



CITY OF STONECREST, GEORGIA

CITY COUNCIL SPECIAL CALLED MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Tuesday, January 31, 2023 at 6:00 PM

Mayor Jazzmin Cobble

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

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

Council Member Tammy Grimes - District 5

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

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

II. ROLL CALL: Sonya Isom, City Clerk

III. AGENDA ITEMS

- a. For Discussion** - Municipal Court Update - Chief Judge *Curtis W. Miller* and Court Administrator *Mallory Minor*
- b. For Discussion** - Potential Court Services - *Chief Judge Curtis W. Miller*
- c. For Decision** - Classification and Compensation Study Vendor Recommendation - *Gia Scruggs*
- d. For Decision** - Everett Park Parking Lot & Kayak Launch Design - *Gia Scruggs*
- e. For Decision** - 2023 Street Resurfacing Vendor Recommendation - *Gia Scruggs*
- f. For Decision** - Economic Development Plan Steering Committee - *Mayor Pro Tem George Turner*
- g. For Decision** - Moratorium for Truck Parking - *Mayor Pro Tem George Turner*
- h. For Decision** - Moratorium for Public Storage - *Mayor Pro Tem George Turner*

IV. EXECUTIVE SESSION

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

V. ADJOURNMENT

Americans with Disabilities Act

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

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



CITY COUNCIL AGENDA ITEM

SUBJECT: Municipal Court Update

AGENDA SECTION: *(check all that apply)*

☒ **PRESENTATION** ☐ **PUBLIC HEARING** ☐ **CONSENT AGENDA** ☐ **OLD BUSINESS**
☐ **NEW BUSINESS** ☐ **OTHER, PLEASE STATE: PUBLIC NOTICE**

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 here to enter text.

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

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Mallory Minor, Municipal Clerk of Court

PRESENTER: Chief Judge Curtis Miller and Clerk of Court Mallory Minor

PURPOSE: To Provide Municipal Court Update

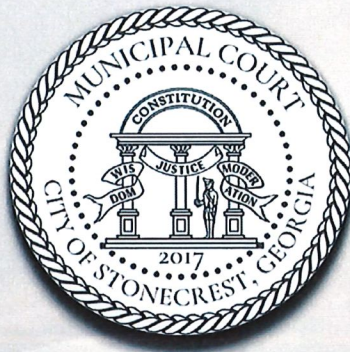
FACTS: To provide Municipal Court Update, which is the 2022 Annual Review of the Municipal Court of Stonecrest. The Municipal Court is the judicial branch of local government, the City of Stonecrest. The court commits to administering fair, efficient, and prompt justice.

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Municipal Court Update PowerPoint Presentation
- (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.



Municipal Court Update

MUNICIPAL COURT OF STONECREST

Presented by
Court Administrator Mallory Minor, MPS
Chief Municipal Court Judge Curtis W. Miller



AGENDA

Municipal
Court

Personnel

Operations

State of
the Court

Mending
the Gap



Municipal Court



FAQ: Municipal Court

"The Municipal Court is the only exposure many of Georgia's citizens have to the judicial system."



COURT'S MISSION

It is the court's mission to provide efficient, fair resolution of all matters coming before it, and to ensure that all court users are afforded ready access to the court. The court will continue to emphasize public awareness and education, and further develop its procedures, so that the court may continue to provide excellent customer service.

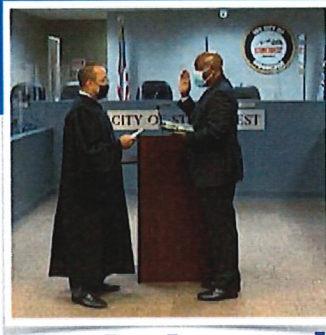


Municipal Court of Stonecrest

Generally, the Municipal Court operates under the laws of the State of Georgia and try all misdemeanor traffic and criminal cases (with some limitations), code enforcement cases and city ordinance violations that occur within the city limits.

The Municipal Court of Stonecrest ONLY tries some misdemeanor criminal cases (with some limitations), code enforcement cases and city ordinance violations, which occur within our city limits.





How Does A Municipal Court Operate?

A properly run municipal court promotes public safety, improves quality of life and inspires confidence in the city and its leadership. Operating a municipal court improperly can create distrust. Moreover, improper operation of the court can lead to loss of certain kinds of federal funds, costly litigation and damage to the city's brand. Municipal courts should never be utilized for purposes of revenue generation. While a municipal court may generate revenue, such revenue generation should always be treated and only viewed as ancillary to the promotion of compliance and with applicable laws.





Municipal Court Sources

Municipal Courts:
A Guide for Municipal
Elected Officials



**Municipal Courts:
A Guide for Municipal Elected Officials**

December 1, 2017
First Edition

Uniform Rules
Municipal Court of the
State of Georgia

UNIFORM RULES

MUNICIPAL COURTS OF THE
STATE OF GEORGIA



COUNCIL OF MUNICIPAL COURT JUDGES

2018



Municipal Court Sources

Local Charter City of Stonecrest

ARTICLE IV. - MUNICIPAL COURT

Section 4.01. - Creation.

There is established a court to be known as the Municipal Court of the City of Stonecrest which shall have jurisdiction and authority to try offenses against the laws and ordinances of such city and to punish for a violation of the same. Such court shall have the power to enforce its judgments by the imposition of such penalties as may be provided by law, including ordinances of the city; to punish witnesses for nonattendance and to punish also any person who may counsel or advise, aid, encourage, or persuade another whose testimony is desired or material in any proceeding before such court to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases which, under the laws of Georgia, are placed within the jurisdiction of municipal courts to the extent of, and in accordance with, the provisions of such laws and all laws subsequently enacted amendatory thereof. Such court shall be presided over by the judge of such court. In the absence or disqualification of the judge, the judge pro tempore shall preside and shall exercise the same powers and duties as the judge when so acting.

Section 4.02. - Judges.

- (a) No person shall be qualified or eligible to serve as judge unless he or she shall have attained the age of 28 years and shall have been a member of the State Bar of Georgia for a minimum of three years. The judges shall be nominated by the mayor subject to approval by the city council. The compensation and number of the judges shall be fixed by the city council.
- (b) The judge, or judge pro tempore, shall serve for a term of four years but may be removed as provided by general law.
- (c) Before entering on the duties of his or her office, the judge and judge pro tempore shall take an oath before an officer duly authorized to administer oaths in this state declaring that he or she will truly, honestly, and faithfully discharge the duties of his or her office to the best of his or her ability without fear, favor, or partiality. The oath shall be entered upon the minutes of the city council.
- (d) The judge, or judge pro tempore, shall serve for a term of four years but may be removed from the position by a two-thirds' vote of the entire membership of the city council or shall be removed upon action taken by the state Judicial Qualifications Commission for:
 - (1) Willful misconduct in office;
 - (2) Willful and persistent failure to perform duties;
 - (3) Habitual intemperance;

O.C.G.A. State of Georgia

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Municipal Court Uniform Rules

RULE 3. Hours of Court Operation

The hours of court operation shall be set by the chief judge of each court and shall be recorded with the clerk of the municipal court. Such information shall include the following:

- (1) Normal hours and location of court.
- (2) Emergency after-hours availability of judges and the names of such judges; provided, however, that personal telephone numbers and address information need not be included in the public records of the clerk.
- (3) Holidays during which the court will be closed and a plan for the availability of judges on such days.
- (4) Days on which the court holds hearings and the times and locations of such hearings.



Municipal Court Uniform Rules

RULE 4. ASSIGNMENT OF CASES

4.1 Case Assignment

Unless provided by approved internal procedures or pursuant to assignment by the chief judge, cases shall not be assigned to a particular judge. Provided, however, that once any judge has first heard sworn testimony or made any ruling in a case other than the granting of an arrest or search warrant, the setting of bail and the initial finding of probable cause, or the granting of a continuance, that case shall thereafter be considered only by that judge, except upon the approval of that judge. In municipal courts served by more than one judge, the clerk of court shall schedule the presiding of those judges over the various court calendars according to a plan approved by a majority of those judges. This rule shall not apply to probation revocation hearings.



Municipal Court Uniform Rules

RULE 12. COMPLETION OF ANNUAL CASELOAD REPORTS

In order to compile accurate data on the operation of the municipal courts, each chief judge shall ensure the accurate completion and timely submission of the Annual Caseload Reports sent to them by the Administrative Office of the Courts.

RULE 22. ARRAIGNMENT

22.1 Calendar

The judge or the judge's designee shall set the time of arraignment unless arraignment is waived either by the defendant or by operation of law. Notice of the date, time and place of arraignment shall be delivered to the clerk of the court and sent to attorneys of record, defendants and bondsmen.



FAQ: Municipal Court

While state law does not explicitly mandate a municipal court having a judge, a clerk, or a prosecuting attorney, each of these positions play a vital role in the adjudication of justice for a municipal court.

A municipal court cannot properly function and would subject citizens to unequal protection under the law without a municipal court judge and a municipal court clerk. Therefore, an implied mandate for municipal courts to have a municipal court judge and municipal court clerk, is understood.



PERSONNEL

MUNICIPAL COURT OF STONECREST



Municipal Court Personnel

Municipal Court Judges: A municipal court judge is not explicitly mandated by state law. However, it would be impossible to actually hold municipal court without a municipal court judge.

Municipal Court Clerks: By law, every municipal court has a municipal clerk. A person becomes a municipal court clerk based on his or her actions, even if the city does not designate him or her as a municipal court clerk. O.C.G.A. § 36-32-13 defines "municipal court clerk" as the primary person most directly responsible for the administration of a municipal court other than a judge of the municipal court.



Municipal Court Personnel

Municipal Court Clerks have administrative and judicial roles and it is improper for members of the legislative or executive branches to interfere with the judicial roles of the court clerk.

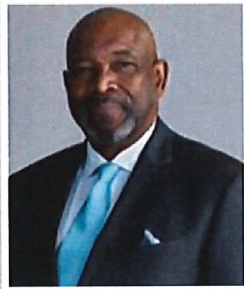
Municipal Prosecuting Attorneys: Whether a municipal court has an actual prosecuting attorney (usually titled as a prosecutor or solicitor) is a much more complicated issue than a municipal court having a judge or a designated municipal court clerk. While a municipal court cannot lawfully operate without a municipal court judge and a municipal court clerk, there are a number of municipal courts which operate without a municipal court clerk, there are a number of municipal courts which operate without a municipal court prosecuting attorney.



Court Excellence Team



Mallory Minor
Court Administrator



Hon. Curtis W. Miller
Chief Judge



Hon. Michael Sheridan
Judge



Hon. Janet Scott
Judge



Hon. Latasha Barnes
Judge



DeVondrel Banks
Lead Solicitor



Chanel Patrick
Solicitor



Mr. Jonathan M. Kester
Public Defender



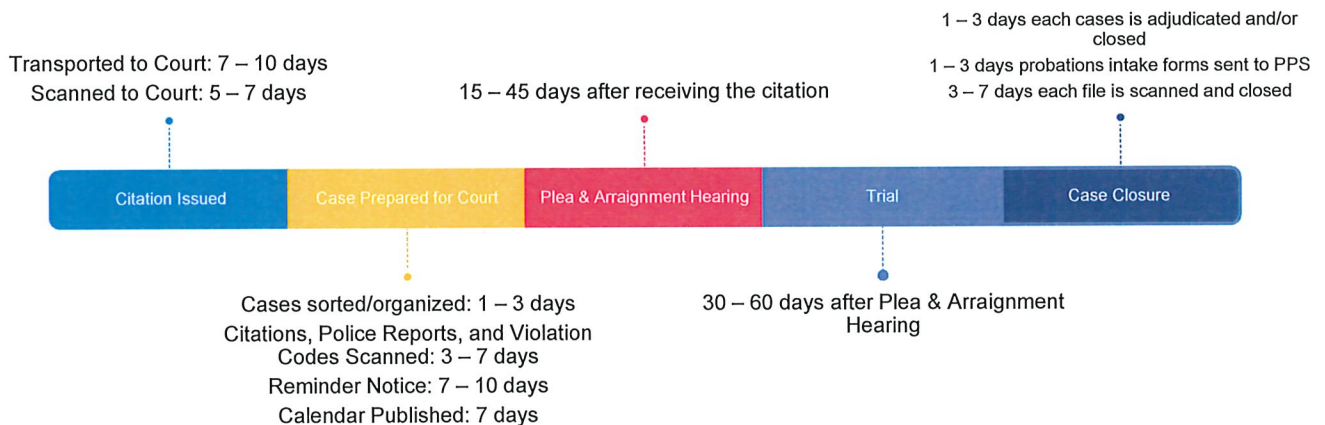
OPERATIONS

MUNICIPAL COURT OF STONECREST



Cycle of a Citation

Up to 7 days for some citations to be entered





Court Schedule

Plea and Arraignment

2nd Tuesday of each month at 8:30 AM

4th Thursday of each month at 8:30 AM

Trial

3rd Tuesday of each month at 8:30 AM

Probation Revocation Calendar

3rd Tuesday (as needed) of each month at 8:30 AM

First Appearance

Tentatively Monday, Wednesday, & Friday

Diversion Calendar

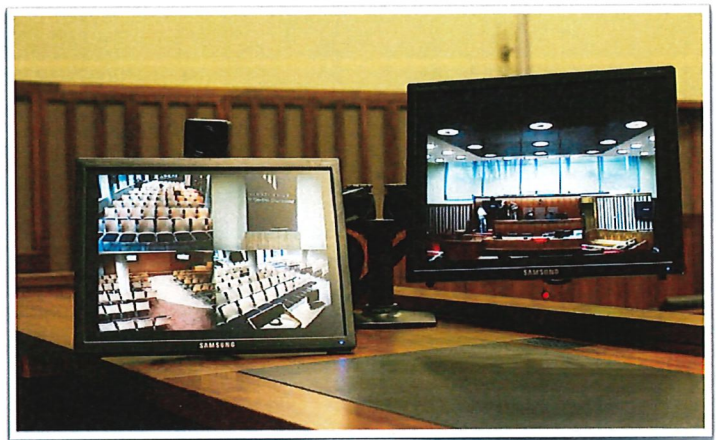
Tentatively 1st Monday of each Month

Led by Solicitor

Read Light Citation Calendar

Tentatively 3rd Wednesday of each month

Led by Solicitor

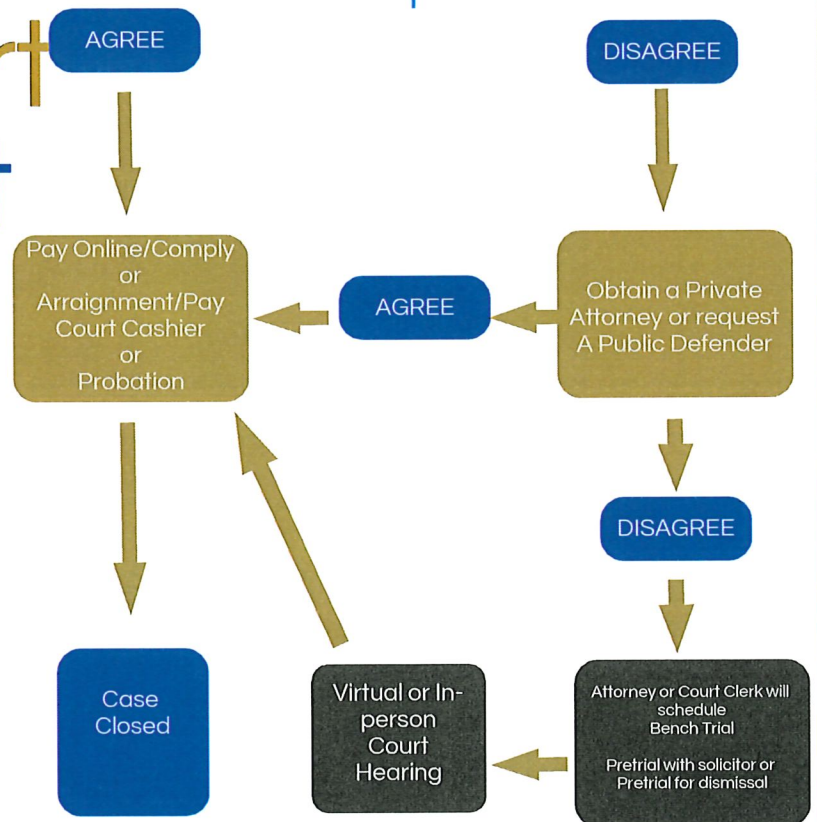




Defendant elect one option

Virtual Court Flow Chart

Received A Citation





FAQ: Municipal Court

Although, some municipal charters refer to municipal court as a “mayors’ court,” this term is outdated and should no longer be used in practice.

In 1994, the Judicial Qualifications Commission (JQC) deemed it improper for a mayor to be the municipal court judge of the same city. The JQC held that for a judge to “simultaneously serve as the Chief Executive Officer of the same city inevitably leads to a loss of public confidence in the integrity and impartiality of the judiciary.”



Pre-Trial Diversion Program(s)

- Form of Restorative Justice
- 15-18-80. Policy and procedure.

(a) The prosecuting attorneys for each judicial circuit of this state shall be authorized to create and administer a Pretrial Intervention and Diversion Program. The prosecuting attorney for state courts, probate courts, magistrate courts, municipal courts, and any other court that hears cases involving a violation of the criminal laws of this state or ordinance violations shall also be authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of such courts. Upon the request of the district attorney or solicitor and with the advice and express written consent of such attorney, the state or local governing authority may enter into a written contract with any entity or individual for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program.

- **The court operates in a more efficient manner and citizens are given the opportunity to correct offending behaviors rather than punishment.**



Probation Services

There are two (2) types of Probation: Probation Sentencing and Pay-Only-Probation

If you would like to accept the plea recommendation of the solicitor but will need additional time to pay your fines you can pay via a payment plan or on a payment date AFTER your court date by signing up for "pay only" probation.

On pay only probation you can pay the fine within 30 days of the court date without any additional cost. After 30 days there will be an additional \$54.00 per month fee until the fine is paid in full.

Note: Probation cases are subject to a monthly service fee of \$45.00 pursuant to O.C.G.A. 42-8-100 and a Crime Victims Compensation Program fee of \$9.00 per month pursuant to O.C.G.A. 17-15-13 (f).



FAQ: Municipal Court

The United States Constitution, the Georgia Constitution, and all federal and state laws which apply to municipal courts in large cities in Georgia apply equally to the smallest municipal courts.





Covid-19 Emergency Judicial Order



SUPREME COURT OF GEORGIA

FILED
Administrative Minutes
April 14, 2022
Thérèse S. Barnes
Clerk/Court Executive
SUPREME COURT OF GEORGIA

The Honorable Supreme Court met pursuant to adjournment.
The following order was passed:

IN RE: EXTENDING AND CLARIFYING TEMPORARY AMENDMENTS TO VIDEO CONFERENCING RULES FOR THE SUPERIOR, JUVENILE, MAGISTRATE, MUNICIPAL, AND PROBATE COURTS.

On March 27, 30, and 31 of 2020 and June 22, 2021, this Court issued orders temporarily clarifying and amending video conferencing rules of the Superior Courts, Juvenile Courts, Magistrate Courts, Municipal Courts, and Probate Courts. Those temporary amendments are set to expire on June 30, 2022. Those temporary amendments are hereby extended and shall remain in effect through June 30, 2023.

In addition, those rules as temporarily clarified and amended are hereby additionally clarified to allow any proceeding not otherwise allowed to be conducted by video conference so long as the judge and all the parties consent, and public access is ensured as required in said rules.

SUPREME COURT OF THE STATE OF GEORGIA
Clerk's Office, Atlanta

I certify that the above is a true extract from the minutes of the Supreme Court of Georgia.
Witness my signature and the seal of said court hereto affixed the day and year last above written.

Thérèse S. Barnes, Clerk

Orders regarding the Statewide Judicial Emergency Expired on June 30, 2021, at 11:59 p.m.

The April 14, 2022 Order Further Extending and Clarifying Temporary Amendments to Video Conferencing Rules for the Superior, Juvenile, Magistrate, Municipal and Probate Courts remains in effect.



Amnesty Program

Amnesty Program allows the court to obtain compliance with prior court orders, including Fines & Court Costs, without the need of issuing bench warrants and having citizens arrested.

NEWS RELEASE

Municipal Court of Stonecrest
COURT CONTACT: Mallory Minor
770-224-0200 • 470-727-0071 (cell)
mmminor@stonecrestga.gov
3120 Stonecrest Boulevard, Suite 190
Stonecrest, GA 30038
www.stonecrestga.gov

City of Stonecrest Government

Municipal Court of Stonecrest Offers First-Ever Amnesty Program in June

If you have an outstanding failure to appear warrant or missed a court date in the City of Stonecrest, here's your chance to clear things up.

The Municipal Court of Stonecrest will host its first amnesty program to allow individuals to address contempt fees and clear outstanding warrants.

"We encourage anyone who has delinquent court matters to take advantage of this opportunity to resolve cases," said Mallory Minor, Municipal Court Clerk of Stonecrest.

Individuals who have unpaid citations may visit the Municipal Court of Stonecrest virtually via Zoom on the following dates in June:

Tuesday, June 14, 2022
8:30 a.m. – 11:30 a.m.
Generated ID 925 7123 0102
Passcode 238754

Thursday, June 30, 2022
8:30 a.m. – 11:30 a.m.
Generated ID 989 5553 8805
Passcode 097785

Court officials may waive or offer reduced fees for most non-traffic citations. However, previously adjudicated cases are not eligible for amnesty fee rates.

The court will also allow signups for available sessions starting at 8:30 a.m. each day for the same service. Individuals who wish to address penalties and warrants under this program are encouraged to sign up early.

For information on open citations, warrants issued by the Municipal Court of Stonecrest, or to sign up early, please email courtinfo@stonecrestga.gov or call 770-224-0200.

(CITY OF STONECREST, GEORGIA, May 4, 2022)



FAQ: Municipal Court

- Municipal courts are Independent of mayor, council and police departments
- Independence is essential to Fairness and perception of Fairness
- Once appointed a municipal court judge cannot be removed except for just cause.
- Ward v. Cairo, 276 Ga. 391 (2003)
- The governing authority, however, does not have the power to overrule judicial decisions of the court





Georgia Crime Information Center (GCIC)

A division of the GBI and is the central repository for Georgia criminal history record information

Provides around-the-clock access to criminal justice information and serves as the chief provider of criminal justice information for the State of Georgia





Who is required to forward criminal history record information to GCIC?

O.C.G.A. 35-3-36 Criminal justice agency responsibilities

It shall be the duty of all chiefs of police, sheriffs, prosecuting attorney's, courts, judges, parole and probation officers, wardens, or other persons in charge of penal and correctional institutions in this state to furnish the center with any other data deems necessary by the center to carry out its responsibilities under this article.





GCIC Information Security

RESTRICTED AREA

Media Protection: CJIS Security Policy 5.8

- Document and implement processes to ensure that access to digital and physical media in all forms is restricted to authorized individuals

Visitor Control: CJIS Security Policy 5.9.1.7

- Control physical access by authenticating visitors before authorizing escorted access to the physically secure location.
- Escort visitors at all times and monitor visitor activity.





GCIC Information Security

RESTRICTED AREA

Media Storage and Access: CJIS Security Policy 5.8.1

- Securely store digital and physical media within physically secure locations or controlled areas.
- Restrict access to digital and physical media to authorized individuals.
- Follow individual agency record retention requirements/policy.
- Security controls must be sufficient to protect stored CJI.





Future of Our Municipal Court

Case Flow Management to maintain the integrity of court orders, the management and coordination of procedures used by courts to move cases from filing to disposition, including monitoring of post-disposition activity. Effective case flow management requires continuous evaluation and problem identification and skillful leadership to implement needed change.

Space Management manages physical space to ensure that all citizens have access, to offer enough space for work and movement, and to instill public confidence.



Future of Our Municipal Court

Technology Management evaluating opportunities for technologies that expand the capacity of the court system. These include the use of personal computers to navigate on line information systems; provisions for the electronic transmission of and access to data, images, and other files in automated records management and retrieval systems; assessment of emerging technologies for video and telecommunications systems, multimedia tools for education, training, and information delivery, and other computer-assisted systems that can improve court performance.

Memberships

Georgia Municipal Court Clerks Council (GMCCC) – The purpose of the GMCCC is to be a collective body of municipal court clerks that promotes educations and the collaborative efforts in developing best practices in process and procedures to maintain the records of the court.

Georgia Council of Court Administrators (GCCA) – The vision for the future improvement of courts and the justice system to assist court administration and managers to better serve.



Memberships

National Association for Court Management (NACM)-

NACM is a member organization dedicated to educating court professionals, providing community, sharing information, and advocating on important court and justice system topics.

Administrative Office of the Courts (AOC) – provides support to state, probate, magistrate, and municipal court councils; publishes journals and guides that educate citizens about the courts; and works with the General Assembly to request judicial branch appropriations.





