zoning district.
B. *UL-approved SES electric components.* Electric components shall have an Underwriters Laboratory listing.
C. *Height.* Principal solar energy systems shall not exceed 20 feet in height when oriented at maximum tilt. Height of ground- or pole-mounted SES shall be computed separately for each unit or structure except power transmission poles or towers.
D. *Setbacks.* Ground-mounted or pole-mounted principal SES and supportive buildings and structures except electric transmission poles shall provide a minimum setback of 30 feet from all property lines.
E. *Buffers.* All principal SES solar collection units and supportive buildings and structures except electric transmission poles shall be screened from view from public rights-of-way and abutting properties by a 25-foot wide vegetative buffer that is continuous around the perimeter of the property except for perpendicular crossings of approved driveways and utilities. The vegetative buffer shall provide a visually opaque screen not less than 20 feet in height at maturity.
F. *Security.*
    1. The perimeter of the site of a principal SES shall be secured by an eight-foot tall security fence or wall that is constructed on the inside boundary of the required 25-foot buffer. Driveway entrances shall be gated.
    2. The operator must provide the City Police Department with a 24-hour contact responsible for operations.

[NEW, Section number is temporary and to be set after adoption]

Sec. 4.2.61 Solar Energy Systems, Accessory Use

A. *Nonresidential.* Active solar energy systems shall be allowed as an accessory limited use in all commercial or industrial zoning districts under the following standards:

1. *Roof-mounted solar systems.* In addition to the building setback, the collector surface and mounting devices for roof-mounted solar systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.

    a. Pitched roof-mounted solar systems. For all roof-mounted systems other than a flat roof the elevation must show the highest finished slope of the solar collector and the slope of the finished roof surface on which it is mounted.
    b. Flat roof-mounted solar systems. For flat roof applications a drawing shall be submitted showing the distance to the roof edge and any parapets on the building.
    c. The underlying zoning district maximum height for these systems shall be complied with.

2. *Ground-mounted solar systems.* Ground-mounted solar energy systems shall meet the minimum zoning setback for the zoning district in which located, or 25 feet, whichever is strictest. The height of the structure(s) shall not be taller than 25 feet in height.
3. *Visibility.* Active solar systems shall be designed to blend into the architecture of the building or be screened from routine view from public rights-of-way or adjacent residentially-zoned property per the standards of Chapter 320.
4. *Approved solar components.* Electric solar system components must have a UL listing.
5. *Plan approval required.* All solar systems shall require a limited use approval by the Planning and Zoning Director.
6. *Plan applications.* Plan applications for solar systems shall be accompanied by to-scale horizontal and vertical (elevation) drawings. The drawings must show the location of the system on the building or on the property for a ground-mount system, including the property lines.
7. *Plan approvals.* Applications that meet the design requirements of this section shall be granted administrative approval by the Planning and Zoning Director.
8. *Compliance with building code.* All active solar systems shall meet approval of the building code.
9. Compliance with electric code. All photovoltaic systems shall comply with the National Electrical Code, current edition.
10. No grid-intertie photovoltaic system shall be installed until evidence has been given to the Planning and Development Director that the owner has been approved by the utility company to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.

B. *Residential.* An application for a proposed solar collector/energy system located at a residence must meet the following standards as a limited accessory use:

1. All solar energy collectors, whether ground-mounted or mounted on an existing structure, shall meet the minimum accessory structure zoning setbacks for the zoning district in which located. The height of the structure shall not be taller than the maximum allowed height of a structure in the zoning district in which located.

C. Addition of Solar Energy Systems to the Use Table

See the following page for district recommendations or modifications to the Permitted Use Table, Sec. 4.1.3.

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SOLAR ENERGY SYSTEMS (SES)																								
	RE	RLG	R-100	R-85	R-75	R-60	RSM	MR-1	MR-2	HR 1,2,3	MHP	RNC	OI	OIT	NS	C-1	C-2	OD	M	M-2	MU-1	MU-2	MU-3	MU-4,5	See Section 4.2
Integrated SES	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	✓
Rooftop SES	Pa	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	Pa	SA	SA	SA	SA	SA	SA	Pa	Pa	SA	SA	SA	SA	✓
Ground Mounted SES, Small Scale	Pa	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	Pa	Pa	Pa	Pa	Pa	Pa	P	P	SP	SP	SP	SP	✓
Ground Mounted SES, Intermediate Scale	SP	SP	SP									SP							P	P					✓
Ground Mounted SES, Large Scale	SP	SP										SP							SP	SP					✓

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF STONECREST, GEORGIA, BY AMENDING ARTICLE 4(USE REGULATIONS) AND ARTICLE 9(DEFINITIONS) WITHIN CHAPTER 27 (ZONING ORDINANCE); TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Stonecrest, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, Article IX, Section II, Paragraph IV of the 1983 Constitution of the State of Georgia authorizes the City to adopt plans and exercise the power of zoning; and

WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and Council desire to amend Article 4(Use Regulations) And Article 9(Definitions) Within Chapter 27 (Zoning Ordinance) of the City's Code; and

WHEREAS, from time-to-time amendments may be proposed for public necessity, general welfare, or sound zoning practice that justify such action; and

WHEREAS, the Director of Planning and the Planning Commission can recommend approval based on the City Staff Report; and

WHEREAS, a public hearing pursuant to the provisions of the Zoning Procedures Act has been properly held prior to the adoption of this Ordinance; and

WHEREAS, the health, safety, morals and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Stonecrest, Georgia is hereby amended by amending Article 4(Use Regulations) And Article 9(Definitions) Within Chapter 27 (Zoning Ordinance) by adopting the provisions set forth in Exhibit A attached hereto and made a part by reference.