STATE OF THE COURT

MUNICIPAL COURT OF STONECREST



User Friendly Technology

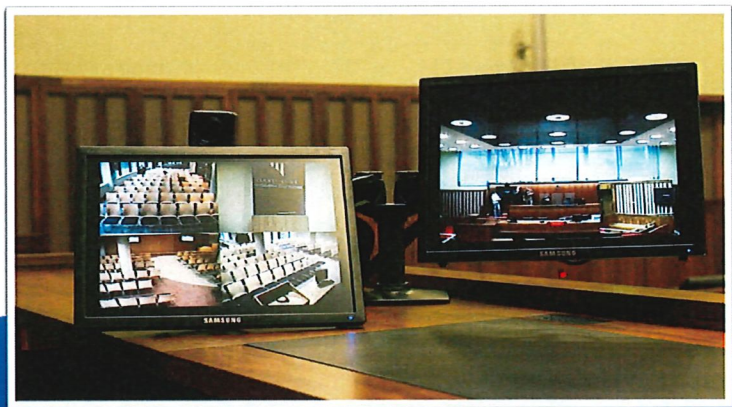
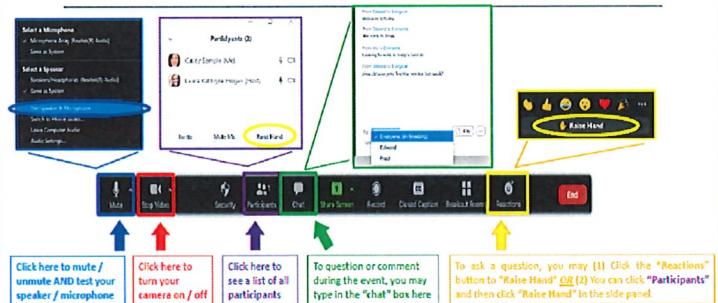
- Judge's Address
- Solicitor Plea and Arraignment Calendar Announcements
- Online Zoom Instructions

MUNICIPAL COURT OF STONECREST VIRTUAL COURT

COURTINFO@STONECRESTGA.GOV
WWW.STONECRESTGA.GOV

HOW TO USE ZOOM FEATURES

****APPEARANCE MAY VARY DEPENDING ON ZOOM UPDATE AND WHETHER YOU ARE VIEWING FROM A DESKTOP OR MOBILE DEVICE****



Court Improvements



MUNICIPAL COURT OF STONECREST Online Virtual Court Session

THURSDAY, MARCH 24, 2022 | 10:00AM
ONLINE VIRTUAL ZOOM FORMAT

The Municipal Court of Stonecrest will host Online Virtual Court Session on Thursday, March 24, 2022, at 10:00am! Below is the Zoom Meeting ID and Password information for the upcoming Online Virtual Session:

Meeting ID: 951 0636 9653

Passcode: 872249

All online virtual sessions are by law open to the public to observe. Members of the public who wish to view an online virtual session of the Court may do so via YouTube Live Streaming.

To ensure that we continue to service the needs of the public, all court inquiries may be directed to Mallory Minor, Clerk of the Municipal Court of Stonecrest via email to courtinfo@stonecrestga.gov. Thank you!

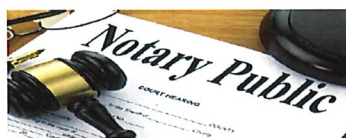
- Website
- Virtual Court
- New Secure Office Location
- Court Pre-Trial Room
- Judge's Chamber
- Court Cashier Room
- Police Communication
- Code Enforcement Communications
- Court Date Consistency
- Data Tracking
- Online Payment Options



Court Connections

Free Notary Training

Amnesty Program



MUNICIPAL COURT OF STONECREST FREE NOTARY TRAINING

TUESDAY, JULY 19, 2022 | 10:00AM
ONLINE VIRTUAL ZOOM MEETING

The Municipal Court Clerk's Office in collaboration with the Georgia Superior Court Clerk's Cooperative Authority (GSCCCA) will offer a **FREE** Notary Public Training for individuals who are interested in becoming a notary and those that are already notaries. The training will address basic notary guidelines for fulfilling the duties of a Notary Public in the State of Georgia.



For questions, please contact courtinfo@stonecrestga.gov
We look forward to seeing you there!

Free Record Expungement Educational Town Hall



Free Record Expungement Educational Town Hall



Join us virtually to learn what criminal history
can be cleared from a Georgia record.

Thurs. Aug. 18th, 2022 | 2PM
Register: bit.ly/GJPTownHall822

In partnership with the Municipal Court of Stonecrest. For
questions, please contact Paige@GJP.org.



Citation Overview

	Tickets Issued	Tickets Open	Tickets Adjudicated	Tickets Closed	Assessed Fines & Fees
2018	355	22	13	300	\$25, 014
2019	427	43	-	384	\$27, 775
2020	349	88	83	178	\$91, 935
2021	192	53	5	134	\$36, 945
2022	623	242	25	356	\$121, 159





Court Management

Courtware/Justice One

- Provides Online Court Management Solutions

Government Window

- Innovative e-Payment Solution for Government Agencies
- No Cost to the City of Stonecrest

DocuSign

- Provides eSignature Solutions
- Fast, efficient, connected and secure



Court Projections

Court Access

- Court Innovations
- Court Kiosk
- Hybrid Court Option
- ✓ Open Court Cashier Station



Upgraded Filing System

- Create Electronic Record Retention
- Reorganize Filing System
- Scan and Search System

New Staff

- ✓ Court Administrator
- ✓ Extern
- ✓ Public Defender
- Municipal Court Clerk





MENDING THE GAP

MUNICIPAL COURT OF STONECREST



Mending The Gap

- Public Safety Liaison (Law Enforcement Experience)
- Execution of Warrants Specified in IGA
- Establishment of Georgia Crime Information Center Monitoring Services
- Fingerprinting Process
- Expansion of Court Space
- Secure Court Space





MUNICIPAL COLLAGE





Municipal Court Contact Information

Phone: (770) 224-0179

Direct Phone: (470) 727-0071

Email: CourtInfo@stonecrestga.gov

Citation Payment Website: Government Window - Stonecrest

Citation Payment Phone Number: (877) 575-7233

Website: www.stonecrestga.gov



CITY COUNCIL AGENDA ITEM

SUBJECT: POTENTIAL COURT SERVICES

AGENDA SECTION: *(check all that apply)*

☒ PRESENTATION ☐ PUBLIC HEARING ☐ CONSENT AGENDA ☐ OLD BUSINESS
☐ NEW BUSINESS ☐ OTHER, PLEASE STATE: PUBLIC NOTICE

CATEGORY: *(check all that apply)*

☐ ORDINANCE ☐ RESOLUTION ☐ CONTRACT ☐ POLICY ☐ STATUS REPORT
☒ OTHER, PLEASE STATE: INFORMATIONAL

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

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

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

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Mallory Minor, Court Administrator

PRESENTER: Hon. Chief Judge Curtis W. Miller

PURPOSE: Potential Court Services

FACTS: The Municipal Court operates under the laws of the State of Georgia and try all misdemeanor traffic and criminal cases (with some limitations), code enforcement cases and city ordinance violations that occur within the city limits. Municipal Courts throughout the State of Georgia are handling Red Light Camera Citations, School Zone Speed Camera Citations, and Misdemeanor Traffic Citations. The Municipal Court of Stonecrest is now prepared to provide additional court services.

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

RECOMMENDED ACTION: N/A

ATTACHMENTS:

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

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



CITY COUNCIL AGENDA ITEM

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



CITY COUNCIL AGENDA ITEM

SUBJECT: Classification and Compensation Study Vendor Recommendation

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

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

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

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

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Gia Scruggs, Acting City Manager/Finance Director

PRESENTER: Gia Scruggs

PURPOSE: According to the Charter, the city manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city council for approval. Said plan may apply to 1312 all employees of the City of Stonecrest and any of its agencies and offices. The Human Resources Director presented a draft version of a Comprehensive Classification and Compensation System at the work session on July 11, 2022.

FACTS: A final version of the Comprehensive Classification and Compensation Study was never presented and approved by Council. At this time, the Acting City Manager is requesting to use MGT of America Consulting, LLC. to perform this study that will meet the requirements of the Charter and the official duty of the City Manager. MGT Consulting is under state contract and the competitive process has been applied per the Purchasing policy. The proposal cost is \$55,280.00. The funding shall be from General Fund – City Manager – Professional Services.

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



CITY COUNCIL AGENDA ITEM

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

ATTACHMENTS:

- (1) Attachment 1 - MGT Consulting Group Classification and Compensation Study proposal
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

January 23, 2023

Gia Scruggs
City of Stonecrest
3120 Stonecrest Blvd
Stonecrest, GA 30038

Dear Ms. Scruggs:

MGT Consulting Group (MGT) is pleased to respond to the City's request for a classification and compensation study.

MGT's project team has years of experience in human capital leadership, including classification and compensation consulting and other human capital projects for a wide variety of organizations across the nation. Our proven work plan, experienced staff, and more than four decades of public sector consulting experience make MGT an excellent choice to provide a classification study and plan for the City of Stonecrest.

UNDERSTANDING OF ASSIGNMENT

MGT understands the City's desire for a classification and compensation study for 65 positions.

To accomplish this, MGT proposes to utilize its most updated and time-tested methodology and detailed work plan to guide all phases of the study process. MGT has conducted numerous similar client engagements over the last decade, enabling us to ensure the best possible outcome for your unique situation.

Our workplan, detailed tasks and project activities, milestones, and outcomes, are detailed below.

PROPOSED APPROACH

As we currently understand the assignment, our proposed scope of work includes the below tasks.

Task 1: CONDUCT INITIAL MEETING(S) AND FINALIZE PROJECT WORK PLAN

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To meet with the designated Project Officer, and other key staff as determined by the Project Officer, to gain a comprehensive and mutual understanding of the project's background, goals, and scope. ▪ To identify, in more detail, the City's specific objectives and expectations for the study, other specific needs and concerns, the level of staff involvement required, and the strategies to be employed during the study. ▪ To ensure MGT's team has a solid understanding of the City's present compensation system and the system's strengths and weaknesses. ▪ To make any needed modifications to the work plan, expected outcomes, or timeline to ensure all parties agree regarding the scope and project goals. ▪ To agree upon a work plan, timeline, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives. 	<ul style="list-style-type: none"> ▪ Revised work plan and timeline. ▪ Data Request Checklist.

Task 2: REVIEW CURRENT SYSTEM AND GATHER JOB DATA

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To perform a comprehensive review of the City's current compensation system. ▪ To assess the City's current compensation policies in terms of assigned target market value to determine competitiveness. ▪ To review the City's current job descriptions for employees. ▪ To review related compensation administration policies and the factors currently used by the City in determining pay grade or salary level. ▪ To identify opportunities to consolidate job classes and overall compensation program to ease future maintenance of such frameworks. ▪ To review existing position compensation and classification plan documents, current organizational charts, prior studies, and databases. ▪ To administer a job description review process for supervisors to provide updates and feedback on current job descriptions. ▪ To administer MGT's Job Content Questionnaire (JCQ) as needed to supervisors to collect relevant job data for analysis for positions without current job descriptions. ▪ To review collected feedback and job data. 	<ul style="list-style-type: none"> ▪ Assessment of current compensation system. ▪ Administration of supervisor review process of current job descriptions, as needed. ▪ Administration of MGT's Job Content Questionnaire (JCQ), as needed. ▪ Analysis of collected job data.

Overview of MGT's Job Content Questionnaire (JCQ) and Supervisor Feedback Process

During the beginning tasks of the proposed work plan, MGT will prepare and administer the Job Content Questionnaire© (JCQ) as needed to collect job data for review. The JCQ (see sample presented in Appendix A) is used to capture specific job data on factors such as education requirements, experience requirements, financial authority, job complexity, authority, essential job duties, physical demands, and work environment (i.e., FLSA and ADA requirements).

MGT will also administer a job description review process to supervisors in which they may provide updates and feedback on current job descriptions for positions under their supervision. Supervisor feedback will be reviewed by MGT and job descriptions will be updated accordingly.

Task 3: IDENTIFY RELEVANT RECRUITMENT MARKET(S) AND BENCHMARK POSITIONS

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To identify the appropriate recruitment market(s) for positions included in the study and for use in the selection of relevant market data sources. ▪ To determine appropriate public and private organizations, in collaboration with the City, that offer comparable employment opportunities to use for benchmark comparisons. Consideration will be given to the following criteria: <ul style="list-style-type: none"> – Geographic Area (Location). The geographical scope of the labor market survey (i.e., local, statewide, regional, or national recruitment areas). – Service Structure. Organizations with comparable jobs and similar organizational structure and economic characteristics. – Size. Comparability of organizational size (measured through number of management and non-management positions, budget, population served, etc.). ▪ To select up to 15 benchmark positions that meet the approval of the Project Officer and administer a market salary survey. ▪ To review all positions relative to classification and FLSA status, providing recommendations for job title and FLSA status updates as appropriate. ▪ To benchmark all positions to selected data sources. 	<ul style="list-style-type: none"> ▪ Recruitment market(s) identified. ▪ Data sources identified for benchmarking. ▪ Creation and distribution of market survey(s). ▪ Analysis of market survey results. ▪ Identification of benchmarks.

Task 4: REVISE AND PREPARE JOB DESCRIPTIONS AS NEEDED

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To review and examine job data and make appropriate content revisions to job descriptions. ▪ To develop job descriptions for positions currently without a description from collected job data. 	<ul style="list-style-type: none"> ▪ Updated job descriptions, as needed.

Task 5: DEVELOP COMPENSATION SYSTEM AND SUBMIT REPORT

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none"> ▪ To conduct pay plan modeling and assign positions to pay grades in the new system. ▪ To provide an updated / new compensation system that: <ul style="list-style-type: none"> – Reflects the relevant recruitment markets in which the City competes. – Is flexible to manage and update for ongoing maintenance and administration. – Contributes to the overall efficiency and effectiveness of City operations. – Reflects the mission, goals, and strategic plan of the City. – Provides implementation strategies for moving employees into the new structure(s). – Provides flexibility and guidelines for maintenance of the new structure(s). ▪ To review the draft compensation system, including financial impact, with the Project Officer and other appropriate staff, make any needed adjustments, and finalize recommendations. ▪ To develop and present a final report containing detailed narrative about the study's methodology, results, implementation strategies, guidelines for maintenance, and implementation costs. The final report will include a detailed description of the development and characteristics of the proposed pay structure(s), including grade and range spreads. 	<ul style="list-style-type: none"> ▪ Draft report. ▪ Final report.

Task 6: DEVELOP IMPLEMENTATION STRATEGIES

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
<ul style="list-style-type: none">▪ To provide phase-in options and cost projections for proposed changes.▪ To provide policies and procedures for long-term system maintenance and administration.▪ To assist in communicating the results of the classification and compensation study to key stakeholders.	<ul style="list-style-type: none">▪ Phase-in options and cost projections.▪ Policies and procedures for system maintenance and administration.▪ Communication of study results.

WORK PLAN ASSUMPTIONS

Providing assumptions helps the entire team (client and consultant) fully understand each other's expectations for the project. The following outlines our work plan assumptions:

- 1) MGT will work with the City to find the appropriate balance between onsite and virtual work due to the COVID-19 pandemic. MGT can and has successfully performed all tasks virtually.
- 2) The City will designate a Project Officer in concert with (or prior to) project kick-off.
- 3) All phases of the project will involve significant input from key identified City stakeholders, including the Project Officer.
- 4) MGT will not be updating the format of the City's job descriptions, and only making revisions to the content of the descriptions. Job descriptions will be delivered to the City in Word document format.
- 5) If the City prefers that MGT utilize additional sources of salary data in addition to MGT's market survey and data obtained through MGT's partnership with Salary.com (e.g., a subscriber service, or regional salary survey), the City will facilitate MGT's access and bear any associated costs.
- 6) Data collection and analyses will primarily be conducted online, with select interviews and focus groups utilized as necessary to ensure successful project outcomes.
- 7) The implementation of the new system will be dependent upon the City's fiscal considerations and other factors to be identified by the City during the work effort.
- 8) The study is divided into tasks, although some will occur simultaneously to best meet the City's desired schedule. In order to meet the schedule proposed, additional reviews of materials by the City will need to occur within one week of submission.
- 9) A clear and concise implementation plan and strategy will be provided to the City to enable an appropriate phase-in of study results.

Ms. Scruggs
January 22, 2023
Page 6

- 10) Final reports are assumed final, if we do not hear from the City within two weeks of report delivery (email or hard copy).

The entire classification and compensation study process is transparent, and all data collection instruments, methodology, and final outcomes will be documented in detail. All files are provided in Excel or Word formats for maximum implementation efficiency and periodic updating by the City.

PROJECT TIMELINE

The proposed scope of work may be completed in three (3) months if the City can meet virtually and provide relevant documents in a timely manner.

PROPOSED COST

MGT's total cost for this engagement is **\$55,280**.

**City of Stonecrest, GA
Classification & Compensation Study
PROPOSED PROJECT BUDGET**

Milestones and Tasks		Professional Hours*	MGT Fees	Other Expenses	Total Direct Expenses*	GRAND TOTAL
1	CONDUCT INITIAL MEETING(S) AND FINALIZE PROJECT WORK PLAN	4	870	-	-	870
2	REVIEW CURRENT SYSTEM AND GATHER JOB DATA	70	8,550	-	1,100	9,650
3	IDENTIFY RELEVANT RECRUITMENT MARKET(S) AND BENCHMARK POSITIONS	149	16,845	1,000	1,000	17,845
4	REVISE AND PREPARE JOB DESCRIPTIONS AS NEEDED	102	11,110	-	-	11,110
5	DEVELOP COMPENSATION SYSTEM AND SUBMIT REPORT	98	12,690	-	1,100	13,790
6	DEVELOP IMPLEMENTATION STRATEGIES	13	2,015	-	-	2,015
GRAND TOTAL, Hours and Fees		436	52,080	1,000	3,200	55,280

**Includes fees and hours attributable to MGT professional and subcontractors hours and travel.*

Thank you for your consideration of MGT as your consultant for this project. If you have questions on any aspect of this proposal, please contact **Mr. Bruce Cowans** at bcowans@mgtconsulting.com or **847-441-4175**.

Yours truly,



Bruce Cowans
Vice President



CITY COUNCIL AGENDA ITEM

SUBJECT: Everett Park Parking lot and Kayak design vendor recommendation

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

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

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

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

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Gia Scruggs, Finance Director for the City Engineering Department

PRESENTER: Gia Scruggs

PURPOSE: The Finance Department published a solicitation 2022-20 on November 21, 2022. This solicitation closed on December 21, 2023.

FACTS: The Finance Department had a total of two proposals from Corporate Environmental Risk Management (CERM) and Prime Engineering. The evaluation committee scored the evaluations based on the criteria set forth in the solicitation. The evaluation committee scored Corporate Environmental Risk Management (CERM) as the preferred vendor. The proposal amount is \$95,360.00. The funding for this will come from SPLOST – Salem Park Parking Lot Design/Construction.

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

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - Bid Summary



CITY COUNCIL AGENDA ITEM

- (2) Attachment 2 - Draft Contract
- (3) Attachment 3 - Corporate Environmental Risk Management (CERM) Proposal
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.

Everett Park Park Lot & Kayak Launch Design RFP No. 2022-021		Corporate Environmental Risk Management (CERM)	PRIME ENGINEERING
Section 1 - Qualifications and Experience		Maximum Points	
Evaluator 1	25	80	74
Evaluator 2	25	75	80
Evaluator 3	30	75	70
Cost	20	20	15
	100	250	239
Total Section 1		250	239

SUBMISSION COVERSHEET

COMPLETE AND RETURN THIS PAGE ALONG WITH THE LIST OF ITEMS BELOW

**REQUEST FOR PROPOSAL
No. 2022-021**

EVERETT PARK PARKING LOT AND KAYAK RAMP DESIGN

Company Name	Corporate Environmental Risk Management		
Contact Person	Yasmin Moreno		
Address	1990 Lakeside Parkway, Suite 300; Tucker, GA 30084		
Email	ymoreno@cerm.com	Phone	678.999.0173

You must complete and submit copies of the following items:

1. **SUBMISSION COVERSHEET** (this completed document)
2. **PROVIDE ALL INFORMATION** for services proposed.
3. **REFERENCES and CLIENTS LIST** (completed reference and client list form)
4. **E-VERIFICATION DOCUMENTATION – Contractor Affidavit**
5. **COST PROPOSAL FORMS.** Complete the Cost Proposal form(s) VIA BIDNET

By submitting a response to the RFP, the supplier is acknowledging that the supplier:

1. Has read all the information and instructions,
2. Agrees to comply with all the terms and conditions and information and instructions contained in this RFP.

Signature of Person Authorized to Sign on Behalf of the Offeror:



Printed Name/Title:

Terrell S. Gibbs, Chief Operating Officer



C · E · R · M
BUILDING BETTER COMMUNITIES

City of Stonecrest RFQ #2022-021

EVERETT PARK PARKING LOT AND KAYAK LAUNCH RAMP DESIGN

Submitted By:
Corporate Environmental Risk Management, LLC
1990 Lakeside Parkway, Suite 300 Tucker, GA 30084
p. 678-999-0173 f. 678-999-0186 www.cerm.com
Contact: Yasmin Moreno, PE, Project Manager
ymoreno@cerm.com / 770-845-6715

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Appendix	
<i>Required Forms</i>	



1. Letter of Transmittal

Dear selection committee members:

Protecting the community's natural resources while providing safer and overall better quality access to those resources is a vital undertaking for the City of Stonecrest. Since its incorporation in 2017, the City has acquired a system of trails, parks, recreation facilities, and waterways that have become treasured amenities for its residents, visitors and businesses.

Corporate Environmental Risk Management support the city's goal to provide targeted enhancements to create a sense of place by providing quality design of the Kayak launch and value added improvements to the existing parking lot at Everett Park. **We are committed to move Stonecrest Forward.**

Company Information

Corporate Environmental Risk Management
1990 Lakeside Parkway, Suite 300
Tucker, GA 30084

Primary Contact:

Yasmin Moreno, PE / Project Manager
ymoreno@cerm.com / 770-845-6715

Regional Offices

- 958 Dauphin Street Mobile, AL 36604
- 4767 New Broad Street Orlando, FL 32814

BRIEF FIRM HISTORY

Corporate Environmental Risk Management, (CERM) is a full-service engineering, environmental, and program management firm with more than 130 dedicated technical service and project management professionals. We align human, technology, and capital resources to solve engineering challenges on time and within budget. As a national award-winning Small and Minority Business Enterprise (SBE/MBE), CERM is headquartered in Tucker and has regional offices located in Alabama and Florida. We take pride in providing customized solutions to our transportation, environmental, facilities, and federal clients throughout the southeastern United States. Since our founding in 1995, CERM has remained committed to helping our clients protect their interests through an interdisciplinary method of management, design, engineering, and construction of their projects. Our project delivery process is client-centered which affords us the opportunity to truly partner with our clients to achieve the best outcomes to meet their needs.

CERM has consistently been recognized as an industry leader and community partner. Our recent honors include the 2021 Maynard H. Jackson Legacy Leadership Award from Hartsfield-Jackson Atlanta International Airport, the 2020 U.S. Department of Commerce Minority Business Development Agency (MBDA) Construction Firm of the Year (bestowed upon a firm in the A/E/C industry), PSMJ Building a Better World Award, and the American Council of Engineering Companies (ACEC) Engineering Excellence National Recognition Award.

CERM has more than 25 years of experience in development projects providing engineering, environmental management, program management, construction management, planning, remediation and contracting, and survey and mapping services to numerous city, county, and

state clients in Georgia and across the southeastern states. We have also invited two subconsultants to join our team. Gjertson Design will provide Landscape Architecture and minority owned CivTech Consulting will provide drainage consulting and QA/QC support. We have a longstanding relationship with both of our partner firms which fosters collaboration and creates a seamless project delivery through each phase



GJERTSON DESIGN

Planning & Landscape Architecture

Gj:D was formally established by Ms. Crowell and David Gjertson, PLA, AICP in 2020. As an emerging business Gj:D is currently working toward establishing Gj:D as a Disadvantage Business Enterprise (DBE). Gj:D is uniquely situated professionally and geographically to provide quality landscape architecture, engineering, and planning services. We bring together a consortium of accomplished professionals. Gj:D's practice leaders understand how to perform successfully, internally and externally, within the new "live-work-recreate" context and have effectively adapted to providing their team and clients excellent service. A few of Gj:D's representative projects include:

- Town Center CID - New Day Creek Trail
- Dekalb County Parks and Recreation – Ellenwood Park



CIVTECH CONSULTING

Drainage Consulting & QA/QC

CivTech Consulting, LLC is a full-service civil engineering firm with experience in Public Infrastructure, Site Development, Water Supply Systems, Sewer Systems, Drainage and Storm water Management, Construction Management and Project Management that is headquartered in Atlanta, GA but also operates in Kingston, Jamaica. CivTech started operations in 2002, and since then has completed infrastructure and land development projects in Georgia, US Virgin Islands, British Virgin Islands, and Jamaica.

We the City of Stonecrest's vision and objectives as outlined in the City's FY2023 Budget and Comprehensive Plan Initiatives, and the American Rescue Plan Act, as well as other plans developed to enhance the quality of service transportation, connectivity, and community – safely. As a member of the DeKalb County and City of Stonecrest business, civic, and education communities, we are pleased to provide our qualifications in Surveying, Geotechnical, and Civil Design Services for the Everett Park Parking Lot and Kayak Launch Ramp Design.

Sincerely,

Albert G. Edwards,
President & CEO | Authorized Representative
aedwards@cerm.com | 404-308-0310

Yasmin Moreno, PE
Project Manager
ymoreno@@cerm.com | 770-845-6715

Executive Summary

As your civil engineering team, our leadership experience, passion for creative and efficient design, and commitment to sustainable communities will help guide the delivery of this design plan for Everett Park. We embrace the City's mission and vision for a park and kayak launch area that will be a recreational attraction connecting people to nature, fostering active lifestyles, and promoting the community's ecological treasures such as the South River. **We are proposing a team that is locally vested and community focused to prepare creative design plans that bring quality and value to the City.**

Corporate Environmental Risk Management (CERM) has the engineering expertise of over 130 engineers, surveyors, geotechnical experts, scientist, planners, construction administration professionals, inspectors that can be deployed from our Tucker, Georgia office to successfully execute this project.

CERM has completed varying environmentally sensitive, innovative, and sustainable designs, like the Atlanta Beltline's Enota Park, City of Atlanta's Westside Park, and the City of Stonecrest's Panola Shoals Trailhead Streambank Rehabilitation Project. CERM is currently redesigning the MARTA Indian Creek Station Parking Lot to incorporate green infrastructure. The design will convert nearly 18 acres of asphalt pavement into a combination of pervious pavers, raised walkways, bioswales and landscaping islands to create an aesthetically pleasing, pedestrian friendly, parking area that reduces stormwater runoff, eliminates heat islands and improves the quality of the water discharged into the surrounding ponds, lakes, and rivers.

For this project, we are proposing an integrated team comprised of CERM leading the design and specialty firms—Gjertson Designs for landscape architecture and CivTech Consulting for drainage consulting and peer review. The strength of our team is our comprehensive in-house expertise from the preliminary investigations that will be performed by our survey and geotechnical groups, to our innovative design team and finally to our construction engineering inspectors and materials testing group that can conduct quality assurance on the final construction and products.



Locally Vested

With our headquarters just minutes from the City of Stonecrest and Everett Park, our team has a vested interest in supporting quality enhancements to the park and surrounding community.

Community Focused

We know the area and are familiar with people and property that may be impacted by the improvement of this site. We have quality relationships that are necessary to garner feedback to make informed design recommendations.

Creative Design

Our design team has the innovation and skill to develop a design with quality engineering principles that brings the most value to the City, its constituents, and visitors.

Our team has routinely facilitates local agencies through the environmental and land development permitting process. This experience supporting developers and augmenting municipal staff gives our team a thorough understanding of all facets of the local regulatory requirements and provides the framework for this approach.

Our Project Manager, Yasmin Moreno, PE, will be responsible for ensuring that appropriate resources are utilized on each phase of this project. As the primary point of contact on the contract, Ms. Moreno will maintain accountability and responsibility for the scope, schedule, and budget during the full life of the project. Reporting directly to Ms. Moreno, the Team's Technical Managers will serve as subject matter experts for each scope item and be responsible for the efficient completion of their assigned tasks. Our team has effective working partnerships with the reviewing agencies and City of Stonecrest's management, technical, and maintenance staff. These relationships are one of the keys to successful project delivery. This integrated approach helps to assure quality and collaboration within our team and also with the City from kick-off to final deliverable.

The CERM Team is an exceptional partner, whether on the grand, regional scale for a project like the rehabilitation of the MARTA Indian Creek Station and the South River Stream Bank Restoration Project @ Panola Shoals Trailhead, or on a smaller scale like the expansion of Enota Park or the Balmoral Drive Drainage Improvements. We deliver quality in places and spaces of all shapes and sizes and have the innovation to make enhancements at any scale. We believe our team has the subject matter experts, the experience, and strong local and national relationships to deliver the best site design for the citizens of the City of Stonecrest and the region.

WHY CHOOSE CERM?

Local Knowledge, Relationships, and Presence.

Along with our local experience and inherent relationships, we bring an understanding of agency dynamics that will enable us to be a better advocate for you.

Benefit: The City will get current and informed guidance on local issues and stakeholders.

Experience and Familiarity with the Proposed Site.

The CERM team has previously worked on and around this site. Because of our history on the site, we will hit the ground running.

Benefit: The project will have reduced ramp up time and more knowledgeable team

Commitment to Stonecrest's Vision and Values

Delivering these enhancements to Everett Park and the Streambank Rehabilitation at the Panola Shoals Trailhead is critical to gaining the trust of the City's stakeholders and citizens. CERM can deliver these projects simultaneously and create efficiencies during construction.

Benefit: This will save time and money while providing a more thoughtful, integrated design.

"CERM has established itself as a dedicated community builder. I found their work to be exemplary and their model of excellent service delivery to be amongst the best."

Mr. Reginald Wells,

Director DeKalb County DWM

Project Personnel

EXPERIENCE AND REPUTATION OF PM



As a Project Manager and Civil Design Practice Leader **Yasmin Moreno, PE** is responsible for developing and supporting the Engineering Group's project portfolio with its government, transportation, and corporate clients and teaming partners. She is skilled in coordinating and directing the scope, schedule, and budget of transportation projects, having managed complex preconstruction

road widening, pedestrian trail, bridge replacement, and intersection improvement projects in the metro Atlanta area. Ms. Moreno is experienced in leading project teams from scope development to project closeout through coordination with local governments, stakeholders, and subject matter experts (SMEs). Ms. Moreno has prepared construction plans and technical specifications for urban and rural facilities for over 25 years. She has extensive experience managing large projects such as I-75 widening Design-Build as well as small intersection safety improvements and complete street projects. She has also managed, and prepared construction plans for numerous roadways throughout the southeastern United States. She has also planned and designed roadways on the landside of airport facilities as well as managed all aspects of design from grading, drainage, utilities, marking, striping and erosion control.

KEY TEAM LEADS (full resumes in appendix)

ERICK SMITH, RLS:

Survey: 22 Yrs

Experienced in performing boundary, topographic, engineering design, construction layout, construction as-built, and construction quality assurance (QA) surveys. Adept at utilizing AutoCAD Civil 3D BENTLEY MicroStation/ InRoads

TOM TYE, PE

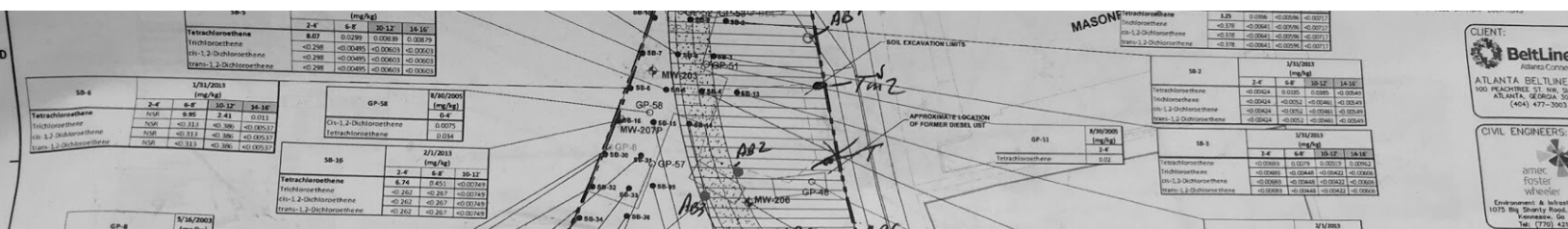
Geotech: 36 Yrs

Expertise in design and installation of instrumentation systems (automated/robotic); deep and shallow foundations; soil stabilization; ground improvement; slope stability & underpinning; excavation bracing for large earthwork facilities; and construction management.

KENNETH FLUKER, PE

Construction Admin: 29 Yrs

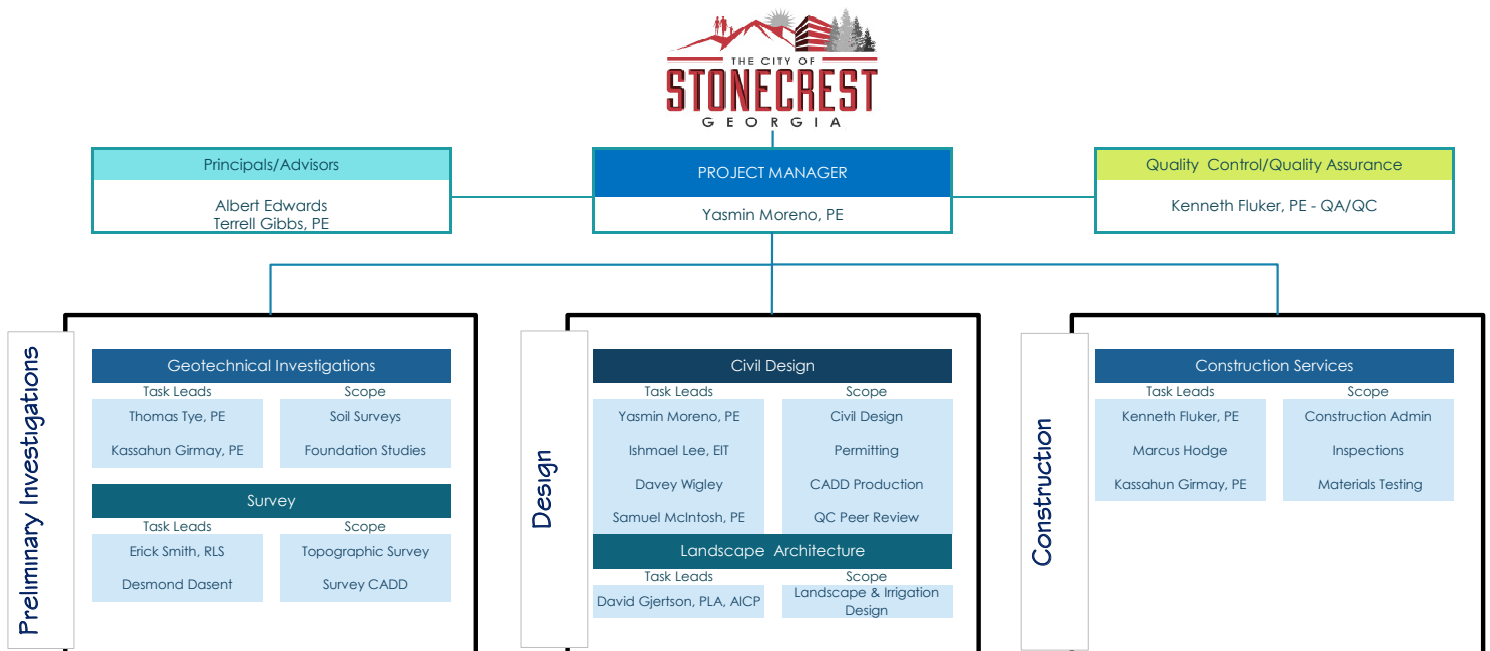
Executes and directs individual project delivery plans and schedules; monitoring consultants, subcontractors, and project team members to ensure compliance with contractual agreements, state and federal guidelines, and budgetary restrictions to facilitate timely project progression.



Organizational Structure

Our Team has been thoughtfully assembled to meet the sophisticated environmental needs of the City of Stonecrest. We vow, as a Team and as individuals, to be:

- Creative and resourceful in delivering your mission
- Responsive to your needs;
- Flexible in our thinking;
- Collaborative with each other and with you; and
- Engaged in our work and in your organization at all times.



Yasmin Moreno, PE

**PROJECT MANAGER
CIVIL DESIGN LEAD
25 Years Experience**



Education

- M.S. in Transportation – Georgia Institute of Technology (1997)
- Bachelor's Civil Engineering – Georgia Institute of Technology (1996)

Registrations & Certifications

- PE Georgia Registration No. 26734
- PE Florida Registration No. 68974
- GSWCC LEVEL II 0000029509
- Florida Stormwater Erosion and Sedimentation Control Inspector #4336

Software & Systems

- Civil 3D
- AutoCad
- Microstation
- Microsoft Project

Professional Background

Yasmin Moreno is a Senior Project Manager specializing in transportation infrastructure projects. Ms. Moreno has prepared construction plans and technical specifications for urban and rural facilities for over 25 years. She has extensive experience managing large projects such as I-75 widening Design-Build as well as small intersection safety improvements and complete street projects. Ms. Moreno managed, and prepared construction plans for numerous roadways throughout the southeastern United States. She has also planned and designed roadways on the landside of airport facilities. She has managed all aspects of design from grading, drainage, utilities, marking, striping and erosion control.

Experience

Engineer of Record, South River Watershed Alliance (SRWA) Panola Shoals Riverbank Stabilization and Restoration

CERM was tasked with developing a solution to reduce severe erosion and sedimentation of the streambank at the Panola Shoals Trailhead. Ms. Moreno analyzed the watershed conditions, researched the evolutionary tendencies of the river and calculated the hydrologic causes of the erosion and sedimentation. The results were used to develop a concept plan that would provide enduring stabilization measures, be aesthetically pleasing and environmentally sensitive. The project called for the installation of a block-retaining wall, gabion walls and strategic landscaping to permanently stabilize the bank and provided for an ADA compliant ramp leading from the trail down to the Riverbank for residents to launch kayaks.

Engineer of Record, DeKalb County Public Works/ Roads and Drainage On- Call Services Contract – Pine Lake Road/Oak Avenue Drainage Improvements

Ms. Moreno served as the Engineer of Record for design of two culvert replacements located at Pine Lake Road and Oak Avenue in Tucker, GA to address flooding problems emanating from a drainage creek flowing under two local roads in the Pine Lake Neighborhood. The project also included the realignment and restoration of the stream channel between the two culverts. Ms. Moreno developed the construction documents, including grading and erosion control plans and prepared a cost estimate for the county.

Yasmin Moreno, PE

PROJECT MANAGER CIVIL DESIGN LEAD

Project Engineer, Enota Park Expansion | Atlanta, GA

Provided the site design for the entire project, working alongside other professionals on the design team including architects, landscape architects, structural engineers, geotechnical engineers, and arborists. The park was designed to be constructed and operated using environmentally sustainable practices and is eligible for SITES accreditation through the U.S. Green Building Council.

Design Engineer, Hartsfield-Jackson Atlanta International Airport Ramp 19 and Taxiway A3 Pavement Replacement

As part of the Aviation Infrastructure Solutions (AIS) Joint Venture, Ms. Moreno prepared key construction packages for the replacement of nearly 100,000 SY of airfield pavement near the DELTA airlines maintenance hangar as well as Taxiway A3. Ms. Moreno was responsible for the major overhaul of the utilities, pavement marking, erosion control and construction control plan.

Design Engineer, ATL Airport - Airside Erosion Repair and Grassing, Atlanta, GA

Managed and designed improvements to correct ponding and eroded sites in the runway and taxiway safety areas on the airfield. Responsible for overall design, geometry, grading, drainage, erosion control, and construction phasing.

Project Engineer, Hartsfield-Jackson Atlanta International Airport Taxiway and Runway 9L Pavement Replacement, Atlanta, GA

This project consists of replacing airfield pavement in poor condition. The work includes the replacement of portions of Runway 9L, portions of several taxiways and the entrance to portions of Ramp 6. Project also requires the relocation of drainage structures and drainage lines, underdrain systems, markings, and grassing. Ms. Moreno prepared the geometry plan and erosion control plan. She provided peer review for the joint layout pavement plan, drainage plan and striping and marking plan.

Production Manager, Peachtree City – Falcon Field Hangar Area B, Peachtree City, GA

Was responsible for managing the grading and drainage concept for the 20-acre hangar development and managing the full design of a portion of the hangar development. She provided grading, drainage, utilities, marking, and striping elements, and coordinated the lighting of the taxiway connection.

Senior Project Manager, Engineering & Environmental Design Inc., Orlando, FL

Was responsible for civil, stormwater, roadway, parking, grading and drainage design services for a 90-acre mixed use commercial and residential site. Deliverables included but are not limited to preliminary and final construction documents, engineering reports, cost estimates, schedules, specifications, permit applications and review of others' designs. Projects' designs have state and local design standards as appropriate for roadway, stormwater, site development and utilities. Permitting was through the South Florida and Southwest Florida Water Management Districts, FEMA and FDEP as well as Polk and Osceola Counties.



Tom Tye, PE

GEOTECHNICAL LEAD
36 Years Experience



Education

- Bachelor of Civil Engineering (CE) – Georgia Institute of Technology
- Master of Science, CE – Georgia Institute of Technology
- Master of Business Administration – Georgia State University

Registrations & Certifications

- Georgia Professional Engineer (PE) #18510
- PE – AL #22147, AR #9461, FL #53504, LA #27913, MS #13686, NC #23430, SC #18606, TN #105404, VA #33194 r

Software & Systems

- Slide 7.0
- DigiPro2
- Leica Geomos
- Geo Explorer
- MSETT
- gINT
- pLog Cloud

Professional Background

Mr. Tye is responsible for the geotechnical engineering and field operations for the geotechnical engineering and construction materials testing engagements with its transportation, government, and corporate clients and teaming partners. He possesses specialized expertise in design and installation of instrumentation systems (automated/robotic); deep and shallow foundations; soil stabilization; ground improvement; slope stability and underpinning; excavation bracing for large earthwork facilities; construction management; and performance monitoring. He has provided consulting services on a wide variety of projects including transportation projects, large excavations, commercial buildings, dams, embankments, and seawalls. Tom has provided geotechnical services on the design and/or construction of buildings and earthwork projects throughout the southeastern United States.

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Experience

Senior Geotechnical Engineer/Project Manager, Georgia Department of Transportation (DOT), SR-15 Warthen Bypass/Widening, Warthen, GA

Mr. Tye served as the Senior Geotechnical Engineer and Project Manager for the geotechnical soil surveys for the SR 15 Warthen Bypass and widening project. The project was over six miles in length and included a new bypass to the west of Warthen. Mr. Tye provided oversight and review of the soil survey report and provided project management with contacting property owners.

Senior Engineer/Project Manager, Metropolitan Atlanta Rapid Transit Authority (MARTA), Streetcar East Extension, Atlanta, GA

Mr. Tye served as the Senior Engineer and Project Manager for the two-mile extension of the Atlanta Streetcar along streets and the Atlanta BeltLine. Mr. Tye was responsible for permitting with the City of Atlanta and Georgia DOT. He also provided senior engineering and technical review of field activities and report preparation.



Tom

Tye, PE

GEOTECHNICAL LEAD

Senior Geotechnical Engineer, City of Atlanta DOT, Cheshire Bridge Road Bridge Foundation Investigation (BFI) Peer Review: Geotechnical Engineering, Atlanta, GA

Mr. Tye provided a peer review of the Bridge Foundation Investigation Report (BFI) for the Cheshire Bridge Road bridge over the South Fork Peachtree Creek. Mr. Tye performed engineering calculations using the data provided in the BFI and provided recommendations in a report. This service was provided as part of an emergency repair.

Senior Engineer/Project Manager, City of Atlanta Department of Aviation, Concourse-E Gates Conversion and Ramp 6 North Gates, Atlanta, GA.

Mr. Tye served as Senior Engineer/Project Manager for the new building to be added to Hartsfield-Jackson Atlanta International Airport Concourse E and new gates at the north end of the concourse. He provided recommendations for shallow, deep, and intermediate foundations for the building. This project was completed on a very short schedule to meet the Department of Aviation requirements to proceed with design.

Project Manager, Georgia DOT, SR-24 Geotechnical Engineering, Sandersville, Washington County, GA

This project consisted of a large slope failure in the westbound lanes of the SR-24 roadway. As project manager, Tom provided initial manual readings of inclinometers to measure movement with depth and vibrating wire piezometers weekly over a period of 12 months. The data provided the failure plane(s) of the large slope. Mr. Tye oversaw and reported data weekly.

Project Manager, Georgia DOT, US 441-Irwinton, Wilkinson County, GA

This project consisted of a large slope failure in the US-441 roadway. Mr. Tye provided initial manual readings of inclinometers to measure movement depth and automated readings of in-place inclinometers to monitor the movement over a period of two months. The data provided the failure plane of the large slope. He oversaw and reported data provided using web-based software and website using two data loggers that transmitted data via radios and cell phones.

Project Manager, Georgia DOT, Pedestrian Tunnel at CSX Railroad, Kennesaw, Cherokee County, Georgia

Mr. Tye served as project manager and provided real-time monitoring of railroad tracks and convergence monitoring of underlying tunnel using ADAS system of two Leica total stations communicating with Maxstream radios to on-site computer with Leica Geomos software and phone modem to a web-based software. Data was provided every 40 seconds on prisms during the compensation grouting program and active tunneling beneath the tracks.

Geotechnical Engineer, Georgia DOT, Archaeological Study, GA

This project involved burying archaeological artifacts and measuring pressures and loads applied to the artifacts during traffic loading. Mr. Tye oversaw and provided dynamic cone penetration test in the field and required physical characteristic testing in a GDOT-certified Laboratory. He managed the geotechnical requirements and installation of instruments including data loggers and web-based software.

Erick Smith, RLS

SURVEY MANAGER
22 Years Experience



Education

- Surveying Certificate - Southern Polytechnic State University
- Associate of Applied Science, Clayton College & State University
- B.A. History, Indiana University

Registrations & Certifications

- Georgia Professional Land Surveyor (PLS) #3196

Software & Systems

- AutoCAD Civil 3D
- BENTLEY MicroStation/InRoads

Professional Background

Erick Smith has 20+ years of experience in performing boundary, topographic, engineering design, construction layout, construction as-built, and construction quality assurance (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), Atlanta BeltLine, Inc., Georgia Department of Transportation (GDOT), City of Atlanta, as well as DeKalb County. Mr. Smith has successfully engaged multiple teams of contractors, stakeholders, clients, and owners on various projects that reflect his wealth of survey experience.

Experience

Survey Section Leader, City of Atlanta Department of Aviation, Hartsfield-Jackson Atlanta International Airport (H-JAIA) On-Call Engineering Survey Services, Atlanta, GA

Mr. Smith is responsible for providing the operations management and document delivery of the current On-Call Survey Contract with the in-house engineering services at H-JAIA. This is an ongoing prime contract that addresses the client's in-house surveying needs. Mr. Smith works closely with the engineering and design staff to provide survey services that include setting and maintaining airport survey monumentation, drainage and storm sewer systems as-built surveys, topographic surveys of both airfield and non-airfield areas, retention and detention pond as-built surveys, easement surveys, boundary surveys, and above/below ground utility location and other as-built surveys.

Survey Project Manager, Jacobs, I-285 Top End West Express Lanes, Atlanta, GA

Erick manages the overall duties of the surveying team including scheduling, invoicing, and budget. This project is part of GDOT's Major Mobility Investment Program (MMIP) and involves the addition of express lanes along I-285. The work includes establishing secondary survey control, locating property evidence, drainage and sanitary systems, obscure areas, and a secondary roadway. In addition, the scope includes supplemental topographic survey of all above ground improvements, bridge surveys, and stream surveys.

Erick Smith, RLS

SURVEY MANAGER

Survey Project Manager, HNTB, MARTA Streetcar BeltLine East Extension Phase I, Atlanta, GA

CERM provided engineering design survey for the initial phase of the project which is planned to tie the existing Streetcar lines to the Atlanta BeltLine Eastside Trail. Mr. Smith oversaw the survey project including survey control, survey CAD database, right-of-way (ROW) resolution, individual parcel boundary, and full survey database deliverables. Work encompassed full ground run survey, topographic and as-built database of the corridor, parcels, ROW resolution, and all associated infrastructure (utilities, storm, sewer).

Survey Project Manager, Atlanta BeltLine Inc., Atlanta BeltLine Eastside Trail Extension, Atlanta, GA

Erick served as the Survey Project Manager for this project which connected the existing Eastside Trail to the proposed trail extensions north along Piedmont Park to Interstate 85 and south to Glenwood Ave as a part of the overall BeltLine design. The project scope included boundary survey, ALTA survey, and topographic survey to support the design plans.

Survey Manager, DeKalb-Peachtree Airport (PDK), Runway 16 Safety Improvements, DeKalb County, GA

CERM was integral to the PDK Safety Improvement team. In order to define the necessary safety measures, CERM was contracted to survey within the runway safety area (RSA) for Runway 16. Under Mr. Smith's leadership, the survey team performed a detailed topographic survey of an estimated 53-acre property. The survey included 1' contours depicting all topographic and man-made features within the survey area. The survey also included location of visible utilities within the airfield pavement or shoulder pavement areas. All rights-of-way, easements, and buffers were shown as well. The survey met or exceeded the National Map Accuracy standards for topographic mapping.

Survey Manager/Registered Land Surveyor, Clayton County Department of Transportation and Development, Clayton County Fueling Station, Jonesboro, GA

CERM provided surveying services for two (2) of the five (5) total County owned sites. The selected Post Way site was approximately 6.75 acres bound by roads on three sides, a relatively clear and level lot with minimal tree and vegetative growth, no rivers, streams, or creeks, and a 0.75-acre densely vegetated, heavily wooded, steep-sided portion of the existing adjacent detention pond. CERM performed a partial topographic survey showing the existing as-built and topographic conditions of the proposed site. Erick served as the Survey Manager and Registered Land Surveyor for this project.

Project Manager/Registered Land Surveyor, Georgia DOT, SR 4/US 1 from CR 1503/Tobacco to CR 95/Meadowbrook Drive, Richmond County, GA

CERM was retained to provide surveying and mapping services on this project. Using the guidance provided in the GDOT Survey Manual, CERM collected and provided full field survey data for the existing ROW, along with any structures, surface utilities and property. A complete GDOT approved INROADS database was also created, and a complete Survey Control package was established. Erick served as the Project Manager/Registered Land Surveyor for this project.

Kenneth Fluker, PE

CONSTRUCTION ADMINISTRATOR
29 Years of Experience



Education

- Bachelor of Science, Civil Engineering (BSCE), Auburn University
- Master of Science, Civil Engineering (MSCE), Auburn University

Registrations & Certifications

- Professional Engineer (PE):
- Georgia - #29131
- Alabama #23562
- North Carolina, #29311
- Louisiana, #27070
- Mississippi, #17506
- National Highway Institute - Safety Inspection of In-Service Bridges FHWA-NHI-130055
- LRFD Methodology GDOT's approach to BFI's am WFI's

Software & Systems

- Microsoft Excel
- LPILE
- APILE
- GRL WEAP
- STABL PRO
- XSTABL

Professional Background

Kenneth leads CERM's Engineering Department and has over 29 years of progressive and significant experience in geotechnical engineering, geo-environmental engineering, construction materials testing, quality assurance and control, and project management. His field of expertise includes design of deep/shallow foundations, sheet pile walls, retaining walls, stable slopes, and pavements. His experience also includes ground improvement of weak and compressible soils and expansive clays. Projects under his direction consist of multi-family structures, large retail facilities, heavy industrial facilities, commercial office/warehouse facilities, dock facilities, bridges, roads, parking decks, truck and railroad facilities, levees and embankments, nuclear and coal power plants.

Experience

Senior Project Manager/Engineer, South Fork Peachtree Creek Trail, Decatur, Georgia.

Mr. Fluker developed the subsurface exploration program and performed the geotechnical evaluation for the pedestrian bridge near McConnell Park. Mr. Fluker provided recommendations for site preparation and foundation recommendations.

Senior Project Manager/Engineer, Gateway Structure, Westside Park, at Bellwood Quarry, Atlanta, Georgia.

Mr. Fluker developed the subsurface exploration program and performed the geotechnical evaluation for the proposed Gateway Structure. Mr. Fluker provided recommendations for site preparation and foundation recommendations. Mr. Fluker also supervised the slope stability analysis on this project.