Section 2. That text added to current law appears in bold underlined. Text removed from current law appears struck through.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Stonecrest.

Section 7. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Stonecrest, Georgia.

ORDAINED this ___ day of _____, 2022.

[SIGNATURES TO FOLLOW]

CITY OF STONECREST, GEORGIA

George Turner, Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

(SEE ATTACHED)

ARTICLE 4. - USE REGULATIONS

DIVISION 1. – OVERVIEW OF USE CATEGORIES AND USE TABLE

Revise the Permitted Use Table, Sec. 4.1.3 with regard to brewery and distillery related uses

Brewery and distillery related uses are only permitted with certain commercial, mixed-use and industrial land use categories as shown in the modified use table below. Note brewpubs/Brew Growlers are already listed in the Permitted use table.

	NS	C-1	C-2	M	M-2	MU Districts	See Section 4.2
Brewpub/ Beer Growler, accessory	P	P	P	P		P	
Brewery, Craft		P	P	P		SP	✓
Distillery, Craft		P	P	P		SP	✓
Brewery, Large scale					P		
Distillery, Large scale					P		

Sec. 4.2.63 Craft breweries and Craft distilleries

A. **Shall be subject to all regulations of Chapter 4 of the Stonecrest Code of Ordinances concerning alcoholic beverages:**
B. **Shall be a maximum of 20,000 square feet.**
C. **No outdoor public address system shall be permitted**
D. **Production space shall be in a wholly enclosed building.**

Sec. 4.2.64 Towing Wreckage Service

A. Vehicles shall not be stored at tow service properties or automobile recovery and storage facilities for a period longer than fourteen (14) days. This provision does not apply to vehicle storage yards, used motor vehicle dealerships, used motor vehicle parts dealerships, or automobile salvage yards. Records showing the arrival of each vehicle at a tow service property or an automobile recovery and storage facility must be kept by the owner/operator of a business.

B. All wrecked or inoperable vehicles shall be drained of all liquids, including but not limited to gasoline, diesel, transmission fluid, brake fluid, and engine oil, within forty-eight (48) hours of delivery to tow service properties or automobile recovery and storage facilities.

C. Any area of the site used for the short-term storage of cares shall be screened from view of the public street with an opaque corrugated metal fence or wall minimum of ten feet in height. Chain link and wooden fences along street frontage are prohibited.

D. The parking area shall be at least 25 feet from the street right-of-way.

E. A ten-foot-wide evergreen landscape buffer shall be planted around the perimeter of the fence along the public street with at least two rows of trees. All trees shall be a least six feet in height and/or two inches caliber, and shall be regularly maintained and watered as necessary. Dead or dying trees shall be promptly replaced. All surfaces between trees shall be mulched

F. The soil erosion, sedimentation and pollution requirements of chapter 14, article V of the Code of the City of Stonecrest, Georgia are met.

G. Minimum standards of the Georgia Stormwater Management Manual are met in terms of stormwater runoff and water quality.

Solar Energy Systems, Sec. 9.1.3

1. Solar Energy System: Solar Energy System (SES) means a device or structural design feature that provides for the collection of solar energy for electricity generation, consumption, or transmission, or for thermal applications. For purposes of this ordinance, SES refers only to (1) photovoltaic SESs that convert solar energy directly into electricity through a semiconductor device or (2) solar thermal systems that use collectors to convert the sun's rays into useful forms of energy for water heating, space heating, or space cooling. SES as used here excludes concentrated solar power, which uses mirrors to focus the energy from the sun to produce electricity. The following are the types of permitted SES's:

A. Integrated Solar Energy System means an SES where solar materials are incorporated into building materials, such that the two are reasonably indistinguishable, or where solar materials are used in place of traditional building

components, such that the SES is structurally an integral part of a house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building facade, skylight, shingles, canopy, light, or parking meter.

B. Rooftop Solar Energy System means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.

C. Ground Mounted Solar Energy System means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES. For purposes of the Stonecrest zoning code, any solar canopy that does not qualify as an Integrated SES shall be considered a Ground Mounted SES, regardless of where it is mounted.

The Footprint of a Ground Mounted SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the functioning of the SES, such as transformers and inverters. The Footprint does not include any visual buffer or perimeter fencing. Transmission lines (or portions thereof) required to connect the SES to a utility or consumer outside the SES perimeter shall not be included in calculating the Footprint. Ground Mounted SESs shall be delineated by size as follows:

- Small Scale Ground Mounted Solar Energy System (Small Scale SES) means a Ground Mounted SES with a Footprint of less than two [2] acres.
- Intermediate Scale Ground Mounted Solar Energy System (Intermediate Scale SES) means a Ground Mounted SES with a Footprint of between [2 – 15] acres.
- Large Scale Ground Mounted Solar Energy System (Large Scale SES) means a Ground Mounted SES with a Footprint of more than [15] acres.