Senior Project Manager/Engineer, Piedmont Park Maintenance Building, Atlanta, GA

Kenneth developed the subsurface exploration program and performed the geotechnical evaluation for the maintenance building that is located at the north end of the park. Kenneth provided recommendations for site preparation and foundation recommendations. Kenneth also managed the quality control testing during construction.

Kenneth Fluker, PE

CONSTRUCTION ADMINISTRATOR

Senior Project Manager/Engineer, Walmart, Atlanta (Vine City), GA

Kenneth was responsible for developing the scope of work for foundation and pavement analyses based on the requirements established by Walmart. He was also responsible for implementing the scope of work. Kenneth provided foundation, pavement thicknesses and site preparation recommendations for the proposed expansion of an abandoned building planned for conversion to a Walmart store. The site preparation recommendations consisted of cost-effective methods of mitigating the impact of buried debris and topsoil in the proposed parking and building expansion areas.

Senior Project Manager/Engineer Senior Project Manager/Engineer, Northridge Road Apartments, Sandy Springs, GA

Kenneth developed the subsurface exploration and laboratory testing program for the design of a new apartment complex. He evaluated the soil samples and rock cores obtained from the subsurface exploration and verified the RQD values computed in the field. He performed slope stability of the analyses of the rock and soil mass intended to support the apartment complex. In addition to providing stable slope recommendations, Kenneth provided recommendations for site preparation, difficult excavation, and foundation recommendations.

Senior Project Manager/Engineer, Georgia International Convention Center (GICC), Atlanta, GA

Kenneth developed the subsurface exploration program to obtain the geotechnical design parameters for a 35-foot-tall MSE retaining wall. He determined the soil bearing capacity, estimated settlement, and provided recommendations for site preparation and groundwater control. Kenneth also managed the quality control testing during the wall construction.

Senior Project Manager/Engineer, DeKalb County Panola Road Widening – DeKalb County, Georgia.

Mr. Fluker served as the Project Manager conducting soil surveys and pavement design. Mr. Fluker developed the subsurface exploration program for the proposed retaining walls. Mr. Fluker also updated the pavement evaluation and design based on new traffic data and repairs to the roadway since the initial pavement evaluation. Mr. performed and updated pavement evaluation and pavement design after the let year was passed. The Georgia Department of Transportation reviewed the technical aspects of this project

Kassahun Girmay, PE

GEOTECHNICAL ENGINEER
18 Years Experience



Education

- Bachelor of Science, Civil Engineering
Mekelle University, Ethiopia

Registrations & Certifications

- Professional Engineer; GA#PE040197
DC#PE906696,
- Primavera P6 Client
- FHWA, NHI – 130055, Safety
Inspection of In-Service Bridges
- American Concrete Institute(ACI),
Field Concrete Technician, Grade I
- Nuclear Gauge Safety
- VA Department of Transportation
(VDOT), Concrete Field School
- Soil and Aggregate Compaction
School (Washington Area Council of
Engineering Laboratories)
- Concrete Field School (Washington
Area Council of Engineering
Laboratories)

Software & Systems

- Primavera (P6)
- Contract Authorization Tracking
System (CATS)
- GDOT 411
- TPro-Web
- Contract Management Information
System (CMIS)
- Request Tracking System (RTS),
e-Performance
- Construction Submittal Interface (CSI)
- SiteManager

Professional Background

Kassahun Girmay, P.E., 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.

Experience

Project Manager, Westside Park, Atlanta, GA –

Mr. Girmay served as a Project Manager. He is responsible for coordinating 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. Mr. Girmay also reviewed the field reports to ensure conformity of project specifications.

Project Engineer, Rockbridge Road and Fair Oaks Road Water Main Replacement – DeKalb County, GA.

Mr. Girmay served as a Project Engineer. He was responsible for coordinating 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. Mr. Girmay also reviewed the field reports to ensure conformity of project specifications.

Subject Matter Expert (SME), Runway 9L End-Around Taxiway, Hartsfield-Jackson Atlanta International Airport (H-JAIA/ATL), Atlanta, GA

Mr. Girmay managed and organized the subsurface exploration program for obtaining the geotechnical parameters and provided recommendations for new taxiway, Non-Licensed Vehicle Road (NLVR), Crosswind Road Realignment, automobile parking lot pavement, and different retaining walls' designs. Mr. Girmay assisted with providing recommendations for site preparation and foundation support.

Kassahun Girmay, PE

GEOTECHNICAL ENGINEER

Project Manager/Engineer, MARTA Pedestrian Bridges Structural Assessments, Atlanta, GA –

Mr. Girmay serves as a Project manager/ Engineer and 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. He is working 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.

Project Engineer, National Center for Civil and Human Rights, Atlanta, GA

Mr. Girmay managed the materials testing program related to earthwork and foundation construction. Mr. Girmay also inspected auger cast pile construction and observed and documented the load test of a single pile prior to production.

Project Engineer, Springhill 30 Water Main Abandonment, Mobile, AL -

Mr. Girmay was serving as construction inspector for Mobile Area Water and Sewer System to confirm compliance with drawings and specifications during the abandonment of the existing 30" CIP main water line and installation of a 6-inch DIP water main line. He was responsible for observing and documenting the pipe installation and pressure testing. He also observes and documents the backfill operations and reviews the compaction test reports. Mr. Girmay is responsible for verifying contractor pay application, maintaining digital photo logs of the project's progress, and scheduling compaction testing for backfill, and concrete.

Project Engineer, MARTA Brady Bus Facility, Atlanta, GA

Mr. Girmay evaluated foundation subgrades and rebar installation prior concrete placement. He performed subgrade evaluations prior to fill placement. He also tested concrete during placement and measured density for compaction determination. Mr. Girmay also reviewed the field reports to ensure conformity of project specifications.

Project Manager, West Curb Improvements, Plane Train Turnaround Extension, and Concourse T North Extension, Hartsfield-Jackson Atlanta International Airport, Atlanta, GA

Mr. Girmay served as a Project Manager. He is responsible for coordinating 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. Mr. Girmay also reviewed the field reports to ensure conformity of project specifications.

Davey Wigley

CADD Specialist
25 Years Experience



Education

- AAS, Drafting and Design Technology- Clarence Fitzroy Bryant College

Registrations & Certifications

- 30 Hour Construction Safety and Health certificate (OSHA) #30-602031274

Software & Systems

- Civil3D/AutoCad
- Streetmix

Professional Background

As CERM's Senior CAD Specialist, Mr. Wigley is responsible for the plan production for the Engineering Group's project engagements with its transportation, government, corporate clients, and teaming partners. Clients include MARTA, DeKalb County Government, Fulton County Government, the City of Stonecrest and the Georgia Department of Transportation. Mr. Wigley has extensive CAD design experience and a background in civil design and architecture. He has drafted boundary layouts, survey drawings, architectural plans, construction drawings, and interior design layouts for industrial plants

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Experience

Senior CAD Specialist, South River Stream Bank Restoration @ Panola Shoals Trailhead, Stonecrest, GA

CERM completed the design and permitting to stabilize the embankment of the South River Stream Bank at the Panola Shoals Trailhead. Mr. Wigley was responsible for the plan production for the drawings using AutoCAD Civil 3D. He prepared the cover sheet, site plan, existing layout, proposed layout, erosion control plan, wall profiles, grading plans, construction plans, construction details and cross-sections. He ensured the civil design plans meet the jurisdictional requirements of the permitting agencies and the City of Stonecrest.

Senior CAD Specialist, MARTA Station Rehabilitation Program - Indian Creek Rehabilitation, Stone Mountain, GA

CERM was tasked with the civil site design to rehabilitate nearly 17.5 acres of asphalt pavement by using green infrastructure principles, make improvements to the bus loop concrete pavement and to provide a center walkway as part of the MARTA Indian Creek Station Rehabilitation Project. Mr. Wigley was responsible for developing the initial parking lot conceptual layout, the geometric construction plan, signing and marking plan, demolition plan, preparing construction details and the final plan production drawings for construction.

Davey Wigley

CADD Specialist

Senior CAD Specialist, Nexus Union Civil Site Design, Union City, GA -

Mr. Wigley prepared the civil site schematic designs for this 42-acre mixed use residential/retail development planned within the jurisdiction of Union City, GA. Mr. Wigley was responsible for the overall sheet set up and plan production for the construction plan, existing conditions plan grading and drainage plan and utility plan for this project. In addition, Mr. Wigley prepared the updated land development plan for rezoning and numerous exhibit layouts to depict the pervious and impervious areas.

Senior CAD Specialist, 185 Ted Turner Drive, Atlanta, GA -

Mr. Wigley served as CERM's Senior CAD Specialist on this project and developed construction drawings as well as improving and updating drawings for hydrology report identifying pervious and impervious areas as well as proposed construction improvements.

Lead Draftsman, Government of St. Kitts/ Nevis

Mr. Wigley served as a civil/architectural draftsman in the surveying department where he gained years of experience utilizing AutoCAD to draft and design hundreds of land use development maps, survey maps, survey layouts, condominium titles and architectural drawings for residential and commercial structures. He spent a significant amount of time working in the field as a surveyor assistant on both government and private development capital projects.

Senior CAD Specialist, Rowen - Phase 1

Mr. Wigley served as CERM's Senior CAD Specialist and utilized Civil3D and AutoCad to develop Rowen Phase-1 project's and construction plans, site plan, existing layouts, proposed layout, erosion control, profiles customized maps, grading and drainage plans, construction details, sections, elevations and profiles associated with the project.

Senior CAD Specialist, Microsoft Campus, Atlanta, GA

CERM is leading the transportation planning and strategist for each of the alternative concepts for the development of a 100+ acre Microsoft Campus in Atlanta, GA. Mr. Wigley utilized STREAMIX software to provide existing and proposed typical sections for proposed road rehabilitation project that will be the campuses main access point.

Senior CAD Specialist, MARTA-HNTB Campbellton Road Bus Rapid Transit

CERM was tasked with the utility coordination for a proposed Bus Rapid Transit corridor of 4.5 miles along Campbellton Road from Lanford Parkway to Oakland Station. Mr. Wigley was tasked with obtaining GIS shape files from each utility company along the corridor and preparing a comprehensive utility exhibit of the existing conditions in AutoCAD Civil 3D. The exhibit is used to identify any potential utility conflicts, relocations or required utility tie-ins based on the proposed improvements.

Ishmael Lee, EIT

PERMITTING
12 Years Experience



Education

- Bachelor of Science - Auburn University

Registrations & Certifications

- E.I.T.

Software & Systems

- MicroStation
- InRoads
- OpenRoads Designer
- AutoCAD
- Civil3D
- Bluebeam
- MS Office Suite
- Hydraflow
- Hydr8

Professional Background

As CERM's Project Engineer, Mr. Lee is responsible for civil design and drawing production at CERM. He has 6+ years in construction and 5+ years in roadway design, working on projects of variable sizes, from site civil to large roadway corridors. He is skilled in MicroStation, OpenRoads, Autodesk Civil3D, Hydraflow Storm Sewers for site civil, roadway, drainage design, and plan production. Mr. Lee has also worked with public and private clients like the Georgia Department of Transportation, Microsoft Corp., and the City of Montgomery.

Experience

Project Engineer, City of Stonecrest – South River Stream Bank Restoration @ Panola Shoals Trailhead, Stonecrest, GA.

CERM completed the design and permitting to stabilize the embankment of the South River Stream Bank at the Panola Shoals Trailhead. The embankment eroded with every major rainfall event and would have ultimately destabilized the adjacent walking trail and parking lot if nothing was done. CERM provided conceptual planning and design services for the implementation of a gravity retaining wall, boulder wall with natural plantings and also provided an access ramp from the parking area down to the banks of the South River for kayak launching and other recreational activities. Mr. Lee's role was to produce drawings, quantity takeoffs and lead the stream buffer variance application process.

Project Engineer, Microsoft Corporation - Microsoft Atlanta Campus, Atlanta, GA

CERM is currently providing master planning, development, and entitlement support for the development of a 100+ acre Microsoft Campus in Atlanta, GA. CERM has been tasked to analyze the existing site conditions, topography, utilities, infrastructure and traffic against the area's future needs and other constraints and opportunities to advise the Master Planner in their efforts. In addition, CERM is leading the site grading plan and earthwork management strategy as well as participating in the transportation planning and strategies for each of the alternative concepts. Mr. Lee's role is to design and present multiple conceptual roadway alignments, profiles and analyze the grading for the proposed project.

Ishmael Lee, EIT

PERMITTING

Project Engineer, Hartsfield-Jackson Atlanta International Airport - Demolition of the Sheraton Hotel Complex, Atlanta, GA.

CERM formed a joint-venture with Renascent, Inc. (Contractor) to demolish the existing Sheraton Hotel Complex, including the Hotel Tower, original convention center, the Old GICC and the 3-story parking deck. The project utilized a design-build delivery method where the CERM Design Team was required to prepare the construction documents utilizing the City of Atlanta Department of Aviation's-provided Design Criteria. CERM's design team prepared a comprehensive design for site access, stormwater management, grading and drainage, utility design and erosion control for the 18-acre site utilizing sustainable design practices. CERM's Design Team was also responsible for permitting through the City of College Park and the Georgia Environmental Protection Division for the NPDES. Mr. Lee's role was to document existing subsurface structures for the as-built documents during the construction and close-out phase.

Project Engineer, MARTA Station Rehabilitation Program – Indian Creek Rehabilitation, Stone Mountain, GA

CERM serves as a subconsultant to provide civil/site planning and engineering services to renovate the central walkway area, east and west parking lots, and bus loop area at Indian Creek Station. To facilitate these efforts, CERM performed civil site design which involved an initiative to rehabilitate nearly 17.5 acres of asphalt pavement by using green infrastructure principles. The result is a combination of pervious pavers, raised walkways, bioswales and landscaping islands to create an aesthetically pleasing, pedestrian friendly, parking area that reduces stormwater runoff, eliminates heat islands, and improves the quality of the water discharged into the surrounding ponds, lakes, and rivers. The design also brings the facility into full compliance with the American Americans with Disabilities Act (ADA) by providing curb ramps and addressing accessibility issues found on site. In addition, CERM provided existing conditions topographic surveying services which included quality level B SUE for portions of the 42.5-acre site. Mr. Lee's role was to provide grading and drainage design and analysis, civil modeling and drawing production.

Project Engineer, City of Prichard - Ella Grant Sidewalk Improvements, Prichard, AL

CERM provided engineering design services for the Ella Grant Elementary School Sidewalks Project to provide safer pedestrian travel by students, staff, visitors, and residents. The sidewalks serve the perimeter of the school property along Easterling Street, South Garrison Avenue and Magee Street. This project was part of the (TAP) Transportation Alternative Program Application by the City of Prichard. The project was designed in compliance with all Alabama Department of Transportation (ALDOT) and City of Prichard design guidelines and standards. Mr. Lee's role was to incorporate comments from ALDOT and produce construction documents.

Desmond

Dasent

CADD SPECIALIST
25 Years Experience



Education

- Technical Specialist–Chattahoochee Technical College
- Certificate of Land Surveying Kennesaw State University

Software

- InRoads/MicroStation
- Autodesk Civil 3D
- Terra Model
- Caice
- Microsoft Office
- Microsurvey Starnet
- Trimble Business Center

Professional Background

Mr. Dasent is a Project Manager in the Land Surveying and Mapping Department with CERM. With over 23 years of experience, Desmond's background encompasses every aspect of surveying, including preparing plats, working in survey databases, conducting survey reports, processing and analyzing total stations and GPS data, and a performing QA/QC on final surveys. Mr. Dasent has extensive field experience comprising a variety of conventional, robotic, and GPS instruments. He has used these systems to perform boundary, topographic, as-built and construction layout surveys. Mr. Dasent also has experience using CADD design platforms including, but not limited to, InRoads/MicroStation, Autodesk Civil 3D, Trimble Business Center and Microsurvey Starnet and Caice

Experience

Crew Chief, Atlanta Southeast Green Initiative, Atlanta, GA

The project involved the design of permeable pavers to improve drainage in the 4-mile area of urban city landscape. CERM also provided topographic survey and right-of-way information and supervision of utility locators. The project ran successfully on an accelerated schedule with 2-3 crews working simultaneously.

Crew Chief, Atlanta BeltLine Fourth Ward Historic Park Gateway Project, Atlanta, Georgia.

This project entailed connecting the Eastside Trail to the Historic Fourth Ward Park as part of the overall BeltLine design. The project scope specifically included boundary, ALTA, and topographic surveys for the creation of design plans.

Project Manager, MORE MARTA ART PROGRAM PHASE I | Atlanta, GA

This project consists of providing planning and design support to advance MARTA's ART program in the City of Atlanta. CERM's primary responsibilities on this project was collecting survey data on 28 sites, (14 sites along Metropolitan Pkwy and 14 sites along Cleveland Ave) and provide C3D drawing for each site. Desmond managed project scheduling, data review, Right of Way/Property resolution, QA/QC on survey drawings, and the delivery of the final As-Built surveys.

Desmond

Dasent

CADD SPECIALIST

Survey Project Manager, Hartsfield-Jackson Atlanta International Airport (H-JAIA) – Runway 9L End-Around Taxiway Phase II, Atlanta, GA

This project consisted of performing an existing condition as-built survey for the design engineering of the proposed Runway 9L End-Around Taxiway project. The work included performing a topographic survey depicting 1' contours of the approximately 75-acre site that included portions of the existing runway and taxiway, the surrounding airfield safety areas, the current long-term parking lot, the nearby GSA lot, all associated drainage, and above ground utility locations and coordinating with a SUE provider to locate below ground utility locations as well. He coordinated our survey field efforts with the existing airport personnel to ensure timely project access and communication were taking place, created the survey database, and supervised field operations for the initial design survey CERM performed utilizing the existing Airport Coordinate System for the topographic as-built survey shown. The detailed survey displayed existing conditions using traditional ground-gathered data and established survey control, as provided by DOA.

ADD Specialist/Field Coordinator, Hartsfield-Jackson Atlanta International Airport (H-JAIA) Taxiway and Runway 9L-27R Pavement Replacement and Grading:

This project consists of replacing airfield pavement that were determined to be in poor condition. The work included the replacement of portions of Runway 9L, portions of TWY N and TWY N2. Desmond performed all staking calculations, created survey database and oversaw field operations from the initial design survey CERM performed utilizing the existing Airport Coordinate System for the topographic as-built survey shown with 0.10' contours. The detailed survey displayed existing pavement utilizing traditional ground-gathered data and established survey control, as provided by DOA. The surveys and final design complied with the requirements of FAA AC 150/5300-18B. Once the final design had been approved and the project moved into its construction phase, Desmond oversaw the field operations to provide daily construction QA survey services. Desmond worked closely with not only CERM staff, but also H-JAIA/DOA management, ATLNext Construction Management personnel, contractors, sub-consultants, and vendors to ensure the project's strict construction tolerances and deadlines were satisfied.

CADD Specialist, Peachtree DeKalb Airport – Safety Area Improvements – Runway 16, DeKalb County, GA

CERM performed a detailed topographic survey of an estimated 53-acre property. The survey included 1' contours and depicted all topographic and man-made features within the survey area. This survey also included location of visible utilities within the airfield pavement or shoulder pavement areas. All rights-of-way, easements, and buffers were shown as well. The survey met or exceeded the National Map Accuracy standards for topographic mapping.

South River Stream Bank Restoration at Panola Shoals Trail-head | Lithonia, Georgia

Project Description

The project goal was to reduce erosion and resulting sedimentation of the stream bank at Panola Shoals. The objective of this project is to develop a conceptual master plan for a complete build-out of an engineered system that will effectively address the stream bank erosion. The Conceptual Master Plan was used by SRWA as the basis for securing necessary funding from partners, stakeholders, local government, and grants to achieve the project goal.

CERM provided a concept plan which addressed the stability concerns and provided an environmentally sensitive and aesthetic design. The plan included a combination of natural gabion walls, rock retaining walls and anchoring landscape design that would stabilize the bank. The plan also included ADA compliant access from the South River walking trail down to the river.

CERM's design also restores the eroded portions of stream bank; prevents future erosion along critical areas near the walking trail and parking lot, while minimizing any negative environmental impacts to the river due to construction. CERM specified locally sourced design materials and construction methods in executing this project to ultimately seek SITES certification.

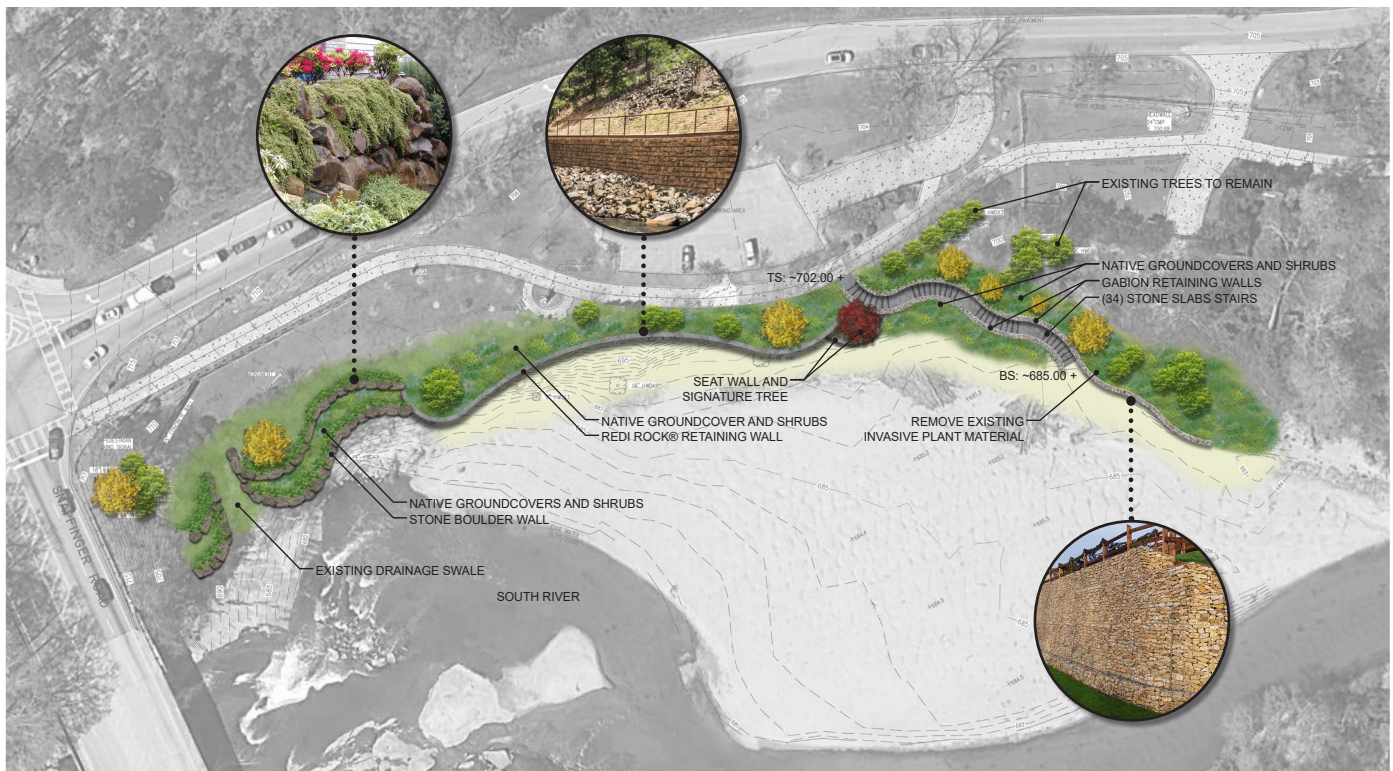
Client: South River Watershed Alliance

Contact: Dr. Jacqueline Echols, Board President |
jechols@southriverga.org /
404-285-3756

Role: Prime

Budget: \$39,936

Services: Environmentally Sensitive Design, Surveying, Geotechnical Engineering, Landscape Coordination, SITES



Enota Park Expansion , Atlanta BeltLine Inc. | Atlanta, Georgia

Project Description

ABI is developing a new 6-acre neighborhood park. CERM's design team provided the site design for the entire project.

The SITES-certified development, required unique designs that feature use of local or regional construction material, recycled material, minimal impact to existing trees; minimal grading and erosion control BMPs to protect a major creek that runs through the property and providing a walking trail through the site that provides ADA access while overcoming extreme topographic changes and avoiding significant trees.

Project Highlights

- Design storm water management system that utilized better site design practices to minimize storm water runoff
- Use of interactive storm water control BMPs such as rain gardens and bioretention basins for water quality treatment and flood control
- Use of pervious pavers to encourage infiltration and ground-water recharge and reduce storm water runoff
- Use of retaining walls to limit the extent of land disturbance and protect as many trees as possible.

Owner: Atlanta BeltLine, Inc.

Contact: Clyde Higgs
chiggs@atlbeltline.org /
404-477-3540

Firm/Role: Subconsultant

Budget: \$135,000

Services: Civil Design,
Surveying



Westside Park Design Build | Atlanta, Georgia

Project Description

The City of Atlanta used the Design-Build delivery method for conceptual master planning, design, and construction of Atlanta's largest greenspace. As a JV Partner, CERM played an integral role during the pre-construction phase and construction phase. CERM provided overall project management and construction management of the Gateway Structure/Park entrance, parking lot, Park entry plaza/Oval/Birth of Atlanta, Grand Lawn/Playground, and Overlook area. CERM also managed the subcontractors for the landscaping and hardscape scope of work valued at \$2.6 million.

In addition to CM Services CERM also performed:

- Subsurface exploration and geotechnical evaluations,
- Boundary, topographic, and utility location survey support
- Phase I & II Environmental Site Assessment

As is realized in some construction projects of this size and magnitude issues do arise and have to be resolved quickly in order to meet deadlines. In one particular case CERM's integrated services allowed for a seamless resolution to a grading issue discovered onsite. Through a collaborative approach with the city and contractors the problem did not expand into a broader problem that would affect the next phase of the project.