Sec. 4.2.65 Solar Energy Systems, Principal Use

Principal solar energy systems (SES) shall be subject to the following standards:

A. *Permitting.* No principal SES shall be constructed without issuance of a building permit except for a repair or modification of an existing SES that does not increase the spatial coverage of the SES by more than ten percent and does not encroach on any required building height or setback limits of the applicable zoning district.
B. *UL-approved SES electric components.* Electric components shall have an Underwriters Laboratory listing.
C. *Height.* Principal solar energy systems shall not exceed 20 feet in height when oriented at maximum tilt. Height of ground- or pole-mounted SES shall be computed separately for each unit or structure except power transmission poles or towers.

D. *Setbacks.* Ground-mounted or pole-mounted principal SES and supportive buildings and structures except electric transmission poles shall provide a minimum setback of 30 feet from all property lines.

E. *Buffers.* All principal SES solar collection units and supportive buildings and structures except electric transmission poles shall be screened from view from public rights-of-way and abutting properties by a 25-foot-wide vegetative buffer that is continuous around the perimeter of the property except for perpendicular crossings of approved driveways and utilities. The vegetative buffer shall provide a visually opaque screen not less than 20 feet in height at maturity.

F. *Security.*

1. The perimeter of the site of a principal SES shall be secured by an eight-foot-tall security fence or wall that is constructed on the inside boundary of the required 25-foot buffer. Driveway entrances shall be gated.
2. The operator must provide the City Police Department with a 24-hour contact responsible for operations.

Sec. 4.2.66 Solar Energy Systems, Accessory Use

A. *Nonresidential.* Active solar energy systems shall be allowed as an accessory limited use in all commercial or industrial zoning districts under the following standards:

1. *Roof-mounted solar systems.* In addition to the building setback, the collector surface and mounting devices for roof-mounted solar systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.

a. Pitched roof-mounted solar systems. For all roof-mounted systems other than a flat roof the elevation must show the highest finished slope of the solar collector and the slope of the finished roof surface on which it is mounted.
b. Flat roof-mounted solar systems. For flat roof applications a drawing shall be submitted showing the distance to the roof edge and any parapets on the building.
c. The underlying zoning district maximum height for these systems shall be complied with.

2. *Ground-mounted solar systems.* Ground-mounted solar energy systems shall meet the minimum zoning setback for the zoning district in which located, or 25 feet, whichever is strictest. The height of the structure(s) shall not be taller than 25 feet in height.
3. *Visibility.* Active solar systems shall be designed to blend into the architecture of the building or be screened from routine view from public rights-of-way or adjacent residentially-zoned property per the standards of Chapter 320.
4. *Approved solar components.* Electric solar system components must have a UL listing.
5. *Plan approval required.* All solar systems shall require a limited use approval by the Planning and Zoning Director.

6. ***Plan applications.*** **Plan applications for solar systems shall be accompanied by to-scale horizontal and vertical (elevation) drawings. The drawings must show the location of the system on the building or on the property for a ground-mount system, including the property lines.**
7. ***Plan approvals.*** **Applications that meet the design requirements of this section shall be granted administrative approval by the Planning and Zoning Director.**
8. ***Compliance with building code.*** **All active solar systems shall meet approval of the building code.**
9. **Compliance with electric code. All photovoltaic systems shall comply with the National Electrical Code, current edition.**
10. **No grid-intertie photovoltaic system shall be installed until evidence has been given to the Planning and Development Director that the owner has been approved by the utility company to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.**

B. ***Residential.*** **An application for a proposed solar collector/energy system located at a residence must meet the following standards as a limited accessory use:**

1. **All solar energy collectors, whether ground-mounted or mounted on an existing structure, shall meet the minimum accessory structure zoning setbacks for the zoning district in which located. The height of the structure shall not be taller than the maximum allowed height of a structure in the zoning district in which located.**

Addition of Solar Energy Systems to the Use Table

See the following page for district recommendations or modifications to the Permitted Use Table, Sec. 4.1.3.

SOLAR ENERGY SYSTEMS (SES)																									
	RE	RLG	R-100	R-85	R-75	R-60	RSM	MR-1	MR-2	HR 1,2,3	MHP	RNC	OI	OIT	NS	C-1	C-2	OD	M	M-2	MU-1	MU-2	MU-3	MU-4,5	See Section 4.2
Integrated SES	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	✓
Rooftop SES	Pa	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	Pa	SA	SA	SA	SA	SA	SA	Pa	Pa	SA	SA	SA	SA	✓
Ground Mounted SES, Small Scale	Pa	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	Pa	Pa	Pa	Pa	Pa	Pa	P	P	SP	SP	SP	SP	✓
Ground Mounted SES, Intermediate Scale	SP	SP	SP									SP							P	P					✓
Ground Mounted SES, Large Scale	SP	SP										SP							SP	SP					✓

Revisions to the Zoning Ordinance related to Distillery and Brewery related uses

A. Add definitions of brewery and distillery related uses

Proposal: To clarify the terms and definitions used to describe land uses associated with breweries and distilleries found in Article 9, Definitions, Sec 9.1.3 Defined terms.