Client: City of Atlanta

Contact: Keith J. Hicks, AIA,
Architectural Services Chief
kjhicks@atlantaga.gov
404-546-6865

Role: Prime (JV)

Budget: \$ 26.5 million

Services: Environmentally
Sensitive Design, Surveying,
Geotechnical Engineering,
Landscape Coordination,
Environmental Services



MARTA Indian Creek A/E Station Rehabilitation

Project Description

For this project, CERM supported the renovation of the central walkway area. The goal is to enhance the overall experience for MARTA patrons by creating a “sense of arrival” and a more visually appealing focal point that integrates seamlessly with the station and site.

As part of this multi-year program, CERM provided civil/site planning and engineering services. To facilitate these efforts, CERM performed civil site design which involved new pavement, drainage, and parking design in coordination with the design of proposed trellis shade structures, site lighting, landscaped areas, and art/signage installation(s) by others. CERM managed the coring services which comprised of drilling 4” and 6” diameter pavement cores into the existing concrete at the entry plaza as well as the existing asphalt center walkway between the east and west parking lots. CERM provided a coring report to facilitate the new pavement design. The project is still ongoing to include 100% design for construction documents, public art coordination, and construction administration.

Client: Metro Atlanta Rapid Transit Authority (MARTA)

Contact: Erik Leach
Director of Project Management & Construction MARTA
eleach@itsmarta.com /
(404) 848-4296

Role: Subconsultant

Budget: \$ 28,898

Services: Civil Site Design,
Surveying, Geotechnical
Evaluations

Project Highlights

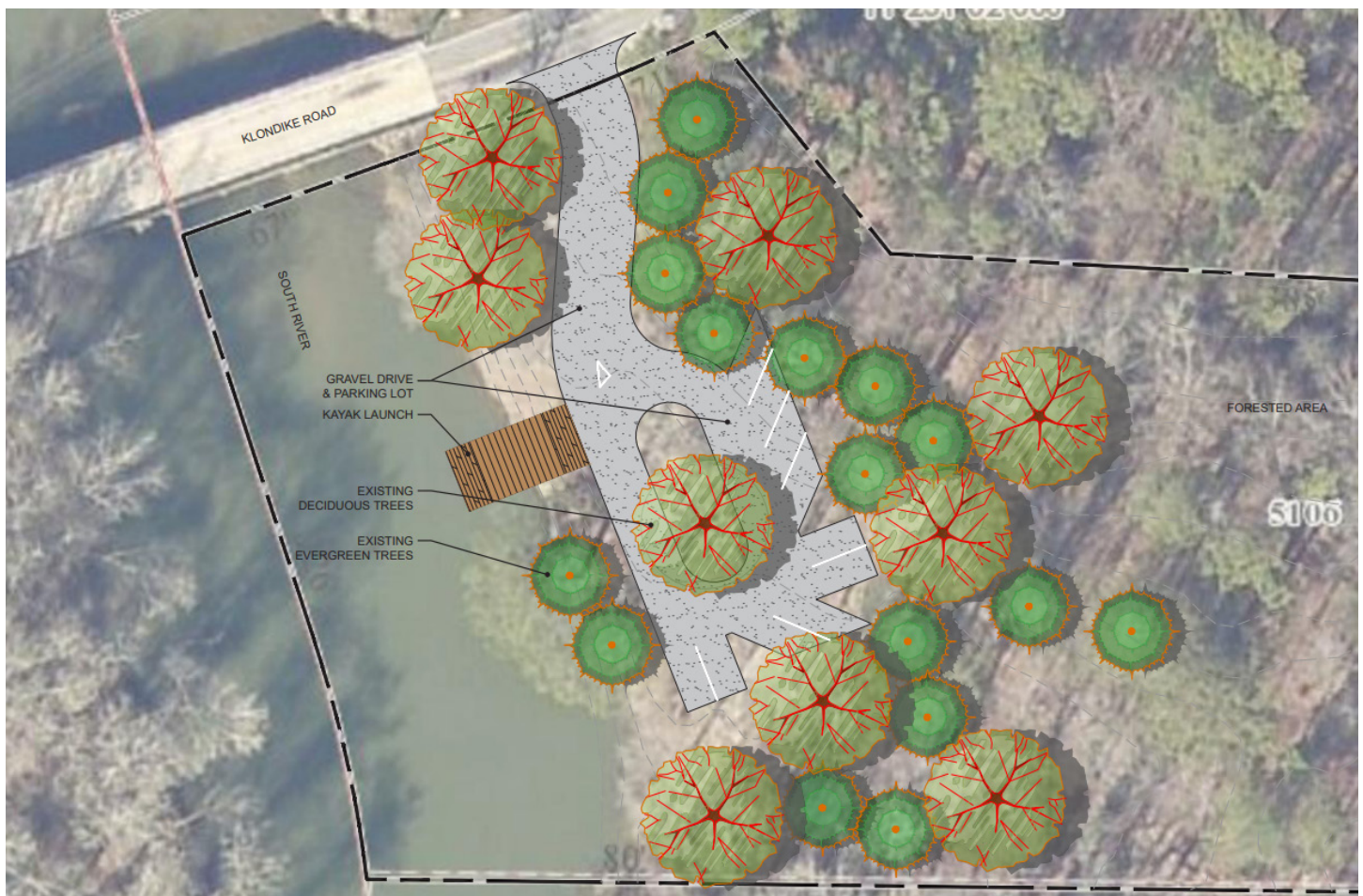
- Drainage for new raised walkway with curb opening trench drains for storm water runoff.
- Designed new handicap parking lanes for the parking lot.
- Designed curb ramps for new walkway access for ADA compliance.
- Pavement coring



Project Understanding & Approach

Our proven approach to successfully and efficiently delivering projects comes from more than 25 years of best practices adopted from working on numerous pavement, stormwater, and transportation-related projects in and around DeKalb County.

Our experience, along with our familiarity with the environmental and land development permitting process provides the framework for this approach. Our Project Manager, Yasmin Moreno will be responsible for ensuring that appropriate resources are utilized on each phase of this project. As the primary point of contact on the contract, Ms. Moreno will maintain Consultant-side accountability and responsibility for the scope, schedule, and budget during the full life of the project. Reporting directly to Ms. Moreno, the Team's Technical Managers will serve as subject matter experts for each scope item and be responsible for the efficient completion of their assigned tasks. Our team has effective working partnerships with the reviewing agencies and City of Stonecrest's management, technical, and maintenance staff. These relationships are one of the keys to successful project delivery. This integrated approach helps to assure quality and collaboration within our team and also with the City from kick off to final deliverable.



PROJECT UNDERSTANDING

The City of Stonecrest has accepted a grant obtained by the South River Watershed Alliance (SRWA) to improve the parking lot and add a kayak launch at Everett Park in the City of Stonecrest. The project site is located on the south side of Klondike Road along the east bank of the South River at 5106 Klondike Road, Lithonia, GA 30038 (Parcel ID 11 231 02 005) on 6.4 acres owned by the City of Stonecrest. There are no proposed buildings, sanitary sewers, water utilities, hydrants, fire lines or appurtenances, trash compactors, dumpsters or stormwater detention facilities included in this project.

The purpose of this project is to provide recreational access to the South River by constructing a kayak launch ramp and providing adequate parking with minimal impact to the natural environment. The ramp will allow patrons to access the river near Klondike Road bridge crossing, improve the drainage at the Everett Park Driveway and provide an environmentally sensitive design at the most efficient cost. The goal of this project is to combine aesthetics, infrastructure design, and sustainability to achieve the initiatives for the City of Stonecrest.

STORMWATER RUNOFF

CONSIDERATIONS

During our initial visit to Everett Park, we determined that the drainage issues at the Everett Park entrance drive are possibly caused by the side slopes along the southside of Klondike Road. The stormwater runoff from the road is being collected in the side road ditch but at the entrance the side ditch levels out allowing the water to surface drain across the driveway and into the river (see fig. 1). To address this issue, we would analyze the stormwater runoff and install a bioswale near the driveway to provide water quality then install a drainage conveyance system such as a trench drain or pipe under the driveway

RECOMMENDATIONS

CERM proposes utilizing a permeable paving system for the access drive and the parking area. A permeable paver system or pervious pavement will assist with the stormwater management by reducing run-off and filter pollutants from the water. Pervious pavements can be highly effective for hydrologic source control of stormwater runoff because the BMP provides a large surface area for infiltration and the capacity of the underlying storage layer will typically exceed current design standards for a 24-hour storm, (see fig 2).

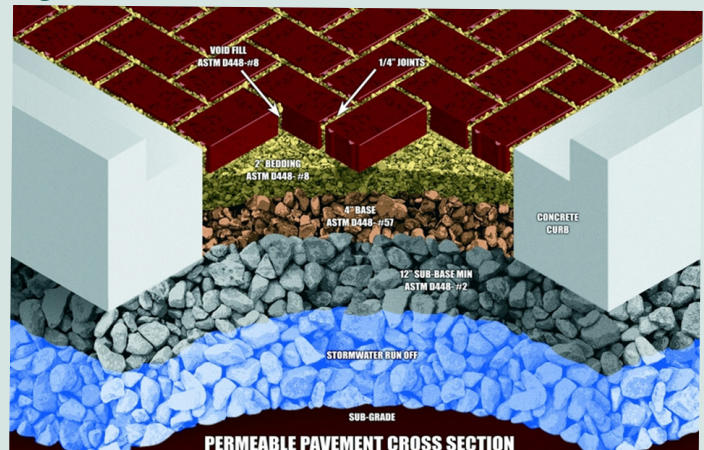
Since this area is adjacent to the South River it is critical to consider the water quality passing into the river for the sustainability of the downstream ecosystems.

Figure 1



Looking West on Klondike Road, roadway stormwater runoff is collected in south side ditch, but then sheet flows at the entrance of Everett Park

Figure 2



Permeable Pavement Cross-Section Depicting Stormwater Runoff Layer For Conveyance and Water Quality

Also observed during the site visit were depressions along the beach frontage, and the severely exposed roots of the trees lining the edge of the embankment. Currently, there is no suitable beach access. There is an existing steep embankment 2-4 feet in height. However, it leads to a beach that is 15 feet in width at the most, with the greatest width occurring towards the center of the beach, (see fig. 3).

Both the beach and embankment are experiencing considerable erosion and need to be stabilized to ensure safety and provide adequate space for the recreation. Due to this narrow space, we proposed installing a floating ADA compliant kayak launch and ADA compliant access ramp from the parking area to the launch, (see fig. 4).

Figure 3



South River Existing Narrow and Eroding Embankment near Everett Park

Figure 4



Proposed ADA Compliant Kayak Launch

Proposed Permeable Pavement for Parking Area



PROJECT APPROACH

Our approach to the successful delivery of any project is to develop a work plan. During this initial phase, the project manager will set up a kick-off meeting with the City of Stonecrest to establish the project's goals, budget, and schedule. Our Project Manager will have full access to a depth of talent from the team and our specialty subconsultants, Gjerston Designs, LLC and Civtech to meet the project's objectives. The Project Manager will develop a project management plan (PMP) which will serve as the project manual for the duration of the project. The PMP will be periodically updated throughout the course of the project, with formal updates submitted to the design team and the City of Stonecrest through progress meetings at each milestone. The PMP will outline the selected project team members, project objectives, scope, detailed schedule, budget, preliminary cost estimate, communication and coordination plan, document control plan and the quality control plan.

The scope will be divided as follows:

1. Preliminary Investigations
2. Schematic Design Plans 30%
3. Design Development Plans 60%
4. Final Design Plans 100%
5. Bid Award
6. Construction Administration

1 PRELIMINARY INVESTIGATIONS

There are numerous design considerations that must be verified to ensure that our design proposal of a pervious pavement system, stormwater management and ADA Kayak Launch and Access Ramp are feasible. Initial phase of the project will be to investigate current site conditions.

SURVEY

A new survey will be required to develop the CAD database for the engineering design of the proposed kayak launch site and parking lot, the update will include any changes in the topography since the last survey was completed by Skyline Engineering on November 7, 2017. The updated survey will provide a selected updated topography, Right-of-Way, all

MILESTONES





existing site improvements, road alignment and associated drainage patterns, normal water level in the river, flood elevations, wrested vegetation limits, storm and sanitary sewers, trees, etc.

The survey will be performed in accordance with the Minimum Technical Standards of the State of Georgia and include the following assumptions:

- Client will provide CERM with CAD files or any existing survey data for the subject area upon notice to proceed.
- The surveys will show standard symbols for features and utility appurtenances. The surveys are to be prepared at an appropriate, standard scale. The topography will be shown with 2' contours and appropriate spot elevations.
- The topographic survey data collected by CERM will be referenced to the Georgia State Plane Coordinate System, West Zone (Horizontal Datum: NAD83(NA2011) Epoch 2010.00 and Vertical Datum: NAVD88).
- CERM must be informed of any additional requirements to be placed on this survey prior to your authorization to commence work, as said requirements may affect the items above.
- If information depicted on the proposed survey should lead to further investigation by CERM Staff, we will manage requests of this nature under separate, written authorization.

GEOTECHNICAL ENGINEERING

CERM will provide geotechnical recommendations in the form of a soils investigation report compiling data collected by performing subsurface explorations, performing laboratory testing, and evaluating the data. The geotechnical engineer will develop a subsurface exploration program based on the project requirements, and our experience, while following a thoughtful understanding of the existing site conditions, the proposed construction, and the structural loads.

We propose to explore the subsurface conditions at the kayak launch and parking areas by drilling six (6) hand auger borings with dynamic penetrometer testing to depths of 3 to 5 feet. We propose to obtain one bulk sample for laboratory testing. The laboratory testing program will consist of Sieve analysis (2) & Atterberg limits test to classify the soils and Natural moisture content tests (2). State law requires that we notify GA Underground Protection Center (GA UPC) prior to commencing drilling activities. However, only those utility members affiliated with GA UPC will locate lines up to the point of service.

Following completion of the field work, CERM will issue a letter of our findings and recommendations for the kayak launch ramp and parking lot subgrade preparation and pavement design, which will include a boring location plan and hand auger boring logs.



2

SCHEMATIC DESIGN PLANS (30%)

CERM's civil site design team will analyze the field survey, review the available GIS data, determine site access, circulation, drainage pattern and hydrology in the area, and evaluate the utility needs and relocation options specific for this site.

CONCEPTUAL PLAN

CERM will utilize information gathered during preliminary investigations to develop a 30% Schematic Design Plan in accordance with the City of Stonecrest's goals. Our specialty subconsultant Gjerston's Designs (GjD) provides concept planning and 3D visualizations for design of public facilities. This concept can be used internally by City of Stonecrest or for public presentation. In addition to conceptual design, GjD also provides landscape/irrigation design and wayfinding signage. The CERM team works fluently with stakeholders to strike a balance between economic, environmental and community concerns resulting in practical solutions that are defensible, constructible, and cost effective. Our team will develop viable alternatives and provide the associated costs and schedule for each. As an example, South River Panola Shoals Trailhead Conceptual Plan (seen below) was developed for the City of Stonecrest before the execution of the design. Our design team will submit the schematic design plan to the client and hold a review meeting to get feedback. We will use this feedback to further develop the design in the subsequent phases.



South River at Panola Shoals Trailhead Streambank Stabilization Concept Plan

CERM works fluently with stakeholders to strike a balance between economic, environmental and community concerns resulting in practical solutions that are defensible, constructible, and cost effective

COMMUNITY INVOLVEMENT AND STAKEHOLDER ENGAGEMENT

CERM understands that the community and valued stakeholders are an integral part of any project. We understand that a plan needs to be developed prior to the start of a project. CERM has extensive experience in educating the community on projects and their impacts, developing and facilitating focus groups and interactive community forums. CERM is also experienced in communications at the executive level, having presented before municipal boards, City Councils, corporate stakeholders, and other groups. Our engineering staff will assist at community meetings to explain key issues to the public. Our process for this project will be tailored to the specific needs and considerations of the City of Stonecrest and its constituents. CERM is capable and ready to lead this effort with appropriate staff resources and to also provide graphic support, meeting organization, and other resources as needed.

3

DESIGN DEVELOPMENT PLANS (60%)

During this phase of the project, the CERM design team will incorporate all of the feedback gathered from the City of Stonecrest, public meetings, and City of Stonecrest stakeholders to refine the design and add the necessary detail to plans. During the Design Development Phase, stormwater and utility coordination will be advanced. The team will complete a hydrology/hydraulic analysis, catch basin spread analysis, other calculations performed for the design of stormwater drainage systems of the parking pavement, as well as the design needed for the channels and culverts required along Klondike Road to improve the drainage conditions. The design will be refined, and preliminary cost estimates will be developed. Erosion Control Plans will be developed and pre-application meetings to initiate permitting will be held to ensure timely completion of the project.

DRAINAGE DESIGN

All drainage systems, culverts, detention facilities, and conveyance channels will be analyzed for existing level of service to ensure adequate discharge capacities. Site investigations at rivers and creeks showing signs of erosion and degradation will be conducted to assess the extent of the degradation and combined with hydraulic modeling, the team will make recommendations for bank and channel stabilization.

EROSION CONTROL AND NPDES PERMITTING

The unique character of the site presents challenges associated with managing construction stormwater runoff and protecting receiving waters. Therefore, special design considerations during construction may be needed to handle the stormwater runoff during construction. Traditional best management practices may not be adequate due to slope lengths, steepness, the types of soil encountered, season of construction, and the proximity to surface waters. Many of these variables may necessitate measures beyond the traditional approach to managing construction stormwater and the CERM team has the expertise to ensure that the project site meets compliance.

Our team has excellent relationships with Federal, State and local regulatory and permitting agencies such as

- US Army Corps of Engineers (ACOE), the
- Georgia Department of Natural Resources (DNR),
- Environmental Protection Division (EPD) (GA EPD),
- Federal Emergency Management Agency (FEMA), the
- Georgia Department of Transportation (GDOT)
- Local issuing authorities i.e. DeKalb County and the City of Stonecrest.

These relationships were formed by our team's 25+ year history of successfully completing projects that are in full compliance with regulatory requirements. Knowledge and existing relationships are helpful in the preparation and submittal of required permit applications, reports, and documents.

LANDSCAPE AND IRRIGATION PLAN

Gj:D will provide Landscape Architecture for the proposed Everett Park launch and parking area for use by CERM. The parking lot conceptual layout will be provided and landscape plans for the bio-retention area and park perimeter. The canoe/kayak launch design will be based on plans previously created by City of Stonecrest. Landscape Plans will generally depict location

quantities, size character of trees, shrubs, groundcovers, earth berms, sod and other landscape materials deemed appropriate to the design. We will seek to minimize tree removal, however, there are a few trees that should be removed for simplicity of design and increased parking lot capacity. Hardscape features will include parking lot layout and circulation and connecting walkways.

The 60% Schematic Design plan will include the following Sheets:

- Cover Sheet
- General Notes
- Survey Layout Plan
- Existing Conditions Plan
- Demolition Plans
- Site Plan
- Preliminary Grading & Drainage Plan
- Landscape and Irrigation Plan
- Utility Plan
- Erosion Control Plan
- Stormwater Pollution Control Plan
- Outline Technical Specifications
- Preliminary Quantities and Preparation of Engineer's Estimate of Probable Cost for the Civil Site Work

Our design team will submit the design development plan to the client and hold a review meeting to get feedback. We will use this feedback to further develop the design in the subsequent phase.



Final Design Plans (100%)

Under this task, the CERM design team will prepare 100% construction documents incorporating all the comments gathered during the design development and initial permitting phases. The final plans will include all direction and requirements issued by the pertinent regulatory and oversight agencies, and other stakeholders. The package will include a cover sheet, general notes, existing conditions/survey control plan, site plan, typical details, drainage profiles, cross-sections, grading plan, erosion control plan, stormwater pollution prevention plan and landscape plan and landscape details. CERM will determine the appropriate bid items, methods of measurement and payment for the construction contract.

QA/QC PROCEDURES

CERM has an established Quality Control and Quality Assurance process that will be applied to the task assigned. The plan will communicate approaches, procedures, applicable design standards, codes, and responsibilities of our team. It will identify the originators, task leads, QA/QC reviewers and peer reviewers required during every milestone. The quality control manager, Rodney Givens, PE will implement the CERM process for each design task assigned. An outline of the general QA/QC Process is outlined in the following table:

	Responsible Party	Quality Control Review
1.1	Professional Staff (Originator)	<ul style="list-style-type: none"> Generates work product based on expertise, data collection and research Produces drawings, report, or document
1.2	Subject Matter Expert (SME)	<ul style="list-style-type: none"> Reviews document for technical content, accuracy and completeness.
1.3	QA/QC Reviewer	<ul style="list-style-type: none"> Reviews document for overall quality, presentation and coordination with other disciplines.
	Responsible Party	Quality Assurance Review
2.1	Professional Staff (Originator)	<ul style="list-style-type: none"> Revises the document, plan or Report Based on the Q/C Review
2.2	QA/QC Reviewer and SME	<ul style="list-style-type: none"> Reviews work product to make sure all comments have been addressed.
1.3	QA/QC Reviewer	<ul style="list-style-type: none"> Reviews the final work product and ensures it meets the needs of the client.



5

Bid Award

CERM will be available to provide conformed stamped documents for bidding and all supplemental reports. We can assist the county with responding to requests for information (RFI's) and issuing addenda.

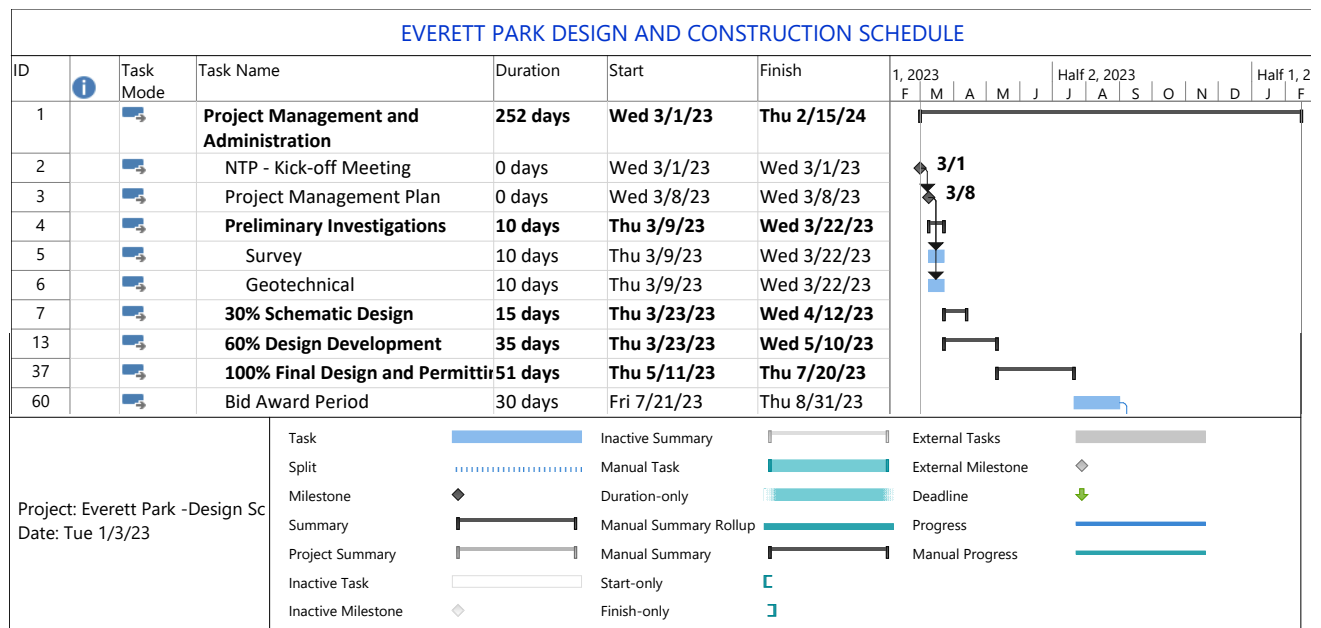
6

Construction Administration

Our professional construction engineering inspection staff is fully trained to manage all aspects of any capital construction project, applying the techniques that afford project owners better control, and assuring them of quality projects that come in on time and on budget. The CERM Team believes in becoming true partners with our clients and sharing a sense of ownership in completing their projects.

Our approach starts by evaluating each construction project before it begins, tailoring staff and resources to fit the need, and setting a tone of cooperation and close communication. The task leads conduct pre-construction meetings with the client, the owner, contractors, and subcontractors to outline communication methods, detail change order and pay request processes, and emphasize milestone completion dates. Our construction professionals inspect workmanship, test construction material quality, and monitor on-site construction safety daily. When required, these services often include progress and materials reporting, shop drawing review, plan interpretation, pay request administration, claims and disputes resolution, and more.

We follow each stage of construction to verify that the work is executed in accordance with the contract documents. We understand the importance of implementing public information processes that keep all project stakeholders well-informed. Our final report summarizes overall performance and includes a full evaluation of the established goals and objectives.

Proposed Timeline

REQUEST FOR PROPOSAL NO. 2022-21
EVERETT PARK PARKING LOT AND KAYAK RAMP DESIGN

REFERENCE SHEET

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the RFP.

Name of Company: South River Watershed Alliance

Address: P.O. Box 1341, Decatur, Georgia 30031

Phone Number: 404-285-3756

E-mail Address: jechols@southriverga.org

Contact Name: Dr. Jacqueline Echols, Board President

Name of Company: Metro Atlanta Rapid Transit Authority (MARTA)

Address: 2424 Piedmont Road, NE Atlanta, GA 30324-3330

Phone Number: (404) 848-4296

E-mail Address: eleach@itsmarta.com

Contact: Erik Leach, Director of Project Management & Construction

Name of Company: City of Atlanta

Address: 55 Trinity Avenue
Atlanta GA 30303

Phone Number: 404-546-6865

E-mail Address: kjhicks@atlantaga.gov

Contact: Keith Hicks, AIA Architectural Services Chief



C · E · R · M
BUILDING BETTER COMMUNITIES

Appendix


Drug Free Workplace
Request for Proposal Application
Conflict of Interest Disclosure
Certificate & Acknowledgement
Non Collusion Affidavit
GA Immigration & Security Form

DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Corporate Environmental Risk Management, ("Contractor"), whose address is 1990 Lakeside Parkway, Suite 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, Corporate Environmental Risk Management 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

Date: 1/3/23 Signature: 

Title: Terrell S. Gibbs, Chief Operating Officer

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

Applicant Address 1990 Lakeside Parkway, Suite 300; Tucker, GA 30084

Applicant Phone 678.999.0173 Email aedwards@cerm.com

The LLC) 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

Albert G. Edwards, Chief Executive Officer

Terrell S. Gibbs, Chief Operating Officer

Clifton Lambert, Executive Vice President

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.