Brewpub **means any eating establishment which derives at least 50 percent of its total annual gross food and beverage revenue from the sale of prepared meals and food and in which beer or malt beverages are manufactured or brewed subject to the barrel production limits and regulations under state law.**

Brewery, Craft (also known as micro-brewery) **means a building or group of buildings where beer is brewed, bottled, packaged, and distributed for wholesale and/or retail distribution, and that produces small amounts of beer or malt beverage, less than 12,000 gallons in a calendar year. Much smaller than large-scale corporate breweries, these businesses are typically independently owned. Such breweries are generally characterized by their emphasis on quality, flavor and brewing technique.**

Brewery, Large Scale **means a building or group of buildings where beer is brewed, bottled, packaged, and distributed for wholesale and/or retail distribution, and that produces more than 12,000 gallons in a calendar year.**

Distillery, Craft (also known as micro-distillery) **means a building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution in small quantity, less than 12,000 gallons per calendar year and in which such manufactured distilled spirits may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.2.**

Distillery, Large-scale **means a building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution in large quantity, more than 12,000 gallons per calendar year.**

Growler **means a professionally sanitized reusable container not exceeding 64 ounces in volume used to transport draft beer for off-premises consumption.**

Growler Store **means a retail store that sales growlers**

Micro brewery**, see Craft brewery.**

TMOD-21-016

PLANNING & ZONING STAFF REPORT

MEETING DATE: December 7, 2021

GENERAL INFORMATION

Petition Number: TMOD-21-016

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, Article 4, revisions to supplemental use provisions, including the provisions for Micro-Distilleries, Craft Distilleries, Craft Breweries, Brew Pubs, Beer Growlers Towing and Wreckage Services, and Solar Energy.

FACTS AND ISSUES:

- The Zoning Ordinance permits several uses that need further definition and supplemental use criteria for proper administration.
- Distillery and brewery related uses should be defined by scale of operation and type of customer interaction, making distinction between commercial use and industrial use.
- Towing and Wreckage Services sites should be screened from view similar to how gravel parking lots are to improve community aesthetics
- Solar energy generation as a accessory use does exist in community but there is no defintion or regulations regarding their use.

RECOMMENDED ACTION: Recommend approval of TMOD-21-016

ATTACHMENTS:

1. Revisions to the zoning Ordinance related to Distillery and Brewery related uses
2. Revisions to the Zoning Ordinance related to Towing and Wreckage Services
3. Revisions to the Zoning Ordinance with regard to Solar Energy Systems

TMOD-21-016

STONECREST ZONING ORDINANCE UPDATE

1. Revisions to the Zoning Ordinance related to Distillery and Brewery related uses

A. Add definitions of brewery and distillery related uses

Proposal: To clarify the terms and definitions used to describe land uses associated with breweries and distilleries found in Article 9, Definitions, Sec 9.1.3 Defined terms.

Brewpub means any eating establishment which derives at least 50 percent of its total annual gross food and beverage revenue from the sale of prepared meals and food and in which beer or malt beverages are manufactured or brewed subject to the barrel production limits and regulations under state law.

Brewery, Craft (also known as micro-brewery) means a building or group of buildings where beer is brewed, bottled, packaged, and distributed for wholesale and/or retail distribution, and that produces small amounts of beer or malt beverage, less than 12,000 gallons in a calendar year. Much smaller than large-scale corporate breweries, these businesses are typically independently owned. Such breweries are generally characterized by their emphasis on quality, flavor and brewing technique.

Brewery, Large Scale means a building or group of buildings where beer is brewed, bottled, packaged, and distributed for wholesale and/or retail distribution, and that produces more than 12,000 gallons in a calendar year.

Distillery, Craft (also known as micro-distillery) means a building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution in small quantity, less than 12,000 gallons per calendar year and in which such manufactured distilled spirits may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.2.

Distillery, Large-scale means a building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution in large quantity, more than 12,000 gallons per calendar year.

Growler means a professionally sanitized reusable container not exceeding 64 ounces in volume used to transport draft beer for off-premises consumption.

Growler Store means a retail store that sales growlers

Micro brewery, see Craft brewery.

B. Revise the Permitted Use Table, Sec. 4.1.3 with regard to brewery and distillery related uses

Brewery and distillery related uses are only permitted with certain commercial, mixed-use and industrial land use categories as shown in the modified use table below. Note brewpubs/Brew Growlers are already listed in the Permitted use table

	NS	C-1	C-2	M	M-2	MU Districts	See Section 4.2
Brewpub/ Beer Growler, accessory	P	P	P	P		P	
Brewery, Craft		P	P	P		SP	✓
Distillery, Craft		P	P	P		SP	✓
Brewery, Large scale					P		
Distillery, Large scale					P		

C. Add supplemental use regulations regarding Craft Distilleries and Craft Breweries

[NEW, Section number is temporary and to be set after adoption]
Sec. 4.2.63 Craft breweries and Craft distilleries

A. Shall be subject to all regulations of Chapter 4 of the Stonecrest Code of Ordinances concerning alcoholic beverages:
B. Shall be a maximum of 20,000 square feet.
C. No outdoor public address system shall be permitted
D. Production space shall be in a wholly enclosed building.