Albert G. Edwards

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.

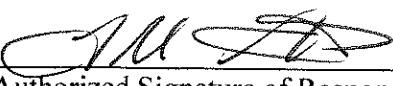
N/A

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

1/3/23
Date

Item III. d.

CERTIFICATE AND ACKNOWLEDGEMENT

Item III. d.

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 RFP 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, 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.



Authorized Signature of Responder

1/3/23
Date

Terrell S. Gibbs, Chief Operating Officer
Print or type name



Authorized Signature of Responder

1/3/23
Date

Terrell S. Gibbs, Chief Operating Officer
Print or type name

2022-021
Proposal Number

NON-COLLUSION AFFIDAVIT

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

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


OATH AND AFFIRMATION

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

Dated this 3rd day of Jan, 2023

Corporate Environmental Risk Management
(Name of Organization)

Terrell S. Gibbs, Chief Operating Officer
(Title of Person Signing)


(Signature)

2022-21
(Bid Number)

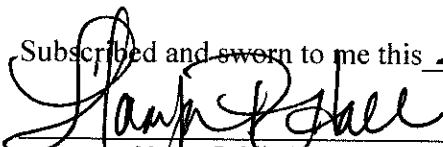
ACKNOWLEDGEMENT

STATE OF GA)

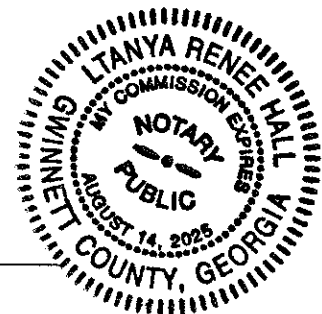
COUNTY OF DEKALB)

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

Subscribed and sworn to me this 3rd day of JAN., 2023.


Notary Public Signature

My Commission Expires: 8/14/2025





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Corporate Environmental Risk Management

Address: 1990 Lakeside Parkway, Suite 300; Tucker, GA 30084

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

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

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

237294
E Verify™ Company Identification Number

08/12/2009
Date of Authorization

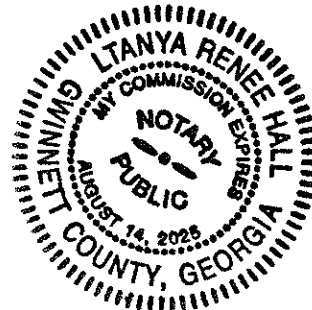
Terrell S. Gibbs, Chief Operating Officer
BY: Authorized Officer or Agent
(Name of Person or Entity)

1/3/23
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

3rd DAY OF Jan, 2023
Ltanya Renee Hall
Notary Public
My Commission Expires: 8/14/2025

[NOTARY SEAL]



* **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



CITY COUNCIL AGENDA ITEM

SUBJECT: 2023 Street Resurfacing Vendor Recommendation

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

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

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

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

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Gia Scruggs, Finance Director for the City Engineering Department

PRESENTER: Gia Scruggs

PURPOSE: The Finance Department published a solicitation 2023-01 on December 8, 2022. This solicitation closed on January 17, 2023. There were eight (8) submitted bids.

FACTS: Shepco submitted the lowest bid with a cost of \$1,239,900.00. The Finance Director is recommending Shepco be awarded the contract. The funding for this will come from SPLOST – Transportation Infrastructure improvement.

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Bid Results
- (2) Attachment 2 - Draft Contract
- (3) Attachment 3 - Shepco Paving



CITY COUNCIL AGENDA ITEM

(4) Attachment 4 -

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

APPENDIX IV
2023 Street Resurfacing Bid Schedule – Bid Package 1

Pay Item	Description	QTY	Unit	Unit Price	Total Price
150-1001	Traffic Control	1	LS	\$54,500.00	\$ 54,500.00
215-0250	Undercut Excavation and Disposal of Materials (As directed by City Engineer)	25	SY	\$ 193.20	\$ 4,830.00
310-1101	Graded Aggregate Base-Including material (As directed by City Engineer)	25	TN	\$ 100.00	\$ 2,500.00
432-0212	Mill Asphalt Concrete Pavement, 1.5 in depth.	63,000	SY	\$ 3.15	\$198,450.00
402-1802	Recycled /asphalt Concrete Patching using 19 MM Superpave including Bituminous Material & H Lime	1,100	TN	\$ 226.92	\$249,612.00
402-3103	Recycled /asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	5,300	TN	\$ 132.77	\$703,681.00
413-1000	Bitum Tack Coat	2,750	GL	\$ 6.50	\$ 17,875.00
611-8050	Adjust Manhole to Grade	20	EA	\$ 275.00	\$ 5,500.00
611-8140	Adjust Utility valves to Grade	5	EA	\$ 100.00	\$ 500.00
653-0110	Thermoplastic PVMT Marking, Arrow TYPE 1		LF	\$ 350.00	
653-0120	Thermoplastic PVMT Marking, Arrow TYPE 2		LF	\$ 350.00	
653-1501	Thermoplastic Solid Traffic Stripe, 5 IN White		LF	\$ 3.00	
653-1502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow	820	LF	\$ 1.15	\$ 943.00
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN White	105	LF	\$ 14.38	\$ 1,509.90
653-1804	Thermoplastic Solid Traffic Stripe, 8 IN White		LF	\$ 5.00	\$
653-3501	Thermoplastic Solid Traffic Stripe, 5 IN White		GLF	\$ 1.75	
653-3502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow		GLF	\$ 1.75	
	2023 Street Resurfacing Bid	Total Bid Price			1,239,900.90

Include complete bid schedule with your bid

Invoices will be approved and paid based on measured actual quantities and performed work.
Actual quantity may vary from the bid quantities.

Traffic control includes 19 signs at subdivision entrances, no temporary striping or tapes required for residential streets.

BID BOND
ITB 2023-01 Street Resurfacing

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) ShepCo Paving, Inc.

(Address of Contractor) at

4080 McGinnis Ferry Road, Suite 203, Alpharetta, GA 30005

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

Westfield Insurance Company

(Name of Surety)

One Park Circle, Westfield Center, OH 44251

(Address of Surety)

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

City of Stonecrest Georgia

(Name of Obligee)

3120 Stonecrest Blvd., Stonecrest, Georgia 30038

(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of
 Five Percent (5%) of Amount Bid Dollars (\$

\$61,995.05) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

ITB No. 2023-001 - 2023 Street Resurfacing

TITLE

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

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

the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Stonecrest, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

Signed, sealed, and dated this 17th day of January, 20 23

ATTEST:

Jan Schutte
(Principal Secretary)

(SEAL)

Reed D. Lane Cornes
(Witness to Principal)

ShepCo Paving, Inc.

(Principal)

BY: [Signature]

4080 McGinnis Ferry Road, Suite 203, Alpharetta, GA 30006
(Address)

4080 McGinnis Ferry Road, Suite 203, Alpharetta, GA 30005
(Address)

Westfield Insurance Company
(Surety)

ATTEST

BY: [Signature]
(Attorney-in-Fact) and Resident Agent
Daniel Yates

(Seal)

[Signature]
(Attorney-in-Fact) Sean Tidwell

2800 Century Pkwy, NE, Suite 300, Atlanta, GA 30345
(Address)

Sandra Lawrence
(Witness as to Surety) Sandra Lawrence

2800 Century Pkwy, NE, Suite 300
(Address)

Atlanta, GA 30345

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
P. D. YATES, III, ALAN R. YATES, KEVIN M. NEIDERT, MICHAEL L. ANGEL, BETSY J. HOLMES, BRIAN K. HUGHES, DANIEL YATES, DANA D. RUTLEDGE, TINA MARSH, SANDRA LAWRENCE, SEAN TIDWELL, JOINTLY OR SEVERALLY

of ATLANTA and State of GA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of JANUARY A.D., 2022

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 11th day of JANUARY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of January A.D., 2023



Frank A. Carrino, Secretary

ITB NO. 2023-001
2023 STREET RESURFACING

Item III. e.

Company Name: SHEPCO PAVING, INC.

Address: 4080 MGINNIS FERRY RD. STE 203; ALPHARETTA, GA 30005

Contact Person: CARTER NICELY - ESTIMATOR

Phone Number: (770) 777-4704

Email Address: carter@shepcopaving.com

Signature: 

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

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

ITB 2022-025
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

Item III. e.

I hereby certify that I am a principle and duly authorized representative of SHEPCO PAVING, INC., ("Contractor"), whose address is

4080 MGINNIS FERRY RD. STE 203; ALPHARETTA, GA 30005

_____, 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: SHEPCO PAVING, INC.

Date: 01/17/2023

Signature: _____



Title: ESTIMATOR

CERTIFICATE AND ACKNOWLEDGEMENT

Item III. e.

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 ITB are true and correct. Unsigned/undated submissions will not be considered.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I CARTER NICELY as Authorized Representative for SHEPCO PAVING, INC., hereby certify that all information and materials submitted in response to this ITB 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 ITB, and I authorize third parties to release such information to the City.

Legal Name of Company: SHEPCO PAVING, INC.


Authorized Signature of Responder

01/17/23

Date

CARTER NICELY - ESTIMATOR

Print or type name

58-1653344

Company Federal Tax ID Number

carter@shepcopaving.com

Individual E-Mail Address

4080 MGINNIS FERRY RD. STE 203; ALPHARETTA, GA 30005

Company Address

770 777-4704

Phone

770 777-4707

Fax

**ITB NO. 2023-001
BIDDER'S CHECKLIST**

Item III. e.

It is the Proposer's responsibility to read the ITB fully to determine all necessary information/documents are submitted in order for the bid to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: 2023 STREET RESURFACING

ITB NO: 2023-001

- ☒ The bid has been signed by an authorized principal or authorized official of the firm.
- ☒ No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- ☒ We are prepared to provide the insurance required in this solicitation.
- ☒ Completion of Conflict of Interest Disclosure
- ☒ Completed Certificate and Acknowledgement
- ☐ Completed the DBE Participation Form
- ☒ We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- ☒ We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
 - *Immigration and Security Form
 - *Sub-Contractor Affidavit

CARTER NICELY - ESTIMATOR

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST



SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

01/17/23

DATE

SHEPCO PAVING, INC.

COMPANY NAME

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this SEVENTEENTH day of JAN, 2023

SHEPCO PAVING, INC.

(Name of Organization)

ESTIMATOR

(Title of Person Signing)

(Signature)

2023-0001

(Bid Number)

ACKNOWLEDGEMENT

STATE OF GEORGIA)

COUNTY OF FORSYTH)

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

Subscribed and sworn to me this 17 day of JANUARY, 2023.

Leah D. Carnes

Notary Public Signature

My Commission Expires: 02/20/2024



ITB NO. 2023-001
2023 STREET RESURFACING

REFERENCES

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

1. Company Name: SEE ATTACHED
Address: _____
Contact: _____ Phone: _____

2. Company Name: _____
Address: _____
Contact: _____ Phone: _____

3. Company Name: _____
Address: _____
Contact: _____ Phone: _____

SHEPCO PAVING, INC.
Various Public Sector Project References

Project Name	Type	Contract \$	Owner	Completed Date	Contact Name	Contact #
Pinson Street Reclamation	Cement Reclamation	\$233,000	City of Newnan	Jul-12	William Klahr	770-253-8433
Decatur Milling and Patching	Milling and Patching Various Roads	\$144,000	City of Decatur	Aug-12	John Madajewski	404-377-6198
Clarkston Resurfacing	Road Resurfacing	\$75,000	City of Clarkston	Aug-12	Larry Kaiser	404-909-5619
Vogal State Park	Road Milling and Resurfacing	\$133,000	Dept Natural Resources	Apr-12	Erick Dickman	706-878-4756
Hall County Base and Pave	New Base and Paving	\$850,000	Hall County	Sep-13	Jody Woodall	770-531-6800
Athens Transit	New Bus Lot for Athens Transit	\$880,000	Athens Clarke Co	Jul-13	Butch McDuffie	706-613-3913
Norcross Resurfacing	Resurfacing of City Streets	\$225,000	City of Norcross	Apr-13	John Davis	770-421-2000
ECS Warehouse	Stone work and new asphalt paving	\$1,500,000	Dept of Defense	Apr-13	Dan Silva	205-368-0235
2013 LMIG Resurfacing	City Street Resurfacing	\$230,000	City of Griffin	Apr-13	Chris Walker	770-229-6424
Sweetwater Creek St Park	Parking Lot Repair/Paving using FDR	\$1,050,000	Dept Natural Resources	14-Jun	Ricky Day	404-354-6971
Suwanee 2014 LMIG	Road Milling and Resurfacing	\$430,000	City of Suwanee	15-Jan	James Miller	770-945-8996
Dodson Road	Road Milling and Resurfacing	\$105,000	City of Union City	14-Sep	Lonnie Ferguson	770-515-7877
Eunice Holcomb Circle	Road Resurfacing and Widening	\$80,000	City of Dacula	14-Sep	McFarland-Dyer	770-932-6550
Berkeley Lake	Road Milling and Resurfacing	\$375,000	City of Berkeley Lake	Apr-15	Tom Rozier	770-368-9484
GA Tech W21 Lot	Parking Lot Repair / Repaving	\$250,000	Georgia Tech	Jun-15	Spencer Sheffield	404-783-5694
GA Tech Connector Buffer Lot	Parking Lot Repair / Repaving	\$275,000	Georgia Tech	Nov-15	Jerry Young	404-385-7462
GPC Decatur	Parking Lot Repair / Repaving	\$800,000	GA Board of Regents	Nov-15	Derrick Patrick	678-891-3960
VFW Drive	Mill and Resurfacing	\$25,000	City of Stone Mountain	16-Nov	Jim Tavenner	770-879-4970
Norcross Resurfacing	Resurfacing of City Streets	\$125,000	City of Norcross	Nov-16	John Davis	770-421-2000
4th Avenue Improvements	Cement Reclamation and new storm pit	\$300,000	City of Auburn	16-Nov	Dana Sikes	770-962-1387
Winder 2016 LMIG	FDR Various Roads	\$580,000	City of Winder	16-Dec	Neil Counts	770-868-0863
Panola Mtn State Park	New Parking Lot	\$231,000	Dept Natural Resources	17-Jan	Ricky Day	404-354-6971
Ridges Ave Mill / Inlay	Milling and Resurfacing of City Street	\$52,936	City of Stone Mountain	17-Apr	Jim Tavenner	770-879-4970
GA Tech West Campus Paving	Road Resurfacing and Concrete Repair	\$183,392	GA Board of Regents	17-Jun	Kynthia Gaines	404-769-2565
Eldridge Miller ES	FDR of Existing school parking lot	\$98,178	Dekalb Co School System	17-Jun	Fred Schoenfeld	678-410-3754
Conyers Olde Town P-Lot	Reconstruction of parking lot	\$331,000	City of Conyers	Nov-17	Brian Frix	770-785-6690
Avondale Estates Milling/Resurfac	Milling and Resurfacing of City Streets	\$399,825	City of Avondale Estates	17-Nov	Rich Edinger	678-318-1062
Druid Hills MS	New Road and Concrete work	\$88,503	Dekalb Co School System	18-Feb	Fred Schoenfeld	678-410-3754

ITB NO. 2023-001
2023 STREET RESURFACING
SUBCONTRACTORS

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

1. Company Name: TIDEWELL TRAFFICE SOLUTIONS
 PO BOX 191445
Address: ATLANTA, GA 31119

Contact: MARK TIDEWELL Phone: 678- 251-8166

2. Company Name: _____
Address: _____
Contact: _____ Phone: _____

3. Company Name: _____
Address: _____
Contact: _____ Phone: _____

4. Company Name: _____
Address: _____
Contact: _____ Phone: _____

5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

ITB NO. 2023-001
2023 STREET RESURFACING
DBE PARTICIPATION

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

1. Company Name: VGT Trucking Inc., dba J&T Trucking
Address: 4025 Satellite Blvd. Ste. H Duluth, GA 30096
Contact: Ms. Santa Resario Phone: (678) 332-7913

2. Company Name: _____
Address: _____
Contact: _____ Phone: _____

3. Company Name: _____
Address: _____
Contact: _____ Phone: _____

4. Company Name: _____
Address: _____
Contact: _____ Phone: _____

5. Company Name: _____
Address: _____
Contact: _____ Phone: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: SHEPCO PAVING, INC.

Address: 4080 MGINNIS FERRY RD. STE 203
ALPHARETTA, GA 30005

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

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

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

183413
E Verify™ Company Identification Number

04/02/10
Date of Authorization

[Signature]
BY: Authorized Officer or Agent
(Name of Person or Entity)
CARTER NICELY

01/17/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

17 DAY OF JANUARY, ~~2022~~ 2023

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 02/20/2024

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

938085

Federal Work Authorization User Identification Number

1-14-2016

Date of Authorization

Tidwell Traffic Solutions, Inc.

Name of Subcontractor

2023 STREET RESURFACING

Name of Project

CITY OF STONECREST

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

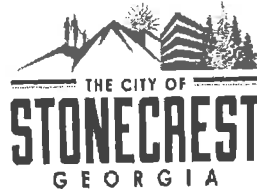
16 DAY OF January, 2022

[Signature]
Notary Public



[NOTARY SEAL]

My Commission Expires: 6-28-2024



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:

27-2216266

Federal Work Authorization User Identification Number

1/17/23

Date of Authorization

VBT Trucking Inc DBA J&T Trucking

Name of Subcontractor

The City of Stonecrest / 2023 Street Resurfacing

Name of Project

The City of Stonecrest

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17 DAY OF January, ~~2022~~ ²⁰²³

Josh D. Courtois

Notary Public

My Commission Expires: 02/20/2024

[NOTARY SEAL]



Questions & Answers - 1

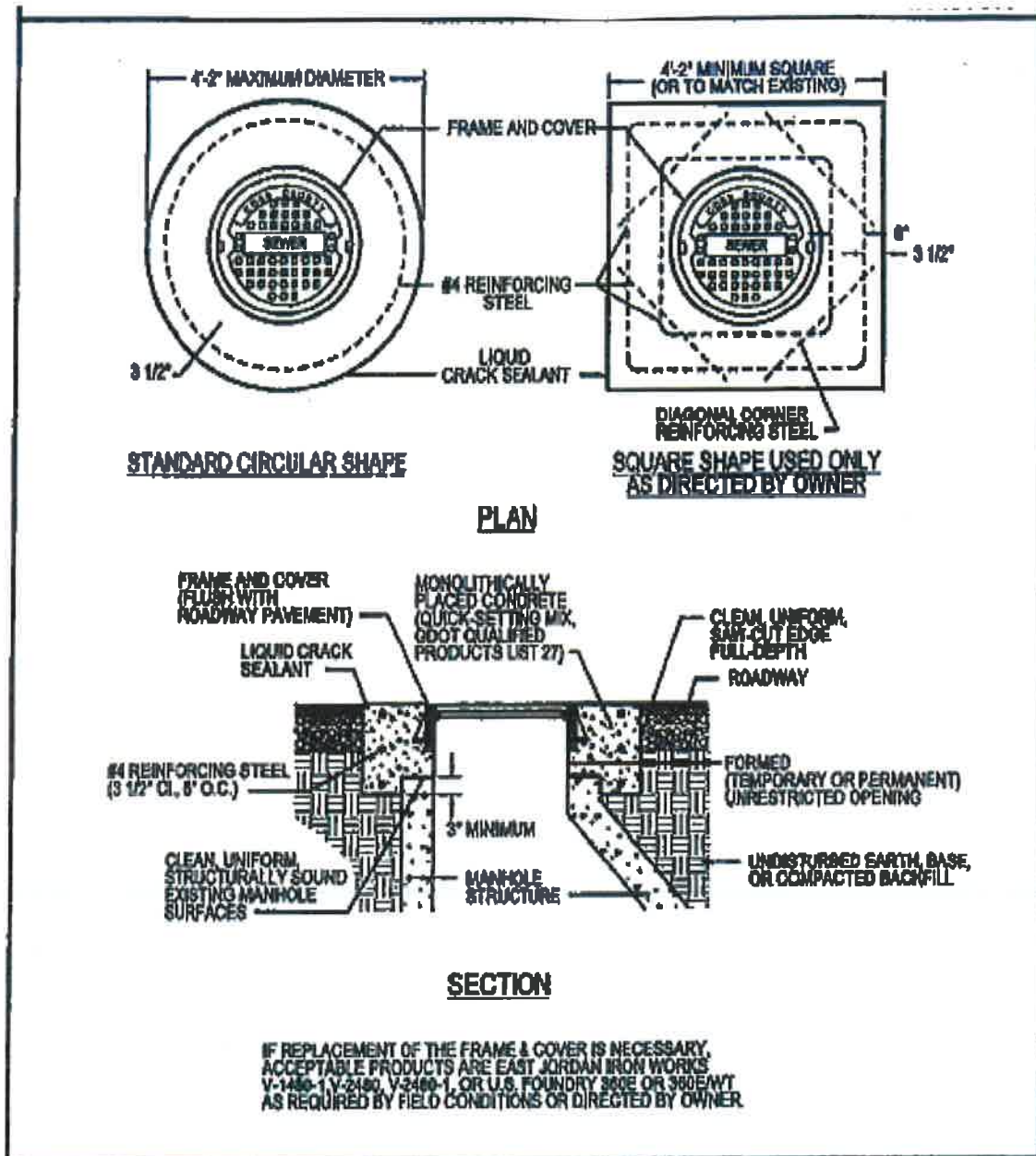
Project 2023-001 - 2023 Street Resurfacing
Buying Organization City of Stonecrest

No	Question/Answer	Question Date
Q1	<p>Question: Bid Documents & Specification</p> <p>1. The Bid Bond form provided has ITB 22-025, 2323 Street Resurfacing. Please correct to reflect ITB 2023-001.</p> <p>2. Completion date is 10/18/2023 or 3/31/2023(p12 paragraph 1) or 11/30/2023(p12 paragraph 5), Please clarify.</p> <p>3. Can manhole & VB adjustments be made with Adjust-o-Rings? If not please provide construction detail.</p> <p>4. Is milling full width or edge milling?</p> <p>Answer: 1. Bid Bond Document should be 2023-001</p> <p>2. The completion date is August 18, 2023</p> <p>3. Manhole raising in pavement detail is provided (attached)</p> <p>4. Full depth milling, please refer to pay item 402-0212</p>	12/15/2022
Q2	<p>Question: Correct Bid Date</p> <p>Is bid date 1/17/2023 and not 1/17/2022?</p> <p>Answer: The bid close date is 1/17/2023.</p>	12/15/2022
Q3	<p>Question: Asphalt Resurfacing</p> <p>1. Several of the roads listed have existing asphalt pavement above the gutter line by 1"-1.5". Is the end goal to be flush with the original gutter line? This would mean the contractor would have to remove approximately 3" of existing material prior to the final paving in those areas.</p> <p>2. Other streets have been previously paved into the gutters. Similar question here, is the goal to reclaim the original gutter line?</p> <p>3. Some streets have several inoperable or abandoned vehicles in the roadway. Will the city be towing these vehicles prior to the contractors mobilization?</p> <p>Answer: End goal is to flush with the Gutter line. City will be using towing a company to tow the vehicles only when necessary. Milling will be limited to 1.5 inches.</p>	01/04/2023
Q4	<p>Question: Bid Schedule</p> <p>On the bid schedule, there are no estimated quantities for some of the items (ie, Thermoplastic Arrow Type 1), they are blank.</p> <p>Does the city want us to leave the QTY, UNIT PRICE, and TOTAL PRICE columns for those items blank, or put a NA for those items?</p> <p>Answer: City has not identified any quantities for some of the items at this time but included in the bid table. City is seeking unit prices in case the need arises so that the City can pay the Contractor. These unit prices will not affect the total bid amount or considered in bid tabulation.</p>	01/05/2023
Q5	<p>Question: Trees Limbs</p> <p>On some of the roads, tree trimming will have to take place to allow milling.</p> <p>Will that cost be the responsibility of the contractor or the city?</p> <p>Answer: City will use other resources to trim the trees where necessary prior to start milling.</p>	01/05/2023

No	Question/Answer	Question Date
Q6	<p>Question: Bid Results</p> <p>When and in what fashion will the bid results be disseminated? if via zoom, can the city provide the time and the Link?</p> <p>Answer: Prior to the bid close a link will be provided (in conducted virtually)</p>	01/05/2023

INVITATION TO BID (ITB) NO. 2023-001
2023 STREET RESURFACING

CITY OF STONECREST
MANHOLE ADJUSTMENT IN PAVING DETAILS





**4080 MCGINNIS FERRY RD
BLDG 200 SUITE 203
ALPHARETTA, GA 30005
(770) 777-4704 * FAX (770) 777-4707**

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INTRODUCTORY LETTER/VENDOR INFORMATION



4080 McGinnis Ferry Rd – Ste. 203 • Office: 770-777-4704 • Fax: 770-777-4707
 info@shepcopaving.com • www.shepcopaving.com

STATEMENT OF QUALIFICATIONS

1. Introduction Letter / Vendor Information

A1. Office and Administrative Location

4080 McGinnis Ferry Road
 Suite 203
 Alpharetta, GA 30005
 (O) 770-777-4704
 (F) 770-777-4707
www.shepcopaving.com

Shop Location

2495 Turner Hill Road
 Lithonia, GA 30058
 (O) 770-482-6654
 (F) 770-482-5707

ShepCo Paving maintains an administrative office in Alpharetta, GA. All accounting and project management personnel report to this office. ShepCo also has a shop location in Lithonia, GA in which all crew personnel and site superintendents are located.