2. Revisions to the Supplemental Use Regulations related to Towing and Wreckage Services

[NEW, Section number is temporary and to be set after adoption]

Sec. 4.2.64 Towing Wreckage Service

A. Vehicles shall not be stored at tow service properties or automobile recovery and storage facilities for a period longer than fourteen (14) days. This provision does not apply to vehicle storage yards, used motor vehicle dealerships, used motor vehicle parts dealerships, or automobile salvage yards. Records showing the arrival of each vehicle at a tow service property or an automobile recovery and storage facility must be kept by the owner/operator of a business.

B. All wrecked or inoperable vehicles shall be drained of all liquids, including but not limited to gasoline, diesel, transmission fluid, brake fluid, and engine oil, within forty-eight (48) hours of delivery to tow service properties or automobile recovery and storage facilities.

C. Any area of the site used for the short-term storage of cares shall be screened from view of the public street with an opaque corrugated metal fence or wall minimum of ten feet in height. Chain link and wooden fences along street frontage are prohibited.

D. The parking area shall be at least 25 feet from the street right-of-way.

E. A ten-foot-wide evergreen landscape buffer shall be planted around the perimeter of the fence along the public street with at least two rows of trees. All trees shall be a least six feet in height and/or two inches caliber, and shall be regularly maintained and watered as necessary. Dead or dying trees shall be promptly replaced. All surfaces between trees shall be mulched

F. The soil erosion, sedimentation and pollution requirements of chapter 14, article V of the Code of the City of Stonecrest, Georgia are met.

G. Minimum standards of the Georgia Stormwater Management Manual are met in terms of stormwater runoff and water quality.

3. Revisions to the Zoning Ordinance related to Solar Energy Systems

A. Add New Definitions related to Solar Energy Systems, Sec. 9.1.3

1. Solar Energy System: Solar Energy System (SES) means a device or structural design feature that provides for the collection of solar energy for electricity generation, consumption, or transmission, or for thermal applications. For purposes of this ordinance, SES refers only to (1) photovoltaic SESs that convert solar energy directly into electricity through a semiconductor device or (2) solar thermal systems that use collectors to convert the sun's rays into useful forms of energy for water heating, space heating, or space cooling. SES as used here excludes concentrated solar power, which uses mirrors to focus the energy from the sun to produce electricity. The following are the types of permitted SES's:

   A. Integrated Solar Energy System means an SES where solar materials are incorporated into building materials, such that the two are reasonably indistinguishable, or where solar materials are used in place of traditional building components, such that the SES is structurally an integral part of a house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building facade, skylight, shingles, canopy, light, or parking meter.

   B. Rooftop Solar Energy System means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.

   C. Ground Mounted Solar Energy System means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES. For purposes of the Stonecrest zoning code, any solar canopy that does not qualify as an Integrated SES shall be considered a Ground Mounted SES, regardless of where it is mounted.

      The Footprint of a Ground Mounted SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the functioning of the SES, such as transformers and inverters. The Footprint does not include any visual buffer or perimeter fencing. Transmission lines (or portions thereof) required to connect the SES to a utility or consumer outside the SES perimeter shall not be included in calculating the Footprint. Ground Mounted SESs shall be delineated by size as follows:

      - Small Scale Ground Mounted Solar Energy System (Small Scale SES) means a Ground Mounted SES with a Footprint of less than two [2] acres.
      - Intermediate Scale Ground Mounted Solar Energy System (Intermediate Scale SES) means a Ground Mounted SES with a Footprint of between [2 – 15] acres.

- Large Scale Ground Mounted Solar Energy System (Large Scale SES) means a Ground Mounted SES with a Footprint of more than [15] acres.

2. Revisions to the Supplemental Use Regulations related to Solar Energy Systems

[NEW, Section number is temporary and to be set after adoption]

Sec. 4.2.65 Solar Energy Systems, Principal Use

Principal solar energy systems (SES) shall be subject to the following standards:

A. *Permitting.* No principal SES shall be constructed without issuance of a building permit except for a repair or modification of an existing SES that does not increase the spatial coverage of the SES by more than ten percent and does not encroach on any required building height or setback limits of the applicable zoning district.
B. *UL-approved SES electric components.* Electric components shall have an Underwriters Laboratory listing.
C. *Height.* Principal solar energy systems shall not exceed 20 feet in height when oriented at maximum tilt. Height of ground- or pole-mounted SES shall be computed separately for each unit or structure except power transmission poles or towers.
D. *Setbacks.* Ground-mounted or pole-mounted principal SES and supportive buildings and structures except electric transmission poles shall provide a minimum setback of 30 feet from all property lines.
E. *Buffers.* All principal SES solar collection units and supportive buildings and structures except electric transmission poles shall be screened from view from public rights-of-way and abutting properties by a 25-foot wide vegetative buffer that is continuous around the perimeter of the property except for perpendicular crossings of approved driveways and utilities. The vegetative buffer shall provide a visually opaque screen not less than 20 feet in height at maturity.
F. *Security.*
    1. The perimeter of the site of a principal SES shall be secured by an eight-foot tall security fence or wall that is constructed on the inside boundary of the required 25-foot buffer. Driveway entrances shall be gated.
    2. The operator must provide the City Police Department with a 24-hour contact responsible for operations.