Carter Nicely - Primary Contact - (770) 777-4704 email: carter@shepcopaving.com

ShepCo Paving is a Sole Proprietorship.

A2. ShepCo Paving was started in 1986. ShepCo has grown consistently and conservatively over the last 30 years. ShepCo currently has 47 employees. Of this total, four handle project management and estimating, two office and administration, two general site superintendents, six job foreman, and the remaining are crew personnel.

ShepCo's primary disciplines include grading, small pipe work, stone base installation, milling, full depth reclamation using Portland cement, asphalt patching and repair, and new asphalt paving.

ShepCo has relationships with trusted subcontractor partners that perform concrete curb and gutter along with sealcoating and striping.

A3. The average revenue over the last seven years has ranged from \$10,000,000 to \$18,000,000. At the end of 2014 ShepCo's asset to liabilities ratio was 2.489. ShepCo's primary banking relationship is with BB&T. Houston Bass is our relationship manager. He can be reached at 678-957-3794.

A4. ShepCo has not been involved in any litigation in the past five years.

A5. ShepCo has never been removed from a contract or failed to complete a contract.

A6. ShepCo has never made payments of actual or liquidated damages for failure to meet a completion date.

A7. A surety company has never made payments on Payment and Performance Bonds on our account.

A8. ShepCo performs approximately 30% of its total work in a year for Government / public sectors agencies.

a. We certify that our firm has sufficient bonding capacity to provide payment and performance bonds for anticipated total cost of work.

b. Our firm has a current Contractor's Public Liability Insurance policy, and our firm is insurable in the following amounts: Bodily injury, including death - limits of \$1,000,000 for each accident. Property damage - limits of \$2,000,000 for each accident and \$4,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.)

c. Westfield Insurance handles the contract bonding requirements for ShepCo Paving. Westfield Insurance Company carries an A.M. Best's rating of A (Excellent) 14 and is listed on the U.S. Treasury Departments Circular 570 as an approved surety on Federal Projects. Westfield is licensed to do business in the State of Georgia.

d. Our Firm can provide a Builder's Risk Insurance Policy.

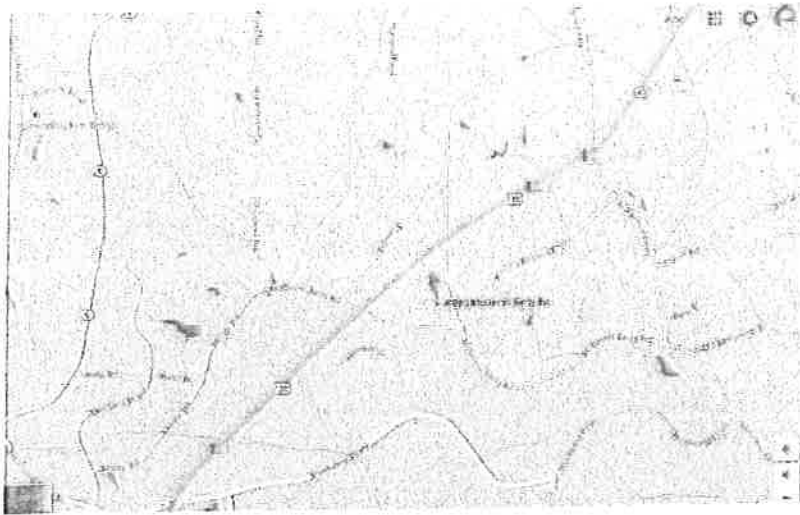
e. ShepCo has an Experience Modification Rate (EMR) average of less than over the last three years. *See attached letter in appendix as verification.*

f. ShepCo has all the necessary, valid and current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed.

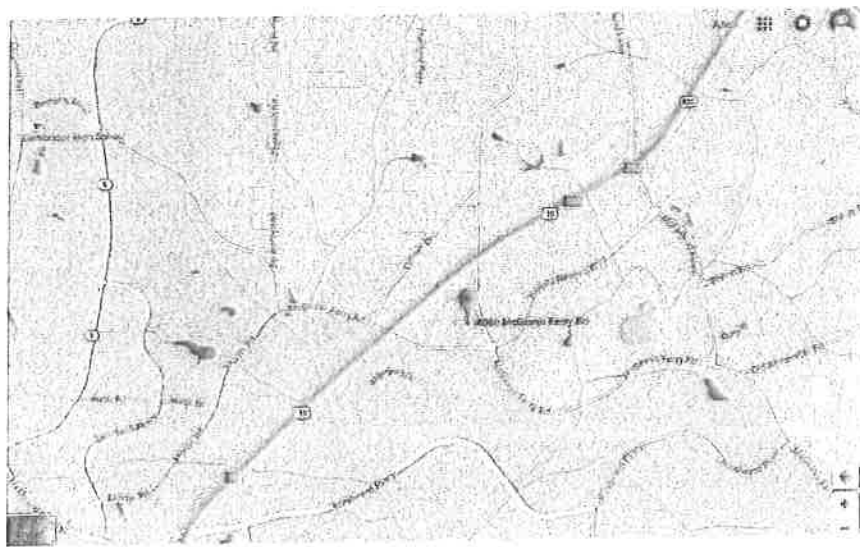
FIRM'S FACILITIES AND EQUIPMENT

4. Firm's Facilities and Equipment

ShepCo's Office / Administrative Location:



ShepCo's Shop Location:



See attached equipment list.

EQUIPMENT LIST

SHEPCO PAVING

DATE PRINTED/UPDATED

2/5/2016

Asset or Serial	Item Description (Make and Model)	Location	Condition	Vin #	Type
01-69	2004 LEXUS SC430	STEVE	Good	JTHFN48Y840050100	CAR
01-77	2006 CHEVY C-2500	SHOP	Good	1GCHC23U06F134081	JUAN
01-83	2007 CHEVY EXPRESS VAN	SHOP	Good	1GAHG39U771190088	
01-84	2008 FORD EXPLORER	SHOP	Good	1FMEU31E18UA52615	EXTRA
01-87	2011 CHEVY SILV. 1500	SHOP	Good	3GCPKTE36BG396866	RICKY
01-88	2011 CHEVY SILV. 2500	SHOP	Good	1GC1CVCG38F248874	SLIM
01-90	2012 CHEVY SILV. 1500	SHOP	Good	1GCRKSE79CZ2608701	MIKE
01-91	2013 CHEVY SIL. 2500	SHOP	Good	1GC1CVCG8DF125283	JOE
01-92	2013 CHEVY SILV. 2500	SHOP	Good	1GC1CVCGXD169477	JR.
01-93	2013 CHEVY SIL. 2500	SHOP	Good	1GC1CVCG9DF207197	KEN
01-94	2013 FORD EXPEDITION	TOM	Good	1FMJUH55DEF62642	TOM
01-95	2013 FORD F-150	AARON	Good	1FTFW1ER9DFD08028	AARON
01-96	2015 CHEVY SILV-2500	SHOP	Good	1GC1CUEG1FF140573	TIM
01-97	2015 CHEVY SILV-2500	SHOP	Good	1GC1CUEG9FF164166	JUAN
01-98	2013 MERCEDES S350	STEVE	Good	WDDNG7DB6DA520330	STEVE
01-99	2012 MERCEDES GL450	STEVE	Good	4JGBF7BE8CA775486	STEVE
01-100	2011 CHEVROLET COLORADO	SHOP	Good	1GCCSBF94B8107131	SHOP
01-101	2007 TOYOTA CAMRY	STEVE	GOOD	4T1BK46K2J540449	STEVE
02-17	12G MOTORGRADER	SHOP	Good	61M15650	SHOP
02-19	1999 KOMATSU M. GRADER	SHOP	Good	210095	SHOP
02-21	12H CAT MOTOR GRADER	SHOP	Good	AMZ00582	SHOP
02-22	GD555-3C KOMATSU M/GRADER	SHOP	Good	B10015	SHOP
02-23	GD555-3C KOMATSU M./GRADER	SHOP	Good	51278	SHOP

Asset or Serial	Item Description (Make and Model)	Location	Condition	Vin #	Type
04-30	914K CAT WHEEL LOADER	SHOP	Good	CD200663	SHOP
05-21	1994 FORD F700	SHOP	Good	1FDWK74C3RVA32342	SHOP
05-28	1999 SIERLING L-7501 W/DIST.	SHOP	Good	2FZHRJBAXXAA99810	SHOP
05-28	DISTRIBUTER BX-KL 1500 GAL	SHOP	Good		SHOP
05-29	2002 FREIGHTLINER (FLD120)	SHOP	Good	1FUJAHAV02LJ46449	SHOP
05-31	2004 FORD F750 CAB & CHASSI	SHOP	Good	3FRXF75564V588030	SHOP
05-32	2003 WESTERN STAR 4900FA	SHOP	Good	2WLHAEAS23KL10132	SHOP
05-33	2000 FREIGHTLINER (FL70)	SHOP	Good	1FV6HJAC3YHG83656	SHOP
05-34	2007 SIERLING L7500	SHOP	Good	2FZA5DC87AX66075	SHOP
05-35	1995 TRUCK - SPREADER	SHOP	Good	1FVX6HC86SP603851	SHOP
05-36	2015 KENWORTH TRUCK	SHOP	Good	1NKZLP0XXFJ454567	SHOP
05-37	2005 WATER TRUCK	SHOP	Good	1FVACXDC5HP01333	SHOP
05-38	2015 KENWORTH TRUCK	SHOP	Good	1XKZDP9X7FJ470702	SHOP
05-39	2015 KENWORTH TRUCK	SHOP	Good	1XKZDP9X5FJ470701	SHOP
05-40	2005 FREIGHTLINER WATER TRUCK	SHOP	Good	1FVACXDC85HV63237	SHOP
05-41	2016 KENWORTH DISTRIBUTOR	SHOP	Good	3BKHHM7XXGF101506	SHOP
06-14	NEW BLOW KNOX PF3200	SHOP	Good	32002755	SHOP
06-15	PF3200 BLOW KNOX	SHOP	Good	180654	SHOP
06-16	2007 LEEBOY MOD. 8510 PAYER	SHOP	Good	8510T	SHOP
06-17	2015 PAYER RP-190e	SHOP	Good	RP190EX4034	SHOP
07-19	BROCE RC-300 BROOM	SHOP	Good	88488	SHOP
07-20	JOHN DEERE TRACTOR	SHOP	Good	PO7405X002030	SHOP
07-21	2001 BORCE RJ350 SELF PROP BROOM	SHOP	Good	401057	SHOP
07-22	CAT RM-250C MIXER	SHOP	Good	AWG00326	SHOP
07-23	W120-F MILLING MACHINE	SHOP	Good	#08.10.1088	SHOP
07-24	RM-300 ROLARY MIXER	SHOP	GOOD	BWR00748	SHOP

Asset or Serial	Item Description (Make and Model)	Location	Condition	Vin #	Type
02-24	GID655-5 KOMATSU M/GRADER	SHOP	Good	55123	SHOP
03-27	1993 DYNAPAC ROLLER CDA251PD	SHOP	Good	58310961	SHOP
03-31	1995 INGERSOLL RAND ROLLER SD70	SHOP	Good	5659	SHOP
03-34	1995 INGERSOLL RAND ROLLER	SHOP	Good	141185	SHOP
03-35	1999 DYNAPAC ROLLER CC122	SHOP	Good	60114421	SHOP
03-36	1999 INGERSOLL PT 125	SHOP	Good	159799	SHOP
03-37	1999 INGERSOLL SD70	SHOP	Good	144706	SHOP
03-38	2000 INGERSOLL RAND SD-70D	SHOP	Good	162732	SHOP
03-40	2000 INGERSOLL RAND PT125 ROLLER	SHOP	Good	168675	SHOP
03-41	2001 ROLLER CB 434C	SHOP	Good	CB434V4DN00532	SHOP
03-42	2004 ROLLER PS-150B	SHOP	Good	3XR00795	SHOP
03-43	2004 ROLLER CB 334E	SHOP	Good	C4F00130	SHOP
03-44	2005 INGERSOLL ROLLER PT 125	SHOP	Good	180357	SHOP
03-45	2005 INGERSOLL ROLLER SD70D	SHOP	Good	17119	SHOP
03-46	2006 COMPACTOR ROLLER HAMM 3307	SHOP	Good	1590847	SHOP
03-47	2010 BASE ROLLER HAMM 3410	SHOP	Good	H1690662	SHOP
03-48	ASPHALT COMPACTOR	SHOP	Good	EM2012682	SHOP
03-49	ASPHALT COMPACTOR CB34	SHOP	Good	34500983	SHOP
04-20	924 F CAT WHEEL LOADER	SHOP	Good	5NN00868	SHOP
04-21	KAWASAKI WHEEL LOAD - KSS60ZIV	SHOP	Good	60C1-0117	SHOP
04-22	KAWASAKI WHEEL LOAD - KSS60ZIV	SHOP	Good	60C1-0121	SHOP
04-24	953C CAT LOADER	SHOP	Good	2ZN01995	SHOP
04-25	924F CAT LOADER	SHOP	Good	5NN01530	SHOP
04-26	KOMATSU BACK HOE WB140-2N	SHOP	Good	A22240	SHOP
04-27	924GL CAT WHEEL LOADER	SHOP	Good	RTA00547	SHOP
04-28	S220 BOBCAT LOADER	SHOP	Good	A5GK35076	SHOP
04-29	S650 HIGH FLOW SKID _OADER	SHOP	Good	A3NV22016	SHOP

Asset or Item Description Serial (Make and Model)	Location	Condition	Vin #	Type
07-25 2014 KUBOTA TRACTOR	SHOP	GOOD	58588	SHOP
08-13 WATER WAGON	SHOP	Good		SHOP
08-21 1999 HUDSON HSE 16 TRAILER	SHOP	Good	10HSE16XX1000157	SHOP
08-22 2000 PACE AMERICAN TRAILER	SHOP	Good	4F9FB1018YG044179	SHOP
08-24 2007 CARGO MALE	SHOP	Good	5NHUHO157U321803	SHOP
08-25 2007 TRAIL KING TRAILER	SHOP	Good	1TKSO482778087649	SHOP
08-26 2006 CARGO TRAILER	SHOP	Good	5EB1122061024495	SHOP
08-27 TRAIL KING 1K70RG	SHOP	Good	1TLSO48288B123964	SHOP
08-28 HOOVER FLAIBED 7X16' 7N TON TRAILER SHOP		Good	4TOFB1628D1001223	SHOP
08-29 2014 HOOVER FLAIBED TRAILER	SHOP	Good	4TOFB1628E1004544	SHOP
08-30 2016 WATER WAGON	SHOP	Good	D0116WW	SHOP
09-10 WACKER VIB PLATE	SHOP	Good		SHOP
09-11 WACKER SAW	SHOP	Good		SHOP
09-12 WACKER SAW	SHOP	Good		SHOP

TO WHOM IT MAY CONCERN:

Shepco Paving, Inc. has been banking with United Community Bank since July 2017. The owner of the company, Steve Copeland, has had a banking relationship with United since 2003.

Since the time of opening the accounts, they are in good standing with United Community bank. We have the highest regard for the company and Mr. Copeland.

If you should have any questions, please contact me at 678-714-3607.

Thank You,



Vinci Edwards
Assistant Vice President



Prequalification Statement of Bonding Position for Shepco Paving, Inc.

Dear Sirs:

We are pleased to confirm that The Yates Insurance Agency currently handles the contract bonding requirements of Shepco Paving, Inc., through Westfield Insurance Company. Westfield Insurance Company carries an A. M. Best's Rating of A (Excellent) 15 and is listed on the U. S. Treasury Department Circular 570 as an approved surety on Federal projects. Westfield Insurance is licensed to do business in the State of Georgia.

We are currently in a position to provide Bid, Performance, and Payment Bonds for Shepco Paving, Inc. for single projects in the \$4,000,000 range with an aggregate work program in the \$15,000,000 range. Special acceptance for higher levels could be considered upon submission of job details. Any bonds issued would, of course, be subject to our normal underwriting review and acceptance of the contract documents, bond forms, terms of project financing and other underwriting factors at the time a bond is actually requested.

The Yates Insurance Agency has handled contractors bonding and insurance since 1949 and is proud to have provided bonding for Shepco Paving, Inc. since 1986. With several hundred bonded and insured contractors, it is our assessment that Shepco Paving, Inc. is well equipped, highly experienced, and properly financed and we can provide our full recommendation to any prospective project owners.

If we can be of any further assistance, please feel free to contact us at 404-633-4321.

Regards,

YATES INSURANCE AGENCY

A handwritten signature in cursive script, reading "Gary Spuller".

Gary A. Spuller
Bond Underwriter Manager



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

Item III. e.

July 7, 2021

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SH480

Shepco Paving, Inc.
4080 McGinnis Ferry Road
Alpharetta, GA 30005

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$70,500,000.00

CERTIFICATE EXPIRES: March 31, 2023

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 150, 205, 301, 310, 310A and 432

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN="Marc Mastronardi, P.E."
Date: 2021.07.08 09:41:07-04'00'

MM:TKA

STATEMENT OF BIDDER'S QUALIFICATIONS:
(To be subscribed and sworn to before a notary public.)

Bidder's Name: SHEPCO PAVING, INC.
LEGAL NAME OF BUSINESS

Bidder's Address: 4080 MGINNIS FERRY RD. STE 203
LEGAL BUSINESS ADDRESS (NO P.O. BOX, **MUST** BE PHYSICAL ADDRESS)

ALPHARETTA GEORGIA 30005
CITY STATE ZIP

MAILING ADDRESS IF DIFFERENT FROM ABOVE

Telephone Number: 770 777-4704
AREA CODE NUMBER

The full names of persons and firms interested in the foregoing bid as principals are as follows:

- (1) STEVE COPELAND - PRESIDENT
Circle One: President Partner Owner Other
- (2) AARON RISSLER - VICE PRESIDENT
Circle One: Vice President Secretary Partner Other
- (3) TOM SCHUETTE - SECRETARY
Circle One: Vice President Secretary Partner Other

Note: If incorporated: The names of both the President and Corporate Secretary must be indicated.
If a partnership, all partners must be indicated.

Social Security Number or FEIN: 58-1653344

Contractor's Georgia License Type and Number: _____

Contractor's Federal Employment Verification Certification: (Must include completed Contractor Affidavit as found in Section 7 of the Contract)

The Contractor is registered with, authorized to use, is using and will continue to use, the federal work authorization program throughout the term of the contract, and holds the following authorization:

User Identification Number: 183413

Date of Authorization: 04/02/10

State Where Organized or Incorporated: GEORGIA

Plan of Organization: (Circle One) Proprietorship ☒ Corporation Partnership Joint Venture Other (Describe)

FORSYTH COUNTY BUSINESS LICENSE

Issue Date:
January 1, 2022

Expiration Date:
December 31, 2022

Business Name:
Shepco Paving Inc

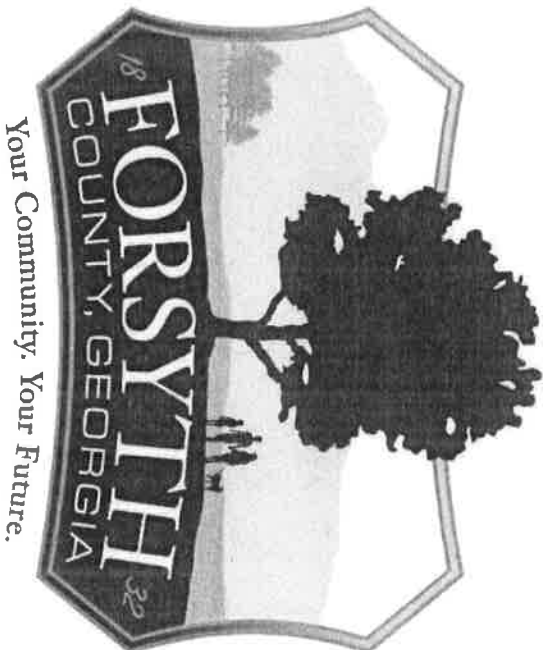
License #: L201400563

Business Location:
4080 MCGINNIS FERRY RD SUITE 203
ALPHARETTA, GA 30005

NAICS Code #: 561110

Business Owner:
Steve Copeland

Business Description: Office
Administrative Services



LICENSE OFFICIAL

Amy Kornath

1 **STATE OF GEORGIA**
2 **COUNTY OF DEKALB**
3 **CITY OF STONECREST**

4
5 **RESOLUTION NO. _____**
6

7 **A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF**
8 **STONECREST, GEORGIA AUTHORIZING THE EXECUTION OF ITB NO. 2023-01**
9 **2023 STREET RESURFACING PROJECT CONTRACT WITH SHEPCO PAVING,**
10 **INC. FOR A TERM ENDING ON MARCH 31, 2023, IN AN AMOUNT NOT TO**
11 **EXCEED) ONE MILLION TWO HUNDRED THIRTY-NINE THOUSAND NINE**
12 **HUNDRED DOLLARS AND 00/100 CENTS. (\$1,239,900.00); AND FOR OTHER**
13 **PURPOSES.**

14 **WHEREAS,** the City of Stonecrest, Georgia (the “City”) is a municipal corporation
15 duly organized and existing under the laws of the State of Georgia, and is charged with
16 providing public services to its residents; and

17 **WHEREAS,** the City wishes to enter into a contract with ShepCo Paving, Inc. (the
18 "Contractor"), a corporation created and existing under the laws of the State of Georgia for the
19 resurfacing of certain municipal streets within the City of Stonecrest (“Contract”); and

20 **WHEREAS,** the Contract shall be governed by the law of the State of Georgia,
21 exclusive of its choice of law provisions; and

22 **WHEREAS,** any contract for work on all or part of the municipal road system shall be in
23 writing and be approved by resolution which shall be entered on the minutes of such municipality
24 pursuant to O.C.G.A. § 32-4-111; and

25 **WHEREAS**, pursuant to O.C.G.A. § 32-4-118 where a contract has been let for bid, a
26 municipality, by resolution entered in its minutes, shall award the contract to the lowest dependable
27 bidder; and

28 **WHEREAS**, the City advertised ITB 2023-001, 2023 STREET RESURFACING,
29 Contract for the resurfacing of streets within the city; and

30 **WHEREAS**, following a review and evaluation of the proposals submitted in response to
31 the solicitation, ShepCo Paving, Inc. was determined to be one of the most responsive and
32 responsible offerors; and

33 **WHEREAS**, the City and the Contractor hereby agree the Contractor will be responsible
34 for providing all labor, materials, and equipment necessary to patch, mill, resurface, and/or re-
35 stripe 30 or more streets within the City ("Project"); and

36 **WHEREAS**, the total cost of the Project shall not exceed **ONE MILLION TWO**
37 **HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED DOLLARS AND 00/100**
38 **CENTS. (\$1,239,900.00)**; and

39 **WHEREAS**, The Contractor shall perform and complete its duties under the Contract
40 including but not limited to the following: construction of the whole or a designated part of the
41 Project; furnishing of any required surety bonds and insurance; and the provision or furnishing
42 of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities,
43 tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat,
44 light, cooling and all other utilities as required by the Agreement.; and

45 **WHEREAS**, The Contractor shall achieve Substantial Completion of the Work by
46 March 31, 2023, unless another date is provided within the written Notice to Proceed.

47 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STONECREST,**
48 **GEORGIA, HEREBY RESOLVES**, that the Mayor, on behalf of the City, is hereby authorized
49 to execute the contract attached hereto as Exhibit A with ShepCo Paving, Inc. for the resurfacing
50 of certain municipal streets within the City of Stonecrest.

51 **BE IT FURTHER RESOLVED**, ShepCo Paving, Inc.. shall achieve Substantial Completion of
52 the work by March 31, 2023.

53 **BE IT FURTHER RESOLVED**, that the cost of the work shall not exceed **ONE MILLION**
54 **TWO HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED DOLLARS AND 00/100**
55 **CENTS. (\$1,239,900.00).**

56 **BE IT FURTHER RESOLVED**, that the City Attorney or his designee is directed to negotiate,
57 prepare, and/or review the contract attached in Exhibit A, to affect the intent of this resolution
58 provided that such agreement is in compliance with the conditions set forth herein.

59 **BE IT FURTHER RESOLVED**, that the agreement will not become binding upon the City and
60 the City will incur no obligation or liability under it until it has been executed by the Mayor,
61 attested to by the City Clerk and approved by the City Attorney as to form.

62 **BE IT FURTHER RESOLVED**, to the extent any portion of this Resolution is declared to be
63 invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this
64 Resolution.

65 **BE IT FURTHER RESOLVED**, all City resolutions are hereby repealed to the extent they are
66 inconsistent with this Resolution.

67 **BE IT FINALLY RESOLVED**, this Resolution shall take effect immediately.

68
69 **RESOLVED** this _____ day of _____, 2023.
70
71

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

117
118
119

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT SERVICES

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and ShepCo Paving, Inc. ("Contractor").

WITNESSETH:

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

WHEREAS, Contractor submitted a response to the City's Invitation to Bid for 2023 Street Resurfacing, which was selected by the City as the most responsive bidder;

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 on March 31, 2023 ("Term").

4. **RELATIONSHIP OF THE PARTIES.**

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

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

6. **TERMINATION FOR DEFAULT.**

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

performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
 - (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and

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

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

11. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.

- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
- (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

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

13. THE CITY’S ASSISTANCE AND COOPERATION. During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced

under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

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

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

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

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

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

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

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

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

If to the City:

Acting City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: gscruggs@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:

ShepCO Paving, Inc.
Carter Niecely
4080 McGinnis Ferry Road
Suite 203
Alpharetta, GA 30005
Phone: 770-777-4704
Email: carter@shepcopaving.com

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

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

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

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

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

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

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

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

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY: _____

TITLE:

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

APPROVED AS TO FORM: _____

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CONTRACTOR,

BY (sign here): _____
Name (print): _____
Title: _____

[Corporate Seal]

ATTEST (sign here): _____
Name (print): _____
Title: _____
DATE: _____

EXHIBIT A
SERVICES/ SCOPE OF WORK

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

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.

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

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 \$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 \$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.