[NEW, Section number is temporary and to be set after adoption]

Sec. 4.2.66 Solar Energy Systems, Accessory Use

A. *Nonresidential.* Active solar energy systems shall be allowed as an accessory limited use in all commercial or industrial zoning districts under the following standards:

1. *Roof-mounted solar systems.* In addition to the building setback, the collector surface and mounting devices for roof-mounted solar systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.

    a. Pitched roof-mounted solar systems. For all roof-mounted systems other than a flat roof the elevation must show the highest finished slope of the solar collector and the slope of the finished roof surface on which it is mounted.
    b. Flat roof-mounted solar systems. For flat roof applications a drawing shall be submitted showing the distance to the roof edge and any parapets on the building.
    c. The underlying zoning district maximum height for these systems shall be complied with.

2. *Ground-mounted solar systems.* Ground-mounted solar energy systems shall meet the minimum zoning setback for the zoning district in which located, or 25 feet, whichever is strictest. The height of the structure(s) shall not be taller than 25 feet in height.
3. *Visibility.* Active solar systems shall be designed to blend into the architecture of the building or be screened from routine view from public rights-of-way or adjacent residentially-zoned property per the standards of Chapter 320.
4. *Approved solar components.* Electric solar system components must have a UL listing.
5. *Plan approval required.* All solar systems shall require a limited use approval by the Planning and Zoning Director.
6. *Plan applications.* Plan applications for solar systems shall be accompanied by to-scale horizontal and vertical (elevation) drawings. The drawings must show the location of the system on the building or on the property for a ground-mount system, including the property lines.
7. *Plan approvals.* Applications that meet the design requirements of this section shall be granted administrative approval by the Planning and Zoning Director.
8. *Compliance with building code.* All active solar systems shall meet approval of the building code.
9. Compliance with electric code. All photovoltaic systems shall comply with the National Electrical Code, current edition.
10. No grid-intertie photovoltaic system shall be installed until evidence has been given to the Planning and Development Director that the owner has been approved by the utility company to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.

B. *Residential.* An application for a proposed solar collector/energy system located at a residence must meet the following standards as a limited accessory use:

1. All solar energy collectors, whether ground-mounted or mounted on an existing structure, shall meet the minimum accessory structure zoning setbacks for the zoning district in which located. The height of the structure shall not be taller than the maximum allowed height of a structure in the zoning district in which located.

C. Addition of Solar Energy Systems to the Use Table

See the following page for district recommendations or modifications to the Permitted Use Table, Sec. 4.1.3.

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SOLAR ENERGY SYSTEMS (SES)																								
	RE	RLG	R-100	R-85	R-75	R-60	RSM	MR-1	MR-2	HR 1,2,3	MHP	RNC	OI	OIT	NS	C-1	C-2	OD	M	M-2	MU-1	MU-2	MU-3	MU-4,5	See Section 4.2
Integrated SES	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	Pa	✓
Rooftop SES	Pa	SA	SA	SA	SA	SA	SA	SA	SA	SA	SA	Pa	SA	SA	SA	SA	SA	SA	Pa	Pa	SA	SA	SA	SA	✓
Ground Mounted SES, Small Scale	Pa	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	Pa	Pa	Pa	Pa	Pa	Pa	P	P	SP	SP	SP	SP	✓
Ground Mounted SES, Intermediate Scale	SP	SP	SP									SP							P	P					✓
Ground Mounted SES, Large Scale	SP	SP										SP							SP	SP					✓

CITY COUNCIL AGENDA ITEM

SUBJECT: Finance Director Employment Agreement Amendment

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, January 24, 2022

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Winston Denmark, City Attorney

PURPOSE: In accordance with Senate Bill 21, the City of Stonecrest's Finance Director is required to be a direct employee of the City of Stonecrest and is an appointed officer.

FACTS: This employment agreement will be reviewed on an annual basis. Due to the transition of services to in-house and the City's ability to provide employee benefits and salary through City-operated payroll, the original agreement is being adjusted to reflect the payment of benefits and salary through this system. The amendment also reflects an increase in the responsibilities of the Finance Director.The funding for this amendment is in the Finance Department in the FY22 budget.

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - Finance Director Employment Agreement Amendment

CITY COUNCIL AGENDA ITEM

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

CITY COUNCIL AGENDA ITEM

SUBJECT: City Manager Contract for Services

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:**

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

Previously Heard Date(s):

Current Work Session:

Current Council Meeting: Monday, January 24, 2022

SUBMITTED BY: Janice Allen Jackson, Acting City Manager

PRESENTER: Winston Denmark

PURPOSE: Approve Contract for services with Janice Allen Jackson & Associates

FACTS: Click or tap here to enter text.