EXHIBIT C
RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

EXHIBIT D**DRUG FREE WORKPLACE**

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

_____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

EXHIBIT E
PURCHASING POLICY ADDENDUM

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

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

EXHIBIT F**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name: _____

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

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

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

EEV/Basic Pilot Program* User Identification Number_____
BY: Authorized Officer or Agent
(Contractor Name)_____
Date_____
Title of Authorized Officer or Agent of Contractor_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS ____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

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

APPENDIX IV
2023 Street Resurfacing Bid Schedule- Bid Package 1

Pay Item	Description	QTY	Unit	Unit Price	Total Price
150-1001	Traffic Control	1	LS	\$54,500.00	
215-0250	Undercut Excavation and Disposal of Materials (As directed by City Engineer)	25	SY	\$ 193.20	\$ 4,830.00
310-1101	Graded Aggregate Base-Including material (As directed by City Engineer)	25	TN	\$ 100.00	
432-0212	Mill Asphalt Concrete Pavement, 1.5 in depth.	63,000	SY	\$ 3.15	\$198,450.00
402-1802	Recycled /asphalt Concrete Patching using 19 MM Superpave including Bituminous Material & H Lime	1,100	TN	\$ 226.92	\$249,612.00
402-3103	Recycled /asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	5,300	TN	\$ 132.77	
413-1000	Bitum Tack Coat	2,750	GL	\$ 6.50	
611-8050	Adjust Manhole to Grade	20	EA	\$ 275.00	\$ 5,500.00
611-8140	Adjust Utility valves to Grade	5	EA		\$ 1,000.00
653-0110	Thermoplastic PVMT Marking, Arrow TYPE1		LF	\$ 110.00	
653-0120	Thermoplastic PVMT Marking, Arrow TYPE2		LF	\$ 350.00	
653-1501	Thermoplastic Solid Traffic Stripe, 5 IN White		LF	\$ 3.00	
653-1502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow	820	LF	\$ 1.15	\$ 943.00
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN White	105	LF	\$ 14.18	\$ 1,500.00
653-1804	Thermoplastic Solid Traffic Stripe, 8 IN White		LF	\$ 5.00	
653-3501	Thermoplastic Solid Traffic Stripe, 5 IN White		GLF	\$ 1.75	
653-3502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow		GLF	\$ 1.75	
	2023 Street Resurfacing Bid	Total Bid Price			1,239,900.90

ITB 2022-025
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

Item III. e.

I hereby certify that I am a principle and duly authorized representative of SHEPCO PAVING, INC., ("Contractor"), whose address is

4080 **MGINNIS FERRY RD. STE 203; ALPHARETTA, GA 30005**

_____, 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: SHEPCO PAVING, INC.

Date: 01/17/2023

Signature: _____

(, T J-f"-J

Title: ESTIMATOR



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: SHEPCO PAVING, INC

Address: 4080 MGINNIS FERRY RD. STE 203
ALPHARETTA, GA 30005

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

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

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

183413

E Verify™ Company Identification Number

04/02/10

Date of Authorization

/s/ Carter Nicely

01/17/2023

Date

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

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

17 DAY OF JANUARY, 2023

Sheeh D. Goues
Notary Public

[NOTARY SEAL]

NOTARY SEAL
SHEPCO PAVING, INC.
04/02/10
01/17/2023
EXPIRES

My Commission Expires: 02/20/2024

NOTARY SEAL
SHEPCO PAVING, INC.
04/02/10
01/17/2023
EXPIRES

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent

federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Stonecrest (City), requests that interested parties submit formal sealed bids/proposals for the resurfacing of streets within the city. Street locations can be found on the location map provided in this bid package. The list of roads also provided in the Appendix IV.

All streets are to be milled, patched, resurfaced, and/or re-stripped per the following specifications.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, and specifications;
- City of Stonecrest ordinances and regulations;
- OSHA standards and guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references demonstrating experience completing projects of similar scope.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of

this contract shall be substantially completed by March 31, 2023. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. July 4th, Labor Day, Veterans Day, Thanksgiving, etc.). No lane closures will be allowed on major streets except between the hours of 9:00AM to 4:00PM as noted in the Special Conditions section of this ITB.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by November 30, 2023. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay unto completion.

The standard order of operations for resurfacing shall be as follows:

- a) Milling
- b) Patching
- c) Leveling
- d) Resurfacing
- e) Thermoplastic Striping
- f) Raised Pavement Markers

The contractor shall provide a project progress schedule prior to or at the pre-construction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all

notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) staff to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing notification signs at all entrances to subdivisions that are to be resurfaced. The notifications are to be installed one week prior to commencement of work. Signs shall be installed on temporary metal stakes driven in the ground or on tripods. Signs are to remain in place until contracted work (except punchlist) has been completed and accepted. No separate payment will be made for this work. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct the work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included in the overall pricing for the project. There is no separate payment item for Traffic Control.

The contractor shall install temporary pavements markings, where applicable, including paint and/or traffic tape to ensure traffic safety until such time that the permanent thermoplastic markings and raised pavement markers can be installed. The cost for the temporary marking shall be included in the specific item for permanent markings.

The contractor shall be responsible for providing and installing signs at the subdivision entrance, as defined in the Special Conditions section of this ITB. The location and applicability of placing these signs shall be determined by the City. The signs shall remain in place until all contract work (excluding punch list) has been completed and accepted.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

MILLING

Resurfacing shall be constructed so as to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.

All milled surfaces are to be resurfaced within one week of the milling operation.

All Streets shall be milled 1.5 inches prior to identifying the patching areas.

REPAIR OF EXISTING PAVEMENT

This work shall consist of repairing existing pavement areas that have failed or showing signs of distress. The contractor and CEI inspector shall jointly inspect the roadway and mark all areas to be patched.

Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed 7' in width.

Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include pavement removal, trimming, cleaning and all other incidental work. The contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is to be included in the unit price for asphalt.

ASPHALT CONCRETE PAVING

Topping course shall be 165 LB/SY, 9.5mm Superpave, GP 2 only, including bitum material & H lime. (Corrected Optimum Asphalt Content) as indicated in the bid schedule.

The contract does not include paving of any recreational areas within the subdivisions (i.e. parking lots, asphalt trails, etc.).

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all

delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

The contractor is not required to use an MTV (Shuttle Buggy) when placing the 12.5mm asphalt material on the main roads in this contract.

ADJUSTING UTILITY STRUCTURES TO GRADE

Contractor(s) shall be responsible for adjusting sewer manholes and water valves within the paving limits. City Engineer, or designee will approve number of locations for each street. A pay item is included in the bid schedule.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the original pavement markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

Until permanent pavement markings can be installed, temporary pavement markings are required. There is no pay item for temporary pavement markings. This cost shall be included in the pricing for permanent pavement markings.

The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers according to GDOT Specifications, where required. RPM's shall be spaced every 80' where required (every 40' along sharp curves) and as directed by the CEI. RPM materials shall meet GDOT standard specifications and shall be on the GDOT Qualified Products List.

24 in. white permanent solid stripe is to be installed as a stop bar at each stop sign where previously existed, or as directed.

5 in. permanent double yellow traffic stripe is to be installed at each stop sign of each subdivision entrance approaching main roads for a total centerline length of 50 LF, as directed by the Engineer.

SIGNAL SYSTEM REPAIR

This work shall consist of repair and installation of loop detectors damaged as a result of the pulverizing, milling, and paving operations. When operations damage existing traffic signal loops, the Contractor shall replace the loops not more than 7 calendar days after final asphalt lift is placed.

Contractor shall immediately notify the City Engineer at (770) 865-5645 when loops are damaged. When loop replacements at an intersection are complete the contractor shall again notify the City Engineer.

Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the Traffic Services Manager. Pull boxes installed shall be on the GDOT qualified products list. Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. All streets on this project are required for traffic control. Subdivision Entrance shall have signs placed three (3) days prior to milling. These signs will be 18" X 24" size with the board material, waterproof. No Electronic signs are required. Text will indicate 2023 SPLOST Paving, City of Stonecrest, and e-mail. Specific Graphics will be provided by the City of Stonecrest to the selected Contractors. Number of signs requires are included in the Bid Table.



CITY COUNCIL AGENDA ITEM

SUBJECT: Economic Development Plan Steering Committee

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

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

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

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

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Mayor Pro Tem George Turner

PRESENTER: Mayor Pro Tem George Turner

PURPOSE: Reconstitute the Economic Development Plan Steering Committee

FACTS:

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

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

**STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST**

RESOLUTION NO. ____ - _____

A RESOLUTION AUTHORIZING THE RECONSTITUTION OF THE ECONOMIC DEVELOPMENT PLAN STEERING COMMITTEE OF THE CITY OF STONECREST, GEORGIA AND APPOINTING MEMBERS.

WHEREAS, the City of Stonecrest (“City”) 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 the Economic Development Plan Steering Committee of the City of Stonecrest, Georgia, for the purpose of providing input and insights to City staff to ensure the views of the business community are represented; and

WHEREAS, the City desires to reconstitute the Economic Development Plan Steering Committee for 2023.

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

ESTABLISHMENT OF THE ECONOMIC DEVELOPMENT PLAN STEERING COMMITTEE AND AUTHORIZATION: The City Council of the City of Stonecrest affirms that creating this committee is an opportunity for the City to affect substantive improvements to the City's business community through workforce development, employment opportunities for City residents, increased diversity of businesses, professional offices and services, and a higher quality of life for all residents. To further help accomplish this vision, there is hereby established the Economic Development Plan Steering Committee of the City of Stonecrest, Georgia (hereinafter referred to as the "Economic Development Plan Steering Committee").

SECTION II: MISSION AND DUTIES

The mission of the Economic Development Plan Steering Committee is to support efforts towards diverse and sustainable economic vitality within the community. The purpose of the EDPSC is:

1. To provide a forum for exchanging ideas and information to address the needs of the business community to better serve the City of Stonecrest residents and visitors;
2. To promote business development and provide input and ideas for increasing diversity of businesses and services, and a higher quality of life for all residents;
3. To ensure that each district of the City is represented and has the opportunity to advocate for the views of the business community.

SECTION III: MEMBERSHIP

The Economic Development Plan Steering Committee shall be composed of twelve (12) members, two (2) of which shall be Councilmembers appointed by the City Council to serve as ~~ex-officio,~~ ~~non-voting~~ members of the Committee. The City Council shall establish qualifications for members of the Economic Development Plan Steering Committee except that each Economic Development Plan Steering Committee member must be either a resident of the City or a non-resident who are regional partners of the City of Stonecrest. Each committee person shall be nominated and approved by the City Council. Members must attend two-thirds (2/3) of the Economic Development Plan Steering Committee meetings in a calendar year. Failure to do so warrants removal from the Committee. This committee is a ad hoc committee and will schedule meetings on an ad hoc basis based on the availability of the Committee members.

SECTION IV: TERMS

Each member shall serve from January to December of each year or until the purpose of the committee is complete which date comes first. 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

Economic Development Plan Steering Committee members will serve without compensation. Reasonable expenses for travel may be reimbursed

SECTION VI: QUORUM

A majority of the actual number of Economic Development Plan Steering Committee members establishes a quorum. Any action taken requires a majority of affirmative votes of the quorum present.

SECTION VII: GOVERNANCE

The Economic Development Plan Steering Committee shall adopt its rules of procedure, which shall be substantially similar to the rules of procedure of the City Council. The Economic Development Plan Steering Committee 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 Economic Development Plan Steering Committee shall be public records unless expressly exempted by a provision of the Georgia Open Records Act. The Economic Development Plan Steering Committee 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 Economic Development Plan Steering Committee 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 Committee shall select one of its members to serve as the secretary. The Economic Development Plan Steering Committee will report either in person or in writing to the Mayor and City Council

at a time to be established by the City Council and the Economic Development Plan Steering Committee.

SECTION VIII: MEMBERS

The current members of the Economic Development Plan Steering Committee are as follows:

1. Joe Coleman
2. Revonda Cosby
3. Andrew Wells
4. Thad Mayfield
5. Dave Marcus
6. Dorian DeBarr
7. Christopher Seabrook
8. Jetha Wagner
9. Mindal Patel
10. Sid Barron
11. Shelbia Jackson

The 2023 members of the Economic Development Plan Steering Committee are as follows:

1. Bernard Knight
2. Revonda Cosby
3. Andrew Wells
4. Thad Mayfield
5. Dave Marcus
6. Dorian Debarr
7. Chris Seabrook

8. Jetha Wagner
9. Minal Patel
10. Sid Barron
11. Shelbia Jackson
- 12.

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 _____, _____.

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: Truck Parking Moratorium Resolution

AGENDA SECTION: *(check all that apply)*

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

CATEGORY: *(check all that apply)*

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

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

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

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

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Alicia Thompson

PRESENTER: Mayor Pro Tem George Turner

PURPOSE: Truck Parking Moratorium Resolution

FACTS: A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA IMPOSING A MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR BUSINESS LICENSES, LAND DISTURBANCE PERMITS, REZONINGS, SPECIAL LAND USE PERMITS, AND BUILDING APPLICATIONS FOR TRUCK PARKING AND CLEARING AND GRADING TO CREATE TRUCK PARKING FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS WHILE THE CITY OF STONECREST CONSIDERS CHANGES TO ITS ZONING ORDINANCE.

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:



CITY COUNCIL AGENDA ITEM

- (1) Attachment 1 - Truck Parking Moratorium Resolution
- (2) Attachment 2 - [Click or tap here to enter text.](#)
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

STATE OF GEORGIA

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA IMPOSING A MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR BUSINESS LICENSES, LAND DISTURBANCE PERMITS, REZONINGS, SPECIAL LAND USE PERMITS, AND BUILDING APPLICATIONS FOR TRUCK PARKING AND CLEARING AND GRADING TO CREATE TRUCK PARKING FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS WHILE THE CITY OF STONECREST CONSIDERS CHANGES TO ITS ZONING ORDINANCE; TO PROVIDE FOR THE PURPOSE OF THE MORATORIUM, TO PROVIDE FOR FINDINGS OF FACT, IMPOSITION OF MORATORIUM, THE DURATION OF THE MORATORIUM; TO PROVIDE FOR AN APPEAL PROCESS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR A PENALTY; TO PROVIDE FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stonecrest (“City”) has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City of Stonecrest; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, business licenses and other development approvals where exigent circumstances warrant the same, pursuant to case law found at *City of Roswell et al v. Outdoor Systems, Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of *DeKalb County v. Townsend*, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The City of Stonecrest has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Mayor and Council of the City of Stonecrest have, as a part of planning, zoning and growth management, been in review of the City's Zoning Ordinances and have been studying the City's best estimates and projections of the type of development which could be anticipated within the City of Stonecrest; and

WHEREAS, the Mayor and Council deem it important to direct economic development in a manner that is consistent with the current Comprehensive Plan which integrates all of these concerns and therefore consider this moratorium a proper exercise of its police powers; and

WHEREAS, the Mayor and Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City of Stonecrest. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; in particular, the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities

of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Mayor and Council of the City of Stonecrest that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled," *Berman v. Parker*, 348 U.S. 26, 75 S.Ct. 98 (1954); *Kelo v. City of New London*, 545 U.S. 469, 125 S. Ct. 2655, 162 L. Ed. 2d 439 (2005). It is also the opinion of the City that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Mayor and Council are, and have been interested in, developing a cohesive and coherent policy regarding certain uses and businesses in the City, and have intended to promote community development through stability, predictability and balanced growth that is in adherence to the City's Comprehensive Plan which will further the prosperity of the City as a whole; and

WHEREAS, the Director of Planning and Zoning, the City Engineer, the City selected stakeholders, and the City Attorney are reviewing the City's Zoning Ordinance; and

WHEREAS, it is in the best interest of the citizens of Stonecrest to place a moratorium on the application of business licenses, land disturbance permits, rezonings, special land use permits,

and building applications for truck parking and clearing and grading to create truck parking until review is completed; and

WHEREAS, the Mayor and City Council wishes to impose the moratorium for a sixty (60) day period to continue developing cohesive and coherent policy regarding certain uses and businesses in the City.

THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST and by the authority of the same:

SECTION I.

FINDINGS OF FACT

The Mayor and Council of the City of Stonecrest hereby make the following findings of fact:

- (a) It appears that the City's Zoning requires additional review by the City of Stonecrest as it relates to certain zoning uses permitted throughout the City.
- (b) Substantial disorder, detriment and irreparable harm would result to the citizens, businesses and City of Stonecrest if the current land use regulation scheme in and for the above described uses in the City were to be utilized by property owners prior to a more thorough review;
- (c) The City's ongoing revision of its code and zoning ordinances requires that a limited cessation of the application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for truck parking and clearing and grading to create truck parking be enacted;

- (d) It is necessary and in the public interest to delay, for a reasonable period of time, the processing of any the application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for truck parking and clearing and grading to create truck parking to ensure that the design, development and location of the same are consistent with the long-term planning objectives of the City; and
- (e) That the Georgia Supreme Court has ruled that limited moratoria are reasonable and do not constitute land use when such moratoria are applied throughout the City under *City of Roswell et al v. Outdoor Systems Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001).

SECTION II.

IMPOSITION OF MORATORIUM

- (a) There is hereby imposed a moratorium on the acceptance by the staff of the City of Stonecrest of any the application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for truck parking and clearing and grading to create truck parking
- (b) This moratorium shall be effective for a period of sixty (60) days.
- (c) This moratorium shall be effective as of the date of adoption of this Resolution.
- (d) This moratorium shall have no effect upon approvals or permits previously issued or applications for application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for truck parking and clearing and grading to create truck parking submitted prior to the adoption of this Moratorium. The provisions of this Resolution shall not affect the issuance of application of business

licenses, land disturbance permits, rezonings, special land use permits, and building applications for truck parking and clearing and grading to create truck parking that have received preliminary or final approval by the City on or before the effective date of this Resolution.

- (e) As of the effective date of this Resolution, no applications for business licenses, land disturbance permits, rezonings, special land use permits, and building applications for truck parking and clearing and grading to create truck parking shall be accepted by any agent, employee or officer of the City with respect to any property in the City of Stonecrest, and any of the aforementioned so accepted for filing will be deemed in error, null and void, and of no effect whatsoever, and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such license or permit shall be unreasonable.
- (f) The following procedures shall be put in place immediately. Under *Cannon v. Clayton County*, 255 Ga. 63, 335 S.E.2d 294 (1985); *Meeks v. City of Buford*, 275 Ga. 585, 571 S.E.2d 369 (2002); and *City of Duluth v. Riverbroke Props.*, 233 Ga. App. 46, 502 S.E.2d 806 (1998), the Supreme Court stated, "Where a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning ordinance and the assurances of zoning officials, he acquires vested rights and is entitled to have the permit issued despite a change in the zoning ordinance which would otherwise preclude the issuance of a permit." Pursuant to this case, the City of Stonecrest recognizes that, unknown to the City, de facto vesting may have occurred. The following procedures are established to provide exemptions from the moratorium where vesting has occurred:

A written application, including verified supporting data, documents and facts, may be made requesting a review by the Mayor and Council at a scheduled meeting of any facts or circumstances which the applicant feels substantiates a claim for vesting and the grant of an exemption.

SECTION III.

(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 and 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 Chapter 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 Ordinance.

(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 IV.

All Resolution or parts of Resolution in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

SECTION V.

The preamble of this Resolution shall be considered to be and is hereby incorporated by reference, as if fully set out herein.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED AND EFFECTIVE this _____ day of _____, 2023.

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY:

City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: Storage Unit Moratorium Resolution

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:

Current Council Meeting: Tuesday, January 31, 2023

SUBMITTED BY: Alicia Thompson

PRESENTER: Mayor Pro Tem George Turner

PURPOSE: STORAGE UNIT Moratorium Resolution

FACTS: A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA IMPOSING A MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR BUSINESS LICENSES, LAND DISTURBANCE PERMITS, REZONINGS, SPECIAL LAND USE PERMITS, AND BUILDING APPLICATIONS FOR STORAGE UNIT FACILITIES FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS WHILE THE CITY OF STONECREST CONSIDERS CHANGES TO ITS ZONING ORDINANCE.

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

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

(1) Attachment 1 - Storage Facility Moratorium Resolution



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.

STATE OF GEORGIA

CITY OF STONECREST

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST, GEORGIA IMPOSING A MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR BUSINESS LICENSES, LAND DISTURBANCE PERMITS, REZONINGS, SPECIAL LAND USE PERMITS, AND BUILDING APPLICATIONS FOR STORAGE UNIT FACILITIES FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS WHILE THE CITY OF STONECREST CONSIDERS CHANGES TO ITS ZONING ORDINANCE; TO PROVIDE FOR THE PURPOSE OF THE MORATORIUM, TO PROVIDE FOR FINDINGS OF FACT, IMPOSITION OF MORATORIUM, THE DURATION OF THE MORATORIUM; TO PROVIDE FOR AN APPEAL PROCESS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR A PENALTY; TO PROVIDE FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stonecrest (“City”) has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City of Stonecrest; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, business licenses and other development approvals where exigent circumstances warrant the same, pursuant to case law found at *City of Roswell et al v. Outdoor Systems, Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of *DeKalb County v. Townsend*, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The City of Stonecrest has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Mayor and Council of the City of Stonecrest have, as a part of planning, zoning and growth management, been in review of the City's Zoning Ordinances and have been studying the City's best estimates and projections of the type of development which could be anticipated within the City of Stonecrest; and

WHEREAS, the Mayor and Council deem it important to direct economic development in a manner that is consistent with the current Comprehensive Plan which integrates all of these concerns and therefore consider this moratorium a proper exercise of its police powers; and

WHEREAS, the Mayor and Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City of Stonecrest. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; in particular, the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities

of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Mayor and Council of the City of Stonecrest that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled," *Berman v. Parker*, 348 U.S. 26, 75 S.Ct. 98 (1954); *Kelo v. City of New London*, 545 U.S. 469, 125 S. Ct. 2655, 162 L. Ed. 2d 439 (2005). It is also the opinion of the City that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Mayor and Council are, and have been interested in, developing a cohesive and coherent policy regarding certain uses and businesses in the City, and have intended to promote community development through stability, predictability and balanced growth that is in adherence to the City's Comprehensive Plan which will further the prosperity of the City as a whole; and

WHEREAS, the Director of Planning and Zoning, the City Engineer, the City selected stakeholders, and the City Attorney are reviewing the City's Zoning Ordinance; and

WHEREAS, it is in the best interest of the citizens of Stonecrest to place a moratorium on the application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for storage unit facilities until review is completed; and

WHEREAS, the Mayor and City Council wishes to impose the moratorium for a sixty (60) day period to continue developing cohesive and coherent policy regarding certain uses and businesses in the City.

THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STONECREST and by the authority of the same:

SECTION I.

FINDINGS OF FACT

The Mayor and Council of the City of Stonecrest hereby make the following findings of fact:

- (a) It appears that the City's Zoning requires additional review by the City of Stonecrest as it relates to certain zoning uses permitted throughout the City.
- (b) Substantial disorder, detriment and irreparable harm would result to the citizens, businesses and City of Stonecrest if the current land use regulation scheme in and for the above described uses in the City were to be utilized by property owners prior to a more thorough review;
- (c) The City's ongoing revision of its code and zoning ordinances requires that a limited cessation of the application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for storage unit facilities be enacted;
- (d) It is necessary and in the public interest to delay, for a reasonable period of time, the processing of any the application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for storage unit

facilities to ensure that the design, development and location of the same are consistent with the long-term planning objectives of the City; and

- (e) That the Georgia Supreme Court has ruled that limited moratoria are reasonable and do not constitute land use when such moratoria are applied throughout the City under *City of Roswell et al v. Outdoor Systems Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001).

SECTION II.

IMPOSITION OF MORATORIUM

- (a) There is hereby imposed a moratorium on the acceptance by the staff of the City of Stonecrest of any the application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for storage unit facilities.
- (b) This moratorium shall be effective for a period of sixty (60) days.
- (c) This moratorium shall be effective as of the date of adoption of this Resolution.
- (d) This moratorium shall have no effect upon approvals or permits previously issued or applications for application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for storage unit facilities submitted prior to the adoption of this Moratorium. The provisions of this Resolution shall not affect the issuance of application of business licenses, land disturbance permits, rezonings, special land use permits, and building applications for storage unit facilities that have received preliminary or final approval by the City on or before the effective date of this Resolution.
- (e) As of the effective date of this Resolution, no applications for business licenses, land disturbance permits, rezonings, special land use permits, and building applications for storage unit facilities shall be accepted by any agent, employee or officer of the City with

respect to any property in the City of Stonecrest, and any of the aforementioned so accepted for filing will be deemed in error, null and void, and of no effect whatsoever, and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such license or permit shall be unreasonable.

- (f) The following procedures shall be put in place immediately. Under *Cannon v. Clayton County*, 255 Ga. 63, 335 S.E.2d 294 (1985); *Meeks v. City of Buford*, 275 Ga. 585, 571 S.E.2d 369 (2002); and *City of Duluth v. Riverbroke Props.*, 233 Ga. App. 46, 502 S.E.2d 806 (1998), the Supreme Court stated, "Where a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning ordinance and the assurances of zoning officials, he acquires vested rights and is entitled to have the permit issued despite a change in the zoning ordinance which would otherwise preclude the issuance of a permit." Pursuant to this case, the City of Stonecrest recognizes that, unknown to the City, de facto vesting may have occurred. The following procedures are established to provide exemptions from the moratorium where vesting has occurred:

A written application, including verified supporting data, documents and facts, may be made requesting a review by the Mayor and Council at a scheduled meeting of any facts or circumstances which the applicant feels substantiates a claim for vesting and the grant of an exemption.

SECTION III.

- (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 and 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 Chapter 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 Ordinance.

(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 IV.

All Resolution or parts of Resolution in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

SECTION V.

The preamble of this Resolution shall be considered to be and is hereby incorporated by reference, as if fully set out herein.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED AND EFFECTIVE this _____ day of _____, 2023.

CITY OF STONECREST, GEORGIA

Jazzmin Cobble, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY:

City Attorney