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve

CITY COUNCIL AGENDA ITEM

SUBJECT: City Clerk Recommendation

AGENDA SECTION: (*check all that apply*)

☐ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**

☒ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

CATEGORY: (*check all that apply*)

☐ **ORDINANCE** ☐ **RESOLUTION** ☐ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**

☒ **OTHER, PLEASE STATE: Personnel Matters**

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

Previously Heard Date(s):

Current Work Session:

Current Council Meeting: Monday, January 24, 2022

SUBMITTED BY: Janice Allen Jackson, Acting City Manager

PRESENTER: : Janice Allen Jackson

PURPOSE: Review candidates and select new Stonecrest City Clerk.

FACTS: The City has done an extensive search and recruitment to hire the chartered position of the City Clerk

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve

ATTACHMENT: City Clerk Brochure



CITY CLERK

THE CITY OF STONECREST, GEORGIA

bakertilly

PUBLIC SECTOR EXECUTIVE RECRUITMENT



CAREER OPPORTUNITY

The City of Stonecrest presents a unique opportunity for accomplished professionals. As one of Georgia's newest startup cities, the Mayor and City Council first contracted with a private firm to run all operations. As of January 1, 2022, the City will take most functions in-house. This transition requires the City to build its own administrative infrastructure, and to that end, this is one of several leadership positions for which we are currently searching.



THE COMMUNITY

In November 2016, an Act of the Georgia General Assembly established the City of Stonecrest with distinct executive and legislative authority. Located 11 miles east of Atlanta in DeKalb County (the state's fourth largest county) Stonecrest has a population of 59,194.

Stonecrest is solidifying its identity after almost five years as a city. Assisting in this transformation are impressive homes enveloped in safe, vibrant communities. Houses become homes once families move in. With houses priced in the $168,000 to $895,000 range, the city has a home for everyone desiring to join the Stonecrest family! Work has many meanings to different people and as a city, Stonecrest caters to them all. From corporate employment, contract-work, to entrepreneurship, opportunities abound for business in Stonecrest. The city is very fertile for existing, expanding, or startup businesses. Stonecrest provides many shopping options to include furniture showrooms, vehicle dealerships, specialty clothing shops, and so much more.

The City of Stonecrest desires to be a community that embraces the culture and arts and become a destination for sports and entertainment. Stonecrest is committed to being a "City of Innovation and Excellence" throughout the world. The city balances the need to grow and prosper in a sustainable manner and where citizens, businesses, commerce, and educational institutions are involved in decision making and building a high quality of life for Stonecrest Citizens. Further, the city promotes public safety, neighborhood unity and strong schools. Additionally, Stonecrest has many options when it comes to education ranging from elementary, secondary or higher education. For more information, visit: [Comp-Plan-2038.pdf (stonecrestga.gov)]

CITY GOVERNMENT

The City of Stonecrest operates under a Council-Manager form of government that combines the political leadership of elected officials in the form of a Mayor and City Council, with the managerial experience of an appointed city manager. The Stonecrest City Council Members are the leaders and policymakers, elected to stand for various segments of the community and to concentrate on policy issues that are responsive to citizens' needs and wishes. The Mayor and City Council appoint a manager to carry out policies and ensure effective, efficient, and responsive professional service to the entire community. The City Manager selects department directors to lead council directed programs and initiatives.

VISION

The City of Stonecrest has an aesthetically pleasing physical and natural environment with interconnected parks, trails, and public spaces for the enjoyment of citizens to live-work-play and worship-shop educate now and for future generations.

MISSION

“Community, Commerce and Culture working together as a world class city.”

COUNCIL PRIORITIES

Since transitioning to the Council-Manager form of government in April of this year, our elected leadership has focused on the following:

- Citizen engagement
- Transparency
- Smart growth and land use
- Service enhancements in response to public demand
- Responsible financial management and strengthening policies



Among several goals identified in the City’s Comprehensive Plan 2038 are the following:

- To protect and enhance the city’s unique qualities while embracing growth and ensuring services, safe and attractive neighborhoods, and good work opportunities.
- Attract, and recruit new businesses and development opportunities.
- Promote & brand the City of Stonecrest as a destination for business, leisure and residential living.
- Ensure that Stonecrest has a sufficient quantity and variety of housing types and densities to accommodate projected growth and promote other community goals.
- Develop a talented workforce to support the employment needs of new and existing businesses.
- To maintain Stonecrest’s character and sense of place provided by the city’s natural and historic resources while allowing property owners to enjoy their land, while being able to realize benefits from ownership.

THE CITY CLERK

Under the general administrative direction of the Mayor and City Council, the City Clerk performs duties as set forth by the City Charter and serves as Records Manager for the City of Stonecrest. The City Clerk's Office will record the official minutes of the City Council meetings and prepare agendas and supporting materials. The City Clerk's Office coordinates with liaisons within the city organization to ensure that agendas, minutes and records retention requirement are met. The City Clerk's Office coordinates the city's elections by ensuring that they are conducted in accordance with the Georgia State Election Board Election Code. The City Clerk also works with other departments and the City Attorney to ensure that requests for public information are fulfilled in a manner consistent with the Georgia Open Records Act. The City Council has directed that the City Clerk's Office will address all Open Records Request for the entire City. The City Clerk therefore serves as the custodian of all official records of the City and oversees the Records Management Program for the City. The ideal candidate should have proven experience in public sector records retention policies and procedures. Demonstrated knowledge and familiarity of municipal laws and operating procedures is essential. The City Clerk should be able to utilize a variety of advisory data and information including the Georgia Local Government Code, Election Law Manual, Georgia Open Meetings and Records Act Handbook, and the City Code of Ordinances.

With the support of a deputy city clerk, the City Clerk serves as a strategic business partner to the Mayor and City Council, City Manager, and other departments in the city to identify, update and maintain city-related ordinances and documents.





ESSENTIAL JOB FUNCTIONS

- Attends City Council meetings and prepares minutes of the meetings.
- Oversees the preparation of the City Council agendas.
- Coordinates the preparation of legal documents and executes required forms and notices; directs the official publication of notices and legal documents.
- Accurately record and carefully preserve the legislative history of the City
- Establishes and maintains a filing system for the City Clerk's Office.
- Coordinates the appointments and membership records of all city boards and commissions
- Responds to questions regarding municipal regulations, ordinances, resolutions, and other official actions.
- Maintains citywide records retention program; updates with Georgia State Library and maintains Open Records policy for all City departments.
- Provide the public timely access to City records and information
- Coordinates development and incorporation of citywide document imaging system and associated regulations.
- Coordinates municipal elections according to established state election laws and schedules, including early voting.
- Provides an active level of leadership to the staff.
- Provides input on budget recommendations for the Clerk's Office to the city manager and city council.
- Responds to citizen inquiries and has extensive interaction with the public.

DESIRED CAPABILITIES



Excellent Customer Service Skills: The City Clerk is a key member of the City's management team and requires highly developed technical skills, polished communication and presentation skills, and is able to perform well under pressure, while consistently meeting established deadlines. Additionally, the City Clerk is able to develop and maintain credibility, trust and respect with elected officials, city staff at all levels, the public, internal and external stakeholders.

Records Retention Expertise: The City Clerk has a high level of competence, knowledge of best practices and verifiable experience directly related to public sector records retention, municipal elections, council agendas and meeting notes, documentation and related procedures.

Outstanding Communication Skills: The City Clerk is an effective communicator who is able to convey ideas, processes, and concepts in both oral and written forms. The City Clerk is also a skilled proofreader, and ensures that official city documents including council agendas are free of errors, and consistent with established standards and protocol.

Subject Matter Expertise: The City Clerk is knowledgeable of state, federal, and local laws governing municipal operations, records management, and records retention requirements. Additionally, the City Clerk is proficient in project management and is proficient in office and business specific software, including databases, presentation programs, and Microsoft Office.

Excellent Team Builder: The City Clerk is politically astute who is able to refrain from engaging in politics and displays impeccable character, candor and professional reputation at all times.

Unquestionable Commitment to Continuous Learning and Service Delivery Excellence: The City Clerk has an active commitment and appropriate level of involvement in professional networking and training to keep the city abreast of applicable technology, equipment, and legislation that impacts the city and that will enable the city to respond to current and future service demands.

EDUCATION AND EXPERIENCE

A Bachelor's degree in business or public administration, political science or a closely related field, from an accredited college or university and a minimum of five (5) years related professional experience is highly desirable. Selected candidate must possess or secure a valid Georgia Notary Public Certificate within 60 days. Additionally the successful candidate must attend a 15-hour mandatory orientation training presented by the Georgia Municipal Association, and Carl Vinson Institute of Government. Certification by the International Institute of Municipal Clerks (IIMC) as a Certified Clerk is preferred.

COMPENSATION AND BENEFITS

The City of Stonecrest offers a competitive benefits package that includes a salary range of $75,000 - $100,000 depending on experience and qualifications. Additionally, the city will offer a generous benefit package that is competitive with the local market.

APPLICATION AND SELECTION PROCESS

We invite qualified professionals to submit a cover letter and resume by visiting our website at:

https://bakertilly.recruitmenthome.com/postings/3159

Application review begins on Friday, November 15, 2021. Following the first review date, we will evaluate all applications against the posted qualifications, and may extend invitations to submit additional information, including due diligence questionnaire, written questionnaire, references, and a formal interview (virtual or in-person) to a select few. This announcement will remain posted, and we will continue to accept applications until the city reaches an agreement with a finalist. The ability to clear a criminal background check and pre-employment drug screen is required. For more information, please email Edward Williams at edward.williams@bakertilly.com or call (214) 842-6478.

The City of Stonecrest, GA is an Equal Opportunity Employer and does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs and activities.

Under The Georgia Open Records Act, information from your application, resume or related materials may be subject to disclosure or release to the public at any time during the process. Baker Tilly Public Sector Executive Recruiters will endeavor to maintain confidentiality of all applicant information as long as possible and to the extent allowable by local or state laws.







bakertilly

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